



**City and Borough of Wrangell
Borough Assembly Meeting
AGENDA**

**Tuesday, January 8, 2019
7:00 p.m.**

**Location: Assembly Chambers,
City Hall**

WORK SESSION (6:00pm): Borough Goals

1. CALL TO ORDER

- a. PLEDGE OF ALLEGIANCE led by Assembly Member Patty Gilbert
- b. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Awards, Certificates of Service, Guest Introductions.*
 - i. Dan Neumeister, SEARHC – Report on the WMC Transition

2. ROLL CALL

3. PERSONS TO BE HEARD

4. AMENDMENTS TO THE AGENDA

5. CONFLICT OF INTEREST

6. CONSENT AGENDA

Consent Agenda Items:

- a. Approval of Assembly Minutes – December 11, 2018 (Regular)
- b. Approval of a Liquor License Renewal for Rayme’s Liquor Store (Package Store)
- c. Approval of a Liquor License Renewal for Rayme’s Bar (Beverage Dispensary)
- d. Approval of a Liquor License Renewal for City Market Liquor Store (Package Store)
- e. Approval of a Liquor License Renewal for the Hungry Beaver, dba Marine Bar (Beverage Dispensary)
- f. Approval of a Liquor License Renewal for the Hungry Beaver, dba Marine Liquor Store (Package Store)
- g. Travel Summary (City Department) May thru November 2018

Correspondence Items:

- h. School Board Action – December 17, 2018 (*action only, minutes will follow*)
- i. School Board Minutes – October 8, 2018
- j. Port Commission Minutes (April 16, 2018, May 3 & 8, 2018, June 7, 2018 & November 1, 2018)

7. BOROUGH MANAGER’S REPORT

- a. Water Report (Public Works)
- b. Public Works Department Report
- c. Capital Facilities Department Report
- d. WMC Post Closing Obligations Report (to be distributed at the meeting)

8. BOROUGH CLERK’S FILE

9. MAYOR AND ASSEMBLY BUSINESS

10. MAYOR AND ASSEMBLY APPOINTMENTS

- a. City Boards and Committee Vacancy Appointments (*1 Planning & Zoning Commission vacancy*)

11. PUBLIC HEARING

12. UNFINISHED BUSINESS

PROPOSED RESOLUTION NO. 01-19-1439 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LAND IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE SECTION 16.12.040, SPECIFICALLY THE 15 FOOT VACATED ALLEYWAY EXTENDING FROM FRONT STREET TO SILVERNAIL WORK ROAD AND THAT PORTION OF LOTS 1 AND 2, BLOCK B, SORTYARD SUBDIVISION, PLAT NO. 2001-3, NOW PART OF NEW LOTS AA AND CC OF THE BAY COMPANY REPLAT AND ALLEY VACATION II, TO CHET AND BARBARA POWELL, IN THE AMOUNT OF \$36,500

13. NEW BUSINESS

- a. Approval to Waive a Portion of Harbor Fees, Interest & Penalties Owed by Steve Thomassen
- b. Approval of 2019 State Legislative Priorities
- c. Approval of Modification No. 2 to the Lease Agreement in the Wrangell Marine Service Center for **Mill Dock 5, as requested by Jim Pritchett, Metal Head Marine LLC**, and recommended by the Wrangell Port Commission
- d. Approval of Modification No. 2 to the Lease Agreement in the Wrangell Marine Service Center for **Mill Dock 6, as requested by Steve Christensen, CTT Marine**, and recommended by the Wrangell Port Commission
- e. Approval of Modification No. 2 to the Lease Agreement in the Wrangell Marine Service Center for **Mill Dock 7, as requested by Don Sorric, Superior Marine**, and recommended by the Wrangell Port Commission
- f. **PROPOSED RESOLUTION NO 01-19-1440** OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING A SPECIAL INVESTMENT COMMITTEE, AS ALLOWED IN WMC 3.04.060, SPECIAL COMMITTEES, TO EXPLORE INVESTMENT OPPORTUNITIES FOR WRANGELL
- g. Approval to Reschedule the April 23, 2019 Regular Assembly Meeting to April 30, 2019
- h. Approval to Cancel the Regular Assembly Meeting of February 12, 2019

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

15. EXECUTIVE SESSION

- a. Notification of Formal Grievance Procedure with IBEW

16. ADJOURNMENT

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---------------------------|------------|----------|------|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 6 | Date | January 8, 2018 |
| Consent Agenda | | | | |
| <u>SUBMITTED BY:</u> | | | | |
| Kim Lane, Borough Clerk | | | | |

INFORMATION:

***Consent agenda.** Items listed on the consent agenda or marked with an asterisk (*) are considered routine and will be passed in one motion; provided, upon the request of any member, the manager, or the clerk, an item on the consent agenda shall be removed from the consent agenda and placed under New Business for assembly action.*

CONSENT AGENDA - RECOMMENDED ACTION:

Move to approve the Consent Agenda as submitted.

Consent Agenda Items:

- a. Approval of Assembly Minutes – December 11, 2018 (Regular)
- b. Approval of a Liquor License Renewal for Rayme’s Liquor Store (Package Store)
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- j. Port Commission Minutes (April 16, 2018, May 3 & 8, 2018, June 7, 2018 & November 1, 2018)

**Minutes of Regular Assembly Meeting
Held on December 11, 2018**

Mayor Stephen Prysunka called the Regular Assembly meeting to order at 7:00 p.m., December 11, 2018, in the Borough Assembly Chambers and immediately called a five-minute recess. The Regular Assembly meeting reconvened at 7:07 p.m. Assembly Members DeLong, Gilbert, Morrison, and DeBord were present. Assembly Members Powell and Decker participated by telephone. Borough Manager Von Bargen and Borough Clerk Kim Lane were also in attendance.

The Pledge of Allegiance was led by Assembly Member Mya DeLong.

CEREMONIAL MATTERS

Mayor Prysunka presented a Certificate of Service for Nancy Delpero for her time on the Wrangell Convention & Visitors Bureau.

PERSONS TO BE HEARD

Guadeloupe Rogers, Wrangell Resident reported that she had found a hypothermic needle close to off Lemieux Street and expressed great concern on the drug use in our Community; doesn't want the town to become immune to drug use.

AMENDMENTS TO THE AGENDA

CONFLICT OF INTEREST

Assembly Member Powell declared a conflict of interest to the approval of the final plat and alleyway vacation for the Bay Company since he manages the Bay Company. Prysunka agreed and stated that since that item was part of the Consent Agenda, Powell would not take part in the Consent Agenda item (discussion/vote) when that item comes up. There were no objections from the Assembly.

CONSENT AGENDA

Consent Agenda Items:

- a. Approval of Assembly Minutes – November 27, 2018 (Regular)
- b. APPROVAL OF FINAL PLAT OF THE BAY COMPANY REPLAT AND ALLEY VACATION II
- c. APPROVAL OF FINAL PLAT OF BYLOW SUBDIVISION

Correspondence Items:

- d. School Board Action – None.
- e. School Board Minutes – None.

M/S: Gilbert/Delong to approve the Consent Agenda as submitted. Motion approved unanimously by polled. Powell did not vote since he declared a Conflict of Interest to Item b.

BOROUGH MANAGER'S REPORT

Manager Von Bargen's Report was provided along with the following:

- Letter to USFS for clean-up of the Zerembo Parking Lot
- Using AML Investment Pool – Report forthcoming in January
- Abandoned vehicle Ordinance will be coming to the Assembly in its first reading in January

- RFP for a new Permanent Fund Manager is forthcoming
- CDBG for the fire pumper truck has been submitted
- May have an opportunity to get a used pumper truck from Valdez
- State Legislative Priorities
- Dam Stability evaluation moving forward
- Cash at closing for the SEARHC/WMC transition is around \$130,000; should be coming to us soon; will report the total amount to the Assembly
- Legal services RFP emailed to the Assembly today; will post at the end of the week
- Rolland Howell reported on the Solid Waste Facility closure / clean-up
- EDA Grant on the Water Treatment Plant – notified that we have progressed to the next level for potential funding
- Our new Electric Superintendent, Rod Rhodes was introduced to the Assembly
- Finance Director interviews are moving forward
- New set of Goals will be completed and submitted to the Assembly
- Manager evaluation should be set for January
- Would like to reactivate the Code Review Committee (Clerk, Manager, Mayor Prysunka, and Assembly Members Morrison and Gilbert)
- Would like to create a Borough investment Committee (will bring an action item for the Assembly to consider at the meeting in January)

In response to Prysunka, Chief McCloskey stated that the process when there are needles found in the community was for the community member to call the Police Department; the Police Department will collect the needle and test it in-house for methamphetamines and opioids.

In response to DeLong on if the police department could remind the community to register their dogs; McCloskey stated that they run an advertisement in the newspaper bi-annually to remind people to register their dogs.

DeBord asked how many syringes had been found in the last year; McCloskey stated that there were 6 or 7 found that they had done testing on; have not tested needles for suboxone.

In response to Gilbert on how he viewed our drug problem in the community, McCloskey stated that he thought that we were better than most; McCloskey stated that because of SB91, it decriminalized drug possession; drug possession is now a violation and not a criminal charge.

In response to Prysunka on if we have access or have used a drug dog in the community, McCloskey stated that we must have probable cause in order to use a dog; other States allow the use of drug dogs to establish probable cause, Alaska is the opposite. Prysunka asked that the Assembly receive a historical statistical report to compare to where we are now on drug related charges.

Prysunka stated that he was worried about what the community believes is going on to what he (Chief) was telling the Assembly what's going on. McCloskey stated that he does believe that we have a problem, but he doesn't believe that it's changed tremendously in the last two or three years.

McCloskey stated that the community members can turn in pharmaceuticals to the Police Department, no questions asked.

Prysunka asked if we have established a tip-line in Wrangell; McCloskey stated that we have had one for years.

McCloskey stated that we have to establish probable cause before the Police Department can act on a tip.

McCloskey said for the community to keep reporting to the Police Department, what they do see.

Gilbert stated that she would like to receive statistic updates.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR AND ASSEMBLY BUSINESS

MAYOR AND ASSEMBLY APPOINTMENTS

10a Board/Commission Appointments (*Planning & Zoning Commission*). There were no letters of interest received for this vacancy.

10b Appointment to the SEAPA Board (*1 voting member & 1 alternate member*). Mayor Prysunka (with the consent of the Assembly) appointed the following persons to fill the CY2019 seats for Wrangell:

- Stephen Prysunka (voting member)
- Lisa Von Bargaen (alternate member)

PUBLIC HEARING – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

13a PROPOSED RESOLUTION NO. 12-18-1438 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE FY 2019 BUDGET IN THE WATER FUND BY \$14,000 FOR CAPITAL EXPENDITURES AND AUTHORIZING ITS EXPENDITURE

M/S: Morrison/Gilbert to adopt Resolution No. 12-18-1438.

Amber Al-Haddad, Capital Facilities Director, gave an in-depth explanation as to why the budget amendment was being requested; \$30,000 was supposed to be added to the FY 2019 budget for the Water Department; purchased equipment (snow plow and year-round sand filter cleaning by the plunging method equipment) and realized that the \$30,000 had been left out of the budget; spoke to the Assembly at a Budget Work Session about the plan (plan A); have since changed the plan that eliminates the hazardous atmospheric conditions from the carbon monoxide; snow plow will still be used by the Water Department since it is a necessary piece of equipment.

Powell voiced his concerns and stated that the Assembly should have been notified if the plans had changed.

Motion approved with Gilbert, Decker, Delong, DeBord, Morrison and Prysunka voting yes; Powell voted no.

13b Approval to Enter into an Agreement with Municode for Online Agenda Solutions for the Annual Cost of \$2,200

M/S: Gilbert/Delong to approve entering into an agreement with Municode for online Agenda Solutions for the annual cost of \$2,200.

Clerk Lane and Manager Von Bargaen provided details about the agenda platform to the Assembly.

Motion approved unanimously by polled vote.

13c Discussion Item: Flood & Earthquake Insurance for All CBW Facilities

Von Bargaen was given direction to investigate the possibility of the cost to acquire replacement value insurance for our facilities; currently insured for the depreciated value of our buildings, not the replacement value.

14 Attorney's File is available for the Assembly to view in the Clerk's Office.

15 Mill Site Property Proposed Purchase

M/S: Gilbert/Morrison moved, pursuant to AS 44.62.310 (c)(1), that we recess into executive session to discuss matters in which the immediate knowledge would clearly have an adverse effect upon the finances of the borough, specifically the proposed purchase of the Mill Site property. Motion approved unanimously by polled vote.

Recessed into Executive Session at: 8:35 p.m.

Reconvened back into Regular Session at: 9:15 p.m.

Regular Assembly meeting adjourned at 9:15 p.m.

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

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

December 12, 2018

City & Borough of Wrangell
Attn: Kim Lane, MMC
VIA Email: clerk@wrangell.com

Re: Notice of 2019/2020 Liquor License Renewal Application

| | | | |
|---------------------------|----------------------|------------------------|-----|
| License Type: | Package Store | License Number: | 180 |
| Licensee: | Rayme's Bar, Inc. | | |
| Doing Business As: | Rayme's Liquor Store | | |

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

| | | | |
|--------------------|----------------------|-----------------|----------|
| Doing Business As: | Rayme's Liquor Store | License Number: | 180 |
| License Type: | Package Store | | |
| Examiner: | <i>John</i> | Transaction #: | 988017 ✓ |

| Document | Received | Completed | Notes |
|----------------------------|----------|-----------|-------|
| AB-17: Renewal Application | 12/7/18 | 12/7/18 | |
| App and License Fees | 12/7/18 | 12/7/18 | |

| Supplemental Document | Received | Completed | Notes |
|-----------------------------|----------|-----------|-------|
| Tourism/Rec Site Statement | | | |
| AB-25: Supplier Cert (WS) | | | |
| AB-29: Waiver of Operation | | | |
| AB-30: Minimum Operation | | | |
| AB-33: Restaurant Affidavit | | | |
| COI / COC / 5 Star | | | |
| FP Cards & Fees / AB-08a | | | |
| Late Fee | | | |

| | |
|--------------------|--|
| Names on FP Cards: | |
|--------------------|--|

| | Yes | No |
|---|-------------------------------------|-------------------------------------|
| Selling alcohol in response to written order (package stores)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Mailing address and contact information different than in database (if yes, update database)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| In "Good Standing" with CBPL (skip this and next question for sole proprietor)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

LGB 1 Response:

Waive Protest Lapsed

LGB 2 Response:

Waive Protest Lapsed



Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2019/2020 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing package store liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

| | | | |
|-----------------------|----------------------------|------------|--------------|
| Licensee: | Rayme's Bar, Inc. | License #: | 180 |
| License Type: | Package Store | Statute: | AS 04.11.150 |
| Doing Business As: | Rayme's Liquor Store | | |
| Premises Address: | 532 Front Street | | |
| Local Governing Body: | City & Borough of Wrangell | | |
| Community Council: | None | | |

| | | | |
|------------------|-------------|--------|----|
| Mailing Address: | PO Box 1201 | | |
| City: | WRANGELL | State: | AK |
| ZIP: | 99929 | | |

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

| | | | |
|-------------------|----------------------|----------------|--------------|
| Contact Licensee: | SAMUEL R PRIVETT III | Contact Phone: | 907-874-3442 |
| Contact Email: | | | |

Optional: If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

| | | | |
|------------------|---------------------|----------------|--------------|
| Name of Contact: | COLLIN DANDO | Contact Phone: | 907-874-2331 |
| Contact Email: | info@cfjamesepa.com | | |



Section 2 – Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by using the following site: https://www.commerce.alaska.gov/cbp/main/search/entities

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #: 105338

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

SRP/III

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
• If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
• If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Table with 5 columns: Name of Official, Title(s), Phone, % Owned, Mailing Address, City, State, ZIP. Row 1: SAMUEL R PRIVETT III, Treasurer, DIRECTOR, PRESIDENT, SECRETARY, STOCK HOLDER, VICE PRESIDENT, MANAGING OFFICER, 907-874-3442, 100, PO Box 1201, WRANGELL, ALASKA, 99929

Table with 5 columns: Name of Official, Title(s), Phone, % Owned, Mailing Address, City, State, ZIP. Row 1: (Empty)

Table with 5 columns: Name of Official, Title(s), Phone, % Owned, Mailing Address, City, State, ZIP. Row 1: (Empty)



Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate (spouse)

| | | | | | | |
|------------------|--|--------|--|----------------|--|--|
| Name: | | | | Contact Phone: | | |
| Mailing Address: | | | | | | |
| City: | | State: | | ZIP: | | |
| Email: | | | | | | |

This individual is an: applicant affiliate (spouse)

| | | | | | | |
|------------------|--|--------|--|----------------|--|--|
| Name: | | | | Contact Phone: | | |
| Mailing Address: | | | | | | |
| City: | | State: | | ZIP: | | |
| Email: | | | | | | |

Section 4 – Alcohol Server Education

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

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron 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, as set forth in AS 04.21.025 and 3 AAC 304.465.

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2017 2018

The license was regularly operated continuously throughout each year.

The license was regularly operated during a specific season each year.

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of 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 for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.



Section 6 - Written Orders

Written orders in calendar years 2019 and 2020: Yes No
Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2019 and/or 2020? [] [X]

Section 7 - Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018: Yes No
Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018? [] [X]
Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018? [] [X]

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 8 - Certifications

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

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business. [SRP/III]

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control (ABC) Board. [SRP/III]

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued. [SRP/III]

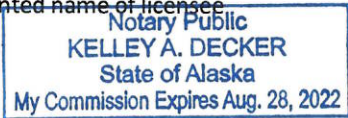
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or 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 to me as incomplete.

[Signature]
Signature of licensee

[Signature]
Signature of Notary Public

SAMUEL R. PRIVETT III
Printed name of licensee

Notary Public in and for the State of Alaska



My commission expires: 8/28/2022

Subscribed and sworn to before me this 26 day of October, 2018.

