



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

**January 24, 2017
7:00 p.m.**

Location: Assembly Chambers, City Hall

- 1. CALL TO ORDER**
 - a. PLEDGE OF ALLEGIANCE led by Assembly Member Mark Mitchell
 - b. INVOCATION to be given by Don McConachie
 - c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*
- 2. ROLL CALL**
- 3. AMENDMENTS TO THE AGENDA**
- 4. CONFLICT OF INTEREST**
- 5. CONSENT AGENDA**
 - a. Items (*) 6a and 7a through 7d & 13f
- 6. APPROVAL OF MINUTES**
 - a. Minutes of the Board of Adjustment meeting held January 9, 2017; Minutes of the Regular Assembly meeting held January 10, 2017; Minutes of the Special Assembly meeting held January 13, 2017
- 7. COMMUNICATIONS**
 - *a. **Approve May 6th and October 7th, 2017 as the 2017 Tax Free Days (submitted by the Wrangell Chamber of Commerce)**
 - *b. 2017/18 Liquor License Renewal for Rayme's Bar (Dispensary and Liquor Store)
 - *c. School Board Action from the Regular meeting held January 16, 2017
 - *d. Hospital Board minutes from the Regular meeting held November 16, 2016

*13f Final Plat approval for the Torgramsen-Austin Subdivision
- 8. BOROUGH MANAGER'S REPORT**
- 9. BOROUGH CLERK'S FILE**
- 10. MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS**
 - a. Reports by Assembly Members
 - b. City Boards and Committees Appointments
- 11. PERSONS TO BE HEARD**
- 12. UNFINISHED BUSINESS**
- 13. NEW BUSINESS**

- a. **RESOLUTION No. 01-17-1359:** A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, TO ACCEPT A LOAN IN THE AMOUNT OF UP TO \$322,650 FROM THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION
- b. Discussion followed by a consensus for the Borough Manager Interview process
- c. Approval to reschedule the Regular Assembly meeting from Tuesday, February 14, 2017 to Wednesday, February 15, 2017
- d. Approval to schedule a Special Assembly meeting for Tuesday, February 14, 2017 for the purpose of conducting the final Borough Manager interviews in Executive Session
- e. Approval to dispose of City Surplus Property
- * f. Final Plat approval for the Torgramsen-Austin Subdivision
- g. **PROPOSED RESOLUTION No. 01-17-1360:** A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE SALE OF THE WRANGELL BELT FREEZER LAND AND BUILDING TO TRIDENT SEAFOODS CORPORATION FOR ECONOMIC DEVELOPMENT PURPOSES AS ALLOWED UNDER WRANGELL MUNICIPAL CODE 16.12.012

14. ATTORNEY'S FILE

15. EXECUTIVE SESSION

16. ADJOURNMENT

Agenda Items 1 - 6

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY

AGENDA ITEM

January 24, 2017

ITEM NO. 1 CALL TO ORDER:

INFORMATION: *The Mayor, by code, is required to call the meeting to order at 7:00 p.m. in the Borough Assembly Chambers. Special meetings or continued meetings may be called for at differing times but at the same location. Notice of such will be required by the Borough Clerk. The Mayor will call the meeting to order according to such special or continued meeting notice. At all meetings of the assembly, four assembly members or three members and the mayor shall constitute a quorum for the transaction of business, but a smaller number less than a quorum may adjourn a meeting to a later date.*

RECOMMENDED ACTION:

The Mayor, as presiding officer, is to call the meeting of the Borough Assembly to order, with the following actions to follow:

- a. Pledge of Allegiance to be given by Assembly Member Mark Mitchell
- b. Invocation to be given by Don McConachie
- c. CEREMONIAL MATTERS – *Community Presentations, Proclamations, Certificates of Service, Guest Introductions*

ITEM NO. 2 ROLL CALL – BOROUGH CLERK:

INFORMATION: *The Borough Clerk shall conduct a roll call of each elected and duly qualified Assembly Member. Such call shall result in an entry of those present or absent from the meeting. The roll call is primarily utilized in determining if sufficient member(s) are present to conduct a meeting. The Borough Clerk may randomly change the conduct of the roll to be fair to the members of the governing body unless the council determined an adopted procedure for roll call which is different than currently in use.*

RECOMMENDED ACTION:

Borough Clerk to conduct a roll call by voice vote. Each member to signify by saying here, present (or equal) to give evidence of attendance.

ITEM NO. 3 AMENDMENTS TO THE AGENDA:

INFORMATION: *The assembly may amend the agenda at the beginning of its meeting. The outline of the agenda shall be as from time to time prescribed and amended by resolution of the assembly. (WMC 3.04.100)*

RECOMMENDED ACTION:

The Mayor should request of the members if there are any amendments to the posted agenda. ***THE MAYOR MAY RULE ON ANY REQUEST OR THE ASSEMBLY MEMBERS MAY VOTE ON EACH AMENDMENT.***

ITEM NO. 4 CONFLICT OF INTEREST:

INFORMATION: *The purpose of this agenda item is to set reasonable standards of conduct for elected and appointed public officials and for city employees, so that the public may be assured that its trust in such persons is well placed and that the officials and employees themselves are aware of the high standards of conduct demanded of persons in like office and position.*

An elected city official may not participate in any official action in which he/she or a member of his/her household has a substantial financial interest.

ITEM NO. 5 CONSENT AGENDA:

INFORMATION: *Items listed on the Consent Agenda or marked with an asterisk (*) are considered part of the Consent Agenda and will be passed in one motion unless the item has been removed by an Assembly Member or the Mayor and placed on the regular agenda under Unfinished Business.*

RECOMMENDED ACTION:

Move to approve those Agenda items listed under the Consent Agenda and those marked with an asterisk (*) Item:

****6a & 7a through 7d, & 13f***

ITEM NO. 6 APPROVAL OF MINUTES:

INFORMATION:

6a Minutes of the Board of Adjustment meeting held January 9, 2017; Minutes of the Regular Assembly meeting held January 10, 2017; Minutes of the Special Assembly meeting held January 13, 2017

**Minutes of Board of Adjustment Meeting
Held January 9, 2017**

Mayor David Jack called the Board of Adjustment meeting to order at 6:00 p.m., January 9, 2017, in the Borough Assembly Chambers. Assembly Members Rooney, Gilbert, Prysunka, and Powell were present. Assembly Members Decker and Mitchell were absent. Borough Manager Jeff Jabusch and Borough Clerk Kim Lane were also in attendance.

CONFLICT OF INTEREST

Assembly Member Prysunka stated that he had a potential conflict of interest because he had prior discussions with Mr. Guggenbickler prior to the meeting; doesn't feel as though it will prohibit him in the decision that he will make though; wanted to get it out there.

Assembly Member Powell stated that he had a potential conflict of interest because he is a neighbor to both parties; had received all of the notices with regards to the property as well.

Mayor Jack stated that he didn't believe that either of them had a conflict. There were no objections from the Assembly.

