



CITY & BOROUGH OF WRANGELL PUBLIC HEARING AGENDA

Tuesday, November 8, 2016
6:30 – 7:00 p.m.

Location: Assembly Chambers, City Hall

1. Call to Order
2. Roll Call
3. Public Hearing Item:
 - a. **PROPOSED ORDINANCE No. 927:** AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, OF THE WRANGELL MUNICIPAL CODE (*second reading*)
 - b. Request for a modification to a Contract Zone Agreement, amending the site plan and expanding the proposed Light Industrial use storage facility from a one building facility to a two building facility on Lot C, Torgramsen-Glasner Subdivision, zoned Single Family Residential with a Contract Zone of Light Industrial, requested by Mr. and Mrs. Donald Glasner
4. Written Testimony
5. Oral Testimony
6. Adjournment

Agenda Item 3a

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY PUBLIC HEARING ITEM November 8, 2016

INFORMATION:

PROPOSED ORDINANCE No. 927: AN ORDINANCE OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, AMENDING THE MINOR OFFENSE FINE SCHEDULE IN CHAPTER 1.20, GENERAL PENALTY, OF THE WRANGELL MUNICIPAL CODE
(second reading)

Attachments:

- 1. Proposed Ordinance No. 927**
2. Memo from Clerk Lane
3. WMC Sections 10.44 & 10.48

CITY AND BOROUGH OF WRANGELL, ALASKA

ORDINANCE NO. 927

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

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

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

SEC. 1. Action. The purpose of this ordinance is to amend the Minor Offense Fine Schedule in Section 1.20.050 of Chapter 1.20, General Penalty, of the Wrangell Municipal Code to add to the fine schedule offenses relating to Chapter 10.44, Possession, Control, or Consumption of Alcoholic Beverages by persons under 21 years of age.

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

1.20.050 Minor Offense Fine Schedule.

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

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

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

Section	Offense	Penalty/Fine
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7.04.010	Cruelty – Abandonment	\$200
7.04.020	Animals at large prohibited	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.010	Licensing	\$25.00 fine for each offense.
7.08.020	Dog Vaccination required	\$50.00 fine for each offense.
7.08.030	At large – Prohibited – Nuisance declared	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.035	Objectionable animals	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.040	Restraint requirements	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.045 & 7.08.050	Off-leash areas & Off –leash area rules	First offense - \$15, second offense - \$50, third offense - \$100. Fourth and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$200 and a maximum fine of \$500.00.
7.08.115	Potentially dangerous and dangerous dogs: violation of restrictions, confinement requirements, and sign requirements	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
7.08.120	Biting dog – Confinement	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
7.08.140	Proclamation to confine all dogs during epidemic	First offense - \$200 Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.

7.08.150	Interference with animal enforcement agents	First offense - \$200 Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
9.08.080	Accumulations of rubbish & materials prohibited	\$100.00 fine for each offense.
9.12.020, 9.12.030, & 9.12.040	Fireworks where prohibited; sale where prohibited; display violations	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
9.16.020	Deposit in public places	0-1 pound = \$50.00 fine, 1-5 pounds = \$150.00 fine, 6-10 pounds = \$250.00, 11-15 pounds = \$350.00 fine, 15 + pounds = \$500.00 fine.
9.16.030	Maintaining sidewalks free of litter.	\$75.00 fine for each offense.
9.16.040	Deposit from vehicles prohibited	\$75.00 fine for each offense.
9.16.050	Operating litter-generating vehicles prohibited	0-1 pound = \$50.00 fine, 1-5 pounds = \$150.00 fine, 6-10 pounds = \$250.00, 11-15 pounds = \$350.00 fine, 15 + pounds = \$500.00 fine.
9.16.060	Deposit on private property prohibited	0-1 pound = \$50.00 fine, 1-5 pounds = \$150.00 fine, 6-10 pounds = \$250.00, 11-15 pounds = \$350.00 fine, 15 + pounds = \$500.00 fine.
9.16.070	Property owner's responsibility to maintain premises	\$75.00 fine for each offense.
9.16.080	Handbills – Restrictions generally	\$75.00 fine for each offense.
9.16.090	Handbills – Distribution on private property	\$75.00 fine for each offense.
9.16.100	Posting notices prohibited	\$50.00 fine for each offense.
10.18.010	Abuse of 911 system	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
10.36.010	Discharge of firearms and other weapons prohibited within certain areas	First offense - \$200. Second and subsequent offenses are mandatory court appearance offenses with a minimum fine of \$300 and a maximum fine of \$500.00.
<u>10.44.010</u>	<u>Possession, Control, or Consumption of Alcoholic Beverages by persons under 21</u>	<u>\$500.00 fine for each offense.</u>