Seasonal License? Yes [] No [X]

If "Yes", write your six-month operating period: _____

Table with 5 columns: License Fee (\$1500.00), Application Fee (\$300.00), TOTAL (\$1800.00), Miscellaneous Fees, GRAND TOTAL (if different than TOTAL)

Details

ENTITY DETAILS

Name(s)

| Type | Name |
|------------|-------------------|
| Legal Name | Rayme's Bar, Inc. |

Entity Type: Business Corporation

Entity #: 105338

Status: Good Standing

AK Formed Date: 12/22/2006

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: PO BOX 1201, WRANGELL, AK 99929

Entity Physical Address: 139 SECOND ST., WRANGELL, AK 99929

Registered Agent

Agent Name: Samuel Raymond Privett

Registered Mailing Address: PO BOX 1201, WRANGELL, AK 99929

Registered Physical Address: 139 SECOND ST., WRANGELL, AK 99929

Officials

Show Former (None on file)

| AK Entity # | Name | Titles | Owned |
|-------------|-----------------------|--|-------|
| | Samuel R. Privett III | Director, President, Shareholder, Secretary, Treasurer | 100 |

Filed Documents

| Date Filed | Type | Filing | Certificate |
|------------|-----------------|-------------------------------|-------------|
| 12/22/2006 | Creation Filing | Click to View | |
| 1/17/2007 | Agent Change | Click to View | |
| 4/26/2007 | Biennial Report | Click to View | |
| 12/07/2009 | Biennial Report | Click to View | |
| 4/02/2012 | Biennial Report | Click to View | |

| Date Filed | Type | Filing | Certificate |
|------------|-----------------|-------------------------------|-------------|
| 1/13/2014 | Biennial Report | Click to View | |
| 12/07/2015 | Biennial Report | Click to View | |
| 11/28/2017 | Biennial Report | Click to View | |

Close Details

Print Friendly Version



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

December 12, 2018

City & Borough of Wrangell
Attn: Kim Lane, MMC
VIA Email: clerk@wrangell.com

Re: Notice of 2019/2020 Liquor License Renewal Application

| | | | |
|---------------------------|---------------------|------------------------|-----|
| License Type: | Beverage Dispensary | License Number: | 179 |
| Licensee: | Rayme's Bar, Inc. | | |
| Doing Business As: | Rayme's Bar | | |

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

| | | | |
|--------------------|---------------------|-----------------|--------|
| Doing Business As: | Rayme's Bar | License Number: | 179 |
| License Type: | Beverage Dispensary | | |
| Examiner: | John | Transaction #: | 988024 |

| Document | Received | Completed | Notes |
|----------------------------|----------|-----------|-------|
| AB-17: Renewal Application | 12/7/18 | 12/7/18 | |
| App and License Fees | 12/7/18 | 12/7/18 | |

| Supplemental Document | Received | Completed | Notes |
|-----------------------------|----------|-----------|-------|
| Tourism/Rec Site Statement | | | |
| AB-25: Supplier Cert (WS) | | | |
| AB-29: Waiver of Operation | | | |
| AB-30: Minimum Operation | | | |
| AB-33: Restaurant Affidavit | | | |
| COI / COC / 5 Star | | | |
| FP Cards & Fees / AB-08a | | | |
| Late Fee | | | |

| | |
|--------------------|--|
| Names on FP Cards: | |
|--------------------|--|

| | Yes | No |
|---|-------------------------------------|-------------------------------------|
| Selling alcohol in response to written order (package stores)? | <input type="checkbox"/> | <input type="checkbox"/> |
| Mailing address and contact information different than in database (if yes, update database)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| In "Good Standing" with CBPL (skip this and next question for sole proprietor)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

LGB 1 Response:

Waive Protest Lapsed

LGB 2 Response:

Waive Protest Lapsed



Alaska Alcoholic Beverage Control Board

Form AB-17: 2019/2020 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

| | | | |
|------------------------------|----------------------------|--------------------|--------------|
| Licensee: | Rayme's Bar, Inc. | License #: | 179 |
| License Type: | Beverage Dispensary | Legal Ref.: | AS 04.11.090 |
| Doing Business As: | Rayme's Bar | | |
| Premises Address: | 532 Front Street | | |
| Local Governing Body: | City & Borough of Wrangell | | |
| Community Council: | None | | |
| Mailing Address: | PO BOX 1201 | | |
| City: | WRANGELL | State: | ALASKA |
| | | ZIP: | 99729 |

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

| | | | |
|--------------------------|-----------------------|-----------------------|--------------|
| Contact Licensee: | SAMUEL R. PRIVETT III | Contact Phone: | 907-874-3442 |
| Contact Email: | | | |

Optional: If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

| | | | |
|-------------------------|---------------------|-----------------------|--------------|
| Name of Contact: | COLIN DANDO | Contact Phone: | 907-874-2331 |
| Contact Email: | INFO@CFJAMESCPA.COM | | |



Form AB-17: 2019/2020 Renewal License Application

Section 2 – Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a **corporation** or **LLC**. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. **You may view your entity's status or find your CBPL entity number by using the following site:** <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

| | |
|-----------------------|--------|
| Alaska CBPL Entity #: | 105338 |
|-----------------------|--------|

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

SRP III

This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a limited partnership, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

| | | | | | |
|-------------------|---|--------|--------------|----------|-------|
| Name of Official: | SAMUEL R. PRIUETT III | | | | |
| Title(s): | STOCKHOLDER, PRESIDENT, SECRETARY VICE PRESIDENT, MANAGING OFFICER | Phone: | 907-874-3442 | % Owned: | 100 |
| Mailing Address: | PO BOX 1201 | | | | |
| City: | WRANGELL | State: | ALASKA | ZIP: | 99729 |

| | | | | | |
|-------------------|--|--------|--|----------|--|
| Name of Official: | | | | | |
| Title(s): | | Phone: | | % Owned: | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |

| | | | | | |
|-------------------|--|--------|--|----------|--|
| Name of Official: | | | | | |
| Title(s): | | Phone: | | % Owned: | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |



Form AB-17: 2019/2020 Renewal License Application

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate (spouse)

| | | | | | | |
|------------------|--|--------|--|----------------|--|--|
| Name: | | | | Contact Phone: | | |
| Mailing Address: | | | | | | |
| City: | | State: | | ZIP: | | |
| Email: | | | | | | |

This individual is an: applicant affiliate (spouse)

| | | | | | | |
|------------------|--|--------|--|----------------|--|--|
| Name: | | | | Contact Phone: | | |
| Mailing Address: | | | | | | |
| City: | | State: | | ZIP: | | |
| Email: | | | | | | |

Section 4 – Alcohol Server Education

This section must be completed only by the holder of a **beverage dispensary, club, or pub** license or **conditional contractor's permit**. The holders of all other license types should skip to Section 5.

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

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron 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, as set forth in AS 04.21.025 and 3 AAC 304.465.

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated: 2017 2018

- The license was regularly operated continuously throughout each year.
- The license was regularly operated during a specific season each year.
- The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.
- The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.
If this box is checked, a complete copy of 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 for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.



Form AB-17: 2019/2020 Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018: Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018?

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 – Certifications

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

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.

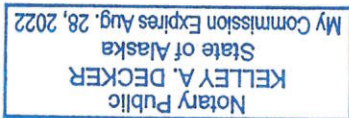
I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

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 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or 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 to me as incomplete.

Samuel R. Privett III *Kelley A. Decker*
 Signature of licensee Signature of Notary Public

SAMUEL R. PRIVETT III Notary Public in and for the State of Alaska
 Printed name of licensee

My commission expires: 8/28/22



Subscribed and sworn to before me this 26 day of October, 2018.

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

| | | | | | |
|--|------------|------------------|-----------|--------|------------|
| License Fee: | \$ 2500.00 | Application Fee: | \$ 300.00 | TOTAL: | \$ 2800.00 |
| Miscellaneous Fees: | | | | | |
| GRAND TOTAL (if different than TOTAL): | | | | | |

Details

ENTITY DETAILS

Name(s)

| Type | Name |
|------------|-------------------|
| Legal Name | Rayme's Bar, Inc. |

Entity Type: Business Corporation

Entity #: 105338

Status: Good Standing

AK Formed Date: 12/22/2006

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: PO BOX 1201, WRANGELL, AK 99929

Entity Physical Address: 139 SECOND ST., WRANGELL, AK 99929

Registered Agent

Agent Name: Samuel Raymond Privett

Registered Mailing Address: PO BOX 1201, WRANGELL, AK 99929

Registered Physical Address: 139 SECOND ST., WRANGELL, AK 99929

Officials

Show Former (None on file)

| AK Entity # | Name | Titles | Owned |
|-------------|-----------------------|--|-------|
| | Samuel R. Privett III | Director, President, Shareholder, Secretary, Treasurer | 100 |

Filed Documents

| Date Filed | Type | Filing | Certificate |
|------------|-----------------|-------------------------------|-------------|
| 12/22/2006 | Creation Filing | Click to View | |
| 1/17/2007 | Agent Change | Click to View | |
| 4/26/2007 | Biennial Report | Click to View | |
| 12/07/2009 | Biennial Report | Click to View | |
| 4/02/2012 | Biennial Report | Click to View | |



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

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

December 7, 2018

City & Borough of Wrangell
Attn: Kim Lane, MMC
VIA Email: clerk@wrangell.com

Re: Notice of 2019/2020 Liquor License Renewal Application

| | | | |
|---------------------------|------------------|------------------------|-----|
| License Type: | Package Store | License Number: | 237 |
| Licensee: | City Market Inc. | | |
| Doing Business As: | City Market | | |

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

| | | | |
|--------------------|---------------|-----------------|----------|
| Doing Business As: | City Market | License Number: | 237 |
| License Type: | Package Store | | |
| Examiner: | JOHN | Transaction #: | 959669 ✓ |

| Document | Received | Completed | Notes |
|----------------------------|----------|-----------|-------|
| AB-17: Renewal Application | 11/16/18 | 11/29/18 | |
| App and License Fees | 11/16/18 | 11/16/18 | |

| Supplemental Document | Received | Completed | Notes |
|-----------------------------|----------|-----------|-------|
| Tourism/Rec Site Statement | | | |
| AB-25: Supplier Cert (WS) | | | |
| AB-29: Waiver of Operation | | | |
| AB-30: Minimum Operation | | | |
| AB-33: Restaurant Affidavit | | | |
| COI / COC / 5 Star | | | |
| FP Cards & Fees / AB-08a | | | |
| Late Fee | | | |

| | |
|--------------------|--|
| Names on FP Cards: | |
|--------------------|--|

| | Yes | No |
|---|-------------------------------------|--------------------------|
| Selling alcohol in response to written order (package stores)? ✓ | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mailing address and contact information different than in database (if yes, update database)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| In "Good Standing" with CBPL (skip this and next question for sole proprietor)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

LGB 1 Response:

LGB 2 Response:

Waive
 Protest
 Lapsed
 Waive
 Protest
 Lapsed



Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2019/2020 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing package store liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

| | | | |
|-----------------------|----------------------------|------------|--------------|
| Licensee: | City Market Inc. | License #: | 237 |
| License Type: | Package Store | Statute: | AS 04.11.150 |
| Doing Business As: | City Market | | |
| Premises Address: | 423 Front Street | | |
| Local Governing Body: | City & Borough of Wrangell | | |
| Community Council: | None | | |

| | | | |
|------------------|--------------|--------|--------|
| Mailing Address: | P.O. Box 140 | | |
| City: | Wrangell | State: | Alaska |
| | | ZIP: | 99929 |

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

| | | | |
|-------------------|-------------------------|----------------|--------------|
| Contact Licensee: | Rolland Curtis | Contact Phone: | 907 874 3333 |
| Contact Email: | cmarketaccounts@GCI.net | | |

Optional: If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

| | | | |
|------------------|-------------------------|----------------|--------------|
| Name of Contact: | Tamra Taylor | Contact Phone: | 907 874 3333 |
| Contact Email: | cmarketaccounts@GCI.net | | |





Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 2 - Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by using the following site: https://www.commerce.alaska.gov/cbp/main/search/entities

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #: 4875D

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

[Handwritten initials]

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

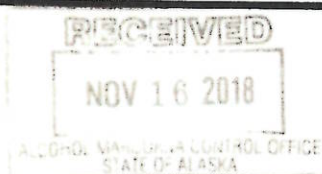
- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
• If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
• If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official: Rolland Curtis
Title(s): Owner/President
Phone: 907 874 3333
% Owned: 100
Mailing Address: PO Box 140
City: Wrangell
State: Alaska
ZIP: 99929

Name of Official: Rolland Wimberley
Title(s): Vice Pres
Phone: 9078743333
% Owned: 0
Mailing Address: PO Box 140
City: Wrangell
State: AK
ZIP: 99929

Name of Official: SHIRLEY WIMBERLEY
Title(s): Secretary
Phone: 9078743333
% Owned: 0
Mailing Address: Box 140
City: Wrangell
State: AK
ZIP: 99929





Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate (spouse)

| | | | | | | |
|------------------|--|--------|--|----------------|--|--|
| Name: | | | | Contact Phone: | | |
| Mailing Address: | | | | | | |
| City: | | State: | | ZIP: | | |
| Email: | | | | | | |

This individual is an: applicant affiliate (spouse)

| | | | | | | |
|------------------|--|--------|--|----------------|--|--|
| Name: | | | | Contact Phone: | | |
| Mailing Address: | | | | | | |
| City: | | State: | | ZIP: | | |
| Email: | | | | | | |

Section 4 – Alcohol Server Education

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

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron 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, as set forth in AS 04.21.025 and 3 AAC 304.465.

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2017 2018

- The license was regularly operated continuously throughout each year. 2017 2018
- The license was regularly operated during a specific season each year. 2017 2018
- The license was only operated to meet the minimum requirement of 240 total hours each calendar year. 2017 2018
If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.
- The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years. 2017 2018
If this box is checked, a complete copy of 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 for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.





Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 6 – Written Orders

Written orders in calendar years 2019 and 2020: Yes No

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2019 and/or 2020?

Section 7 – Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018: Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018?

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 8 – Certifications

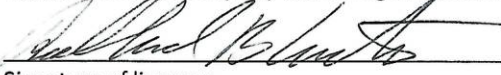
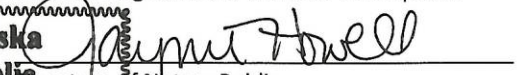

Read each line below, and then sign your initials in the box to the right of each statement: Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control (ABC) Board.

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

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 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or 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 to me as incomplete.

 Signature of licensee
 Signature of Notary Public
 State of Alaska
Notary Public
Jayne Howell
 Notary Public in and for the State of Alaska
 My Commission Expires: 3-7-22
 My commission expires: March 7 2022

Rob Land Printed name of licensee

Subscribed and sworn to before me this 8 day of November, 2018.

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

| | | | | | |
|---|------------|------------------|-----------|--------|------------|
| License Fee: | \$ 1500.00 | Application Fee: | \$ 300.00 | TOTAL: | \$ 1800.00 |
| Miscellaneous Fees: | | | | | |
| GRAND TOTAL (if different than TOTAL): | | | | | |



Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
 PROFESSIONAL LICENSING**

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)
[Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

| Type | Name |
|------------|-------------------|
| Legal Name | CITY MARKET, INC. |

Entity Type: Business Corporation

Entity #: 4875D

Status: Good Standing

AK Formed Date: 5/13/1960

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: PO BOX 140, WRANGELL, AK 99929

Entity Physical Address: 423 FRONT ST, WRANGELL, AK 99929

Registered Agent

Agent Name: BLAKE CHUPKA

Registered Mailing Address: 306 MAIN ST #326, KETCHIKAN, AK 99901

Registered Physical Address: 306 MAIN ST #326, KETCHIKAN, AK 99901

Officials

Show Former

| AK Entity # | Name | Titles | Owned |
|-------------|-------------------|----------------------------------|-------|
| | ROLLAND CURTIS | Director, President, Shareholder | 100 |
| | ROLLAND WIMBERLEY | Director, Vice President | |
| | SHIRLEY WIMBERLEY | Director, Secretary, Treasurer | |



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. 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

December 28, 2018

City & Borough of Wrangell
Attn: Kim Lane, MMC
VIA Email: clerk@wrangell.com

Re: Notice of 2019/2020 Liquor License Renewal Application

| | | | |
|---------------------------|--|------------------------|-----|
| License Type: | Package Store Beverage Dispensary | License Number: | 698 |
| Licensee: | Hungry Beaver, Inc | | |
| Doing Business As: | Marine Bar | | |

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

| | | | |
|--------------------|---------------------|-----------------|--------|
| Doing Business As: | Thirty Six Bistro | License Number: | 698 |
| License Type: | Beverage Dispensary | | |
| Examiner: | John | Transaction #: | 991311 |

| Document | Received | Completed | Notes |
|----------------------------|----------|-----------|-------|
| AB-17: Renewal Application | 12/10/18 | 12/20/18 | |
| App and License Fees | 12/12/18 | 12/12/18 | |

| Supplemental Document | Received | Completed | Notes |
|-----------------------------|----------|-----------|-------|
| Tourism/Rec Site Statement | | | |
| AB-25: Supplier Cert (WS) | | | |
| AB-29: Waiver of Operation | | | |
| AB-30: Minimum Operation | | | |
| AB-33: Restaurant Affidavit | | | |
| COI / COC / 5 Star | | | |
| FP Cards & Fees / AB-08a | | | |
| Late Fee | | | |

| | |
|--------------------|--|
| Names on FP Cards: | |
|--------------------|--|

| | Yes | No |
|---|-------------------------------------|--------------------------|
| Selling alcohol in response to written order (package stores)? | <input type="checkbox"/> | <input type="checkbox"/> |
| Mailing address and contact information different than in database (if yes, update database)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| In "Good Standing" with CBPL (skip this and next question for sole proprietor)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

LGB 1 Response:

Waive Protest Lapsed

LGB 2 Response:

Waive Protest Lapsed



Alaska Alcoholic Beverage Control Board

Form AB-17: 2019/2020 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

| | | | |
|-----------------------|----------------------------|-------------|--------------|
| Licensee: | Hungry Beaver, Inc | License #: | 698 |
| License Type: | Beverage Dispensary | Legal Ref.: | AS 04.11.090 |
| Doing Business As: | Marine Bar | | |
| Premises Address: | 640 Shakes Street | | |
| Local Governing Body: | City & Borough of Wrangell | | |
| Community Council: | None | | |
| Mailing Address: | PO Box 1313 | | |
| City: | Wrangell | State: | Alaska |
| | | ZIP: | 99929 |

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

| | | | |
|-------------------|----------------------|----------------|--------------|
| Contact Licensee: | Patty Kautz | Contact Phone: | 907 874 3620 |
| Contact Email: | PATTYKAUTZ@YMAIL.COM | | |

Optional: If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

| | | | |
|------------------|--|----------------|--|
| Name of Contact: | | Contact Phone: | |
| Contact Email: | | | |



Form AB-17: 2019/2020 Renewal License Application

Section 2 – Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a **corporation** or **LLC**. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

| | |
|-----------------------|----------|
| Alaska CBPL Entity #: | 10067535 |
|-----------------------|----------|

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a limited partnership, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

| | | | | | |
|-------------------|-------------------|--------|------------|----------|-------|
| Name of Official: | Dattya J Kautz | | | | |
| Title(s): | Pres/Sale Officer | Phone: | 9078743620 | % Owned: | 100 |
| Mailing Address: | PO Box 2312 | | | | |
| City: | Wrangell | State: | Alaska | ZIP: | 99929 |

| | | | | | |
|-------------------|--------------|--------|--|----------|--|
| Name of Official: | | | | | |
| Title(s): | Sale Officer | Phone: | | % Owned: | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |

| | | | | | |
|-------------------|----------------|--------|------------|----------|-------|
| Name of Official: | Dattya J Kautz | | | | |
| Title(s): | Secretary | Phone: | 9078743620 | % Owned: | 100 |
| Mailing Address: | PO Box 2312 | | | | |
| City: | Wrangell | State: | Alaska | ZIP: | 99929 |





Form AB-17: 2019/2020 Renewal License Application

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate (spouse)

| | | | | | |
|------------------|--|--------|--|----------------|--|
| Name: | | | | Contact Phone: | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |
| Email: | | | | | |

This individual is an: applicant affiliate (spouse)

| | | | | | |
|------------------|--|--------|--|----------------|--|
| Name: | | | | Contact Phone: | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |
| Email: | | | | | |

Section 4 – Alcohol Server Education

This section must be completed only by the holder of a **beverage dispensary, club, or pub** license or **conditional contractor's permit**. The holders of all other license types should skip to Section 5.

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

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron 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, as set forth in AS 04.21.025 and 3 AAC 304.465.

Section 5 – License Operation

Check a **single box** for each calendar year that best describes how this liquor license was operated:

2017 2018

The license was regularly operated continuously throughout each year.

The license was regularly operated during a specific season each year.

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of 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 for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.



Alaska Alcoholic Beverage Control Board
Form AB-17: 2019/2020 Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018:

| | Yes | No |
|---|--------------------------|-------------------------------------|
| Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 – Certifications

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

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.

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

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 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or 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 to me as incomplete.

Patty J Kautz
Signature of licensee

Jayne Howell
Signature of Notary Public

Patty J Kautz
Printed name of licensee

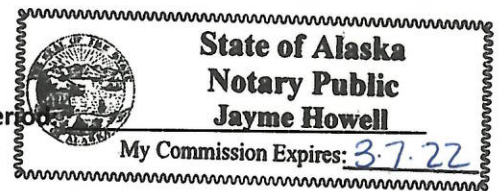
Notary Public in and for the State of Alaska

My commission expires: 3-7-2022

Subscribed and sworn to before me this 6 day of December, 2018.