ITEM OF BUSINESS

3a Setback Variance to allow a 4-foot Setback on the Side and 7 foot Setback in the Back (shoreline property boundary) on Lot 1-B2, GIHP Resubdivision, appeal received from Chris Guggenbickler, property owned by Charles and Pam Haubrich

Mayor Jack clarified for the Board that they were there to consider if the decision by Planning & Zoning to approve a variance for a backyard setback of 7' and a side yard setback of 4' from the property lines where he is currently encroaching should be upheld. Jack also stated that Mr. Guggenbickler's appeal is asking that the above action by Planning & Zoning be modified so that the enforcement be that both sides have a 5' setback and the front have a setback of 20'.

Jack stated that the Conditional Use Permit and the Building Permits cannot be considered at this meeting.

DISCUSSION AND DECISION OF THE BOARD OF ADJUSTMENT

Carol Rushmore, Economic Director stated that in 2006, there was a survey done on this property; the structure in question is shown to be 5' from on the property line; not sure is

that would be 5' from the building or the overhanging eve; historically, it would have been a measurement from the eve; provided a brief summary of what has transpired to date.

Prysunka – The question is the eve, not the building?

Rushmore – The survey could have been from eve or building, don't know.

Gilbert – Do property owners agree with the property markers that are in place?

Rushmore – The corner markers have been found.

Powell – It's a hard decision to make if we don't know if the measurement is from the eve or from the building.

Rushmore – Perhaps, but it's up to the Board of Adjustment to decide what is appropriate for this building; decision was based off of the assumption that the building is 5' from the property line and the eaves are 4' from the property line; Planning & Zoning made their decision based on where the original structure was.

Rooney – Could this Board require that an as built be done to determine the distance?

Rushmore – Yes you could.

Powell – We could, but it's very expensive; about \$5,000 or \$6,000.

Prysunka – What about the front setback; front was okay but now the deck encroaches on the 20' required setback?

Rushmore – Before the deck was added, the structure did meet the 20' setback; deck that was added on now encroached into that 20' setback area; basing the decision from the measurement from the landowner.

Mayor Jack asked the two property owners to give a statement.

Chris Guggenbickler, 236 Berger St., stated that the boathouse was original a small building; when he purchased his property, he purchased an additional 19' that went towards the boathouse; issue came when it was expanded and went from a single family residential use to a rental business; privacy issue.

Mayor Jack stated that the board could not consider that issue.

Guggenbickler – There has been a history that it's better to ask for forgiveness than ask for permission; shown that Mr. Haubrich knew where the property lines were; would be wrong to reward him because it changed the attitude of the front of my property.

Prysunka – Were you a party to when the building permit went through?

Guggenbickler – No, I didn't know what was happening, I went to Hawaii and when I came back, they were putting the roof on the building.

Jack – We cannot discuss the building permit.

Guggenbickler – It's all part of the timeline though.

Prysunka – It's completely germane to the conversation because we are talking about setbacks and those were listed in the building permit.

Clerk Lane – If there was a complaint on the building permit or on the Conditional Use Permit, there is a separate venue for that; this appeal is only on the decision that was made by Planning & Zoning at their meeting held on December 8th to approve the variance; according to our code and what our attorney said, those two items cannot be a part of this hearing.

Prysunka – I stand corrected.

Gilbert – Do you agree that where the property markers are, are correct?

Guggenbickler – I had paid Mr. Scheff to put those markers in; I believe that it's within a couple of inches; the corner of the building's eve overhangs onto my property by about 5"; pathway and a few of the lights to the structure also is partially on my property;

Powell – What are the rules to building on a setback?

Rushmore – There is not supposed to be construction on the setbacks unless a variance is obtained beforehand; certain fences less than 6' are often allowed on the property line; if running utilities, should be on their own property and not on an adjacent neighbor's property.

Charles Haubrich, 238 Berger St., admit that there was encroachment on the Guggenbickler side; intention is to remove the eve so that it would be the way it had been

originally; when measuring from the wall to where Mr. Guggenbickler's line is, I am measuring 5'4"; when Johnson's Construction took the eve down, they said that it was 18"; what I am asking for is the 7' easement on the porch side because it's the corner that's encroaching; majority of the porch should meet the setback; I thought that if I put the eve where it had been originally, it would satisfy Mr. Guggenbickler; the landscaping lights are frozen in the ground; they will be removed as soon as the ground thaws out enough; I don't believe that when the survey had been done, they didn't take into account where the eve was since when I am measuring, it's 5'4" from the structure to the property line; on the other side, the neighbor's wrap around porch is right on the property line.

There was discussion on if this structure was a remodel or new construction.

Harley Johnson, Johnson's Construction (General Contractor to Mr. Haubrich), stated that the existing structure had been taken down to the sub-floor; the plywood, decking and piling were in place; Haubrich's decision was to take it down to the sub-floor.

Gilbert – So the footprint is the same?

Johnson – Yes, except for the overhang.

Gilbert – What would it entail to remove the corner of the structure?

Johnson - There is a bit of modifications but it's doable.

Haubrich – We are willing to do that.

Pam Haubrich, 238 Berger St., also stated that the building itself is in its original spot; original floor and pilings; took down the walls that were leaning and the roof that was collapsing; we replaced the walls, the roof and added a porch with a wrap-around cover so that when you walked up on the porch you would be protected; back corner is angled and based on the line that Mr. Guggenbickler has run, it is over the property line by about 5"; everything else is clear away from the property line; our proposal would be to cut off the back corner so that we would be back within the 5' setback; question still remains if the original measurement was from the building or the eve; if it's from the building then the eve was already over the setback requirement.

John Taylor, regardless of where the old building is or where it was, the setback is 5' from the overhang.

Clerk Lane – Clarified that the Board could accept, deny or modify the appeal.

Prysunka – His concern was that the unit is so tight on the property line; went from boathouse to a different use now.

Prysunka – Worried that this was done and what's to stop the next person from doing this; building something and then asking for a variance; we lose the process; should set a precedent that the variance should be asked for first.

Johnson – Remember that the Haubrich's took an existing structure to make it better; was there long before Mr. Guggenbickler had purchased his property and had the property line moved closer to the structure.

Guggenbickler – The issue is not where the building was or is; it's that the building is bigger than it was; it's 6' taller now and is bigger; taking it back 4' will not be taking it back to where it was because it's bigger.

Rooney – Why is there a 20' setback there?

Rushmore – It's been that way in the single family residential areas since the 70's or 80's; there is no DNR requirement.

Haubrich – Was told by Johnson's Construction that they had researched the city's code; thought it would be done right; willing to cut it off to make it right.

Haubrich – He had been accused of swaying the Planning & Zoning Commission's decision; stated that he had recused himself whenever this issue came up; additionally, he had seen where variances within 2' were approved.

Lane – stated for the Board that under the WMC, section D of 20.80.010, Procedure for the Board of Adjustment that if the Board is going to grant the appeal, they must state and explain why you are going to grant the appeal.