	<u>years of age</u>	
10.46.010(A)(1)	Consumption of marijuana in a public place prohibited	\$100.00 fine for each offense.
10.46.010(A)(2)	Consume marijuana outdoors adjacent public place without consent of property owner	\$100.00 fine for each offense.
<u>10.48.010</u>	<u>Possession of tobacco by a minor under 19 years of age</u>	<u>\$75.00 fine for each offense.</u>
11.28.020	Prohibited parking places	\$50.00 fine for each offense.
11.28.030	Red-painted curbs and signs – No parking	\$50.00 fine for each offense.
11.28.040	Time-limit parking	\$50.00 fine for each offense.
11.28.080	Blocking roadway prohibited	\$50.00 fine for each offense.
11.28.090	Bus stop and passenger zone – Parking prohibited	\$50.00 fine for each offense.
11.28.100	Loading and unloading materials	\$50.00 fine for each offense.
11.28.130	Method of parking – Loading permits	\$50.00 fine for each offense.
11.30.030	Parking in excess of posted time limit – Parking lots	\$50.00 fine for each offense.
11.30.040	Proper parking required – Parking lots	\$50.00 fine for each offense.
11.30.050	Vehicles and objects prohibited – Parking lots	\$75.00 fine for each offense.
11.36.060	Stop when traffic obstructed	\$75.00 fine for each offense.
11.36.070	Bicycle restrictions on sidewalks	\$50.00 fine for each offense.
11.36.080	U-turns prohibited	\$50.00 fine for each offense.
11.36.100	Dragging objects prohibited	\$50.00 fine for each offense.
11.36.110	Projecting loads on passenger vehicles	\$50.00 fine for each offense.
11.36.160	Use of coaster, rollerskates, skateboards, sleds and skis	\$50.00 fine for each offense.
11.36.170	Excessive acceleration	\$50.00 fine for each offense.
11.64.010	Sound trucks – permit required	\$100.00 fine for each offense.
11.68.020	Registration required	\$50.00 fine for each offense.
11.68.030	Required equipment	\$50.00 fine for each offense.
11.68.040	Snowmobile operation restricted	\$50.00 fine for each offense.
11.68.050	Designated right-of-way	\$50.00 fine for each offense.
11.76.020	Junk vehicles unlawful	\$50.00 fine for each offense. Each 10 days shall constitute a separate violation.
14.09.005	Speeding	\$150.00 fine for each offense.
14.09.015	Hazard to navigation	\$100.00 fine for each offense.
14.09.020	Failure to register	\$25.00 fine for each offense.

14.09.025	Improper mooring	\$25.00 fine for each offense.
14.09.030	Inadequate equipment	\$50.00 fine for each offense.
14.09.035	Improper use of facilities	\$50.00 fine for each offense.
14.09.040	Improper waste disposal	\$50.00 fine for each offense.
14.09.045	Improper petroleum product disposal	\$100.00 fine for each offense.
14.09.050	Improper care and control of animals	\$25.00 fine for each offense.
14.09.055	Water sports	\$25.00 fine for each offense.
14.09.065	Improper use of seaplane float	\$50.00 fine for each offense.
14.09.070	Improper use of a loading zone	\$25.00 fine for each offense.
14.09.075	Improper use of fire equipment	\$100.00 fine for each offense.
14.09.080	Improper use of utilities	\$50.00 fine for each offense.
14.09.085	Tampering and defacing signs	\$25.00 fine for each offense.
14.09.090	Nuisance	\$100.00 fine for each offense.
14.09.095	Failure to comply with rules, regulations or procedures.	\$100.00 fine for each offense.
14.09.100	Obstruct or impede use of any launch ramp	\$50.00 fine for each offense.
15.18.030	Refuse containers – Required	\$150.00 fine for each offense.
15.18.032	Refuse containers – Maintained	\$150.00 fine for each offense.
15.18.050	Disposal of offensive refuse prohibited	\$150.00 fine for each offense.
15.18.052	Burning of certain materials prohibited	\$150.00 fine for each offense.
15.18.075	Monofill disposal permit and fees	\$150.00 fine for each offense.

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

SEC. 4. Severability. If any portion of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

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

PASSED IN SECOND READING: October 11, 2016

PASSED IN SECOND READING: _____, 2016

David L. Jack, Mayor

ATTEST:

Kim Lane, Borough Clerk

MEMORANDUM

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

**FROM: KIM LANE, MMC
BOROUGH CLERK**

SUBJECT: Ordinance No. 927 – Minor Offense Fine Schedule in Chapter 1.20

DATE: October 11, 2016

Explained:

The proposed Ordinance is being brought forward as an ongoing drive to bring our fine schedule in Chapter 1.20 up to date. Having the fines and/or penalties listed in Chapter 1.20 will help law enforcement and the residents of Wrangell to be clear on what the penalty/fee is for each violation.

Starting October 4, 2016, the AK Court System is classifying a Minor Consumption of Alcohol a Minor Offense. What that means is that the City can add this offense to its Minor Offense Fine Schedule in Chapter 1.20 whereas before, the State would handle and receive the revenue for this offense.