Seasonal License? Yes No

If "Yes", write your six-month operating period.



| | | | | | |
|--|------------|------------------|-----------|--------|------------|
| License Fee: | \$ 2500.00 | Application Fee: | \$ 300.00 | TOTAL: | \$ 2800.00 |
| Miscellaneous Fees: | | | | | |
| GRAND TOTAL (if different than TOTAL): | | | | | |

Details

ENTITY DETAILS

Name(s)

| Type | Name |
|------------|--------------------|
| Legal Name | Hungry Beaver, Inc |

Entity Type: Business Corporation

Entity #: 10067535

Status: Good Standing

AK Formed Date: 9/7/2017

Duration/Expiration: Perpetual

Home State: WASHINGTON

Next Biennial Report Due: 1/2/2019 [File Biennial Report](#)

Entity Mailing Address: PO BOX 2313, WRANGELL, AK 99929-2313

Entity Physical Address: 640 SHAKES STREET, WRANGELL, AK 99929-2313

Registered Agent

Agent Name: Shirley Clark

Registered Mailing Address: PO BOX 1289, WRANGELL, AK 99929-1289

Registered Physical Address: 522 ZIMOVIA HIGHWAY, WRANGELL, AK 99929-1289

Officials

Show Former (None on file)

| AK Entity # | Name | Titles | Owned |
|-------------|-------------|-----------------------------------|-------|
| | Patty Kautz | President, Shareholder, Secretary | 100 |

Filed Documents

| Date Filed | Type | Filing | Certificate |
|------------|-----------------|-------------------------------|-------------------------------|
| 9/07/2017 | Creation Filing | Click to View | Click to View |

[Close Details](#)

[Print Friendly Version](#)



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. 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

December 28, 2018

City & Borough of Wrangell
Attn: Kim Lane, MMC
VIA Email: clerk@wrangell.com

Re: Notice of 2019/2020 Liquor License Renewal Application

| | | | |
|---------------------------|---------------------|------------------------|-----|
| License Type: | Package Store | License Number: | 701 |
| Licensee: | Hungry Beaver, Inc | | |
| Doing Business As: | Marine Liquor Store | | |

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

| | | | |
|--------------------|---------------------|-----------------|----------|
| Doing Business As: | Marine Liquor Store | License Number: | 701 |
| License Type: | Package Store | | |
| Examiner: | <i>John</i> | Transaction #: | 991306 ✓ |

| Document | Received | Completed | Notes |
|----------------------------|----------|-----------|-------|
| AB-17: Renewal Application | 12/10/18 | 12/20/18 | |
| App and License Fees | 12/12/18 | 12/12/18 | |

| Supplemental Document | Received | Completed | Notes |
|-----------------------------|----------|-----------|-------|
| Tourism/Rec Site Statement | | | |
| AB-25: Supplier Cert (WS) | | | |
| AB-29: Waiver of Operation | | | |
| AB-30: Minimum Operation | | | |
| AB-33: Restaurant Affidavit | | | |
| COI / COC / 5 Star | | | |
| FP Cards & Fees / AB-08a | | | |
| Late Fee | | | |

| | |
|--------------------|--|
| Names on FP Cards: | |
|--------------------|--|

| | Yes | No |
|---|-------------------------------------|-------------------------------------|
| Selling alcohol in response to written order (package stores)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Mailing address and contact information different than in database (if yes, update database)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| In "Good Standing" with CBPL (skip this and next question for sole proprietor)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

LGB 1 Response:

Waive
 Protest
 Lapsed

LGB 2 Response:

Waive
 Protest
 Lapsed



Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2019/2020 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing package store liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

| | | | |
|-----------------------|----------------------------|------------|--------------|
| Licensee: | Hungry Beaver, Inc | License #: | 701 |
| License Type: | Package Store | Statute: | AS 04.11.150 |
| Doing Business As: | Marine Liquor Store | | |
| Premises Address: | 640 Shakes Street | | |
| Local Governing Body: | City & Borough of Wrangell | | |
| Community Council: | None | | |

| | | | |
|------------------|-------------|--------|--------|
| Mailing Address: | PO Box 2313 | | |
| City: | Wrangell | State: | Alaska |
| | | ZIP: | 99929 |

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

| | | | |
|-------------------|----------------------|----------------|--------------|
| Contact Licensee: | Patty J Kautz | Contact Phone: | 907 874 3620 |
| Contact Email: | PATTYKAUTZ@YMAIL.COM | | |

Optional: If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

| | | | |
|------------------|--|----------------|--|
| Name of Contact: | | Contact Phone: | |
| Contact Email: | | | |



Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 2 – Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a **corporation** or **LLC**. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by using the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

| | |
|-----------------------|----------|
| Alaska CBPL Entity #: | 10067535 |
|-----------------------|----------|

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

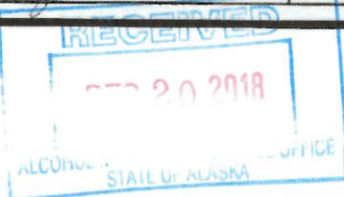
- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a limited partnership, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

| | | | | |
|-------------------|-------------------|--------|------------|--------------|
| Name of Official: | Dorothy J. Kautz | | | |
| Title(s): | Pres/Sale Officer | Phone: | 9078743620 | % Owned: 100 |
| Mailing Address: | PO Box 2313 | | | |
| City: | Wrangell | State: | Alaska | ZIP: 99929 |

| | | | | |
|-------------------|--------------|--------|--|----------|
| Name of Official: | | | | |
| Title(s): | Sale Officer | Phone: | | % Owned: |
| Mailing Address: | | | | |
| City: | | State: | | ZIP: |

| | | | | |
|-------------------|------------------|--------|------------|--------------|
| Name of Official: | Dorothy J. Kautz | | | |
| Title(s): | Secretary | Phone: | 9078743620 | % Owned: 100 |
| Mailing Address: | PO Box 2313 | | | |
| City: | Wrangell | State: | Alaska | ZIP: 99929 |





Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate (spouse)

| | | | | | |
|------------------|--|--------|--|----------------|--|
| Name: | | | | Contact Phone: | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |
| Email: | | | | | |

This individual is an: applicant affiliate (spouse)

| | | | | | |
|------------------|--|--------|--|----------------|--|
| Name: | | | | Contact Phone: | |
| Mailing Address: | | | | | |
| City: | | State: | | ZIP: | |
| Email: | | | | | |

Section 4 – Alcohol Server Education

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

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron 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, as set forth in AS 04.21.025 and 3 AAC 304.465.

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2017 2018

The license was regularly operated continuously throughout each year.

The license was regularly operated during a specific season each year.

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of 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 for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.



Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 6 – Written Orders

Written orders in calendar years 2019 and 2020:

Yes No

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2019 and/or 2020?

Yes No

Section 7 – Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

Yes No

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018?

Yes No

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 8 – Certifications

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

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

Initials: [Signature]

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control (ABC) Board.

Initials: [Signature]

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

Initials: [Signature]

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 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or 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 to me as incomplete.

[Signature]
Signature of licensee



State of Alaska
Notary Public
Jayme Howell

[Signature]
Signature of Notary Public

Daily J Kautz
Printed name of licensee

My Commission Expires 3-7-22 as Notary Public in and for the State of Alaska

My commission expires: 3-7-22

Subscribed and sworn to before me this 10 day of December, 2018.

Seasonal License? Yes No

If "Yes", write your six-month operating period: _____

| | | | | | |
|--|------------|------------------|-----------|--------|------------|
| License Fee: | \$ 1500.00 | Application Fee: | \$ 300.00 | TOTAL: | \$ 1800.00 |
| Miscellaneous Fees: | | | | | |
| GRAND TOTAL (if different than TOTAL): | | | | | |

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
 PROFESSIONAL LICENSING**

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database](#)
[Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

| Type | Name |
|------------|--------------------|
| Legal Name | Hungry Beaver, Inc |

Entity Type: Business Corporation

Entity #: 10067535

Status: Good Standing

AK Formed Date: 9/7/2017

Duration/Expiration: Perpetual

Home State: WASHINGTON

Next Biennial Report Due: 1/2/2019 [File Biennial Report](#)

Entity Mailing Address: PO BOX 2313, WRANGELL, AK 99929-2313

Entity Physical Address: 640 SHAKES STREET, WRANGELL, AK 99929-2313

Registered Agent

Agent Name: Shirley Clark

Registered Mailing Address: PO BOX 1289, WRANGELL, AK 99929-1289

Registered Physical Address: 522 ZIMOVIA HIGHWAY, WRANGELL, AK 99929-1289

Officials

| AK Entity # | Name | Titles | Owned |
|-------------|-------------|-----------------------------------|-------|
| | Patty Kautz | President, Shareholder, Secretary | 100 |

Show Former (None on file)

Filed Documents

BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING (PAGE 1)
DECEMBER 17, 2018**

FOR DETAILS, CONTACT:
DR. DEBBE LANCASTER
SUPERINTENDENT
DIRECT PHONE: 907-874-2347

- Approved the minutes of the November 15, 2018 Regular School Board Meeting
- Offered Karen Morse an extracurricular contract for the position of elementary drama
- Approved the Substitute Salary Schedule as presented, effective December 19, 2018
- Accepted the Fiscal Year 2018 audit as presented
- Accepted the Fiscal Year 2019 budget revision as presented
- Discussed the Fiscal Year 2020 budget assumptions and process
- Discussed Curriculum Review
- Accepted the first reading of Board Policy 2100, Administrative Organization
- Accepted the first reading of Board Policy 2110, Organization Chart/Lines of Responsibility
- Accepted the first reading of Board Policy 2120, Superintendent of Schools
- Accepted the first reading removing Board Policy 2122, Duties of the Superintendent from the policy manual
- Accepted the first reading of Board Policy 5110, Attendance
- Accepted the second reading of Board Policy 4212.62, Maintenance of Criminal Records
- Rejected the second reading of Board Policy 6182, Alternative Courses
- Accepted the third reading of Board Policy 1410, Interagency Cooperation for Student and Staff Safety for inclusion in the policy manual
- Recessed into Executive Session
- Reconvened into Regular Session with no further action taken
- Adjourned

**FOR RELEASE: 1:00 PM
DECEMBER 19, 2018**

PROCEEDINGS

MINUTES WRANGELL SCHOOL BOARD REGULAR MEETING October 8, 2018 6:30 PM Evergreen Elementary School Gym

| | |
|--|--|
| <p>Superintendent Debbe Lancaster called the regular meeting of the Wrangell Public School Board to order at 6:30 P.M. on October 8, 2018.</p> | <p>CALL TO ORDER</p> |
| <p>A quorum was determined with the following school board members present: Aaron Angerman, Annya Ritchie, Jessica Rooney, Aleisha Mollen and David Wilson. Also present was Superintendent Debbe Lancaster and Recording Secretary Kimberly Powell.</p> | <p>DETERMINE QUORUM</p> |
| <p>David Wilson nominated Aleisha Mollen for the position of School Board President, seconded by Jessica Rooney. Motion to close nominations for the position of School Board President by Jessica Rooney, seconded by David Wilson. Motion to appoint Aleisha Mollen to the position of School Board President by Jessica Rooney, seconded by David Wilson. Poll vote: Aleisha Mollen: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion passed unanimously. Dr. Lancaster passed the gavel to President Mollen.</p> | <p>APPOINTED ALEISHA MOLLEN SCHOOL BOARD PRESIDENT</p> |
| <p>Motion to nominate Jessica Rooney for the position of School Board Vice-president by Aaron Angerman, seconded by Annya Ritchie. Motion to close nominations for the position of School Board Vice-president by Dave Wilson, seconded by Annya Ritchie. Motion to appoint Jessica Rooney as School Board Vice President by Dave Wilson, seconded by Annya Ritchie. Poll vote: Aleisha Mollen: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aaron Angerman: Yes. Motion passed unanimously.</p> | <p>APPOINTED JESSICA ROONEY AS SCHOOL BOARD VICE- PRESIDENT</p> |
| <p>Motion to nominate Aaron Angerman for the position of School Board Secretary by Jessica Rooney, seconded by Annya Ritchie. Motion to close nominations for the position of School Board Secretary by Jessica Rooney, seconded by Annya Ritchie. Motion to appoint Aaron Angerman to the position of School Board Secretary by Jessica Rooney, seconded by Annya Ritchie. Poll vote: Jessica Rooney: Yes; David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion passed unanimously.</p> | <p>APPOINTED AARON ANGERMAN TO THE POSITION OF SCHOOL BOARD SECRETARY</p> |
| <p>The Pledge of Allegiance was recited, led by 4th Grade Students, Andrei Siekawitch and Sydney Young</p> | <p>PLEDGE OF ALLEGIANCE</p> |
| <p>The District Mission, Vision and Values were recited by 4^m Grade Students, Andrei Siekawitch and Sydney Young.</p> | <p>DISTRICT MISSION, VISION AND VALUES</p> |
| <p>Kellan Eagle, Student Body President introduced himself to the board members and read the Student Representative report.</p> | <p>STUDENT REPRESENTATIVE REPORT</p> |
| <p>Board President Aleisha Mollen presented the AASB Excellence Boardsmanship Award to herself and the AASB Basic Boardsmanship to Jessica Rooney.</p> | <p>SCHOOL BOARD RECOGNITION</p> |
| <p>The agenda was approved by unanimous consent.</p> | <p>APPROVAL OF AGENDA</p> |
| <p>Mikki Angerman spoke on behalf of the staff at Evergreen Elementary School and read a letter into the minutes expressing unanimous support of Virginia Tulley, Elementary Principal</p> | <p>GUESTS TO BE HEARD</p> |
| <p>Ryan Howe, WTA President, told the board members that the Wrangell Teachers' Association will be hosting a reading event on Tuesday, December 11, 2018 and invited the board members to participate.</p> | <p>REVIEWED CORRESPONDENCE</p> |
| <p>There was no correspondence on the agenda.</p> | <p>ACCEPTED INFORMATION & REPORTS</p> |
| <p>Information & Reports were accepted by unanimous consent.</p> | <p>ACCEPTED INFORMATION & REPORTS</p> |

Motion to approve the consent agenda by Annya Ritchie; seconded by Jessica Rooney. Poll vote: Dave Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

- Approve the minutes of the September 17, 2018 Regular Board Meeting and the October 1, 2018 Special School Board as presented

APPROVED THE ITEMS ON THE CONSENT AGENDA

President Mollen appointed the Budget Standing Committee Members: Aaron Angerman, Georgianna Buhler, Deborah Lancaster and Drew Larrabee

APPOINTED BUDGET STANDING COMMITTEE MEMBERS

President Mollen appointed Diane O'Brien and Annya Ritchie to the Curriculum Standing Committee.

APPOINTED CURRICULUM STANDING COMMITTEE MEMBERS

Motion to allow Board Member Wilson to abstain from voting on a contract for his daughter Kaelene Harrison by Aaron Angerman, seconded by Jessica Rooney. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved.

OFFERED AN EXTRACURRICULAR CONTRACT TO KAELENE HARRISON, MIDDLE SCHOOL GIRLS ASSISTANT BASKETBALL COACH

Motion to offer Kaelene Harrison an extracurricular contract for the position of Middle School Girls Assistant Basketball Coach pending receipt of a satisfactory criminal background check, a satisfactory drug test and a waiver from the Commissioner of Education. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved.

Motion to allow Board Member Aaron Angerman to abstain from voting on the sale of laptops to retiring staff members since his father is one of the retirees by Jessica Rooney; seconded by Dave Wilson. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

APPROVED THE SALE OF LAPTOPS TO RETIRING STAFF MEMBERS FRED ANGERMAN AND PAM ROOPE

Motion to approve the sale of the laptops indicated to retiring staff members Fred Angerman and Pam Roope in the amount of \$224.75 each by Annya Ritchie; seconded by Jessica Rooney. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved.

Motion to accept the first reading of Board Policy 1410, Interagency Cooperation for Students and Staff Safety as presented by Jessica Rooney; seconded by Aaron Angerman. Poll vote: Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aaron Angerman: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

ACCEPTED THE FIRST READING OF BOARD POLICY 1410, INTERAGENCY COOPERATION FOR STUDENT AND STAFF SAFETY

Motion to accept the first reading of Board Policy 2123.1, Formative Superintendent Assessment as presented by Jessica Rooney; seconded by David Wilson. Poll vote: Jessica Rooney: Yes; David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

ACCEPTED THE FIRST READING OF BOARD POLICY 2123.1 FORMATIVE SUPERINTENDENT ASSESSMENT

Motion to accept the first reading of Board Policy 3515, School Safety and Security as presented by David Wilson; seconded by Jessica Rooney. Poll vote: David Wilson: Yes; Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

ACCEPTED THE FIRST READING OF BOARD POLICY 3515 SCHOOL SAFETY AND SECURITY

Motion to accept the second reading of Board Policy 7132, Advisory Committees to the Board replacing current Board Policy 1230 by Aaron Angerman; seconded by Jessica Rooney. Poll vote: Aaron Angerman: Yes; Annya Ritchie: Yes; Jessica Rooney: Yes; David Wilson: Yes; Aleisha Mollen: Yes. Motion approved unanimously.

ACCEPTED THE SECOND READING OF BOARD POLICY 7132, ADVISORY COMMITTEES TO THE BOARD

The School Board reviewed Board Policy 2123, Superintendent Evaluation.

REVIEWED BOARD POLICY 2123, SUPERINTENDENT EVALUATION

Reviewed the upcoming dates and meeting announcements.

REVIEWED DATES & MTG ANNOUNCEMENTS

Board Member Wilson told the other board members that he attended the Alaska Safety & Training meeting and will submit a report in November. He will also present to the district Safety Committee.

BOARD MEMBER COMMUNITY ACTIVITY REPORTS

Jessica Rooney serves on the School Safety and Discipline Ad Hoc Committee and shared that the process is going well. She is also volunteering with youth basketball.

Annya Ritchie said that prior to becoming a School Board member, she attended the Secondary Advisory Committee meeting. She would like to see the board encourage participation from staff and students.

Aaron Angerman thanked everyone for allowing him to serve on the School Board and said he hopes to continue to see a high voter turnout in Wrangell.

**BOARD MEMBER COMMUNITY
ACTIVITY REPORTS**

Aleisha Mollen welcomed the new School Board members and congratulated Mr. Angerman and Mrs. Roope on their retirement.

Meeting Adjourned at 7:10 P.M.

ADJOURNED AT 7:10 P.M.



SECRETARY/TREASURER

**WRANGELL PORT COMMISSION
REGULAR MEETING MINUTES
Thursday, April 16, 2018 at 7:00 p.m.
Wrangell Borough Assembly Chambers**

1. **CALL TO ORDER 7:00PM**
2. **ROLL CALL**
Morrison Absent, Mitchell, Martin, Yeager, and Harbor Master Greg Meissner in Attendance
3. **RECOGNIZE NEW MEMBER** -Loretto Jones-put on next agenda, she unable to make meeting.
4. **APPROVAL OF MINUTES**
 - a. March 1, 2018 Regular Meeting Minutes
*M/S: Mitchell/Yeager approved minutes of the Regular Port Commission as presented.
Approved Unanimous Consent.*
5. **AMENDMENTS TO THE AGENDA**
None
6. **CORRESPONDENCE**
Letter from Kim-Assembly appointing Loretto Jones to the Port Commission and the letter from Loretto Jones that was submitted.
7. **PERSONS TO BE HEARD**
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None
8. **REPORTS**
 - a. **Harbormaster**
 - *SMB project is slower than had hoped. Process will start as soon as we have things out to bid.*
 - *Boat Yard is getting busy. We are running out of room for the boats looking to come out.*
 - *PD coming to town to look at disposable sights.*
 - *Summer floats are getting ready and will be going into position first week of May. We have more ships and a couple of charter operators this year.*
 - *Meissner will be bringing commissioners a proposal to create an electrical equipment repair fee to cover the receptacles and breakers.*
 - *Boat Yard Traffic and the Letter that was already submitted from the Port.*
 - b. **Commissioners**
None
 - c. **Port and harbor safety concerns**
 - *Commissioner Yeager-PFD's when operating skiffs*
 - d. **Mariner's Memorial**
 - *Commissioner Martin-Next event is the fish fry-May 20th on site at Heritage Harbor weather permitting. To generate more money and membership.*
 - *Responsibility and ownership of property-(Memorandum of Understanding)*
9. **UNFINISHED BUSINESS**
 - a. **Marine Service Center Lease Options**
 - *Manger is looking into to all leases and is working on correcting them.*

- *Commission Yeager didn't want MSC Leases to be included in with all other leases due to the fact that the Port had been working on this for a long time. Port owes it to the vendors and wants to move this forward.*

b. **Meyers Chuck update**

- *Meissner will be heading there to wash floats and check in with the folks. Meissner wants to get with Carol Rushmore about submitting matching grant for the float.*

10. **NEW BUSINESS**

a. **Budget**

*M/S: Mitchell/Yeager made the Motion to approve the budget with the corrections to be made and forwarded back to the Port Commissioners when completed.
Poll Vote-Unanimous consent*

b. **Shoemaker Bay**

- *Meissner already spoke to commissioners in regards to SMB.*

c. **Cruise Ship Security Personnel Rate Change**

M/S: Yeager/Mitchell made the Motion to approve the Proposed Ordinance Change: Amending Section 14.11.005(CC), Fee Schedule. Amendment of the Wrangell Municipal Code is amended to read: Port Security Personnel Cruise Ship Fee from \$20 to \$25 per hour for a security person at the dock while a cruise ship is moored to the CBW dock.