Guggenbickler replied to Prysunka - He was okay with Mr. Haubrich's proposal for the side; will need some sort of an overhang to shed the water so it's doesn't run down the side of the building.

Recessed at 7:12 p.m.

Reconvened at 7:15 p.m.

M/S: Gilbert/Rooney, to grant the appeal but to allow a 4' setback on the side and a backyard setback of 10', due to an error in the application of the pertinent law.

There was extensive discussion by the Assembly to determine if the setback on in the back would be bigger than the 7' setback, how much of the porch would be cut off.

Johnson – The front porch is on the water side, not the other parties' property line; I don't see what it's hurting by allowing it to stay as is; most of Zimovia's waterfront property is impacted.

Powell - If we stick with a 10' variance in the back, they will have to cut 3' off of the porch.

Lane clarified for Prysunka – Mr. Guggenbickler's appeal was asking for a 5' setback on the side and a 20' setback in the front.

Haubrich – the way that the porch is built, if we have to cut some of it off, we would most likely have to start over.

Powell – This is tough because at what point do we say no more.

Prysunka – If we say okay to this, does it set a precedence; but Planning & Zoning allows variances all of the time.

Rooney – Someone is now objecting and we need to take that into account; I am inclined to award the appeal.

Rushmore replied to Jack - The Haubrich's had applied for the variance after the structure was build; Jack stated that he had a problem with people building and then coming to ask for a variance.

Powell stated that if it's supposed to be 5', we should change it to be 5' so that it's in line with our code.

M/S: Powell/Prysunka, to modify the motion to remove 4' and add 5' for the side yard variance.

Powell – At what point do we say no? We need to decide if we are going to continue with what has been done in the past or if we are going to start by saying no. Do we approve the appeal and have it comply with our code or do we allow the variance?

Rooney stated that the property owner should have followed the code; we should be considering the backyard setback since that was not done.

Powell - If we grant the appeal as it stands, the Haubrich's will have to cut the porch off completely?

Prysunka – The Haubrich's would have to figure that out.

Powell – If the numbers that everyone is throwing around, the original boathouse was already in the setback; Mr. Guggenbickler appears to be saying that he is willing to allow a 4' porch so that they would lose the whole thing.

Rooney – Agreed that a 4' porch would be acceptable.

Powell – We have one property owner saying “I don't want this”; we have another property owner saying “I made a mistake” and are asking for a variance.

Rooney – The only reason why I would be willing to allow the 4' variance is because it was an acquiescence of the appellant.

Prysunka – Mr. Guggenbickler seemed to be extending an olive branch by saying that he would be okay with the 4' on the side if he cut off the portion that was over the property line.

For clarification, Lane read the motion and amendment for the Board.

Guggenbickler – Felt that it would be reasonable to allow for a 4' deck in the front corner.

Rushmore – Clarified that Mr. Guggenbickler was saying a 4' deck; the deck is 10' with a 7' easement; if the deck is cut back to 4', the easement would need to be 13'.

Powell – Mr. Guggenbickler is saying that he would be in favor of allowing a 4' deck; if we grant the appeal as it was presented by Mr. Guggenbickler, that's more stringent than what he is saying he will agree to now.

Jack – I think that we need to set the setback and not base that on the deck.

Lane – Clarified for the Board that if they want to amend the portion for the backyard setback, they would need to take action on the side yard setback first and then make an amendment on the backyard setback.

The Amendment to the main motion failed by polled vote by 0/5.

Rooney – A 13' setback is worse for the Haubrich's.

Powell – Correct, if we grant the 13' setback, based on what is believed to be the property lines, they will have to cut off 6'; if we grant the 10' setback, they will have to cut off 3'.

Gilbert – That is not set in stone though; they would have to have a survey done to determine the exact property line.

Prysunka – Clarified that there is no amendment on the floor for the backyard setback; it's at 10' right now?

Powell – Asked if the Board granted the appeal as proposed by Mr. Guggenbickler, would the two property owners be able to revisit this and take it back to Planning & Zoning?

Lane replied to Powell – If the Board granted Mr. Guggenbickler's appeal in its entirety, which would be the final step for the city; next step would be judicial.

Rushmore – The two parties can bring something back to Planning & Zoning if they worked something out amongst each other.

Gilbert – We are sort of at a compromise state; I don't think that we are going to make both parties happy.

Lane read the motion on the floor:

M/S: Gilbert/Rooney, to grant the appeal but to allow a 4' setback on the side and a backyard setback of 10', due to an error in the application of the pertinent law.

Prysunka – If we pass a motion that follows our code and what is allowed and the two parties can get together and reach a compromise, great; by trying to "fix" it and make it nice for everyone, we are complicating it.

Gilbert – There was a compromise for the side yard setback; would it be appropriate to ask the parties if they could reach a compromise on the backyard setback?

Haubrich – I would like there to be a compromise; would like to be able to enjoy the view on the deck; cutting it down to 4', it would not really be usable.

Guggenbickler – Having a 4' deck on his side would allow for a little sitting area on the Southside.

Powell - He had walked on the property today, wondered if the walkway could be moved so that it wasn't encroaching on the property line, would that be acceptable? Powell stated that if Haubrich moved the walkway from where it was, Guggenbickler might make a compromise on the deck.

Jack asked to take a 15 minute recess so that the two parties could converse and try to come to a mutual compromise.

Guggenbickler – If things had happened the way they should have, we wouldn't all be sitting here.

Recessed at 7:55 p.m.

Reconvened at 8:06 p.m.

Guggenbickler – The 4' setback on the side and the 7' setback on the back; would not have the path on the property line.

Haubrich – We can change the entry way; we can get rid of the steps on his side, we would put a railing up; no more foot traffic on the property line, and remove the overhang on his side.

Lane clarified that the Board can uphold Planning & Zoning's decision but add conditions to that.

Main motion failed 0/5 by polled vote.

M/S: Rooney/Powell: to uphold Planning & Zoning's ruling to allow for a 4' variance setback on the side and a 7' variance setback in the front porch area with the following conditions:

- 1. Move the walkway from the Guggenbickler property side so that there is no more foot traffic on that side of the structure and that the walkway go through the middle of the Haubrich's property; and***
- 2. Remove the steps that are on the Guggenbickler property side and add a railing so that there is no longer an entryway on the Guggenbickler side; and***
- 3. Remove the overhang that is in violation to bring it to a 1' eve.***

M/S: Gilbert/Prysunka, to amend the motion to add that the reason for the motion was because both parties agreed to the conditions in the motion. Amendment to the main motion was approved unanimously by polled vote.

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

Board of Adjustment meeting adjourned at 8:12 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

Minutes of Regular Assembly Meeting Held on January 10, 2017

Mayor David L. Jack called the Regular Assembly meeting to order at 7:00 p.m., January 10, 2017, in the Borough Assembly Chambers. Assembly Members Prysunka, Mitchell, Gilbert, Powell, and Rooney were present. Assembly Member Decker was absent. Borough Manager Jeff Jabusch and Borough Clerk Kim Lane were also in attendance.