In Chapter 10.44.010 and 10.48.010, there are provisions that state that the offense is a violation and punishable under 1.20. We are just adding those fines in the fine schedule.

Recommended Motion:

Move to approve first reading of Ordinance No. 927, and move to the second with a Public Hearing to be held on November 8th, 2016.

Chapter 10.44**POSSESSION, CONTROL, OR CONSUMPTION OF ALCOHOLIC BEVERAGES**

Sections:

10.44.010 Possession, control or consumption of alcoholic beverages by persons under 21 years of age.

10.44.010 Possession, control or consumption of alcoholic beverages by persons under 21 years of age.

A. It shall be unlawful for any person under the age of 21 to possess, consume or be in control of any alcoholic beverages within the City and Borough of Wrangell, except those furnished to persons under AS 04.16.051(b).

B. Violation of this section is punishable as provided for in WMC 1.20.010. [Ord. 833 § 61, 2009; Ord. 675 § 5, 2000.]

Chapter 10.48

POSSESSION OF TOBACCO BY A MINOR

Sections:

10.48.010 Possession of tobacco by a minor.

10.48.010 Possession of tobacco by a minor.

A. It shall be unlawful for any person under 19 years of age to purchase, possess or use any cigarette, pipe, cigar or other tobacco product on public property or in any public place within the corporate limits of the borough.

B. Possession of tobacco by a minor is a violation of this section and is punishable as provided for in WMC

1.20.010. [Ord. 833 § 61, 2009; Ord. 675 § 5, 2000.]

Agenda Item 3b

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY PUBLIC HEARING ITEM November 8, 2016

INFORMATION:

Request for a modification to a Contract Zone Agreement, amending the site plan and expanding the proposed Light Industrial use storage facility from a one building facility to a two building facility on Lot C, Torgramsen-Glasner Subdivision, zoned Single Family Residential with a Contract Zone of Light Industrial, requested by Mr. and Mrs. Donald Glasner

Attachments:

1. Memo from Carol Rushmore, Economic Development Director
2. Agenda report to P&Z from Carol Rushmore
3. Request from Mr. Glasner for a modification to the Contract Zone
4. Aerial of the property
5. Current Contract Zone Agreement

MEMORANDUM

DATE: NOVEMBER 1, 2016

TO: JEFF JABUSCH, BOROUGH MANAGER
KIM LANE, BOROUGH CLERK

FROM: MS. CAROL RUSHMORE
ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: Request for a modification to a Contract Zone Agreement amending the site plan and expanding the proposed Light Industrial use storage facility from a one building facility to a two building facility on Lot C, Torgramsen-Glasner Subdivision, zoned Single Family Residential with a contract zone of Light Industrial, requested by Mr. and Mrs. Donald Glasner.

BACKGROUND:

Mr. Glasner purchased Lot C, Torgramsen-Glasner Subdivision in 2016. He sought and received a contract zone specifically for a single building indoor storage facility. Mr. Glasner is now requesting a modification to his contract zone that was recently signed with the Borough to add a second storage facility on the same property.

Contract Zones modify the underlying zone, in this case, Single Family Residential, to another zone for a very specific use as outlined in the applicant's proposal, and on which all reviews are made. The Contract is then prepared between the applicant and the Borough based on the specific request and approval. Mr. Glasner's original proposal changed the Single Family zone to Light Industrial for only a single storage building.

RECOMMENDATION:

The Planning and Zoning Commission, at their regular meeting of October 13, 2016, reviewed the proposed modification and recommended to the Borough Assembly to approve a contract zone modification for the modified site plan and expansion to a total of two buildings used as indoor storage units with the following conditions and Findings of Fact:

- 1) Site obscuring vegetated buffer of at least 25 feet maintained pursuant to WMC20.52.200 (in current contract zone);
- 2) Lighting at facility should be angled downward and guarded from side so as not to disturb adjacent residences (in current contract zone);
- 3) Operating hours should be restricted from 7:00am to 8:00pm (in current contract zone);
- 4) The driveway entrance to the storage unit will be widened and moved over 10 feet to avoid all conflict with the adjacent residential driveway (new).

FINDINGS OF FACT:

1. **Justification for the proposed change, including the effect on the objectives of the comprehensive plan:** The current contract zone changes the lot from Single Family Residential to Light Industrial for the purpose of a single unit dry storage unit. The Commission deems it in the best interest of the community to approve the requested modification to the contract zone allowing a second building per the proposed site plan. The activities of the proposed use provides positive benefits to the community. The proposed use may not meet the objectives of the Future Residential Growth of the Comprehensive Plan (Ch 6.8.2) nor does it fall within the Future Growth Map 6-18 for Residential development, but it does meet Land Use Policy 32 designating areas for

City and Borough of Wrangell

Agenda G1

Date: October 6, 2016

To: Planning and Zoning Commission

From: Carol Rushmore, Economic Development Director

Re: Request for a modification to a Contract Zone Agreement amending the site plan and expanding the proposed Light Industrial use storage facility from a one building facility to a two building facility on Lot C, Torgramsen-Glasner Subdivision, zoned Single Family Residential with a contract zone of Light Industrial, requested by Mr. and Mrs. Donald Glasner.