Poll Vote

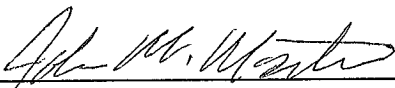
Approved/Unanimous Consent

11. **CLOSING**

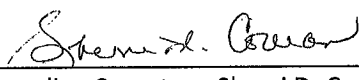
a. **Next Agenda Items**

- *New Business-Boat Yard Traffic*
- *MSC Lease Options-Unfinished business*
- *Next Meeting May 3rd*

Adjourn meeting 7:45 PM



Port Chairman-John Martin



Recording Secretary-Sherri D. Cowan

**WRANGELL PORT COMMISSION
REGULAR MEETING MINUTES**

**Held Thursday, May 3, 2018 at 7:00 p.m. will adjourn until May 8, 2018 at 12:00
PM to discuss Item 10C
Wrangell Borough Assembly Chambers**

1. CALL TO ORDER 7:00 PM

2. ROLL CALL

*Morrison, Mitchell, Jones, Martin, Yeager-All Commissioners Present
Jones-Absent*

3. RECOGNIZE NEW MEMBER -Loretto Jones

4. APPROVAL OF MINUTES

a. April 16, 2018 Regular Meeting Minutes

*M/S: Mitchell/Yeager approved minutes of the Regular Port Commission as presented.
Approved Unanimous consent*

5. AMENDMENTS TO THE AGENDA

*Yeager-Amendment to the agenda to include recommendation for Tidelands Lease
Agreement and Agenda Statement for the Mariner's Memorial to New Business 10c and
Letter of Recommendation to 10d from persons to be heard*

*M/S: Jones/Yeager approved amendments to the agenda
Approved Unanimous consent*

6. CORRESPONDENCE

a. Letter from Patty Kautz requesting to lease a portion of the city parking lot, located on Shakes Street for the purpose of patrons and personal parking. The request for a 30' x 114' section adjacent to the existing Tidelands Lease that is leased by the Hungry Beaver, Inc. (Patty Kautz)

7. PERSONS TO BE HEARD

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DJ McConachie-3.5 Shoemaker Loop Road. He sits on a board Wrangell Cooperative Association and was given a monetary gift from Search and the tribe is looking for ideas on how to spend the money. He submitted his idea to the tribe and would like a letter of support to bring in a mariner time instructor. They offer mariner time safety classes. He wants to appeal to kids running the river and seasonal fisherman. He would like to have customers who take this class to be educated.

8. REPORTS

a. **Harbormaster**

- *Boat Yard-busy and getting crazy*
- *4/24/18 MSC had a minor incident in the yard hauling out a boat-middle strap moved and shot forward on Tuesday. They shut down everyone was okay. They did have a safety meeting on Friday.*
- *Summer floats-two are going in tomorrow and rest in by Monday if weather permitted*

- Myers Chuck trying to plan to make a run there and wash docks and see everyone.
 - SMB advertises Monday. June 4th is bid closing and contractor by 10th of September.
 - Harbor traffic is starting to increase
- b. **Commissioners**
- None
- c. **Port and harbor safety concerns**
- Meissner spoke to Commissioners stating in the last three weeks they had two or three people falling in the water possibly due to alcohol
 - Commissioner Yeager-Notices that employees are wearing safety gear.
 - Commissioner Martin-Series of nail heads sticking up in the boards in Reliance.
- d. **Mariner's Memorial**
- Commissioner Martin- Fish Fry May 20th at Heritage Harbor, they will have a Blessing of the fleet, music and tee shirts for sale.
9. **UNFINISHED BUSINESS**
- a. **Marine Service Center Lease Options**
- Meissner spoke to the Commissioners and the City Manager is still working on Lease Options and will probably be pushed back to the fall. Meissner met with the Assessors that are in town. They are here doing assessments in the boat yard. He explained how we arrived at our rates and how we got there. He asked her if they could assist the Port to figure out what a fair and equitable, per square foot monthly rental fee would be for all vendors in the MSC. Meissner to speak to Lisa and get permission for fee to proceed forward.
- b. **Budget**
- Meissner spoke to the Commissioners about the Budget and the Deferred Maintenance Fund
M/S: Yeager/Jones made the motion to approve the budget as presented
Poll Vote- Approved Unanimous consent
10. **NEW BUSINESS**
- a. **Boat Yard Traffic**
- Meissner spoke to Commissioners and presented the letter given on 11/9/2016 to vendors regarding the tour season and restricted access to Wrangell Marine Service Center.
 - Commissioner Martin stated that we send a reminder letter stating that there will not be any tours though the Wrangell Marine Service Center this 2018 season due to safety and liability. Meissner to send out letter and address signage with City Manager. Meissner to send out letter.
 - Permanent and appropriate signage in the Wrangell Marine Service Center
Meissner to address signage with City Manager.
- b. **Motion to approve the lease of a portion of City owned Tidelands adjacent to existing Tidelands Lease that is leased by the Hungry Beaver, Inc. (Patty Kautz)**
- M/S: Mitchell/Yeager made the Motion to approve the lease of City owned Tidelands narrower than requested, approximately 2700 square feet, with the western boundary not exceed 22' wide for the purpose of a parking only. Lot 36 Block 7 and Lot 16 Block 7A.
Poll Vote-Approved Unanimous Consent
- c. **Mariner's Memorial Tidelands Lease Agreement and City and Borough of Wrangell Borough Assembly Agenda Statement-Reconvened May 8, 2018 12:00 PM**

All present and accounted for except Mitchell and Yeager

- Commissioners decided to reconvene Tuesday, May 8, 2018, meeting 12:00 PM to finish up New Business 10c.

Reconvened May 8, 2018 12:00 PM

Roll Call

- Morrison, Jones, Martin present except Mitchell and Yeager absent.
- Martin spoke to commissioners page by page of the Mariner's Memorial lease agreement.
- M/S: Jones/Morrison made the motion to approve the Mariner's Memorial Tidelands Lease Agreement and the City and Borough of Wrangell Borough Assembly Agenda Statement with corrections to be made. (from Valdez to Wrangell)

Poll Vote-Approved Unanimous consent

d. **Letter of Recommendation**

M/S: Mitchell/Yeager moves to approve the letter of recommendation with Yeager drafting letter.

Approved unanimous consent


11. CLOSING

a. **Next Agenda Items**


- Marine Service Center Lease Options
- Senate Bill 92-Delerect Vessels-New Business

Adjourn meeting on May 3, 2018 7:35 pm

Adjourn reconvened meeting on May 8, 2018 12:42 PM



Port Chairman-John Martin



Recording Secretary-Sherri D. Cowan

**WRANGELL PORT COMMISSION
REGULAR MEETING MINUTES
Thursday, June 07, 2018 at 7:00 p.m.
Wrangell Borough Assembly Chambers**

1. CALL TO ORDER 7:00

2. ROLL CALL

Morrison, Mitchell, Jones, Martin, Yeager-Mitchell arrived 7:04 & Yeager absent

3. APPROVAL OF MINUTES

a. May 3 and Reconvened May 8, 2018 Regular Meeting Minutes

M/S: Jones/Morrison approved minutes of the Regular Port Commission as presented.

Approved Unanimous Consent

4. AMENDMENTS TO THE AGENDA

None

5. CORRESPONDENCE

None

6. PERSONS TO BE HEARD

During this section of the agenda, the Port Commission will invite and listen to topics not on the agenda. The Commission will note the topics and will not take any official action on any of the topics presented, but will refer items to the administration to be researched. Members of the public will be given the opportunity to speak on agenda items at the time the item is introduced for action and/or discussion.

None

7. REPORTS

a. Harbormaster

None

b. Commissioners

Commissioner Martin asks if there is any new information in regards to SMB project. Commissioners Mitchell-Power on Main Island all receptacles are wrong and need new pedestals. They costs look like pedestals are \$3000 to put them in. Commission Martin will get with Greg-Harbor Master.

c. Port and harbor safety concerns

Commissioner Morrison noticed they put doggie bags in at the docks and buckets in the harbors. Needs one at launch ramp at Heritage.

Commissioner Jones drove by SMB and she would like to see if we could mark the floats and flag them not to use so it is not a liability for the City.

d. Mariner's Memorial

Commissioner Martin-Fish fry was a successful event. A lot of new members and donations were made.

8. UNFINISHED BUSINESS

a. Marine Service Center Lease Options

Commissioner Martin still waiting on information from Appraiser

Commissioner Mitchell speaks to Commissioners about concerns of the Mariner's Memorial Lease and it could possibly be the same for the Marine Service Center.

There are two clauses that he wanted the Commissioners to be aware of the clauses for the MSC Leases.

1-Hazardous waste in the yard

2-City has the option to have the lessor to remove everything in the MSC.

9. NEW BUSINESS

a. Senate Bill 92-Derelict Vessels

Commissioner Jones speaks to the Commissioners about the derelict vessels-Senate Bill 92.

- *She would like to have an ordinance on the books to protect Wrangell and our port.*
- *She would like vessels to have insurance and vessels have to move on their own power.*
- *She also spoke to the Commissioner about Opportunity Zones through Dep. Of Commerce. They select areas for community support, project feasibility, work force rating, economic hardship, geographic representation and investment opportunity. She also speaks to Commissioners about a new scrap shear and metal recycling.*

Commissioner Mitchell speaks to Commissioner and discusses the mandatory insurance for boat owners. Insurance needs to be defined and we needs to be researched.

b. Reapprove Modified Mariner's Memorial Tidelands Lease Agreement

M/S: Jones/Mitchell made the motion to approve and reapprove the modified Mariner's Memorial Tidelands Lease Agreement.

Poll Vote

Motion carried-Unanimous Consent

c. Opportunity Zones for Alaska

Went over above and included in previous discussion.

10. CLOSING

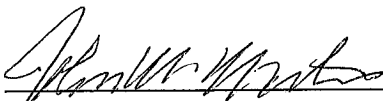
a. Next Agenda Items

MSC Lease Option-Unfinished business

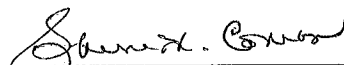
No New Business

Last meeting till fall.

Adjourn 7:38 PM



Port Chairman-John Martin



Recording Secretary-Sherri D. Cowan

**WRANGELL PORT COMMISSION
REGULAR MEETING MINUTES
Thursday, November 1, 2018 at 7:00 p.m.
Wrangell Borough Assembly Chambers**

1. CALL TO ORDER 7:00 PM

2. ROLL CALL

Morrison, Mitchell, Merritt, Martin, Yeager (All present)

3. Recognize new member-Brian Merritt

Election of Chairman

Mitchell/Morrison nominates as Martin as Chairman- Martin accepts

M/S: Yeager/Morrison nominates John Martin as Chairman

Motion Approved-Unanimous Yes

Election of Vice Chairman

Mitchell/Morrison nominates Yeager as Vice Chairman-Yeager accepts

M/S: Martin/Mitchell nominates Yeager as Vice Chairman.

Motion Approved-Unanimous Yes

4. APPROVAL OF MINUTES

a. June 7, 2018 Regular Meeting Minutes

M/S: Mitchell/Yeager motion to approve minutes –Unanimous Yes

5. AMENDMENTS TO THE AGENDA

None

6. CORRESPONDENCE

a. Stikine River Jet Boat Association

Reference: Capital Project Requests and Port Planning

7. PERSONS TO BE HEARD

During this section of the agenda, the Port Commission will invite and listen to topics not on the agenda. The Commission will note the topics and will not take any official action on any of the topics presented, but will refer items to the administration to be researched. Members of the public will be given the opportunity to speak on agenda items at the time the item is introduced for action and/or discussion.

Jim Leslie-326 First Ave representing Stikine River Jet Boat Association.

He would like to have some input in staging and ideas in a workshop. They are requesting to be included in the planning process and discuss ideas. He wants to discuss the 4th of July and Cruise Ships dockage. They would like to have another summer float on the south side. On the north side ramp it is really slippery and would like to have it replaced. Prioritize dock space for vessels servicing the ship with tours. He would also like signage to deter non-ship related traffic from driving through loading areas on ship days.

Brenda Swartz Yeager-5 Mile Loop Road.

She is here to support of Jim Leslie's request. She introduced the Wrangell Visitor Industry pamphlet given to the Commissioners. She discussed the lack of staging areas and would like to think about other areas. Littering passengers, it throws off their schedules.

8. REPORTS

a. Harbormaster

- 1) SMB- Project started 9-10-18 and this is the demolition portion. Dredging is going good. Footings and walls will get poured, all electrical, water, sewer will get put into the ground then filled with rock and finally pour the flat.
- 2) Management System- Meissner is getting costs together for new management system as well as a new hoist card system.
- 3) Harbor Master's Conference-It went well. A couple of issues will be affecting us in the cruise ship industry and the aging of the fleet. Cruise ships are getting bigger. We need to decide if we want those size ships coming here or not.
- 4) Derelict vessels
- 5) Harbor Master would like some language that is easy to enforce and stays from harbormaster to harbormaster in regards to boats utilizing our harbors as storage units.
- 6) Commercial Fish Show is November 15-19; Seattle boat show is in late January 23-February 2nd

b. Commissioners

Commissioner Yeager-He would like to know what the fall work list looks like. Meissner speaks to Commissioners about Inner Harbor and putting plows and 4 wheelers together.
Commissioner Merritt-Rest room facilities and dumpsters in the harbors.
Meissner speaks to Commissioners about the facilities and dumpsters and cameras in the harbor.

c. Port and Harbor Safety Concerns

None

d. Mariner's Memorial

Commissioner Yeager-He had a meeting last week. He stated that we had received a nice donation from one of the fish processors here in town. Brennon is going to put something together for the Rasmussen Foundation. He is getting started on plaques.

9. UNFINISHED BUSINESS

a. Marine Service Center Lease Options

Meissner speaks to Commissioner-Still waiting on City Manager and Assessor getting the information to the Commissioners.

10. NEW BUSINESS


a. Discussion of potential uses of land area between the Nolan Center and Murkowski's boat

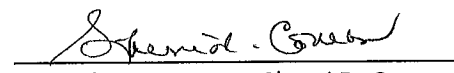
Meissner speaks to the Commissioner about the land between the Nolan Center and Murkowski's boat and getting a MOU.

11. CLOSING

a. Next Agenda Items

- 1) Marine Service Center Lease Options-Unfinished Business
 - 2) Workshop for Capital Projects and Port Planning
 - 3) Ordinance Revision of Dumpsters & Derelict Vessels
 - 4) Next meeting December 6, 2018
- Adjourn meeting 8:33 PM


Port Chairman-John Martin


Recording Secretary-Sherri D. Cowan

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

| | | |
|---|---------------------|------------------------------------|
| <u>AGENDA ITEM TITLE:</u> Clerk's File | <u>NO.</u> 8 | <u>Date</u> January 8, 2019 |
| <u>SUBMITTED BY:</u> Kim Lane, Borough Clerk | | |

CALENDAR:

- 1-8** Regular Assembly mtg. @ 7p.m. in the Assembly Chambers
- 1-10** Planning & Zoning Commission mtg. @ 7p.m. in the Assembly Chambers
- 1-22** Regular Assembly mtg. @ 7p.m. in the Assembly Chambers

SEAPA Board Meeting is scheduled for February 28, 2019 in Ketchikan



***Alaska Municipal League Winter Legislative
Conference
February 19-21, 2019 in Juneau***

Mayor Prysunka will be attending, along with Manager Von Bargaen.



***Southeast Conference Mid-Session Summit
February 12-13, 2019 in Juneau***

Assembly Member Decker will be attending, along with Manager Von Bargaen.

Clerk vacation: I will be out of the office from January 19th and will return on February 6th. In my absence, Cyni Cray will be the Clerk for the January 22, 2019 Regular Assembly meeting.



REQUEST FOR INFORMATION

(Complete Idiots Guide to Robert's Rules)

This is considered an Incidental Motion. These motions help the members to have all the information so that they can make an informed decision on the question before them.

Here are two ways that this motion can be implemented:

Parliamentary Inquiry:

You are in a meeting. You want to do something, but you don't know how to do it. All you do is say, "Mayor, I have a *Parliamentary Inquiry*". The Mayor should then say, "Please state your inquiry". You state your inquiry, and the Mayor answers the inquiry. If he does not know the answer, he can call upon someone who can assist (i.e. Manager/Clerk).

Point of Information:

You are in a meeting. This time you are listening to the debate and believe that it would be helpful to have additional information on the motion. To find out if anyone else has the information that you need, you simply say "Mayor, I have a *Point of Information*". The Mayor should then say, "Please state your Point." You state your question, and the Mayor answers the question or calls upon someone else to answer it.

Both requests can interrupt the speaker, but only if doing so is necessary. Neither motion requires a second, and they are not debatable or amendable. There is no vote taken since the inquiry is responded to by the Mayor or by someone that the Mayor appoints to answer the inquiry.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|-----------------------------|------------|----------|-------------|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 9 | <u>Date</u> | January 8, 2019 |
| Mayor and Assembly Business | | | | |
| <u>SUBMITTED BY:</u> | | | | |
| Kim Lane, Borough Clerk | | | | |

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS:

INFORMATION: This agenda item is reserved for the mayor and assembly to provide reports or comments and to introduce items not previously on the agenda which need to be brought to the attention of the entire assembly or the staff. Assembly members may hold limited discussion on these topics or ask the borough manager or the borough clerk for clarifying information. By majority consent of the assembly, the mayor or assembly may give direction to the borough manager or the borough clerk to add an item for consideration for the next regular assembly meeting. Other than as described in this subsection I, no action may be taken by the assembly under this agenda item.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---------------------------------|------------|------------|-------------|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 10a | <u>Date</u> | January 8, 2019 |
| Mayor and Assembly Appointments | | | | |
| <u>SUBMITTED BY:</u> | | | | |
| Kim Lane, Borough Clerk | | | | |

MAYOR/ASSEMBLY APPOINTMENTS:

➤ **10a: Boards/Commission Appointments**

Letters for Planning & Zoning Commission Appointment received from:

There were no letters received for this vacancy.

- Planning & Zoning Commission (until 10/2021)

Recommended Action:

Mayor: If there are no objections, I will appoint _____ to fill the vacancy on the Planning & Zoning Commission until October 2021.

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

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

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

Motion: Move to appoint _____ to fill the vacancy on the _____ for the term up until October _____.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---------------------------|------------|------------|--------------|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 12a | <u>DATE:</u> | January 8, 2018 |
|---------------------------|------------|------------|--------------|-----------------|

PROPOSED RESOLUTION NO. 01-19-1439 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LAND IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE SECTION 16.12.040, SPECIFICALLY THE 15 FOOT VACATED ALLEYWAY EXTENDING FROM FRONT STREET TO SILVERNAIL WORK ROAD AND THAT PORTION OF LOTS 1 AND 2, BLOCK B, SORTYARD SUBDIVISION, PLAT NO. 2001-3, NOW PART OF NEW LOTS AA AND CC OF THE BAY COMPANY REPLAT AND ALLEY VACATION II, TO CHET AND BARBARA POWELL, IN THE AMOUNT OF \$36,500

| | |
|--|--|
| <u>SUBMITTED BY:</u> | <u>FISCAL NOTE:</u> |
| Lisa Von Bargaen, Borough Manager | Expenditure Required: none |
| | Amount Budgeted: none |
| | Account Number(s): none |
| | Account Name(s): none |
| <u>Reviews/Approvals/Recommendations</u> | |
| <input type="checkbox"/> Commission, Board or Committee | Unencumbered Balance(s) (prior to expenditure): |
| Name(s) | n/a |
| | |
| <input type="checkbox"/> Attorney | |
| <input type="checkbox"/> Insurance | |
| | |
| <u>ATTACHMENTS:</u> | |
| 1. Resolution No. 01-19-1439; 2. Plat; 3. Map of Sale Area; 4. Appraisal | |

RECOMMENDATION MOTION:
 Move to approve Resolution No. 01-19-1439 that authorizes the conveyance of public land to Chet and Barbara Powell for the amount of \$36,500.

SUMMARY STATEMENT:
 In 2014, the Bay Company began the process to request to vacate the alley adjacent to their property and purchase City lands up to the port fence of the Marine Service Center that runs from Front Street to Silvernail Work Road; as well as purchase a portion of Silvernail Work Road. There were a number of

meetings and hearings held by the Planning & Zoning Commission over a two-year period pertaining to the complexity of the request.

Prior to the Downtown Revitalization project, the Bay Company requested and received the approval to vacate 5 feet of the Alley located to the north of their property and adjacent to Borough owned port property. It was agreed that after the Front Street project was completed and the as-built for the project was completed, the survey for the alley vacation would be finalized. During this time period, they came forward to request to purchase Borough land that included the alleyway and portions of the two lots up to the fence surrounding the Marine Service Center on the north, as well as the platted Silvernail Work Road Right-of-way from their property line to the fence/gate of the Marine Service Center to the west.

On February 24, 2015, the Borough Assembly held a Public Hearing on the Vacation of the Alleyway, followed by the approval by the Assembly at their Regular meeting to vacate the entire alley, sell the public land up to the Marine Service Center fence line adjacent to the northern Bay Company property line, but not vacate and sell a portion of the Silvernail Work Road ROW to the fence line. As part of the discussions at the Planning & Zoning Commission, it was agreed to vacate the platted Silvernail Right-of-Way through the Marine Service Center (MSC) Yard, because that ROW was not actually the driving path of the MSC Yard and replace it with the access easement that was actually being utilized. The vacation of the Silvernail ROW will be part of a subsequent plat of the MSC Yard.