The Pledge of Allegiance was led by Assembly Member Becky Rooney.

The Invocation was given by Nancy with the Lutheran Church.

District 36 Representative Dan Ortiz, provided a community update as well as a summary of where our State is financially.

AMENDMENTS TO THE AGENDA

Manager Jabusch requested that Item 13e (Approval to proceed with the Sale of filled City Tidelands, as requested by Ruth Stough, Stough Family Trust, be moved to the next assembly meeting's agenda. There were no objections from the Assembly.

CONFLICT OF INTEREST

Assembly Member Gilbert stated that she had a perceived Conflict of Interest to Item 13a (Approval of the request from the Wrangell Medical Center for the City to pay half the cost of the Financial Feasibility Analysis for a determination of repayment for a new Hospital) because she is the President on the Wrangell Medical Center Foundation. She stated that part of that foundation is generating funding to build a new hospital. Mayor Jack stated that because she did not stand to benefit personally, he did not see that she had a conflict. There were no objections from the Assembly.

CONSENT AGENDA

M/S: Gilbert/Powell, to approve Consent Agenda Items marked with an (*) asterisk; Items 6a and 7a through 7e. Motion approved unanimously by polled vote.

APPROVAL OF MINUTES

The Minutes of the Special Assembly meeting held December 8, 2016 and the Minutes of the Public Hearing and Regular Assembly meeting held December 13, 2016, were approved as presented.

COMMUNICATIONS

- *a. 2017/18 Liquor License Renewal Application for BPO Elks Lodge #1595 (Club)
- *b. 2017/18 Liquor License Renewal Application for the Hungry Beaver-Marine Bar (Beverage Dispensary)
- *c. School Board Minutes from the Regular meetings held October 17, 2016 and November 21, 2016
- *d. 2017/18 Liquor License Renewal Application for Hungry Beaver, Inc (Package Store)
- *e. Wrangell Medical Center Minutes from the Regular meeting held November 16, 2016

BOROUGH MANAGER'S REPORT

Manager Jabusch's report was provided.

Borough Attorney, Bob Blasco provided a summary report on the ongoing Union Negotiations.

BOROUGH CLERK'S FILE

Clerk Lane's report was provided.

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS

10a Reports by Assembly Members

Assembly Member Prysunka reported on the November and December SEAPA meetings:

- November – final Swan Lake Reservoir raise (some contract issues)
- Finalized negotiations with the CEO (2 year contract)
- Diesel being used in other communities; not yet here in Wrangell
- Received a rebate (little over \$200,000.)

10b City Boards and Committees Appointments

As there were no letters of interest received for the remaining vacant seats, the Mayor directed the Clerk to continue advertising.

10c Appointment of an additional School Board Member to the ANSEP Special Committee

Mayor Jack appointed Georgianna Buhler to the Special ANSEP Committee. There were no objections from the Assembly.

PERSONS TO BE HEARD

Bill Goodale, owner of the Stikine Inn, 4106 Founder Lane, Ketchikan, reported that he is moving forward with the future proposal of the acquisition of the City Tidelands that are adjacent to the Stikine Inn; will be adding additional rooms; reported on the jobs that will be added with the construction of the addition; should have a formal proposal by the next assembly meeting.

Linda Churchill, Box 2147, stated that she was working on a petition to ban canned air (duster) to be sold to those under 21; can purchase it over the counter; put behind glass about 2 years ago; can be sold to anyone; can be purchased at our local stores.

UNFINISHED BUSINESS – None

NEW BUSINESS

13a Approval of the request from the Wrangell Medical Center for the City to pay half the cost of the Financial Feasibility Analysis for a determination of repayment for a new Hospital

M/S: Mitchell/Prysunka, to approve 50% of the funding or \$23,500.00 for a Financial Feasibility Analysis to determine if the hospital could repay a loan to build a new hospital with funding of the \$23,500 to come from the general fund reserve. Motion approved unanimously by polled vote.

13b Approval of a Change Order to CRW Engineers for the Water Plant Pilot Study Project

M/S: Mitchell/Prysunka, to approve a contract amendment to CRW Engineering Group for costs associated with additional pilot testing for the Water Plant Pilot Study project in a lump sum amount of \$8,805.92. Project costs will be paid from Water Fund Revenues. Motion approved unanimously by polled vote.

13c Approval of a Change Order to Rock-N-Road for the Wood Street Improvements Project

M/S: Gilbert/Powell, to authorize the Borough Manager to issue Change Order #3, in the amount of \$32,150 to Rock-N-Road Construction for final adjusted quantities to the Wood Street Improvements project with costs scheduled to be paid from the project contingency funding source identified as the Sales Tax Street Fund.

In response to Assembly Member Prysunka, ***Amber Al-Haddad, Public Works Director*** provided an explanation to why the change order was being brought forward.

Manager Jabusch stated that the Hospital Construction Fund Grant that expires June 30, 2017 had roughly 1.1 million left in it; would be using some of those grant funds towards the architect costs for the USDA required preliminary design of the hospital; we are allowed to use some of those funds to pay for this change order; we could request an extension on the grant; if the assembly wanted to amend the motion to have the funding come from the Hospital Grant, they could do that; if later down the line, the Assembly needed the funding, the funding could be taken out of the Sales Tax Street Fund, as stated in the original motion.

M/S: Prysunka/Gilbert, to amend the motion to have the total \$52,350 increase be applied to the Hospital Construction Fund Grant with the idea being that if those funds are needed for the Hospital project in the future, the City will repay the amount for the Hospital project.

Amendment to the main motion was approved unanimously by polled vote.

Main Motion, as amended, was approved unanimously by polled vote.

13d Approval to proceed with the Sale of City Tidelands, as requested by Brett Woodbury

M/S: Gilbert/Mitchell, to proceed with the Sale of unsubdivided City Tidelands, adjacent to Lot 5, Block 24A, Wrangell Townsite, Inner Harbor Area, zoned Waterfront Development, as requested by Brett Woodbury, to direct the Borough Clerk to order an Appraisal once the Survey has been received and the applicable fees have been paid by the applicant and to waive the public auction and bid provisions as stated in 16.12.040 B & C, which is allowed under WMC 16.12.075.

Mayor Jack confirmed for the Assembly and the Public that this property is in the inner harbor, attached to Mr. Woodbury's property.

Motion approved unanimously by polled vote.

13e Approval to proceed with the Sale of filled City Tidelands, as requested by Ruth Stough, Stough Family Trust **(Removed from the Agenda under Amendments to the Agenda)**

ATTORNEY'S FILE – None

EXECUTIVE SESSION – None

Regular Assembly Meeting adjourned at 8:32 p.m.