Background: In 2015 Mr. Glasner came forward as he was buying and subdividing the land from Lisa Torgramsen with a request for a Contract Zone changing the zone from Single Family to Light Industrial in order to construct a single storage building facility.

Review Criteria: **Single Family Residential 20.16**
 Light Industrial 20.51
 Standards: 20.52
 Amendments 20.76
 Contract Zoning 20.77

Findings: Mr. Glasner received approval by the Assembly in 2015 for his Contract Zone request, changing the zone of the lot he was buying from Single Family Residential to Light Industrial for the purpose of constructing a single building storage unit that would have 14 bays. The Contract Zone agreement was just recently signed; it had been on hold pending final plat approval and final sale.

Mr. Glasner is now submitting a modified site plan and seeking to construct two buildings rather than one. The Contract Zone agreement is for a specified use per the application. To amend or modify the proposed use and activities, requires approval and a modification to the agreement, as changes could create new or adverse impacts not originally anticipated.

Mr. Glasner is now proposing to construct two steel buildings. The originally approved dry storage structure will now be 120' X 45' and the proposed second dry storage building will be 84' X 30'.

Access to the facility is currently via an existing drive way cut, however it borders with Lloyd Ward's driveway access to his trailer and he has voiced concerns about the close proximity and conflicts of access. Mr. Glasner has been made aware of the issues and is proposing to widen the existing access an additional 10 feet in order to minimize potential conflicts.

Conditions of approval for the current Contract Zone Agreement include:

- 1) Site obscuring vegetated buffer of at least 25 feet maintained pursuant to WMC20.52.200;

- 2) Lighting at facility should be angled downward and guarded from side so as not to disturb adjacent residences;
- 3) Operating hours should be restricted from 7:00am to 8:pm.

The Commission needs to determine if the proposed expansion will create additional impacts and affect the Contract Zone Agreement. The Commission is making a recommendation to the Assembly and must make findings as to appropriateness for the area and effects on property owners.

Recommendation:

The Planning and Zoning Commission is making a recommendation to the Assembly.

Findings must address per WMC 20.76.030 (C):

- 1) Justification for the proposed change, including the effect on the objectives of the comprehensive plan
- 2) Effect of the proposed change on property owners, including traffic flow, population, density, parking, sewer and water
- 3) Approval or Disapproval

Staff recommends approval of the modification request with the additional condition:

The driveway entrance to the storage unit will be moved over 15 feet to avoid all conflict with the residential driveway.

DRAFT FINDINGS OF FACT:

1. **Justification for the proposed change, including the effect on the objectives of the comprehensive plan:** The current contract zone changes the lot from Single Family Residential to Light Industrial for the purpose of a single unit dry storage unit. The Commission deems it in the best interest of the community to approve the requested modification to the contract zone allowing a second building per the proposed site plan. The activities of the proposed use provides positive benefits to the community. The proposed use may not meet the objectives of the Future Residential Growth of the Comprehensive Plan (Ch 6.8.2) nor does it fall within the Future Growth Map 6-18 for Residential development, but it does meet Land Use Policy 32 designating areas for commercial and industrial development and since this has already been deemed Light Industrial appropriate, the expansion should not create major impacts to neighbors. Implementing the conditions and requiring a shifting of the access road meets Policy 33 promoting compatibility.
2. **Effect of the proposed change on property owners, including traffic flow, population, density, parking, sewer and water:** The Commission finds that the impacts of an additional storage building to adjacent property owners will be minimal. Lighting can be directed downward and access times limited to minimize noise and visual efforts. The access driveway constructed by Mr. Glasner was creating a problem with the adjacent neighbor because they were in essence sharing a portion of the access and there were encroachments or blocking residential access with equipment and vehicles. If the driveway is shifted over 15 feet rather than 10 feet, the Commission does not believe that traffic flow will remain an issue.
3. **Approval or Disapproval:** The recommends approval of the modification request with the additional condition:

The driveway entrance to the storage unit will be moved over 15 feet to avoid all conflict with the residential driveway.