A utility easement was designated in the area where the alleyway was being vacated because of the electrical lines and additional easement issues for the City sewer/water to assure future delivery of utilities within this route. Because of the depth and location of the pipes in Front Street, there was a delay in determining the final utility easement required. The plat presented should provide the Borough with the necessary utility easements for any future service needs.

The preliminary plat was approved by the Planning & Zoning Commission in August of 2018 and final plat in November of 2018. The Bay Company's process to vacate the alley and purchase additional property began at least in 2014. With this plat, the alleyway is vacated in its entirety and replaced with a utility easement extending from Front Street to Silvernail Work road and all the way to the new property boundary (fence line) between the MSC Yard and Bay Company. Remaining portions of former Lots 1 and 2 owned, by the City and part of the Marine Service Center, have been combined into one single lot. Please see the attached plat for a visual understanding of the new lot layout.

A second copy of the plat is attached to this agenda statement including that shows the area proposed for sale. Please note this version is the preliminary plat which shows the existing structures on the property. Using the plat with the structures on it helps provide greater visual context of the area being sold. The sale area is shaded in blue. Also attached to the agenda statement is the appraisal of the property completed by Appraisal Company of Alaska on August 13, 2018 setting the fair market value of the property at \$36,500.

In conformance with WMC Section 16.12.010, Applicability of Provisions, staff has published public notice of this proposed sale at least 14 days before the request to adopt Resolution No. 01-19-1439. Following approval of the disposition of property by the Assembly, WMC Section 16.12.040(b) requires the Clerk give notice of the sale by publication of notice in a newspaper of general circulation in

the borough at least 30 days before the date of the sale and the notice shall be posted within that time in at least three public places in the borough. Therefore, the sale will not be effective until after the 30-day notice/posting period is through.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO: 01-19-1439

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AUTHORIZING THE CONVEYANCE OF PUBLIC LAND IN CONFORMANCE WITH WRANGELL MUNICIPAL CODE SECTION 16.12.040, SPECIFICALLY THE 15 FOOT VACATED ALLEYWAY EXTENDING FROM FRONT STREET TO SILVERNAIL WORK ROAD AND THAT PORTION OF LOTS 1 AND 2, BLOCK B, SORTYARD SUBDIVISION, PLAT NO. 2001-3, NOW PART OF NEW LOTS AA AND CC OF THE BAY COMPANY REPLAT AND ALLEY VACATION II, TO CHET AND BARBARA POWELL, IN THE AMOUNT OF \$36,500

WHEREAS, the Borough Assembly, at their meeting held February 24, 2015 held a Public Hearing and at the Regular meeting that followed, approved the alley vacation request to vacate the remainder of an alleyway, adjacent to Lot A and Lot C, Bay Company Replat; and

WHEREAS, the Borough Assembly, at their meeting held February 24, 2015 approved the request to purchase a portion of Lot 1 and Lot 2, Block B, Sortyard subdivision, zoned waterfront development; and

WHEREAS, the Planning & Zoning Commission, at their meeting held November 29, 2018, approved the Final Plat of the Bay Company Replat and Alley Vacation II, a replat of Lots A and C, Bay Company Replat; and Lots 1 and 2, Block B, Sortyard Subdivision; and vacation of a 15' alley; and

WHEREAS, at the Regular Assembly meeting on December 11, 2018, the Borough Assembly approved the final Replat and Alley Vacation II, as requested by the Bay Company; and

WHEREAS, the Borough Assembly is approving the sale of the above described city land to Chet and Barbara Powell, owners of The Bay Company, P.O. Box 797, Wrangell, Alaska 99929, for the amount of \$36,500; and

WHEREAS, the 11,887 square feet of the property encompasses the 15 foot alleyway that extends from Front Street to Silvernail Work Road (3282 square feet) and 3429.5 square feet of Lot 1, Block B, Sortyard Subdivision, and 8605 square feet of Lot 2, Block B, Sortyard Subdivision, Plat No. 2001-3, now part of Lots AA and CC of the Bay Company Replat and Alley Vacation II; and

WHEREAS, the conditions of the sale are considered as stated in Wrangell Municipal Code Section 16.12.040; and

WHEREAS, the sale of public lands requirements has been followed in conformance with Wrangell Municipal Code Section 16.12.010; and

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

Section 1. The Mayor and Borough Clerk are authorized to execute a quit claim deed to Chet and Barbara Powell to convey the following public land, when full price is paid for:

THE 15 FOOT VACATED ALLEYWAY EXTENDING FROM FRONT STREET TO SILVERNAIL WORK ROAD AND THAT PORTION OF LOTS 1 AND 2, BLOCK B, SORTYARD SUBDIVISION, PLAT NO. 2001-3, NOW PART OF NEW LOTS AA AND CC OF THE BAY COMPANY REPLAT AND ALLEY VACATION II.

Section 2. The allocation of property under the conveyance is as follows: 11,887 square feet of property encompasses the 15 foot alleyway that extends from Front Street to Silvernail Work Road (3,282 square feet) and 3,429.5 square feet of Lot 1, Block B, Sortyard Subdivision, and 8,605 square feet of Lot 2, Block B, Sortyard Subdivision, Plat No. 2001-3, now part of Lots AA and CC of the Bay Company Replat and Alley Vacation II.

Section 3. In conformance with Wrangell Municipal Code Section 16.12.090 the resolution providing for the disposition of property shall become effective upon adoption by the Assembly.

Section 4. In conformance with Wrangell Municipal Code Section 16.12.040(b) the Borough Clerk shall give notice of the sale by publication of notice in a newspaper of general circulation in the Borough at least 30 days before the date of the sale, and the notice shall be posted within that time in at least three public places in the borough.

ADOPTED: __, 2019

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND RECORDED AND DEDICATE ALL STREETS, ALLEYS, WALKS, PAVES AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: _____

CERTIFICATE NO. _____

DATE: _____

BY: CHET A. POWELL

U.S. OF AMERICA
CITY AND BOROUGH OF WENANGELL

NOTARY'S ACKNOWLEDGMENT

THIS IS TO CERTIFY THAT ON this, the 20th day of _____, 2018, before me, the undersigned a Notary Public in and for the State of Alaska, duly qualified and sworn to perform the duties and obligations of said office, did appear _____, known to me to be the general legal authority authorized and who executed the foregoing instrument, acknowledged to me that he executed the same for the purposes and intentions therein expressed, and that he was the owner of said land and within said City and Borough in the corporate right herein written.

IN WITNESS WHEREOF, I HAVE SET THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

1. I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO BE IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS OF THE PLANNING COMMISSION AND THAT SAID PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION AND THAT SAID PLAT HAS BEEN APPROVED BY THE COMMISSION BY RESOLUTION NO. _____ DATED FOR RECORDATION IN THE OFFICE OF THE DISTRICT CLERK OF THE DISTRICT COURT, EX CELENDO RECORDER, WENANGELL, ALASKA.

DATE: _____

COMMISSIONER OF PLANNING

CERTIFICATE OF APPROVAL BY THE ASSEMBLY (FIRST JUDICIAL DISTRICT)

1. I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO BE IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS OF THE ASSEMBLY AND THAT SAID PLAT HAS BEEN APPROVED BY THE ASSEMBLY BY RESOLUTION NO. _____ DATED FOR RECORDATION IN THE OFFICE OF THE DISTRICT CLERK, EX CELENDO RECORDER, WENANGELL, ALASKA.

DATE: _____

WENANGELL CITY AND BOROUGH OF WENANGELL

CERTIFICATE OF APPROVAL BY THE ASSEMBLY (SECOND JUDICIAL DISTRICT)

1. I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO BE IN ACCORDANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION REGULATIONS OF THE ASSEMBLY AND THAT SAID PLAT HAS BEEN APPROVED BY THE ASSEMBLY BY RESOLUTION NO. _____ DATED FOR RECORDATION IN THE OFFICE OF THE DISTRICT CLERK, EX CELENDO RECORDER, WENANGELL, ALASKA.

DATE: _____

WENANGELL CITY AND BOROUGH OF WENANGELL

CERTIFICATE OF OWNERSHIP AND DEDICATION

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DATE: _____

CERTIFICATE NO. _____

DATE: _____

BY: CHET A. POWELL

U.S. OF AMERICA
CITY AND BOROUGH OF WENANGELL

NOTARY'S ACKNOWLEDGMENT

THIS IS TO CERTIFY THAT ON this, the 20th day of _____, 2018, before me, the undersigned a Notary Public in and for the State of Alaska, duly qualified and sworn to perform the duties and obligations of said office, did appear _____, known to me to be the general legal authority authorized and who executed the foregoing instrument, acknowledged to me that he executed the same for the purposes and intentions therein expressed, and that he was the owner of said land and within said City and Borough in the corporate right herein written.

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MY COMMISSION EXPIRES: _____

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DATE: _____

WENANGELL CITY AND BOROUGH OF WENANGELL

CERTIFICATE OF APPROVAL BY THE ASSEMBLY (SECOND JUDICIAL DISTRICT)

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DATE: _____

WENANGELL CITY AND BOROUGH OF WENANGELL

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DATE: _____

CERTIFICATE NO. _____

DATE: _____

BY: CHET A. POWELL

U.S. OF AMERICA
CITY AND BOROUGH OF WENANGELL

NOTARY'S ACKNOWLEDGMENT

THIS IS TO CERTIFY THAT ON this, the 20th day of _____, 2018, before me, the undersigned a Notary Public in and for the State of Alaska, duly qualified and sworn to perform the duties and obligations of said office, did appear _____, known to me to be the general legal authority authorized and who executed the foregoing instrument, acknowledged to me that he executed the same for the purposes and intentions therein expressed, and that he was the owner of said land and within said City and Borough in the corporate right herein written.

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DATE: _____

COMMISSIONER OF PLANNING

CERTIFICATE OF APPROVAL BY THE ASSEMBLY (FIRST JUDICIAL DISTRICT)

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DATE: _____

WENANGELL CITY AND BOROUGH OF WENANGELL

CERTIFICATE OF APPROVAL BY THE ASSEMBLY (SECOND JUDICIAL DISTRICT)

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DATE: _____

WENANGELL CITY AND BOROUGH OF WENANGELL

PLAT NOTES

1. REFERENCE TO THE FOLLOWING WITHIN THE WENANGELL RECORDING DISTRICT:
 - A. AS/RS WENANGELL TIDE GAUGES ADDITION
 - B. BAY COMPANY REPLAT, PLAT #2008-3
 - C. AS/RS WENANGELL TIDE GAUGES ADDITION
 - D. W.S.I. SUBDIVISION N. PLAT #2001-5
 - E. THE PARCEL A-B-S-4 EXHIBIT DOCUMENT #2011-00013-0
 - F. AREA WENANGELL FROM STEEL RECORD OF SURVEY, PLAT #2013-2
2. AREA WENANGELL FROM STEEL RECORD OF SURVEY, PLAT #2013-2
 - A. 1790 SQ FT OF ALTY VACATED THIS PLAT ON PROPOSED LOT AA
 - B. 1492 SQ FT OF ALTY VACATED THIS PLAT ON PROPOSED LOT BB
 - C. 3796 SQ FT OF UTILITY EASEMENT CREATED THIS PLAT ON PROPOSED LOT CC
 - D. 3796 SQ FT OF UTILITY EASEMENT CREATED THIS PLAT ON PROPOSED LOT DD
3. CENTERLINE MONUMENTS WERE USED TO CONTROL THE FRONT STREET ROW WIDTH. MONUMENTS WERE PLACED AT THE INTERSECTION OF SILVERNAIL WORK ROAD AND LOT 5 AND LOT 6. MONUMENTS WERE PLACED AT THE INTERSECTION OF SILVERNAIL WORK ROAD AND LOT 5 AND LOT 6.

FOUND CORNER LOCATIONS

| BEARING AND DISTANCE FROM FOUND MONUMENT TO ACTUAL CORNER LOCATION | MONUMENT # | CORNER | DISTANCE |
|--|------------|--------|----------|
| N 82°27'28" E | 1 | N | 0.26' |
| N 88°34'42" E | 2 | N | 0.26' |
| N 79°59'42" E | 3 | N | 0.37' |
| S 89°59'30" E | 4 | S | 0.29' |
| N 89°03'59" E | 5 | N | 0.37' |
| N 87°48'17" E | 6 | N | 0.33' |
| S 88°21'09" E | 7 | S | 0.42' |

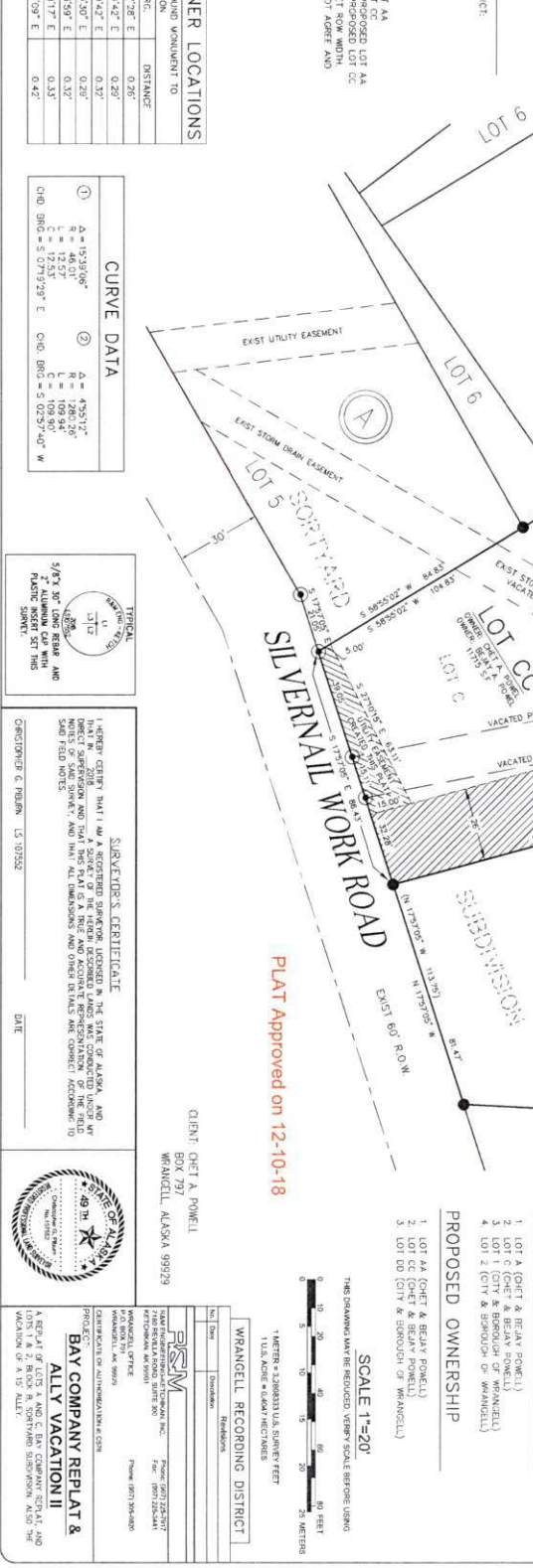
CURVE DATA

| CHORD BEARING | CHORD BEARING | CHORD BEARING | CHORD BEARING |
|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Δ = 15°39'06" | Δ = 125°31'23" | Δ = 128°23'26" | Δ = 128°23'26" |
| R = 46.01' | R = 12.53' | R = 109.80' | R = 109.80' |
| L = 17.25' | L = 17.25' | L = 109.80' | L = 109.80' |
| CHORD BEARING = S 07°19'28" E | CHORD BEARING = S 07°19'28" E | CHORD BEARING = S 07°19'28" E | CHORD BEARING = S 07°19'28" E |

1. HIGHER CERTIFY THAT I AM A REGISTERED SURVEYOR LICENSED IN THE STATE OF ALASKA, AND THAT THE SURVEY SHOWN HEREIN WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SAID SURVEY IS IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS AND LAND ADJUSTERS OF THE STATE OF ALASKA, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID RULES AND REGULATIONS.

SURVEYOR'S CERTIFICATE

CHET A. POWELL
15 07032



- LEGEND**
- 1. PRIMARY 2" BRASS CAP PIPE MONUMENT RECOVERED THIS SURVEY
 - 2. SECONDARY MONUMENT RECOVERED THIS SURVEY
 - 3. 5/8" BRASS 30" LONG WITH 2" ALUM CAP WITH FLASHING MOUNT SET THIS SURVEY
 - 4. (88.09) DATA OF RECORD
 - 5. (88.09) DATA MEASURED OR COMPUTED
- OWNERSHIP STATUS**
1. LOT A (CHET A. POWELL)
 2. LOT C (CHET A. POWELL)
 3. LOT 1 (CITY & BOROUGH OF WENANGELL)
 4. LOT 2 (CITY & BOROUGH OF WENANGELL)
- PROPOSED OWNERSHIP**
1. LOT AA (CHET A. POWELL)
 2. LOT BB (CHET A. POWELL)
 3. LOT DD (CITY & BOROUGH OF WENANGELL)

CLIENT: CHET A. POWELL
BOX 797
WENANGELL, ALASKA 99929

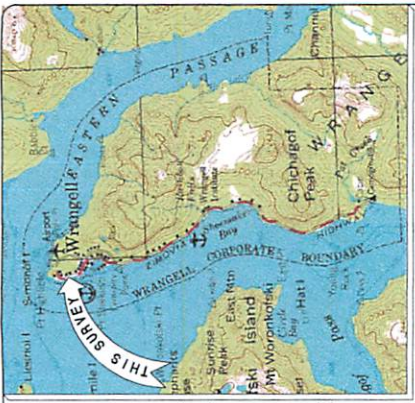
SCALE: 1"=20'
1 METERS = 3.280833 U.S. SURVEY FEET
1 U.S. SURVEY FOOT = 0.3048 METERS

WENANGELL RECORDING DISTRICT

PRISM
LAND SURVEYING & ENGINEERING
4901 N. DIVISION STREET, SUITE 200
WENANGELL, ALASKA 99929
PHONE: 907.587.8480
FAX: 907.587.8481

BAY COMPANY REPLAT & ALTY VACATION II

A REPEAT OF LOTS A AND C BY BAY COMPANY REPLAT AND ALTY VACATION IS A 12' ALTY



VICINITY MAP:
SCALE: NOT TO SCALE

- LEGEND**
- PRIMARY 2" BRASS CAP PIPE MONUMENT RECOVERED THIS SURVEY
 - SECONDARY MONUMENT RECOVERED THIS SURVEY
 - 5/8" REBAR 30" LONG WITH 2" ALUM CAP WITH PLASTIC INSERT SET THIS SURVEY
 - (88.09) DATA OF RECORD
 - 88.09 DATA MEASURED OF COMPUTED
 - OVERHEAD ELECTRICAL
 - POWER POLE & GUY ANCHOR
 - EXISTING UNDERGROUND STORM PIPE
 - ROADWAY CENTERLINE

- OWNERSHIP STATUS**
- LOT A (CHET & BEJAY POWELL)
 - LOT B (CHET & BEJAY POWELL)
 - LOT C (CITY & BOROUGH OF WRANGELL)
 - LOT D (CITY & BOROUGH OF WRANGELL)

- PROPOSED OWNERSHIP**
- LOT AA (CHET & BEJAY POWELL)
 - LOT CC (CHET & BEJAY POWELL)
 - LOT DD (CITY & BOROUGH OF WRANGELL)

SCALE 1"=20'
THIS DRAWING MAY BE REDUCED, VERIFY SCALE BEFORE USING

1 METERS = 3.28084 FEET
1 US INCHES = 2.54 CENTIMETERS

WRANGELL RECORDING DISTRICT

CLIENT: CHET A. POWELL
BOX 797
WRANGELL, ALASKA 99929

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, WRANGELL, ALASKA.

DATE: _____
ATTEST: _____
CITY CLERK

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, WRANGELL, ALASKA.