David L. Jack, Mayor

ATTEST: _____
Kim Lane, MMC, Borough Clerk

**Minutes of Special Assembly Meeting
Held January 13, 2017**

Mayor David Jack called the Special Assembly meeting to order at 9:56 a.m., January 13, 2017, in the Borough Assembly Chambers. Assembly Members Rooney, Prysunka, Mitchell and Powell were present. Assembly Member Decker arrived at 10:06 a.m. Assembly Member Gilbert was absent. Borough Manager Jeff Jabusch and Borough Clerk Kim Lane were also in attendance.

CONFLICT OF INTEREST – None

PERSONS TO BE HEARD – None

ITEM OF BUSINESS

5a Executive Session – For the purpose of conducting interviews for the remaining applicants for the Borough Manager’s position.

Rooney/Prysunka, to move, pursuant to 44.62.320 (c) (2), that we recess into executive session and invite the Borough Manager and the Borough Clerk into the session, to discuss matters that may tend to prejudice the reputation and character of any person, specifically: conducting interviews for the remaining applicants for the Borough Manager’s position. Motion approved unanimously by polled vote.

Special meeting recessed in to Executive Session at 9:57 a.m.

Special meeting reconvened into Special Session at 2:50 p.m.

Mayor Jack stated that the Borough Clerk will work on getting the four chosen candidates up to Wrangell for face-to-face interviews.

Special meeting adjourned at 2:52 p.m.

David L. Jack, Mayor

ATTEST: _____

Kim Lane, Borough Clerk

Agenda Item 7

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

COMMUNICATIONS:

INFORMATION: The Assembly may receive items for Communications, reasons only which do not require separate action. This is an avenue to keep the Assembly informed, for the public to enter items on the record, if necessary. The Assembly also receives agenda communications directly by their constituents, Borough Manager, other agencies' Officers and Department Directors.

A MAIL BOX IS ALSO AVAILABLE IN THE BOROUGH CLERK'S OFFICE FOR EACH MEMBER OF THE ASSEMBLY AND SHOULD BE CHECKED ON A ROUTINE SCHEDULE.

All items appearing under Communications on the Agenda have been approved under the Consent Agenda unless removed by an Assembly Member or the Mayor and placed on the regular agenda under Unfinished Business.

- *a. **Approve May 6th and October 7th, 2017 as the 2017 Tax Free Days (submitted by the Wrangell Chamber of Commerce)**
- *b. 2017/18 Liquor License Renewal for Rayme's Bar (Dispensary and Liquor Store)
- *c. School Board Action from the Regular meeting held January 16, 2017
- *d. Hospital Board minutes from the Regular meeting held November 16, 2016

- *13f Final Plat approval for the Torgramsen-Austin Subdivision



Wrangell Chamber of Commerce
P. O. Box 49
Wrangell, AK 99929
(907) 874-3901
www.wrangellchamber.org

January 12, 2017

City & Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929

Dear Assembly Members,

Re: 2017 Tax Free Days

The Wrangell Chamber of Commerce would respectfully request that the tax free days for 2017 be set for Saturday, **May 6th** and Saturday, **October 7th**.

Thank you for your consideration, and please feel free to contact the Chamber office with any questions.

Sincerely,

Wrangell Chamber of Commerce
cyni@wrangellchamber.org



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

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

January 13, 2017

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

Re: Notice of 2017/2018 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 blue ink, appearing to read "Jedediah Smith".

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



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

Alaska Alcoholic Beverage Control Board

Form AB-17: 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, 2016. 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 needs to 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.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

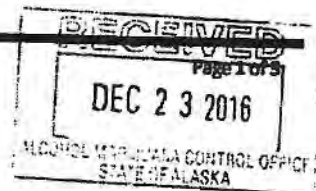
Licensee:	Rayme's Bar, Inc.	License #:	179
License Type:	Beverage Dispensary	Statute:	AS 04.11.090
Doing Business As:	Rayme's Bar		
Premises Address:	532 Front Street		
Local Governing Body:	City & Borough of Wrangell		
Community Council:	None		

Mailing Address:	PO Box 1201		
City:	Wrangell	State:	AK
		ZIP:	99929

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	Rayme's Bar, Inc. Samuel R. Privett III		
Contact Phone:	907-874-3442	Business Phone:	907-874-3442
Contact Email:	NA		

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





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application**Section 2 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.

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

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

This individual is an: ☐ applicant ☐ affiliate

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

This individual is an: ☐ applicant ☐ affiliate

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

Section 3 – Entity Ownership Information

This 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 (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	105338
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Alaska Division of Corporations:

Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

This subsection must be completed by any **entity**, including a corporation, limited liability company (LLC), 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**.

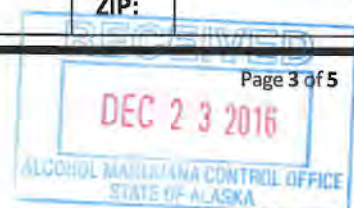
Entity Official:	Samuel R Privett III				
Title(s):	Director, Shareholder President, Secretary, Treasurer	Phone:	907-874-3442	% Owned:	100
Address:	PO Box 1201				
City:	Wrangell	State:	AK	ZIP:	99929

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

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

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

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





Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

Section 4 – Authorization

Communication with AMCO staff:

Yes No

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

☐ ☒

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

Section 5 – License Operation

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

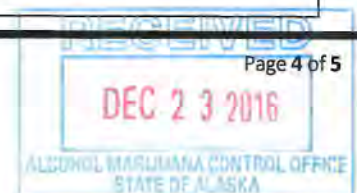
Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person 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 2015 or 2016?

☐ ☒

If "Yes", list all convictions:





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

Alaska Alcoholic Beverage Control Board

Form AB-17: Renewal License Application

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 if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.

SRP/TH

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/TH

I certify 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/TH

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 or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

SRP/TH

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

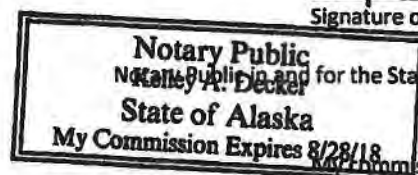
SRP/TH

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 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
Signature of licensee

Samuel R. Privett III
Printed name of licensee

Kelley A. Decker
Signature of Notary Public



Notary Public
Notary Public for the State of ALASKA
State of Alaska
My Commission Expires 8/28/18

Subscribed and sworn to before me this 4th day of January, 20 17.

License Fee:	\$ 2500.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 2700.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					





THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

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

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

January 13, 2017

City & Borough of Wrangell

Attn: Kim Lane, MMC

VIA Email: clerk@wrangell.com

Re: Notice of 2017/2018 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 blue ink, appearing to read "Jedediah Smith".

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17b: Package Store

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

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 license that will expire on December 31, 2016. 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 needs to 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.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed.