September 27, 2016

Submitted To: Carole Rushmore
Economic Development Director
City And Borough Of Wrangell

KimLane , MMC
Borough Clerk

PO Box 531
Wrangell, AK
99929
907-874-2381
F 907-874-3952

Att: Planning & Zoning Department

Re: Contract Zoning Agreement
LOT C Torgramsen / Glasner Subdivision Plat # 2016-2

Good Afternoon,

I would like to increase and expand the activities of our approved dry storage building. Working with the boroughs request for proposed set backs and guide lines , I did not realize at the time our approval for the use of the lot would allow only one structure. This letter is to inform the Borough I am requesting to Modify my Contract Zone . I have provided an updated Site Plan with measurements and location of my proposed dry storage building. The building would be in the back of the lot with 6 garage doors facing the road. With existing property elevations , the proposed building would not be in view from the street. I have created a gravel drive to have access to our property. I am presently using an existing driveway curb cut and apron that serviced a small green house many years ago.

However ,it has come to my attention that our closest neighbor is sharing that curb & apron .I feel even though the entrance is my property , I would like to expand my present driveway apron an additional 10'. Shifting our driveway away from my neighbor and our property corner.

This would allow for our entrance to be a little more easier turning in, and also give our neighbor a little more space.

10' of culvert pipe would need to be installed and some concrete modifications .

Last fall when we were creating a construction drive entrance, a gentleman from the highway department stopped and spoke with my site contractor regarding the entrance expansion.

At the time we were told " Go ahead and widen if you want, no permit needed"

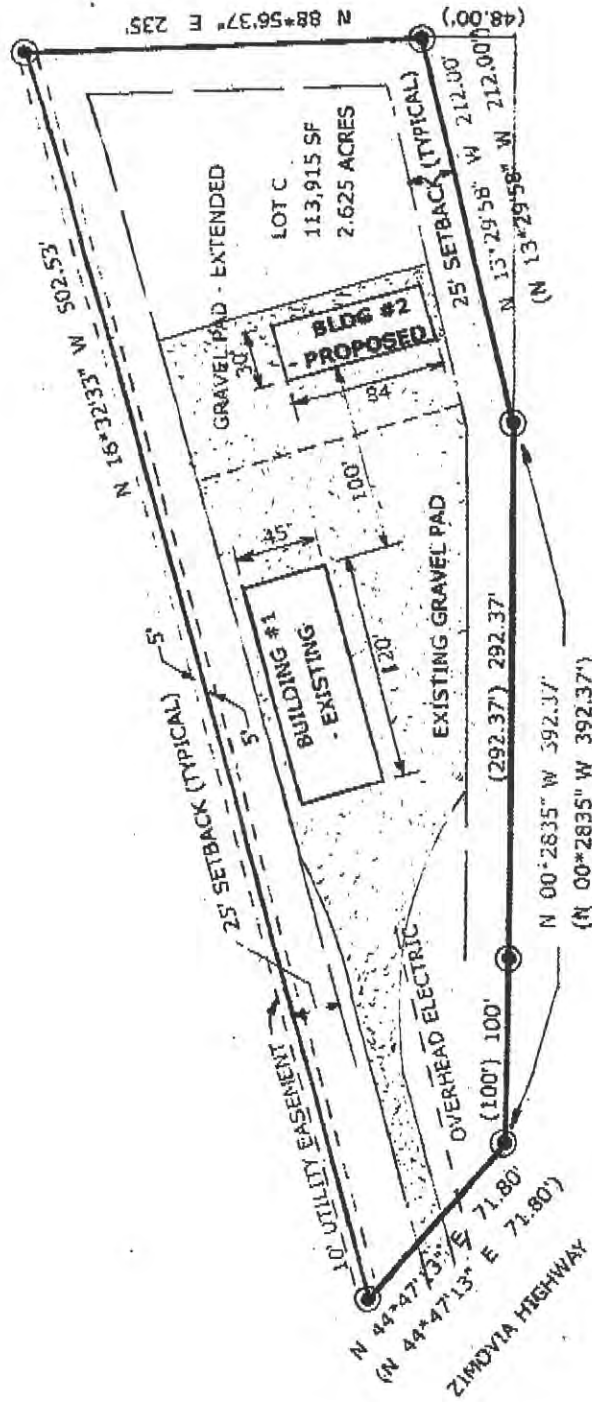
I don't know if this still is the situation , however this did take place at the time.

I take great pride in my proper as an owner , have planted grass on disturbed areas, 15 small evergreen trees . Trying to restore the landscape back to natural state.

Thank You

Donald Glasner





PROPERTY OWNER:

MR. AND MRS. DONALD J. GLASNER
227 DOXEY DRIVE
PARK RIDGE, NEW JERSEY 07656

SITE PLAN - PROPOSED STORAGE BUILDING #2
SEPTEMBER 2,

LOT C - ZIMOVIA HIGHWAY, WRANGELL, ALASKA 99929

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WENDELL, ALASKA, AS RECORDED IN PLAT BOOK 1335.69, U.S.S. 84-83, DATED SEPTEMBER 20, 2016, AND THAT THE SUBDIVISION IS BEING OFFERED FOR SALE TO THE PUBLIC OR PRIVATE USE AS NOTED.