DATE: _____
ATTEST: _____
CITY CLERK

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

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DATE: _____
ATTEST: _____
CITY CLERK

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ACQUIT THE PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND INTENT THAT ALL ALLEYS, EASEMENTS, RIGHTS OF WAY, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: _____
CHET A. POWELL
BEJAY A. POWELL

NOTARY'S ACKNOWLEDGEMENT

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ACQUIT THE PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND INTENT THAT ALL ALLEYS, EASEMENTS, RIGHTS OF WAY, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE: _____
CITY & BOROUGH OF WRANGELL

NOTARY'S ACKNOWLEDGEMENT

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

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DATE: _____
CITY & BOROUGH OF WRANGELL

NOTARY'S ACKNOWLEDGEMENT

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

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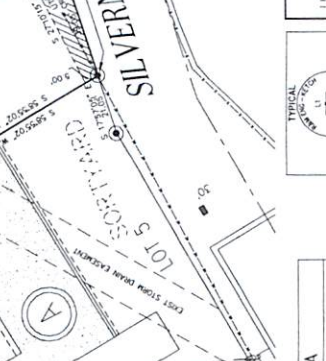
DATE: _____
CITY & BOROUGH OF WRANGELL

NOTARY'S ACKNOWLEDGEMENT

NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: _____

PLAT NOTES

- REFER TO THE FOLLOWING WHEN THE WRANGELL RECORDING DISTRICT:
 - A. COURTYARD SUBDIVISION, PLAT #2001-3
 - B. 4TH AVENUE SUBDIVISION, PLAT #2002-1
 - C. 4TH AVENUE SUBDIVISION, PLAT #2003-2
 - D. NULAN SUBDIVISION, PLAT #2003-2
 - E. THE PARCEL SUBDIVISION, PLAT #2003-2
 - F. THE PARCEL SUBDIVISION, PLAT #2003-2
 - G. WRANGELL FRONT STREET RECORD OF SURVEY, PLAT #2013-2
- AREA 3, 100 SQ. FT. OF ALLEY VACATED THIS PLAT ON PROPOSED LOT AA.
 - A. 1492 SQ. FT. OF UTILITY EASEMENT CREATED THIS PLAT ON PROPOSED LOT CC.
 - B. 1492 SQ. FT. OF UTILITY EASEMENT CREATED THIS PLAT ON PROPOSED LOT CC.
 - C. 1492 SQ. FT. OF UTILITY EASEMENT CREATED THIS PLAT ON PROPOSED LOT CC.
 - D. 1492 SQ. FT. OF UTILITY EASEMENT CREATED THIS PLAT ON PROPOSED LOT CC.
- CENTERLINE MONUMENTS ALONG THE WESTERN ROW LINE DO NOT AGREE AND WERE NOT HELD. SEE TABLE BELOW FOR LOCATION INFORMATION.



FOUND CORNER LOCATIONS

BEARINGS ARE FROM FOUND MONUMENT TO ACTUAL CORNER LOCATION

| MONUMENT # | CHD | BGC | DISTANCE |
|------------|-----|-------------|----------|
| 1 | N | 82°27'28" E | 0.26' |
| 2 | N | 80°34'42" E | 0.29' |
| 3 | N | 78°59'40" E | 0.32' |
| 4 | S | 89°50'30" E | 0.29' |
| 5 | N | 85°03'59" E | 0.32' |
| 6 | N | 87°48'17" E | 0.33' |
| 7 | S | 89°21'09" E | 0.42' |

CURVE DATA

| | | | |
|---|---------------|-------------|-------------|
| ① | A = 15°39'06" | R = 280.26' | C = 109.80' |
| ② | A = 4°50'12" | R = 280.26' | C = 109.80' |

CHD BGC = S 07°19'29" E O-CH BGC = S 02°37'40" W

5/8" 30" LONG REBAR AND PLASTIC INSERT SET THIS SURVEY

WRANGELL RECORDING DISTRICT

CLIENT: CHET A. POWELL
BOX 797
WRANGELL, ALASKA 99929

ALASKA
NOTARY PUBLIC
STATE OF ALASKA
COMMISSION EXPIRES: _____

WRANGELL RECORDING DISTRICT

CLIENT: CHET A. POWELL
BOX 797
WRANGELL, ALASKA 99929

WRANGELL RECORDING DISTRICT

CLIENT: CHET A. POWELL
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WRANGELL, ALASKA 99929

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ALASKA
NOTARY PUBLIC
STATE OF ALASKA
COMMISSION EXPIRES: _____

WRANGELL RECORDING DISTRICT

CLIENT: CHET A. POWELL
BOX 797
WRANGELL, ALASKA 99929

RESTRICTED APPRAISAL OF
ALLEYWAY ADJACENT TO LOT A AND LOT C BAY COMPANY REPLAT AND A
PORTION OF LOT 1 AND LOT 2, BLOCK B SORTYARD SUBDIVISION
WRANGELL, ALASKA

FOR
KIM LANE
BOROUGH CLERK
CITY AND BOROUGH OF WRANGELL
P. O. BOX 531
WRANGELL, ALASKA 99929

VALUATION DATE
AUGUST 13, 2018

FILE 18-3392

BY
MICHAEL C. RENFRO,
PARTNER

APPRAISAL COMPANY OF ALASKA, LLC
341 West Tudor Road Suite 202
ANCHORAGE, ALASKA 99503



Appraisal Company of Alaska

3940 ARCTIC BOULEVARD, SUITE 103
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com

August 13, 2018

Kim Lane, Borough Clerk
City and Borough of Wrangell
P. O. Box 531
Wrangell, AK 99929

Re: Alleyway adjacent to Lot A and Lot C Bay Company Replat and a portion of Lot 1 and Lot 2, Block B Sortyard Subdivision

Dear Ms. Lane:

As requested, I have prepared a Restricted Appraisal report on the fair market value of the above referenced sites as if vacant. The appraisal date is August 13, 2018. The purpose of the report is to determine the fair market value for a possible sale. A description and valuation follows.

As a result of the investigation and analysis, subject to the assumptions and limiting conditions, it is my opinion the market value of the property as of August 13, 2018 is:

Thirty Six Thousand Five Hundred Dollars

(\$36,500)

This is a restricted report, intended to meet the current Uniform Standards of Professional Appraisal Practice as formulated by the Appraisal Foundation, and conform to the Appraisal Standards for Federally Related Transactions adopted by the Office of the Comptroller of the Currency (OCC).

A description of the sites and the analysis which lead to the fair market value conclusion follows. A complete description of the comparable data is included in a separate report which is retained in the appraiser's work file.

If you have any questions regarding this Restricted Appraisal report please do not hesitate to call me.

Sincerely,

APPRAISAL COMPANY OF ALASKA



Michael C. Renfro
Partner

RESTRICTED APPRAISAL

This is a Restricted Appraisal Report. As such, it presents only summary discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT: Kim Lane, Borough Clerk
City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

APPRAISER: Michael C. Renfro, Partner
Appraisal Company of Alaska
341 West Tudor Rd. Suite 202
Anchorage, Alaska 99503

SUBJECT: Fee Simple Estate
Land Only – 8606 sq. ft.
Wrangell, Alaska 99929

OWNER: City and Borough of Wrangell

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to estimate the fair market value of the subject property. **Market value** is defined by the federal financial institutions regulatory agencies as follows:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in the definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.



INTENDED USE OF REPORT:

This appraisal is intended to assist the client in determining the subject's value for possible sale.

INTEREST VALUED: Fee Simple estate which is defined as "Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation."

EFFECTIVE DATE OF VALUE: August 13, 2018

DATE OF REPORT: August 13, 2018

SALES HISTORY: No sales of the subject property have occurred within the past three years.

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, the appraiser:

- Inspected the subject property prior to August 13, 2018
- Reviewed available records.
- Applied the market approach to arrive at an indication of value.

The appraiser believes the primary approach to value is the market approach. The appraisal process therefore involved no departures from Standards Rule 1-4(b) i,ii,iv,v and vi.



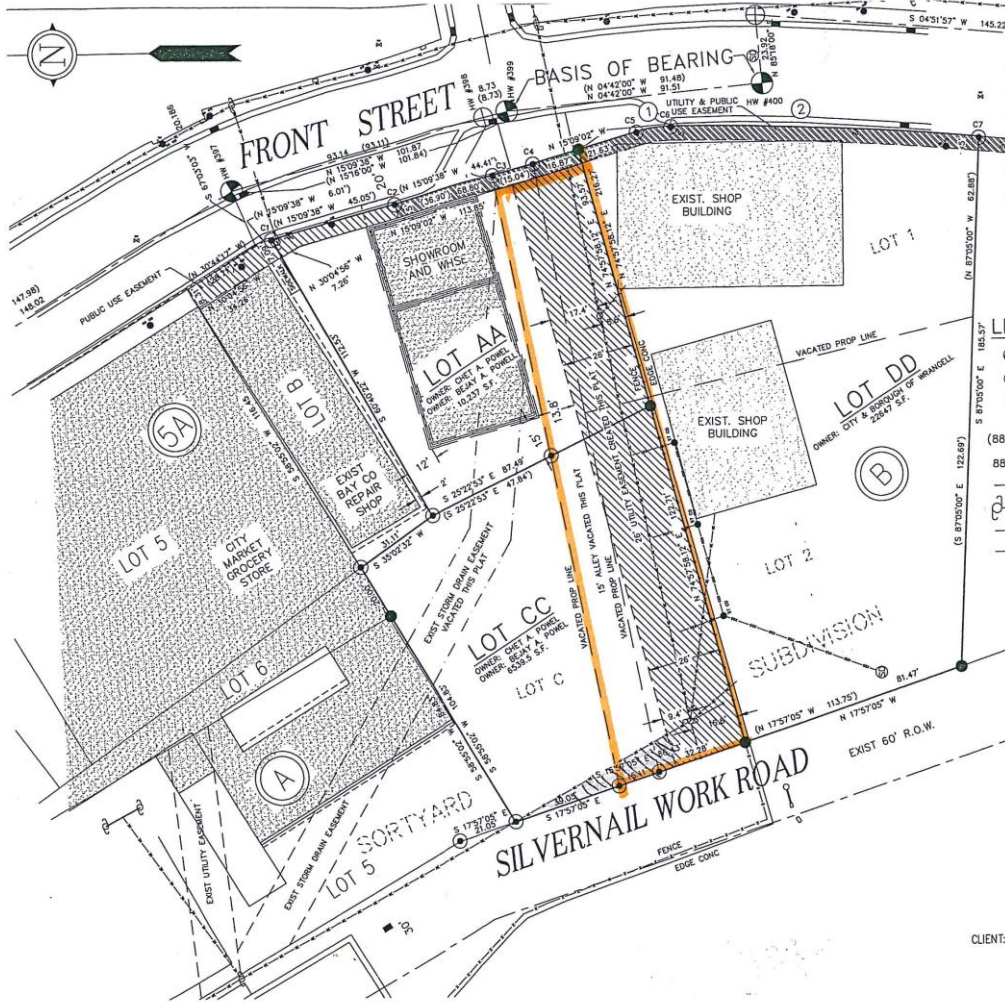
SUBJECT SITE



18-3392



SUBJECT PLAT



CLIENT:



This Restricted Appraisal report is a brief recapitulation of the available data, analyses and conclusions.

SUMMARY OF PROPERTY APPRAISED: The property that is the subject of this report is situated to the Westside of the Front Street, and East of the Silvernail Work Rd. The area surrounding the subject is marine related storage and repair and commercial retail businesses.

Legal Description: The new legal after assemblage to adjoining lots is Lot AA and Lot CC Bay Company Replat and Alley Vacation II, Wrangell, Alaska.

Address: NHN Front Street

Land: The reader is referred to the Plat Map on the previous page. The subject site is rectangular in shape with an area of 8606 sq. ft. The topography is level, filled land at street grade.

Utilities: All utilities are available to the site.

Easements: There is a 26 foot wide utility easement along the entire south side of the site containing 6532 sq. ft.

Improvements: No improvements are included in this report.

Environmental Condition: No warranties as to environmental issues have been addressed by the appraiser. A visual inspection showed no evidence of contamination. If this is a concern of the seller or purchaser, it should be inspected by a qualified inspector.

Zoning: The subject is zoned waterfront development.

HIGHEST AND BEST USE: In common appraisal practice, the concept of highest and best use represents the premise upon which the value estimated is based.

As if vacant the subject's highest and best use would be for development consistent with the current zoning requirements.

Land Value: There have been limited sales of similar undeveloped sites. The sales provided are considered to be representative of the market for undeveloped land. Comparables 3 and 4 are capitalized values of leases with the City and Borough of Wrangell

COMPARABLE LAND SALES

| NO. | Legal | Date | Sale Price | Area/SF | Price/SF | Remarks |
|-----|--|-------|------------|---------|----------|---|
| 1 | Lot 3 Sortyard | 12/01 | \$14,900 | 4,254 | \$3.50 | Business Industrial Site on Front Street |
| 2 | Lot 2 Sortyard | 11/01 | \$50,281 | 14,366 | \$3.50 | Business Industrial Lot on Silvernail Work Road |
| 3 | Lot 1 Sea Level Site II | 2/15 | \$7,200 | 1929 | \$3.75 | Business waterfront site on Zimovia Hwy No direct water access |
| 4 | Lot 17 Block 5A Wrangell Tidelands | 2/11 | \$42,100 | 4814 | \$8.75 | Corner Lot with old gas station, now parking, on Front St and Outer Drive |
| 5 | Lot 2B Sealevel III Subdivision | 4/17 | \$27,200 | 6983 | \$3.90 | Business Waterfront development lot no direct water access on Zimovia Hwy |

Analysis of Comparable Land Sales:

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

Terms:

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

Size/Topography/Utility:

Larger parcels tend to sell for less per unit of comparison than smaller parcels, all other factors being equal. In relation to the subject comparable No. 2 is larger and requires an upward adjustment, sale 3 is smaller and is adjusted downward.

Location and Access:

Location and access is somewhat subjective on the part of the appraiser in relation to the comparable data utilized. However, analysis of other sales contained in our separate report on the summary of Wrangell lease transactions indicates that location and access can account for up to 20% difference between superior and inferior locations of parcels. The subject's location and access is felt to be slightly inferior to comparable 2 which is adjusted downward. Comparable 2 is located closer to the central business district and is a commercial lot.

Utilities:

All of the comparables are considered to have similar utilities and no adjustment is required.

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

| Sale No. | #1 | #2 | #3 | #4 | #5 |
|----------------------|--------|--------|--------|--------|--------|
| Price/SF | \$3.50 | \$3.50 | \$3.75 | \$8.75 | \$3.90 |
| Time | +17% | +17% | +2% | +7% | +1% |
| Net After Time | \$4.10 | \$4.10 | \$3.83 | \$9.36 | \$3.94 |
| Terms | 0 | 0 | 0 | 0 | 0 |
| Size | 0 | +20% | -10% | 0% | 0% |
| Location/Access | 0% | 0% | 0 | -20 | 0 |
| Utilities | 0 | 0 | 0 | 0 | 0 |
| Net Adjustment | 0% | +20% | -10% | -20% | 0% |
| Indicated Value/Acre | \$4.10 | \$4.92 | \$3.45 | \$7.49 | \$3.94 |

Conclusion:

After adjustments for property differences, the available transactions indicate a range of value for the subject site without easements from \$3.45 to \$7.49 per square foot.

After analysis of the property differences, including the subject's size and location, the market value of the subject's 2074 square feet without easements is concluded to be \$5.00 per square foot or \$10,370 rounded to. \$10,400.

The 6532 square foot portion of the site that is encumbered with the utility easement is valued at \$4.00 per sq. ft. or \$26,128 rounded to \$26,100.

The estimated fair market value of the total site is \$36,500.



ASSUMPTIONS AND LIMITING CONDITIONS:

1. As agreed upon with the client prior to the preparation of this appraisal, this is a Limited Appraisal because it invokes the Departure Provision of the Uniform Standards of Professional Appraisal Practice. As such, information pertinent to the valuation has not been considered and/or the full valuation process has not been applied. Depending on the type and degree of limitations, the reliability of the value conclusion provided herein may be reduced.
2. This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
3. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
4. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
5. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
6. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any maps, sketches, psite plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

9. It is assumed that there is full compliance with all applicable federal, state, and local regulations and laws unless otherwise stated in this report.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no encroachments or trespass unless otherwise stated in this report.
11. The valuation assumes the appraised property (site and improvements) is free and clear of hazardous contaminants, unless specifically noted. If the appraised property is suspected of contamination, then the client is urged to retain an engineers report. The appraiser(s) reserve the right to review value conclusions if documentation, including cost-to-cure estimates, is provided.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
6. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
7. I made a personal inspection of the property that is the subject of this report.
8. No one provided significant professional assistance to the person signing this report.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Michael C. Renfro, Partner

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

| | | | | |
|--|------------|----------------------------|--|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13a | <u>DATE:</u> | January 8, 2019 |
| Approval to Waive a Portion of Harbor Fees, Interest & Penalties Owed by Steve Thomassen | | | | |
| <u>SUBMITTED BY:</u> | | <u>FISCAL NOTE:</u> | | |
| Lisa Von Bargaen, Borough Manager | | Expenditure Required: none | | |
| | | Amount Budgeted: none | | |
| | | Account Number(s): none | | |
| | | Account Name(s): none | | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| n/a | | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | none | |
| <input type="checkbox"/> | Attorney | | | |
| n/a | Insurance | | | |
| <u>ATTACHMENTS:</u> | | | | |

Proposed Motion:
Move to approve waiving a portion of Harbor Fees, Interest and Penalties owed by Steve Thomassen.

SUMMARY STATEMENT:

In December Steve Thomassen met with the Administration in hopes of reducing the fees and interest he owes to the Harbor. The purpose of this request is that is vessel, the M/V Marauder, is in "foreclosure." The bank is holding off on a marshal sale of the vessel in hopes that Mr. Thomassen can reduce the amount owed to all his creditors and sell the vessel for an amount giving all parties something rather than nothing. The Harbor Master has spoken to a bank representative and they too are willing to take a loss to see all parties get a greater amount of money through proceeds from a private sale. If the private sale and debt reduction is unsuccessful, the bank will impound the vessel and conduct a marshal sale likely meaning a full loss to all creditors but the bank. Mr. Thomassen has been actively working to put this deal together indicates he has a buyer for the vessel.

Mr. Thomassen owes the following as of 1/2/2019:

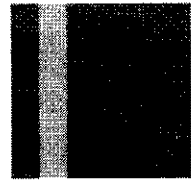
| | | |
|----------------------|-----------------|-------------|
| Boat Moorage/Storage | Principle Fees: | \$15,545.24 |
| | Interest: | \$ 9,889.76 |
| | Sub-Total: | \$25,066.34 |
| Lift Fees | Principle Fees: | \$3,132.95 |
| | Interest: | \$1,371.12 |
| | Sub-Total: | \$4,439.22 |
| | Total: | \$29,505.56 |

Mr. Thomassen is asking for his total bill to be reduced to \$13,000. In consideration of this request, Administration has to think of many factors – getting some money collected on this debt rather than none is certainly one factor. However, the staff also has to think about what the worst case scenario would be if every person who owed the Harbor money asked for a similar request. The Harbor is currently owed \$195,966 in outstanding fees and interest. \$161,773 is fees for services and \$35,223 is interest. Please keep in mind that much of this will be paid or is actively being paid on. Still, \$171,319 is over 90 days past due. If all persons who owed the Harbor money were to ask for the same deal, the loss to the Harbor budget would be significant.

Considering all factors, it is the recommendation of Administration that the interest be waived leaving Mr. Thomassen with the responsibility of paying for the full amount of fees owed - \$18,678.19. Admittedly, this is almost \$6,000 more than he has requested to pay. It is the prerogative of the Assembly to determine the amount, if any, to be waived in this circumstance.

Please see the attached letter from Mr. Thomassen.

Steve Thomassen, Jr/FV Marauder
PO Box 424
Wrangell, AK 99929
907-305-0993



12/28/2018

Mayor Prysunka
RE: Port & Harbor Past Due Accounts
Customer # 7319 \$25,066.34
1391 \$ 4,439.22

Dear Mayor Prysunka,

I, Steve Thomassen, Jr., owner of the F/V Marauder am requesting your consideration in accepting a \$13,000.00 payoff to settle past due accounts #7319 & 1391 due to the Port & Harbor Department of the City of Wrangell.

I truly regret that I must ask this; however, it is to allow all vendors owed in lien of the FV Marauder to be paid something rather than nothing from a sale offer for the F/V Marauder.

If I can not reduce the vendor debts against the F/V Marauder to clear it from all potential liens, then I will have no choice but to let the bank marshal the vessel & sell at auction in which case unfortunately no vendors will receive payment.

I appreciate your time and consideration on this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Thomassen, Jr.", with a long horizontal flourish extending to the right.

Steve Thomassen, Jr./FV Marauder



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

| | | | | |
|---|------------|---|--------------|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13b | <u>DATE:</u> | January 8, 2019 |
| Approval of 2019 State Legislative Priorities | | | | |
| <u>SUBMITTED BY:</u> | | <u>FISCAL NOTE:</u> | | |
| | | Expenditure Required: none | | |
| Lisa Von Bargaen, Borough Manager | | Amount Budgeted: none | | |
| | | Account Number(s): none | | |
| | | Account Name(s): none | | |
| | | | | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| n/a | | Unencumbered Balance(s) (prior to expenditure): | | |
| Name(s) | | none | | |
| <input type="checkbox"/> | Attorney | | | |
| n/a | Insurance | | | |
| ATTACHMENTS: 1. 2019 State Legislative Priorities | | | | |

Proposed Motion:
Move to approve the 2019 State Legislative Priorities.