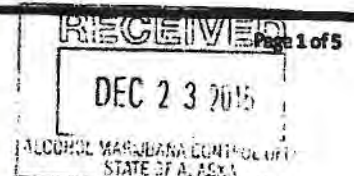
Licensee:	Rayme's Bar, Inc.	License #:	180
License Type:	Package Store	Statute:	AS 04.11.150
Doing Business As:	Rayme's Liquor Store		
Premises Address:	532 Front Street		
Local Governing Body:	City & Borough of Wrangell		
Community Council:	None		

Mailing Address:	PO Box 1201		
City:	Wrangell	State:	AK
		ZIP:	99929

Enter information for the licensee who will be designated as the primary point of contact regarding this application and the license.

Designated Licensee:	Rayme's Bar, Inc. Samuel R Privett III		
Contact Phone:	907-874-3442	Business Phone:	907-874-3442
Contact Email:	NA		

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





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17b: Package Store

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

Section 2 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 3.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

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

This individual is an: ☐ applicant ☐ affiliate

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

Section 3 – Entity Ownership Information

This 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 (DOC). Partnerships may skip to Page 3. Sole proprietors should skip to Section 4.

Alaska DOC Entity #:	105338
----------------------	--------

Alaska Division of Corporations:

Yes No

Is your entity in good standing with the Alaska Division of Corporations?

☒ ☐





Alaska Alcoholic Beverage Control Board Renewal License Application Form AB-17b: Package Store

This subsection must be completed by any **entity**, including a corporation, limited liability company (LLC), 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**.

Entity Official:	Samuel R. Privett III				
Title(s):	Director, President, Secretary, Treasurer, Shareholder	Phone:	907-874-3442	% Owned:	100
Address:	PO Box 1201				
City:	Wrangell	State:	AK	ZIP:	99929

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

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

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

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





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17b: Package Store

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

Section 4 – Authorization

Communication with AMCO staff:

Yes No

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

☐ ☒

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

Section 5 – License Operation

Written Orders:

Yes No

Did you sell alcoholic beverages in response to a written order in calendar years 2015 or 2016?

☐ ☒

Check the box that best describes your liquor license operations in calendar years 2015 and 2016:

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.
If this box is checked, an AMCO employee will contact you after reviewing your application.

☐

Section 6 – Convictions

Applicant convictions in calendar years 2015 and 2016:

Yes No

Has any person 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 2015 or 2016?

☐ ☒

If "Yes", list all convictions:





Alaska Alcoholic Beverage Control Board
Renewal License Application
Form AB-17b: Package Store

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

Section 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 if the licensee is an organized entity, that all current entity officials and stakeholders are listed with the Alaska Division of Corporations.

SRP/AT

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/AT

I certify 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/AT

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 or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

SRP/AT

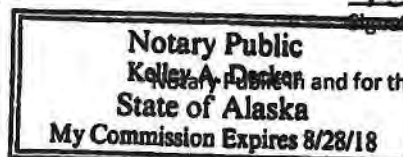
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Alcoholic Beverage Control Board.

SRP/AT

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 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. Rivett III
Signature of licensee

Samuel R. Rivett III
Printed name of licensee



Kelley A. Decker
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 8/28/18

Subscribed and sworn to before me this 4th day of January, 2017.

License Fee:	\$ 1500.00	Filing Fee:	\$ 200.00	TOTAL:	\$ 1700.00
Late Fee of \$500.00 – if received or postmarked after 01/03/2017:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					



BOARD ACTION**WRANGELL PUBLIC SCHOOL BOARD
REGULAR MEETING
JANUARY 16, 2017****FOR DETAILS, CONTACT:**

PATRICK MAYER.

SUPERINTENDENT

DIRECT PHONE: 907-874-2347

- Approved the Agenda as presented
- Accepted the Minutes of the December 14, 2016 Regular School Board Meeting
- Accepted the Donation of \$1,000.00 from Alaska Dream Cruises
- Accepted the Donation of \$5,901.50 from the Wrangell Academy for the Performing Arts
- Approved the Application and Accepted the Award of the FY'17 Alaska Migrant Education Data Quality Grant in the amount of \$1,384.00
- Offered Mrs. Stephanie Cartwright a pro-rated extracurricular contract as Middle School Yearbook Advisor
- Offered Mr. Lorne Cook a pro-rated extracurricular contract as Middle School Assistant Wrestling Coach
- Offered Mr. William Schwan a pro-rated extracurricular contract as Junior Class Advisor
- Approved the Hire of Wilma Leslie, Paraprofessional
- Accepted the FY'2016 Audit Report as presented
- Accepted the FY'2018 Budget Draft I as presented
- Reviewed Board Policy #3100, Budget
- Accepted the First Reading of Board Policy:
 - #5141.3, Health Examinations
 - #5141.52, Suicide Prevention
 - #6020, Parent Involvement
- Reviewed Board Policy #7320, Meetings of the Board
- Recessed into Executive Session
- Reconvened into Regular Session with no further action taken
- Adjourned



**WRANGELL MEDICAL CENTER
BOARD OF DIRECTORS MEETING MINUTES
November 16, 2016 - 5:30 p.m.
Location: Nolan Center**

CALL TO ORDER: Meeting was called to order at 5:30 by Vice President Bernie Massin

ROLL CALL:

Present: Bernie Massin, Marlene Messmer, Olinda White, Patrick Mayer and Maxi Wiederspohn
 Attending via teleconference: Terri Henson,
 Absent: (open seat)
 Quorum established
 Assembly representative Becky Rooney was not present

AMENDMENTS TO THE AGENDA: None

CONFLICT OF INTEREST: None

CONSENT ITEMS:

Motion made by Maxi Wiederspohn to approve consent item 5.a minutes of the regular meeting held October 19, 2016 and special meeting October 25, 2016, and item 5.b Statistics for October 2016, Patrick Mayer seconded, passed unanimously.

PERSONS TO BE HEARD: None

CORRESPONDENCE: None

REPORTS AND COMMUNICATIONS FROM WMC STAFF:

- a. **Quality Report:** In addition to written report, Cathy Gross, RHIT, added that, our reporting is now included in a larger 'pool' of reporting hospitals from Alaska and Washington in order to get more meaningful numbers.
- b. **Compliance Report:** none this month, the quarterly report will be given at the 12/21 meeting, but an invitation to board members to attend the November 22nd Safety Meeting.
- c. **CFO Report:** In addition to the written report, Doran Hammett, CFO, added:
 - The line of credit from the city has been paid down over the last few months, and after this month's payment of \$10,000 there is just \$90,000 remaining to pay off.
 - The board asked about:
 - How is our collecting on the receivables going? A: we're happy with the TruBridge end of it, and with our recent new hires in Medical Records, and the work that the whole department is doing, work is progressing on whittling down the in house time from 18 days to 8 or 9.
 - Are there many older bills still unpaid? A: we've had some significant write-offs in the past, but have taken up much of that slack so there isn't that backlog.
- d. **CEO Report:** In addition to the written report, Robert Rang, CEO, added:
 - Three graduates of the CNA class have been hired and are now on staff.
 - The consultants from TruBridge will return at the end of the month to continue work with Cathy Gross and the Medical Records/HIM department to gather 'low hanging fruit' (which includes things like reworking processes and job descriptions to smooth out the flow and procedures).