NOTARY'S ACKNOWLEDGMENT

STATE OF ALASKA
CITY AND BOROUGH OF WENDELL
NOTARY PUBLIC
DATE: 7-5-2016
FOR THE TORGRASEN SUBDIVISION
DANIEL K. KILKE
NOTARY PUBLIC
4-13-2019

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

WE HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WENDELL, ALASKA, AS RECORDED IN PLAT BOOK 1335.69, U.S.S. 84-83, DATED SEPTEMBER 20, 2016, AND THAT THE SUBDIVISION IS BEING OFFERED FOR SALE TO THE PUBLIC OR PRIVATE USE AS NOTED.

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

WE HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF WENDELL, ALASKA, AS RECORDED IN PLAT BOOK 1335.69, U.S.S. 84-83, DATED SEPTEMBER 20, 2016, AND THAT THE SUBDIVISION IS BEING OFFERED FOR SALE TO THE PUBLIC OR PRIVATE USE AS NOTED.

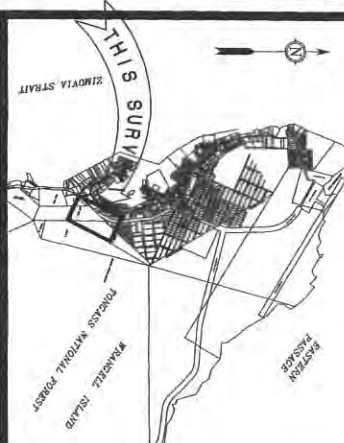
RECORD CURVE DATA

①	②
A = 114.354°	A = 07.444°
R = 1004.83'	R = 1004.83'
L = 205.764'	L = 31.198'
CHD. BRG. = N3708.34°E	CHD. BRG. = N4355.193°E

MR. GREG SCHEFF (AS 6700) WAS THE CORPORATE SURVEYOR FOR THE CORPORATE SURVEY FOR RAIL, AS SUCH, I AM ACCEPTING THE MONUMENTS AS SHOWN AND PLACED THIS SURVEY.



VICINITY MAP



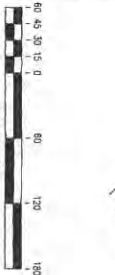
LEGEND

- BLM/ALO BRASS CAP MONUMENT RECOVERED THIS SURVEY
- PRIMARY ALUM. CAP PIPE MONUMENT W/BRN LS 6258
- RECOVERED THIS SURVEY
- SECONDARY MONUMENT RECOVERED THIS SURVEY
- REBAR AND ALUM. CAP SET THIS SURVEY, LS 6700
- DATA OF RECORD
- DATA MEASURED OR CALCULATED

PLAT NOTES

- REFERENCE BOOK 9, PAGE 986 AND BOOK 15, PAGE 25, WRANGELL RECORDING DISTRICT.
- REFERENCE U.S. SURVEY 3823 FOR ANY NOTES OR EASEMENTS.
- REFERENCES WITHIN THE WRANGELL RECORDING DISTRICT UTILIZED FOR THIS SURVEY:
 - TORGRASEN SUBDIVISION II, PLAT #200-2
 - TORGRASEN SUBDIVISION II, PLAT #200-6
 - TORGRASEN SUBDIVISION II, PLAT #200-7
 - TORGRASEN SUBDIVISION II, PLAT #200-8
 - TORGRASEN SUBDIVISION II, PLAT #200-9
 - TORGRASEN SUBDIVISION II, PLAT #200-10
 - TORGRASEN SUBDIVISION II, PLAT #200-11
 - TORGRASEN SUBDIVISION II, PLAT #200-12
 - TORGRASEN SUBDIVISION II, PLAT #200-13
 - TORGRASEN SUBDIVISION II, PLAT #200-14
 - TORGRASEN SUBDIVISION II, PLAT #200-15
 - TORGRASEN SUBDIVISION II, PLAT #200-16
 - TORGRASEN SUBDIVISION II, PLAT #200-17
 - TORGRASEN SUBDIVISION II, PLAT #200-18
 - TORGRASEN SUBDIVISION II, PLAT #200-19
 - TORGRASEN SUBDIVISION II, PLAT #200-20
 - TORGRASEN SUBDIVISION II, PLAT #200-21
 - TORGRASEN SUBDIVISION II, PLAT #200-22
 - TORGRASEN SUBDIVISION II, PLAT #200-23
 - TORGRASEN SUBDIVISION II, PLAT #200-24
 - TORGRASEN SUBDIVISION II, PLAT #200-25
 - TORGRASEN SUBDIVISION II, PLAT #200-26
 - TORGRASEN SUBDIVISION II, PLAT #200-27
 - TORGRASEN SUBDIVISION II, PLAT #200-28
 - TORGRASEN SUBDIVISION II, PLAT #200-29
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 - TORGRASEN SUBDIVISION II, PLAT #200-31
 - TORGRASEN SUBDIVISION II, PLAT #200-32
 - TORGRASEN SUBDIVISION II, PLAT #200-33
 - TORGRASEN SUBDIVISION II, PLAT #200-34
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 - TORGRASEN SUBDIVISION II, PLAT #200-36
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 - TORGRASEN SUBDIVISION II, PLAT #200-95
 - TORGRASEN SUBDIVISION II, PLAT #200-96
 - TORGRASEN SUBDIVISION II, PLAT #200-97
 - TORGRASEN SUBDIVISION II, PLAT #200-98
 - TORGRASEN SUBDIVISION II, PLAT #200-99
 - TORGRASEN SUBDIVISION II, PLAT #200-100
- EASEMENTS FOR THE WATERLINE AND ROAD MAY OR MAY NOT BE PROVIDED FOR IN THE ORIGINAL PATENT. THIS COMPANY WAS NOT PROVIDED RECORDED BOOK AND PAGE NUMBERS FOR THESE EASEMENTS. THE WATERLINE THAT CROSSES THE LOT OF WENDELL WITH WATER, THAT CROSSES THE SW CORNER OF U.S.S. 3823, HAS AN EASEMENT WITH REFERENCE NOTES AND INFORMATION, PLAT #200-9, WRANGELL RECORDING DISTRICT.
- EASEMENTS AND NOTES AS DISCLOSED ON U.S. SURVEY 3823.
- ACCORDING TO A LETTER DATED JUNE 09, 2016 FROM THE BLM STATE'S DIRECTOR THE REFERENCE TO THE FOREST SERVICE TRAIL, HAS BEEN REMOVED FROM THE MASTER TITLE PLAT AS IT WAS DETERMINED THAT NATIVE ALLOWMENT CERTIFICATE 50-66-0491 WAS NOT SUBJECT TO ANY SUCH RESERVATIONS.