SUMMARY STATEMENT:

Please see the attached, revised 2019 Legislative Priorities document. This version is updated to reflect the changes discussed at the work session on December 10th. Those changes include:

- Addition of AMHS Reform/Budget Support for AMHS
- Removal of the text "...preferably a statewide income tax over a statewide sales tax..." from the priority Adoption of a Sustainable Budget Plan
- Rather than request full funding by the State of the Senior Citizen and Disabled Veteran Property Tax Exemptions, request the Legislature adopt a local option for a sliding scale based on community needs.
- ANSEP school concept changed to a stand-alone, state-funded boarding school
- Addition of Airport Backup Generator

Additionally, following the report by the Police Chief at the December 10th Regular Meeting, Assembly member Debord asked that a priority be added to the list to repeal SB91. That has been added to the list for consideration.



CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

P.O. BOX 531 (907)-874-2381
Wrangell, AK 99929 FAX (907)-874-3952

2019 STATE LEGISLATIVE PRIORITIES

Adoption of a Sustainable Budget Plan:

The City & Borough of Wrangell joins the Alaska Municipal League, the Alaska Conference of Mayors, and a multitude of other public and private entities urging the Legislature to finish work toward adoption of a sustainable budget plan. The trickle-down effect is having significant ramifications at the local level, which will only continue to increase. The CBW supports a sustainable fiscal plan that includes budget reductions and new revenue, including a broad-based tax.

Amendment to Legislative Grant #13-DC-494 in the Capital Budget:

In 2013 the CBW was awarded a Legislative Grant in the amount of \$1.8 Million for construction of a new hospital. The existing community hospital, Wrangell Medical Center, was in danger of closing in 2018 due to financial and facility challenges. The CBW partnered with SEARHC to assume existing hospital operations while SEARHC builds a brand new \$30 Million critical access hospital and long term care facility. Assumption of existing hospital operations by SEARHC was a critical component to the deal to build a new hospital. However, costs related to this transfer of operations, have been excluded from grant reimbursement eligibility. The CBW respectfully requests amendment of the grant to accommodate all aspects to the transaction associated with new hospital construction, including the transfer of existing hospital operations during the interim period; and requests retroactive eligibility of previously ineligible expenses for reimbursement.

Reinstatement of State Positions Critical to Wrangell:

Over the past decade, Wrangell has seen positions eliminated that are critical to the well-being of the community. The following positions have been eliminated: Public Health Nurse, Child Welfare Case Worker, Magistrate. These positions help hold together the social fabric of the community. The argument could be made it is the result of the State budget. However, the positions are not being eliminated – rather transferred to Petersburg. A number of severe incidents have taken place in Wrangell this past year outlining the need for these positions to be filled at the local level.

Airport Backup Generator:

The Wrangell Airport is without a backup generator. In the event of an emergency resulting in lack of power to the community, there would be no way to evacuate injured persons from

town, or receive critical resources by plane during hours without daylight as there is no backup generator to power the runway lights. This is a critical life safety issue for the community.

Community Assistance (Formerly Revenue Sharing):

The State's fiscal situation increasingly requires local governments to assume more service, programmatic and infrastructure responsibilities. The City & Borough of Wrangell (CBW) encourages the State to maintain this important revenue stream. In FY19 the CBW received \$409,223 which represents 7.1% of General Fund revenue. Over the past decade the program has meant \$5,952,741 in revenue to the CBW.

Senior Citizen/Disabled Veteran Property Tax Exemptions – Local Option:

Wrangell has the greatest percentage of senior citizens per capita of any location in Alaska. The number of senior citizen tax exemptions is equally as high by percentage. As communities are forced to take on even more program, service and capital responsibilities based on the State's fiscal situation, unfunded mandates require municipalities to raise other revenues, impacting all citizens. The CBW respectfully requests the Legislature make provisions for a local option so communities have the ability to determine, based on local revenue estimates and expenditure needs, what the annual exemption will be for these two critical populations.

School Debt Reimbursement:

Beginning in 2015 the Legislature took steps to reduce the availability of funding for bond reimbursement for new school construction. Additionally, reimbursements for existing school project debt have been reduced – leaving local municipalities with no choice but to raise taxes, or pull from reserves to cover debt payments. The State has an obligation to assist those communities with existing school debt obligations. The CBW requests funding for existing reimbursements be made whole.

ANSEP Concept Boarding School:

The State of Alaska is taking a fresh look at consolidation of school districts. If consideration is giving to increasing boarding school opportunities for underserved rural students, Wrangell would like the opportunity to investigate the feasibility of being a boarding school site.

Community Jail Contracts:

The City & Borough of Wrangell applauds efforts by the Department of Corrections to partner with Community Jails to engage local Police Departments in corrections efforts resulting in small funding increases at the local level. The CBW encourages the State to maintain base contract allocations at least to current levels.

PERS:

The City & Borough of Wrangell supports AML Resolution #2019-12 of the Alaska Municipal League calling for reform of PERS, including but not limited to, the elimination of termination studies and all costs for reducing or eliminating departments, groups, or classifications of employees, as well as not inhibiting future additions of departments, groups, or classifications of employees.

Shared Fisheries Tax:

As the State looks at ways to retain revenue, reductions in Shared Fisheries Revenue should not be considered.

AMHS Reform/Stable AMHS Funding:

The City & Borough of Wrangell joins with Southeast Conference exploring new ways to sustain operations of the Alaska Marine Highway. While these options are considered the Borough respectfully requests stable funding of the AMHS as it is a critical transportation lifeline for people and goods throughout coastal Alaska – critical to our economic health.

Municipal Matching Grants:

Municipal Matching Grant (specifically existing programs for water/sewer through ADEC and ports/harbors through ADOT/PF) play a critical role in this fiscal climate providing match funding allowing municipalities to leverage local, federal and private funding sources for critical public infrastructure. The CBW encourages the Legislature to fund these programs.

ADOT Material Standards:

ADOT is required to meet FAA and FHWA material standards. Despite the availability of good quality local material, there is no provisions in the standards for material deviations if proven an equal or greater substitute by qualified professional testing or engineering. The CBW calls on the State to look for ways to have alternative materials accepted to avoid excessive time delays and cost overruns for material that is otherwise locally available.

Transboundary Waters:

The CBW applauds the efforts of the Administration to carry this issue to the federal level. We request work toward joint agreements on transboundary waters remain a priority for the State.

Sea Otter Population Control:

In 2018 the Legislature began working on options that would enable amendments to the federal Marine Mammal Protection Act, allowing greater control of sea otter populations. The growth of the population in Southeast Alaska imminently threatens shellfish and mariculture fisheries from remaining viable. The population in Southeast is at a point where a catastrophic die off is close-at-hand once food sources have been devastated.

Amendment/Repeal of SB91:

The City & Borough of Wrangell asks the Legislature to look at necessary changes to SB91 that allows the public safety and justice system to address true crime.

Alaska Mental Health Trust Land Swap:

The CBW requests the Alaska Mental Health Trust work with the USFS to swap a portion of land just south of the former Institute property (that has already been logged for a statewide timber sale) for another parcel. This would enable local development of a large area of land. Should there be appraisal inconsistencies that adjust acreage amounts, this area should be removed from the swap.

Project Priorities:

The CBW acknowledges the fiscal climate of the State, and understands there is little to no availability of funding for local capital needs. Should the fiscal climate change, following are the project priorities for Wrangell:

| | |
|---|--------------|
| Water System: Upper Reservoir Dam Stabilization | \$10,000,000 |
| Fire Engine/Pumper Replacement | \$ 400,000 |
| Water System: Water Main Distribution Replacement | \$ 3,500,000 |
| Public Safety Building Rehabilitation | \$ 700,000 |
| Back-Up Diesel Generation | \$ 2,781,000 |
| Cemetery Enlargement | \$ 500,000 |
| Pool Facility Rehabilitation | \$ 2,060,000 |
| Wrangell Boat Yard Improvements | \$ 4,326,000 |

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|--|-----------------|-------------|--|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13 c | <u>DATE:</u> | January 8, 2019 |
| Approval of Modification No. 2 to the Lease Agreement in the Wrangell Marine Service Center for Mill Dock 5, as requested by Jim Pritchett, Metal Head Marine LLC, and recommended by the Wrangell Port Commission | | | | |
| <u>SUBMITTED BY:</u> | | | <u>FISCAL NOTE:</u> | |
| Greg Meissner, Port Commissioner | | | Expenditure Required: none | |
| | | | Amount Budgeted: none | |
| | | | Account Number(s): none | |
| | | | Account Name(s): none | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| <input checked="" type="checkbox"/> | Port Commission | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | n/a | |
| <input type="checkbox"/> | Attorney | | | |
| <input type="checkbox"/> | Insurance | | | |
| <u>ATTACHMENTS:</u> | | | | |
| 1. Lease modification (no.2); 2. Former Lease Agreement; 3. Lease Rate Development Memo | | | | |

RECOMMENDATION MOTION:

Move to approve lease modification no. 2 in the Wrangell Marine Service Center for Lot 5, as requested by Jim Pritchett, Metal Head Marine LLC and recommended by the Wrangell Port Commission.

SUMMARY STATEMENT:

The term for this leased lot in the Wrangell Marine Service Center expired December 31st, 2018. The Port Commission met on December 6, 2018 to consider the renewal of the lease as well as the evaluation of the lease amount.

The goal for the Wrangell Marine Service Center leased lots is to have all the leased lots pay their monthly rent based on the assessed value. The following formula was used to come up with the new monthly lease rent amount:

2000 (total sq. ft)
X \$16.00 (per sq. ft.)
= \$34,782.61 (total value based on the .92 State issued ratio for Wrangell) (\$32,000.00 /.92)
X 10% (leased percentage value – not on concrete)
\$3,478.26 (total annual lease amount)

/ 12 (year) TOTAL MONTHLY LEASE RENT \$290.00 (was \$550.00 per month)

The previous term of this lease was from January 1, 2014 to December 31, 2018. The new five-year term will be from January 1, 2019 to December 31, 2023.

The reduction in monthly rent is due to the new value based on a percentage of assessed value rather than on an amount bid at auction. This is a much more fair way to establish ongoing rental rates.

**Modification No. 2 of Facility Lease Agreement
to Wrangell Marine Service Center (WMSC)
Facility Lease Agreement**

This second modification to extend the Facility Lease Agreement is made and entered into as of December 31, 2018 by and among:

Jimmy Pritchett, Metal Head Marine LLC, P.O. Box 2158 Wrangell, Alaska 99929, and the City and Borough of Wrangell, Alaska, P.O. Box 531, Wrangell, Alaska 99929.

Now therefore, both parties agree as follows:

- A. JP Welding, LLC entered into an original WMSC Facility Lease Agreement dated January 1, 2014 with the City and Borough of Wrangell as follows: Boat Yard Lot 5 – 40 feet x 50 feet (2000) square feet.
- B. The City and Borough of Wrangell received a letter, dated January 15, 2016, notifying them that JP Welding, LLC had changed their name to Metal head Marine LLC.
- C. Upon execution, this first amendment will become an attachment to the original agreement, dated January 1, 2014.
- D. **This modification changes Section 1, Duration, and Section 4(A), Conditions of Leasing of the original agreement and first extension as follows:**

DURATION

This lease shall be in effect for an additional five years, more specifically, from the date above until the 31st day of December 2023.

CONDITIONS OF LEASING

- A. Lease payments shall be in the amount of ~~\$550.00~~ **\$290.00**, payable in advance on the 10th day of each month.

Note: On December 6, 2018, the Port Commission approved these changes to Leased Lot 7 in the Wrangell Marine Service Center.

The new monthly lease amount is calculated based on fair market value (determined by the Assessor), using the following formula:

$$2000 \text{ square feet} \times \$16.00 = \$32,000 \text{ (fair market value)} / .92 \text{ (State issued ratio for Wrangell)} = \$34,782.61 \times 10\% \text{ (leased percentage value)} = \$3,478.26 / 12 \text{ (months)} = \$290.00 \text{ per month.}$$

Metal Head Marine LLC

Jimmy Pritchett, guarantee

Date

Brooke Y. Leslie, guarantee

Date

Greg Meissner, Harbormaster
City and Borough of Wrangell

Date

Attest: _____
Kim Lane, MMC, Borough Clerk

Date: _____

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

This Lease is entered into on the 1st day of January 2014, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and J.P. Welding, LLC (hereinafter "Lessee"), a business, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a five year term, more specifically, from the date above until the 31st day of December, 2018.

2. LEASED PROPERTY

The property subject to this Lease is described as: Boat Yard Lot 5, 40 feet x 50 feet (2000 sq. ft.)

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of placing a steel building there for the purpose of a Fabrication Shop. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

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

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

4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$550.00, payable in advance on the 10th day of each month.

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

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

5. RENEWAL

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

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

6. OPERATION AND MAINTENANCE

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

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

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

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

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

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

7. INDEMNITY AND INSURANCE

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

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

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

D. INSURANCE REQUIREMENTS

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

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

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

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

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

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

8. ENVIRONMENTAL INDEMNITY

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

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

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

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

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

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

9. WASTE AND NUISANCE PROHIBITED

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

10. ABANDONMENT OF LEASED PREMISES

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

11. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises,

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

12. LESSOR'S RIGHTS UNDER THIS LEASE

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

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

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

13. GOVERNING LAW

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.

14. DEFAULT

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

15. TERMINATION

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

16. NOTICE

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

Lessee: J.P. Welding, LLC
P.O. Box 731, Wrangell, AK 99929

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

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of the other party.

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 Lessor and Lessee 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.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: 1-10-, 2014

City and Borough of Wrangell, Alaska
Lessor

Attest:

Kim Lane
Kim Lane
Borough Clerk

By Jeff Jabusch
Jeff Jabusch
Borough Manager

The foregoing instrument was acknowledged before me this 10 day of January, ²⁰¹⁴~~2013~~, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.



Lavonne Klinker
Notary Public for Alaska
Commission expires: 4-3-2015

Date: _____, 20____

J.P. Welding, LLC
Lessee

By [Signature]
Officer
Title officer/owner

The foregoing instrument was acknowledged before me this 10th day of January, 20 14
by Kim Lane

[Signature]
Notary Public for Alaska
Commission expires: 7-27-2017



Wrangell Port Commission

MEMO

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

FROM: SHERRI COWAN, PORT RECORDING SECRETARY

SUBJECT: MARINE SERVICE CENTER LEASES

DATE: DECEMBER 6, 2018

At the December 6, 2018 Regular Meeting, the Port Commission made the motion to move to calculate lease payments based on fair market value determined by the assessor by using the following formula. Market value of property divided by current Wrangell sales ratio, times ten percent divided by twelve and on top of that, properties on concrete will be assessed an additional fifteen percent of the established rate.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---|-----------------|------------|--|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13d | <u>DATE:</u> | January 8, 2019 |
| Approval of Modification No. 2 to the Lease Agreement in the Wrangell Marine Service Center for Mill Dock 6, as requested by Steven J. Christensen, CTT Marine, and recommended by the Wrangell Port Commission | | | | |
| <u>SUBMITTED BY:</u> | | | <u>FISCAL NOTE:</u> | |
| Greg Meissner, Port Commissioner | | | Expenditure Required: none | |
| | | | Amount Budgeted: none | |
| | | | Account Number(s): none | |
| | | | Account Name(s): none | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| <input checked="" type="checkbox"/> | Port Commission | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | n/a | |
| <input type="checkbox"/> | Attorney | | | |
| <input type="checkbox"/> | Insurance | | | |
| <u>ATTACHMENTS:</u> | | | | |
| 1. Lease Modification (No.2); 2. Previous Lease Agreement; 3. Lease Rate Memo | | | | |

RECOMMENDATION MOTION:

Move to approve lease modification no. 2 in the Wrangell Marine Service Center for Lot 6, as requested by Steven Christensen, CTT Marine and recommended by the Wrangell Port Commission.

SUMMARY STATEMENT:

The term for this leased lot in the Wrangell Marine Service Center expired December 31st, 2018. The Port Commission met on December 6, 2018 to consider the renewal of the lease as well as the evaluation of the lease amount.

The goal for the Wrangell Marine Service Center Leased lots is to have all the leased lots pay their monthly rent based on the assessed value. The following formula was used to come up with the new monthly lease rent amount:

| | |
|---------------|--|
| 3600 | (total sq. ft) |
| X \$16.00 | (per sq. ft.) |
| = \$62,608.70 | (total value based on the .92 State issued ratio for Wrangell) (\$57,600.00 /.92) |
| X 10% | (leased percentage value – not on concrete) |
| \$3,478.26 | (total annual lease amount) |
| X 15% | (\$939.13 added to annual rate - 15% over the total lease amount since this lot <u>is</u> on concrete) |
| = \$7,200.00 | |

/ 12 (year) TOTAL MONTHLY LEASE RENT \$600.00 (was \$740.00 per month)

The previous term of this lease was from January 1, 2014 to December 31, 2018. The lease was transferred between owners in October of 2016. The new five-year term will be from January 1, 2019 to December 31, 2023.

The reduction in monthly rent is due to the new value based on a percentage of assessed value rather than on an amount bid at auction. This is a much more fair way to establish ongoing rental rates.

**Modification of Facility Lease Agreement
to Wrangell Marine Service Center (WMSC)
Facility Lease Agreement**

This second modification to extend the Facility Lease Agreement is made and entered into as of December 31, 2018 by and among:

Steven Christensen, dba CTT Marine, PO Box 92, Wrangell, Alaska 99929, and the City and Borough of Wrangell, Alaska, P.O. Box 531, Wrangell, Alaska 99929.

Now therefore, both parties agree as follows:

- A. On October 24, 2016, Christensen Trades & Tangibles LLC., dba CTT Marine assumed Lot 6 in the Wrangell Marine Service Center. The amendment was to transfer the lease from Josh Young to Steven Christensen, CTT Marine. There were no changes to the lease amount or the duration.
- B. **This modification changes Section 1, Duration, and Section 4(A), Conditions of Leasing of the original agreement as follows:**

DURATION

This lease shall be in effect for an additional five years, more specifically, from the date above until the 31st day of December 2023.

CONDITIONS OF LEASING

- A. Lease payments shall be in the amount of ~~\$740.00~~ **\$600.00**, payable in advance on the 10th day of each month.

Note: On December 6, 2018, the Port Commission approved these changes to Leased Lot 6 in the Wrangell Marine Service Center.

The new monthly lease amount is calculated based on fair market value (determined by the Assessor), using the following formula:

$3600 \text{ square feet} \times \$16.00 = \$57,600 \text{ (fair market value)} / .92 \text{ (State issued ratio for Wrangell)} = \$62,608.70 \times 10\% \text{ (leased percentage value)} = \$6,260.87 \times \text{an additional } 15\% \text{ since this leased lot is on concrete } (\$7,200) / 12 \text{ (months)} = \$600.00 \text{ per month.}$

Steven Christensen, Lessee

Date

*Greg Meissner, Harbormaster
City and Borough of Wrangell*

Date

Attest: _____
Kim Lane, MMC, Borough Clerk

Date: _____

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

ASSIGNMENT OF LEASE, MODIFICATION No. 1 For Lot 6

This Lease is entered into on the 24th day of October, 2016, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and Christensen Trades & Tangibles LLC., dba CTT Marine (hereinafter "Lessee"), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a five year term, more specifically, from the date above until the 31st day of December, 2018.

2. LEASED PROPERTY

The property subject to this Lease is described as: Boat Yard Lot 6, 60 feet x 60 feet (3600 sq. ft.)

3. PERMISSIBLE USES

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

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

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

4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$740.00, payable in advance on the 10th day of each month.

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

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

5. RENEWAL

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

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

6. OPERATION AND MAINTENANCE

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

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

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

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

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

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

7. INDEMNITY AND INSURANCE

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

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

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

D. INSURANCE REQUIREMENTS

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

- 1. General Liability Insurance:** The User shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than **\$ 1,000,000** per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- 2. Motor Vehicle Liability Insurance:** The user shall procure and maintain during the life of this agreement, Motor Vehicle Liability Insurance, including applicable

no fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit. If the vehicle is a boom truck or is a boom truck combination, the policy must contain **LOAD/UNLOAD** coverage.