OUR MISSION: To Enhance The Quality of Life For All We Serve!

BOARD OF DIRECTORS MEETING
November 16, 2016 - 5:30 p.m.

REPORTS AND COMMUNICATIONS FROM WMC STAFF: (continued)

CEO Report (continued)

- Charge Master Review: one of the goals is to have the charge master separated by department and the inventory 'housed' elsewhere. Training on these processes will continue and will include department heads (to take place before the contract expires at the end of the year).
- One of the benefits to WMC from the recent SEARHC/AICS merger is that our recent contract with SEARHC to provide Biomed services (upkeep and repair of biomedical equipment) now no longer includes the cost of travel and lodging because they are already making the trip down to provide services at the AICS facilities.
- After the first of the year there will be just one permanent nursing position left to fill (down from 8 just over a year ago)

MEDICAL STAFF REPORT: None this month (but it was reported the Dr. Levine's paperwork has finally been seen at the state level and her Alaskan license issued so she is due to begin work on December 5th)

ACTION ITEMS: None this month

DISCUSSION ITEMS:

- a. Hospital project update: Reminder of the workshop with the Borough Assembly on Tuesday, November 29th at 6 pm at City Hall. The purpose is to acquaint new board members and assembly members with past work, current needs and future plans for the new hospital project.

BOARD COMMENTS:

Patrick Mayer: I like the enthusiasm from the staff about the changes in the financial process and working on a smoother flow!

EXECUTIVE SESSION:

Motion made by Olinda White to recess into executive session to discuss matters, the immediate knowledge of which could prejudice the reputation and character of a person, specifically the annual review of the CEO. Motion seconded by Maxi Wiederspohn. Motion passed unanimously.

Meeting recessed into executive session at 6:05 p.m.

Meeting reconvened into regular session at 7:01 p.m.

ADJOURN: With no further business, the regular meeting adjourned at 7:03 p.m.

Marlene Messmer

Kris Reed,
Date Certified:

OUR MISSION: To Enhance The Quality of Life For All We Serve!

The Manager's Report
for this meeting will be
distributed on or before
the Assembly Meeting.

Agenda Item 9

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM

CLERK'S REPORT January 24, 2017

Mark Your Calendar:

- 2/1 Parks & Recreation Mtg. to be held at 7pm in the Assembly Chambers
- 2/2 Port Commission Mtg. to be held at 7pm in the Assembly Chambers
- 2/14 Regular Assembly Mtg. to be held at 7pm in the Assembly Chambers
- 2/15 Hospital Board Mtg. to be held at 5:30pm at the Nolan Center
- 2/20 President's Day - City Hall Closed

- 4/13 SEAPA Board Mtg. to be held in Ketchikan, with times TBD

AML Winter Legislative Conference / Alaska Conference of Mayors will be held from February 21st through the 23rd in Juneau.

Mayor Jack will be attending.

Southeast Conference 2016 Mid-Session will be held March 14th and 15th in Juneau.

Assembly Members Decker has expressed interest in attending.

Clerk's Vacation:

I will be out of the office on vacation from January 26th through February 3rd, 2017. If you require assistance while I am away, please contact Lavonne Klinke in the Finance Department.

Kim Lane, Borough Clerk

Did you know.....

Ex parte communication: Ex parte means one-sided. This could be a community member who is speaking with you about any issue.

Of course, this will often occur. So when it does, it is your responsibility as an assembly member to disclose that you had ex parte communication regarding whatever issue it is.

Example: Joe Citizen calls you up and wants to talk to you about an upcoming agenda item that involves the city purchasing an elephant. They tell you why they think it's a fabulous idea.

When this item comes up on the Agenda at the meeting (after the motion and second), you would disclose that you had communication with a member of the public and disclose what they had expressed to you. There is no disclosure law that says that you have to say *who* the member of the public is.

Ex parte communication is not allowed when the board or commission is acting in a Quasi-Judicial manner.

Quasi-Judicial is defined as:

having a partly judicial character by possession of the right to hold hearings on and conduct investigations into disputed claims and alleged infractions of rules and regulations and to make decisions in the general manner of courts <*quasi-judicial bodies*>

An example of a Quasi-Judicial meeting would be meeting of the Board of Adjustment where the Borough Assembly (whom would sit at the Board of Adjustment) would consider an appeal.

Agenda Items 10 a - b

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY
AGENDA ITEM
January 24, 2017

MAYOR/ASSEMBLY REPORTS AND APPOINTMENTS:

INFORMATION: This agenda item is reserved for the Mayor and Assembly Member's special reports. Such information items as municipal league activities, reports from committees on which members sit, conference attendance, etc., are examples of items included here.

➤ **Item 10a** Reports by Assembly Members

➤ **Item 10b** City Boards and Committee Appointments

- **One letter** received for the **Planning & Zoning Commission** vacancy from:

Robbie Austin

Vacancies:

- **One** vacancy **Planning & Zoning Commission** (Oct 2019)
- **Two** vacancies **Economic Development Committee** (Oct 2019)

Recommended Action:

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

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 _____.

Kim Lane

From: Robb <xdragr@yahoo.com>
Sent: Wednesday, January 18, 2017 9:32 AM
To: clerk@wrangell.com
Subject: Letter of Interest

I, Robbie Austin, would like to express my interest in serving on the Planning and Zoning Commission for the unexpired term seat, ending October 2019.

Thanks!!!

CC:
Robbie Austin
PO Box 1976
(907)660-7215
xdragr@yahoo.com

-Robbie & Sherri Austin

Agenda Item 13a

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

INFORMATION:

RESOLUTION No. 01-17-1359: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, TO ACCEPT A LOAN IN THE AMOUNT OF UP TO \$ 322,650 FROM THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Information:

1. **Proposed Resolution No. 01-17-1359**
2. Memo from Manager Jabusch

RECOMMENDED ACTION:

Move to approve Resolution No. 01-17-1359 for the purpose of acquiring a loan from the State Department of Environmental Conservation in the amount of \$322,650 to be used to purchase and install a new o-zone generator for the water treatment plant and that the purchase and installation be purchased from a specific vendor as allowed under Wrangell Municipal Code 15.10.050 (F) to prevent incompatibility from previous purchases

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 01-17-1359

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, TO ACCEPT A LOAN IN THE AMOUNT OF UP TO \$322,650 FROM THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION

WHEREAS, the City and Borough of Wrangell has determined that the last of Wrangell's two original ozone generators is failing and is at the end of its useful life; and

WHEREAS, the current equipment is obsolete, costs to keep the generator operating continue to escalate, parts are no longer available and replacement of the generator would result in lower operating and maintenance costs; and

WHEREAS, the City and Borough of Wrangell seeks to obtain the necessary financial assistance to replace the obsolete ozone generator; and

WHEREAS, the State of Alaska, Department of Environmental Conservation is able to offer loan funding through the Alaska Drinking Water Fund Program; and

WHEREAS, the City and Borough of Wrangell applied for and received priority funding in the State's FY 2016 Intended Use Plan; and the term of the loan would be twenty years at 1.5 percent interest; and

WHEREAS, the City and Borough of Wrangell is authorized under Wrangell Charter 6-3 to borrow money when authorized by the assembly for use by a utility or enterprise of the borough and that repayment of the loan including interest comes exclusively from the said utility.