WRANGELL RECORDING DISTRICT
STATE OF ALASKA
CITY AND BOROUGH OF WENDELL
NOTARY PUBLIC
DATE: 7-5-2016
FOR THE TORGRASEN SUBDIVISION
DANIEL K. KILKE
NOTARY PUBLIC
4-13-2019



CLIENT: DON GLASNER
BOX 192
HILLSDALE, NEW JERSEY 07642



WRANGELL RECORDING DISTRICT	
PROJECT:	TORGRASEN-GLASNER SUBDIVISION
CLIENT:	DON GLASNER
ADDRESS:	BOX 192, HILLSDALE, NEW JERSEY 07642
DATE:	7-5-2016
TIME:	10:25 AM
BY:	DANIEL K. KILKE
FOR:	TORGRASEN SUBDIVISION
RECORDING DISTRICT:	WRANGELL RECORDING DISTRICT

2016-2
PLAT #
WRANGELL
8-2
10:25 AM

CITY AND BOROUGH OF WRANGELL, ALASKA



1 inch = 264.749324 feet
Date: 10/11/2016

Public Map

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



CONTRACT ZONING AGREEMENT

THIS AGREEMENT is made 1st day of October, 2016, between DONALD AND GAIL GLASNER, herein as "Glasner's.", whose address is 227 Doxy Drive, Park Ridge, NJ 07656, and the CITY & BOROUGH OF WRANGELL, referred herein as "Borough" whose address is Post Office Box 531, Wrangell, Alaska 99929.

The parties to this agreement, in consideration of the mutual covenants and promises contained herein, agree as follows:

RECITALS

1. The Glasner's are the new owners of the following described real property, to-wit:

Lot C, of the Torgramsen-Glasner Subdivision, according to Plat No. 2016-2, Wrangell Recording District, First Judicial District, State of Alaska.

2. The Wrangell Borough Assembly approved a Contract Zoning Agreement to rezone the property from Single Family Residential to Light Industrial, for only the specific use as set forth below for a period 10 years and with the following condition(s):

- a. Approval of a Contract Zone for a storage unit, on 2.615 acres on Lot C, of the Torgramsen-Glasner Subdivision.
- b. Site obscuring vegetated buffer of at least 25 feet must be maintained pursuant to WMC 20.52.200 to adjacent residential properties; and
- c. Lighting at the facility should be angled downward and guarded from the sides so as to not to disturb adjacent residences; and
- d. Operating hours should be restricted to between 7 and 8 at night.

3. The requirements and procedure for a Contract Zone are set forth in Chapter 20.76.020-040 and Chapter 20.77 of the Wrangell Municipal Code.

CONVENANTS

4. The Glasner's and the Borough agree that the real property described in paragraph one (1) above, shall be rezoned for a period often (10) years from the effective date above.

The effective date of this Agreement is the later of the date showing the signatures of the Glasner's and the Borough Manager.

5. The Glasner's agree that the real property subject to this agreement shall be used only for the placement of a storage unit, in addition to those uses permitted in the ~~existing~~ Single Family Residential zone. The storage unit shall be no larger than as specified in the Petition for re-zone and the description as provided by the Glasner's, all of which are attached as Appendix A.