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

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

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

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

8. ENVIRONMENTAL INDEMNITY

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

B. Lessee shall use, store, handle, and deal with all Environmental Substances (as defined below) in compliance with all Environmental Laws (as defined below). Lessee shall take prompt and responsible action to correct any noncompliance reported by Lessee or alleged by DEC or EPA with any requirements of any Environmental Law or any contamination or pollution caused by a release (as defined below) of an Environmental Substance. Lessee shall obtain all necessary permits, licenses, and other authorizations issued pursuant to Environmental Laws required for Lessee to own or operate the leased premises. Operation of the leased premises shall be in compliance with any terms and/or conditions of such permits, license, and other authorizations. "Environmental Laws" means all federal, State, or local laws, statutes, ordinance, codes, rules, regulations, orders, decrees, and directives imposing liability or standards of conduct for or relating to the protection of health, safety, or the environment.

"Environmental Substances" include without limitation any substance, material, waste, pollutants, contaminant or chemical, regardless of how it is referred to or defined, that is regulated in, or pursuant to, any Environmental Laws. "Release" includes an actual or potential discharge, deposit, spill, leak, pumping, pouring, emission, emptying, injection, escape, leaching, seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

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

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

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

9. WASTE AND NUISANCE PROHIBITED

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

10. ABANDONMENT OF LEASED PREMISES

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

11. LIENS

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

12. LESSOR'S RIGHTS UNDER THIS LEASE

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

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

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

13. GOVERNING LAW

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.

14. DEFAULT

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

15. TERMINATION

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

16. NOTICE

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

Lessee: Christensen Trades & Tangibles LLC
dba CTT Marine
P.O. Box 92
Wrangell, AK 99929

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

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of the other party.

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 Lessor and Lessee 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.


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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: 10-24-16

City and Borough of Wrangell, Alaska
Lessor

Attest:

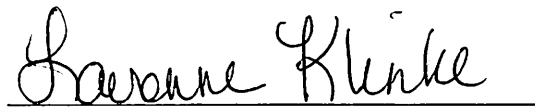

Kim Lane, MMC
Borough Clerk

By


Jeff Jabusch
Borough Manager

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by (manager) and (clerk), Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.




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

Date: 10-24, 2016

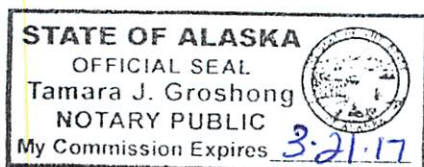
Christensen Trades & Tangibles, LLC.,
dba CTT Marine

Lessee

By Steven Christensen
Name
Single Member / owner
Title

The foregoing instrument was acknowledged before me this 21st day of October, 2016,
by Steven Christensen.

Tamara J. Groshong
Notary Public for Alaska
Commission expires: 3-21-17



Wrangell Port Commission

MEMO

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

FROM: SHERRI COWAN, PORT RECORDING SECRETARY

SUBJECT: MARINE SERVICE CENTER LEASES

DATE: DECEMBER 6, 2018

At the December 6, 2018 Regular Meeting, the Port Commission made the motion to move to calculate lease payments based on fair market value determined by the assessor by using the following formula. Market value of property divided by current Wrangell sales ratio, times ten percent divided by twelve and on top of that, properties on concrete will be assessed an additional fifteen percent of the established rate.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

| | | | | |
|---|-----------------|------------|--|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13e | <u>DATE:</u> | January 8, 2019 |
| Approval of Modification No. 2 to the Lease Agreement in the Wrangell Marine Service Center for Mill Dock 7, as requested by Don Sorric, Superior Marine, and recommended by the Wrangell Port Commission | | | | |
| <u>SUBMITTED BY:</u> | | | <u>FISCAL NOTE:</u> | |
| Greg Meissner, Port Commissioner | | | Expenditure Required: none | |
| | | | Amount Budgeted: none | |
| | | | Account Number(s): none | |
| | | | Account Name(s): none | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| <input checked="" type="checkbox"/> | Port Commission | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | n/a | |
| <input type="checkbox"/> | Attorney | | | |
| <input type="checkbox"/> | Insurance | | | |
| <u>ATTACHMENTS:</u> | | | | |
| 1. Lease modification (no.2). | | | | |

RECOMMENDATION MOTION:

Move to approve lease modification no. 2 in the Wrangell Marine Service Center for Lot 7, as requested by Don Sorric, Superior Marine and recommended by the Wrangell Port Commission.

SUMMARY STATEMENT:

The term for this leased lot in the Wrangell Marine Service Center expired December 31st, 2018. The Port Commission met on December 6, 2018 to consider the renewal of the lease as well as the evaluation of the lease amount.

The goal for the Wrangell Marine Service Center Leased lots is to have all the leased lots pay their monthly rent based on the assessed value. The following formula was used to come up with the new monthly lease rent amount:

| | |
|--|--|
| 3000 | (total sq. ft) |
| X \$16.00 | (per sq. ft.) |
| = \$52,173.91 | (total value based on the .92 State issued ratio for Wrangell) (\$48,000.00 /.92) |
| X 10% | (leased percentage value – not on concrete) |
| \$5,217.39 | (total annual lease amount) |
| X 15% | (\$782.61 added to annual rate - 15% over the total lease amount since this lot <u>is</u> on concrete) |
| = \$6,000.00 | |
| / 12 (year) TOTAL MONTHLY LEASE RENT \$500.00 (was \$475.00 per month) | |

The previous term of this lease was from January 1, 2014 to December 31, 2018. The new five-year term will be from January 1, 2019 to December 31, 2023. In addition to the change to the term of the lease, the use of the lease is also being amended as follows:

Lessee shall utilize the property only for the purpose of ~~placing a small building in the space, for the purpose of doing fiberglass and wood work~~ Vessel building and repair activities. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

The increase in monthly rent is due to the new value based on a percentage of assessed value rather than on an amount bid at auction. This is a much more fair way to establish ongoing rental rates.

**Modification No. 2 of Facility Lease Agreement
to Wrangell Marine Service Center (WMSC)
Facility Lease Agreement**

This second modification to extend the Facility Lease Agreement is made and entered into as of December 31, 2018 by and among:

Don Sorric, dba Superior Marine, P.O. Box 2296 Wrangell, Alaska 99929, and the City and Borough of Wrangell, Alaska, P.O. Box 531, Wrangell, Alaska 99929.

Now therefore, both parties agree as follows:

- A. Don Sorric entered into an original WMSC Facility Lease Agreement dated January 1, 2014 with the City and Borough of Wrangell as follows: Boat Yard Lot 7 – originally 50 feet x 60 feet (3000) square feet. the Permissible Uses in the agreement are as follows:

3. PERMISSIBLE USES

- A. Lessee shall utilize the property only for the purpose of placing a small building in the space, for the purpose of doing fiberglass and wood work. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.
- B. The Port Commission granted a modification on November 5, 2015, to boat yard lease as follows:

The Port Meeting held November 5, 2015 to recommend the approval of the intended purpose of Don Sorric – Lot 7 Metal Building Office Area in the Marine Service Center.

- C. This modification is reflected in the original agreement as follows as per Mr. Sorric's request:

11 x 10 square foot area downstairs is used as an office.
10 x 20 square foot area downstairs is to be used as a meeting room.
15 x 10 square foot area upstairs is to be used as a resting area for nights when work is being done in the yard that needs to be supervised 24 hrs. a day such as heaters that must be filled every few hours on projects where heat is needed. This area also includes a 5 x 7 square foot bathroom

- D. **This modification changes Section 1, Duration, Section 3(A), Permissible Uses, and Section 4(A), Conditions of Leasing of the original agreement as follows:**

DURATION

This lease shall be in effect for an additional five years, more specifically, from the date above until the 31st day of December 2023.

PREMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of ~~placing a small building in the space, for the purpose of doing fiberglass and wood work~~ Vessel building and repair activities. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

CONDITIONS OF LEASING

A. Lease payments shall be in the amount of ~~\$475.00~~ \$500.00, payable in advance on the 10th day of each month.

Note: On December 6, 2018, the Port Commission approved these changes to Leased Lot 7 in the Wrangell Marine Service Center.

The new monthly lease amount is calculated based on fair market value (determined by the Assessor), using the following formula:

3000 square feet x \$16.00 = \$48,000.00 (fair market value) / .92 (State issued ratio for Wrangell) = \$52,173.91 x 10% (leased percentage value) = \$5,217.39 x an additional 15% since this leased lot is on concrete (\$6,000.00) / 12 (months) = \$500.00 per month.

Don Sorric, Lessee

Date

Greg Meissner, Harbormaster
City and Borough of Wrangell

Date

Attest: _____
Kim Lane, MMC, Borough Clerk

Date: _____

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

This Lease is entered into on the 1st day of January, 2014, by and between the City and Borough of Wrangell (hereinafter "Lessor"), a municipal corporation, and Don Sorric, dba Superior Marine (hereinafter "Lessee"), a business owner, doing business in the State of Alaska, for purpose of leasing borough-owned land in Wrangell. The parties hereby agree to the following conditions:

1. DURATION

This Lease shall be in effect for a five year term, more specifically, from the date above until the 31st day of December, 2018.

2. LEASED PROPERTY

The property subject to this Lease is described as: Boat Yard Lot 7, 50 feet x 60 feet (3000 sq. ft.)

3. PERMISSIBLE USES

A. Lessee shall utilize the property only for the purpose of placing a small building in the space, for the purpose of doing fiberglass and wood work. Accessory uses of the property are allowed if pre-approved in advance in writing by the Borough Assembly and/or Port Commission.

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

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

4. CONDITIONS OF LEASING

A. Lease payments shall be in the amount of \$475.00, payable in advance on the 10th day of each month.

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

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

5. RENEWAL

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

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

6. OPERATION AND MAINTENANCE

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

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

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

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

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

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

7. INDEMNITY AND INSURANCE

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

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

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

D. INSURANCE REQUIREMENTS

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

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

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

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

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

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

8. ENVIRONMENTAL INDEMNITY

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

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

seepage, or disposal which is or may be in breach of any Environmental Law, regardless of cause. "Lessee" includes Lessee, any subsidiaries of the Lessee, any partnership or joint ventures involving the Lessee, Lessee's agents, representatives, employees, invitees, or contractors or any agents, representatives, employees, invitees, or contractors of Lessee's subsidiaries, partnerships, or joint ventures.

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

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

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

9. WASTE AND NUISANCE PROHIBITED

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

10. ABANDONMENT OF LEASED PREMISES

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

11. LIENS

Except with respect to activities for which Lessor is responsible, Lessee shall pay all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the leased premises free from any liens. If Lessee fails to pay such claims or to

discharge any lien, the Lessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the highest legal rate as allowed by law from the date of payment by the Lessor. Any amount paid by the Lessor on behalf of the Lessee shall be payable on demand. Such action by the Lessor shall not constitute a waiver of any right or remedy which the Lessor may have on account of Lessee's default.

12. LESSOR'S RIGHTS UNDER THIS LEASE

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

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

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

13. GOVERNING LAW

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.

14. DEFAULT

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

15. TERMINATION

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

16. NOTICE

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

Lessee: Don Sorric
dba Superior Marine
P.O. Box 2296, Wrangell, AK 99929

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

17. MISCELLANEOUS

A. This lease cannot be assigned without prior written consent of the other party.

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 Lessor and Lessee 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.

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized representative(s) signing below.

Date: 1-27, 20 14

City and Borough of Wrangell, Alaska
Lessor

Attest:

Kim Lane
Kim Lane
Borough Clerk

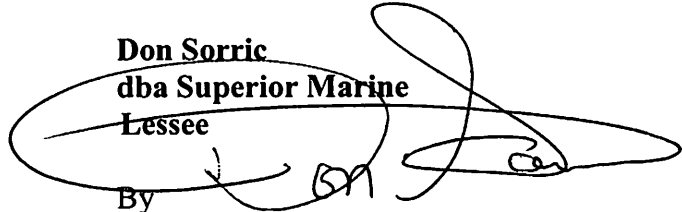
By Jeff Jabusch
Jeff Jabusch
Borough Manager

The foregoing instrument was acknowledged before me this 27th day of January, 20 14, by **Jeff Jabusch** and **Kim Lane**, Borough Manager and Borough Clerk, respectively, of the City and Borough of Wrangell, Alaska, an Alaska home rule municipal corporation, on behalf of the corporation.

Notary Public for Alaska
Commission expires: _____


Date: _____, 20 ____

Don Sorric
dba Superior Marine
Lessee

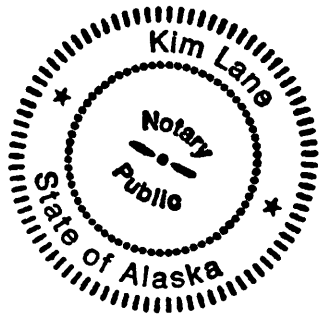


By _____
Don Sorric
Owner
Title

The foregoing instrument was acknowledged before me this 13th day of January, 2014,
by Don Sorric



Notary Public for Alaska
Commission expires: 7-27-17



Wrangell Port Commission

MEMO

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

FROM: SHERRI COWAN, PORT RECORDING SECRETARY

SUBJECT: MARINE SERVICE CENTER LEASES

DATE: DECEMBER 6, 2018

At the December 6, 2018 Regular Meeting, the Port Commission made the motion to move to calculate lease payments based on fair market value determined by the assessor by using the following formula. Market value of property divided by current Wrangell sales ratio, times ten percent divided by twelve and on top of that, properties on concrete will be assessed an additional fifteen percent of the established rate.

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

| | | | | |
|--|------------|-----|---|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13f | <u>DATE:</u> | January 8, 2019 |
| PROPOSED RESOLUTION NO. 01-19-1440 OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING A SPECIAL INVESTMENT COMMITTEE, AS ALLOWED IN WMC 3.04.060, SPECIAL COMMITTEES, TO EXPLORE INVESTMENT OPPORTUNITIES FOR WRANGELL | | | | |
| <u>SUBMITTED BY:</u> | | | <u>FISCAL NOTE:</u> | |
| Lisa Von Bargaen, Borough Manager | | | Expenditure Required: none | |
| | | | Amount Budgeted: none | |
| | | | Account Number(s): none | |
| | | | Account Name(s): none | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| n/a | | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | none | |
| | | | | |
| <input type="checkbox"/> | Attorney | | | |
| n/a | Insurance | | | |
| | | | | |
| <u>ATTACHMENTS:</u> 1. Resolution No. 01-19-1440 | | | | |

Proposed Motion:
Move to approve Resolution No. 01-19-1440.

SUMMARY STATEMENT:

At the December 10, 2018 Assembly meeting, Administration requested the Assembly create an Investment Committee. The purpose of the Investment Committee is to review the investment policies, codes and strategies of the City & Borough of Wrangell and make recommendations to the Assembly thereon. The Assembly was in support of this action. As a result, this item back is being brought before the Assembly in the form of a Resolution, as required in WMC 3.04.060, Special Committees.

The Wrangell Municipal Code only appears to have a provision for Special Committees of the Assembly. The purpose of a Special Committee is to address a specific issue, and then sunset. The need to manage the Borough's investments will be ongoing in perpetuity. It is Administration's

recommendation the WMC be amended to create a provision for Standing Committees of the Assembly, one of which should be the Investment Committee, the roles and responsibilities of which will be clearly outlined in the new code section.

In the meantime, the need for review related to investments can be accomplished with a Special Investment Committee until a standing committee is created.

CITY AND BOROUGH OF WRANGELL

RESOLUTION No. 01-19-1440

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, CREATING A SPECIAL INVESTMENT COMMITTEE, AS ALLOWED IN WMC 3.04.060, SPECIAL COMMITTEES, TO EXPLORE INVESTMENT OPPORTUNITIES FOR WRANGELL

WHEREAS, the City & Borough of Wrangell has both long term (Permanent Fund) and short term investments to manage the CBW's reserves and cash flow; and

WHEREAS, review of the Borough's investment policies, code and strategies is an important part of the fiduciary responsibility of the Borough Assembly and staff; and

WHEREAS, there has been no active Investment Committee to review the aforementioned investment aspects and make recommendations to the Assembly; and

WHEREAS, the Special Investment Committee shall be comprised of two Assembly Members, the Borough Manager, and the Borough Finance Director; and

WHEREAS, the role of the Special Investment Committee shall be clearly outlined in this resolution.

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

Section 1: This resolution establishes a Special Investment Committee.

Section 2: The Special Investment Committee is comprised of two Borough Assembly Members, the Borough Manager, and the Borough Finance Director.

Section 3: The Special Investment Committee is tasked with reviewing the investment policies, code and strategies of the City & Borough of Wrangell and making recommendations to the Assembly thereon.

PASSED AND APPROVED BY THE ASSEMBLY OF THE CITY & BOROUGH OF WRANGELL, ALASKA THIS 8th DAY OF January, 2019.

CITY & BOROUGH OF WRANGELL

Stephen Prysunka, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

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

| | | | | |
|---|------------|------------|---|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13g | <u>DATE:</u> | January 8, 2019 |
| Approval to Reschedule the Regular Assembly Meeting of April 23, 2019 to April 30, 2019 | | | | |
| <u>SUBMITTED BY:</u> | | | <u>FISCAL NOTE:</u> | |
| Lisa Von Bargaen, Borough Manager | | | Expenditure Required: none | |
| | | | Amount Budgeted: none | |
| | | | Account Number(s): none | |
| | | | Account Name(s): none | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| n/a | | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | none | |
| <input type="checkbox"/> | Attorney | | | |
| n/a | Insurance | | | |
| <u>ATTACHMENTS:</u> None. | | | | |

Proposed Motion:

Move to approve rescheduling the Regular Assembly Meeting of April 23, 2019 to April 30, 2019.

SUMMARY STATEMENT:

The two regular Assembly meetings in April are scheduled to be held on April 9th and 23rd. Mayor Prysunka will be out of town on April 23rd and has asked for the meeting to be rescheduled to April 30th. There are five Tuesdays in April which allows for the second meeting of the month to be rescheduled to the 30th and still have two weeks between that meeting and the first regular Assembly meeting in May, scheduled to take place on May 14th.

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

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|--|------------|------------|--|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 13h | <u>DATE:</u> | January 8, 2019 |
| Approval to Cancel the Regular Assembly Meeting of February 12, 2019 | | | | |
| <u>SUBMITTED BY:</u> | | | <u>FISCAL NOTE:</u> | |
| Lisa Von Bargaen, Borough Manager | | | Expenditure Required: none | |
| | | | Amount Budgeted: none | |
| | | | Account Number(s): none | |
| | | | Account Name(s): none | |
| <u>Reviews/Approvals/Recommendations</u> | | | | |
| n/a | | | Unencumbered Balance(s) (prior to expenditure): | |
| Name(s) | | | none | |
| <input type="checkbox"/> | Attorney | | | |
| n/a | Insurance | | | |
| <u>ATTACHMENTS:</u> None. | | | | |

Proposed Motion:
Move to approve canceling the Regular Assembly Meeting of February 12, 2019 and hold only one Regular Assembly meeting on February 26, 2019.

SUMMARY STATEMENT:

Southeast Conference Mid-Session Meetings will be held on February 12th and 13th in Juneau. In addition to the Manager, Assembly Member Decker will also be attending the event. Mayor Prysunka will be out of town several days preceding the meeting date with return travel to Wrangell on the 12th. Should his travel be interrupted for any reason, he will also be unable to attend the meeting. For these reasons Administration is asking to cancel the meeting of February 12th and conduct all business at the regularly scheduled meeting of February 26th. If a critical issue presents itself requiring immediate attention, Administration will work with the Assembly to call a special meeting.

CITY & BOROUGH OF WRANGELL, ALASKA
BOROUGH ASSEMBLY AGENDA STATEMENT

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|--|------------|------------|-------------|-----------------|
| <u>AGENDA ITEM TITLE:</u> | <u>NO.</u> | 15a | <u>Date</u> | January 8, 2019 |
| Executive Session: Notice of Formal Grievance Procedure with the IBEW | | | | |
| <u>SUBMITTED BY:</u> | | | | |
| Lisa Von Bargaen, Borough Manager | | | | |

RECOMMENDED MOTION:

I move, pursuant to 44.62.310 (c) (1), that we recess into executive session to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough, specifically the Formal Grievance Procedure with the IBEW.

SUMMARY STATEMENT:

The Borough and the IBEW have entered into the Formal Grievance Procedure (as provided for in the Collective Bargaining Agreement) regarding two different, but related issues. This executive session will provide an opportunity for the Borough Manager to notify the Assembly of the status of the two grievances and explain the Formal Grievance Process. This executive session will not include any mention of or discussion about staff involved in the grievances. Depending on the outcome of the grievances, the finances of the Borough could be impacted, thereby qualifying the discussion for executive session.