6. The Glasner's and the Borough agree that the real property described above will be zoned Light Industrial only so long as the property is used for the placement of a storage unit. Should the property cease to be so used for a period of more than six (6) months for a storage unit, the zoning classification of the property shall automatically revert to Single Family Residential, without any further notice from the Borough and without any further action necessary by the Borough. In such event, all structures not permitted in the Single Family Residential zone shall be removed within ninety (90) days of the zone cessation. If the Glasner's fail to remove the structure within the 90 days, the structure shall be deemed owned by the Borough and the Borough may maintain the structure or remove the structure in its sole discretion. Any personal property left in the structure shall become the property of the Borough. If the Borough removes the structure at the Borough's expense, the Glasner's shall pay the Borough the full amount of all removal costs, fees and expenses.

7. The Glasner's agree that the real property subject to this agreement shall be used only for a single storage unit, in addition to those uses permitted in the existing Single Family Residential zone. The Glasner's and the Borough agree that should the real property subject to this agreement be rezoned Light Industrial or any other zoning classification which permits use of the property for the placement of a storage unit, then the provisions of this agreement restricting the use of the property shall be null and void. It is further agreed that should any petition or application be filed by the Glasner's, with one or more adjoining property owners, to rezone the real property described above, no weight shall be given to the provisions of this agreement in considering such petition.

8. The Glasner's and the Borough s additionally agree that limitations will be and are placed upon Light Industrial use of the above described property as follows:

ADMINISTRATION AND ENFORCEMENT

9. The remedies provided for in this Agreement shall be in addition to those remedies provided for the administration and enforcement of planning and zoning laws by the State of Alaska, the Charter and Ordinances of the City & Borough of Wrangell, and the rules and regulation promulgated and adopted by the Borough.

10. This Contract Zoning agreement may be renewed for an additional ten (10) year term. The option herein created may be exercised only by notice in writing from the Glasner's, to the Borough, , received by the Borough at least ninety (90), but no more than one hundred and eighty (180) days before the expiration of the initial ten (10) year term. The second term shall be subject to the additional following conditions:

- a. A determination by the Planning and Zoning Commission and the Borough Assembly that all provisions of this agreement have been complied with by the Glasner's.

11. As an additional remedy and/or enforcement device, and not by way of limitation of any other right or remedy which may be available to the Borough, in the event that the Glasner's or any of their agents, successors or employees, violate any of the agreements, covenants or conditions of this agreement, the City shall give the Glasner's at least thirty (30) days written notice specifying the particulars of any claimed violation. If at the end of such thirty (30) day period, the Glasner's have not remedied the cause of any claimed violation, then this contract shall be automatically and immediately terminated. In the event of termination under this provision, the Glasner's will be required to fully comply with Paragraph 6 above and the Borough will be entitled to all the rights and remedies specified in Paragraph 6 above. It is specifically agreed that enforcement by termination shall be available to the Borough against the Glasner's during any period when the property has ceased to be used as required in this Agreement, or for any renewal period.

12. The Glasner's shall be required to comply with all applicable Federal, State, and Local laws, rules and regulations and this Agreement shall not be construed or interpreted as to authorize what would otherwise be precluded by any Federal, State or local law.

13. This agreement shall be binding upon all of the heirs, successors, assigns, transferees of the parties hereto, operation of law or otherwise. This Agreement shall not be assigned or transferred except in writing and approved by the Borough Assembly. The Borough Assembly will not approve a transfer to a LLC unless all the members of the LLC sign as guarantors of the performance of this Agreement.

14. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or relating to this Agreement or arising out of or relating to any performance or non-performance of this Agreement. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to full, actual reasonable attorney's fees and all reasonable costs and expenses.

15. The Glasner's acknowledge and agree that they have not been promised anything by any employee, representative, Assembly member, Commission member, or the Mayor of the Borough other than as specifically stated in this Agreement. The Glasner's acknowledge and agree that they have had the opportunity to consult with independent counsel of their choice before signing this Agreement and they are signing this Agreement freely and voluntarily. The Glasner's acknowledge and agree that they have not received any advice from the Borough attorneys.

16. This Agreement shall not be modified or changed in any manner whatsoever except upon a written amendment signed by the Glasner's and the Borough after approval by the Borough Assembly. The Glasner's acknowledge and agree that no employee, representative, Assembly Member, Commission Member or the Mayor of the Borough has any actual or apparent authority to orally modify or change this Agreement.

By: Gail Glasner
Name: Gail Glasner
10-1-16
Date:

STATE OF ~~ALASKA~~)
)ss:
First Judicial District)

On this 1 day of October, in the year 2016, before me, the undersigned notary public, personally appeared: Donald Glasner and Gail Glasner, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public for Alaska
Commission expires: April 11, 2021