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

The Assembly hereby authorizes and directs the Borough Manager to make, accept and execute a loan agreement up to \$322,650 for funding in the form of a loan through the State of Alaska Department of Environmental Conservation Clean Water Fund Wastewater Loan Program for the purpose of acquiring and installing a new ozone generator at the water treatment plant.

ADOPTED: _____

David L. Jack, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

MEMORANDUM

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

**FROM: JEFF JABUSCH
BOROUGH MANAGER**

SUBJECT: O-ZONE GENERATOR REPLACEMENT

DATE: JANUARY 19, 2017

Background:

Last year we replaced one of our aging o-zone generators that is essential in treating our water in the current process. Now the other generator is having problems and needs to be replaced as soon as possible. We are doing everything possible to assure this next summer goes as well as it can with the existing plant. The replacement of this unit is essential to make this happen.

Once we heard that a new plant may cost 13 million instead of 6 million, we are not as confident that USDA will still be willing to fund much of this amount. We are scheduling a meeting with them as soon as possible. Because of this new dilemma, it is going to be important to do everything within our power to upgrade our existing plant so it can run as well as it can. We are going to clean the exiting sand, modify the roughing filters and upgrade the ozone generators and combined that should improve production significantly.

We applied for the loan some time ago and was approved for two ozone generators for a total loan amount of \$322,650. We were able to purchase one last year without using the loan. Now however, because of a necessary cash reserve we do not think it is in the best interest of the Water Fund to pay cash because of the other necessary issues and needs at the water plant. Although we are authorizing the loan for \$322,650, we plan to only borrow what is necessary to purchase and install the equipment which is estimated at between \$230,000 and \$240,000. The annual loan payment is estimated to be about \$14,000.

The borough needs to purchase the o-zone generator sole source from the same vendor that our current one was purchased from so that they are compatible. Without having the same generator to match the existing one, non-compatibility creates system issues and reduces design output and efficiencies. Wrangell Municipal Code 5.10.050 (F) allows purchases to be made from a specific source in order to prevent incompatibility with previously purchased equipment. This section fits this situation perfectly.

We believe that because of this loan and another we are working on for some failing water mains along with the various other costs going on at the water plant that a rate increase will be necessary. I would recommend a 5% increase on July 1, 2017 and another 5% on July 1, 2018. For a residential customer this would represent an increase of \$2.04 in year one and \$2.14 in year two or a total increase after year two of \$4.18. The last increase was July 1, 2015. This would add approximately \$32,000 in revenues in the first year and an additional \$33,600 in year two. At the same time this is brought to the assembly there are a variety of other code updates in the

water fund that we would like to change. An ordinance will be brought to the assembly to address the above in the near future.

Recommended Action:

Move to approve Resolution #01-17-1359 for the purpose of acquiring a loan from the State Department of Environmental Conservation in the amount of \$322,650 to be used to purchase and install a new o-zone generator for the water treatment plant and that the purchase and installation be purchased from a specific vendor as allowed under Wrangell Municipal Code 15.10.050 (F) to prevent incompatibility from previous purchases.

Agenda Item 13b

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

INFORMATION:

Discussion, followed by a consensus for the Borough Manager Interview process

Option 1: Hold face-to-face interviews with the remaining 2 candidates in Executive Session and have a community reception later that evening.

Option 2: Hold panel interviews with the Assembly (in a Special meeting – Executive Session), Community Professionals, and Borough Staff.

RECOMMENDED ACTION:

Discussion followed by a consensus by the Assembly on the process.

Agenda Item 13c

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

INFORMATION:

Approval to reschedule the Regular Assembly meeting from Tuesday, February 14, 2017 to Wednesday, February 15, 2017

RECOMMENDED ACTION:

Move to approve rescheduling the Regular Assembly Meeting from Tuesday, February 14, 2017 to Wednesday, February 15, 2017.

Agenda Item 13d

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

INFORMATION:

Approval to schedule a Special Assembly meeting for Tuesday, February 14, 2017 for the purpose of conducting the final Borough Manager interviews in Executive Session

RECOMMENDED ACTION:

Move to approve scheduling a Special Assembly meeting for Tuesday, February 14, 2017 at 12:00 p.m. (noon) for the purpose of conducting face-to-face interviews for the remaining applicants for the Borough Manager's position

Agenda Item 13e

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

INFORMATION:

Approval to dispose of City Surplus Property

Attachments:

1. Memo from Borough Manager, Jeff Jabusch
2. List of items to surplus

RECOMMENDED ACTION:

Move to approve the items listed as surplus, that these items be advertised for bid as required under Wrangell Municipal Code 5.10.060, and authorize the Borough Manager to dispose of any items not bid on, in a manner that is in the best interest of the City.

MEMORANDUM

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

**FROM: JEFF JABUSCH
BOROUGH MANAGER**

SUBJECT: SURPLUS PROPERTY

DATE: January 18, 2017

INFORMATION:

The City has some surplus property that is no longer used or needed for city use and it is recommended that these items be surplus.

Although these items are no longer needed by the city, they may be useful by others. The city plans, if approved by the assembly, to advertise these items for sealed bid. It is recommended that if these items do not sell at auction, that they go out as over the counter on a first come first serve basis.

Attachments:

List of surplus items

Recommended Action:

Move to approve the items listed as surplus, that these items be advertised for bid as required under Wrangell Municipal Code 5.10.060, and authorize the Borough Manager to dispose of any items not bid on, in a manner that is in the best interest of the City.

City & Borough of Wrangell City Surplus List							
Item #	Quantity avail	Item	Description	Cond.	Dept.	Location for Public Inspection	Minimum Bid Amount
1	1	TOP STAR 12 oz POPCORN POPPER	Too small to use at the movie theatre	NEW Cond	theatre	City Hall - 874-2381	\$200
2	1	Sharp Resigter		ok	city hall	City Hall - 874-2381	\$1
3	1	Sharp Resigter		ok	city hall	City Hall - 874-2381	\$1
4	1	PAPER FOLDER Martin Yale		Good	city hall	City Hall - 874-2381	\$1
5	1	PAPER CUTTER AccuCut		Ok	city hall	City Hall - 874-2381	\$1
6	1	SONY Tripod		Ok	city hall	City Hall - 874-2381	\$1
7	2	MONITOR Dell for Computer	15" across	Good	city hall	City Hall - 874-2381	\$5 each
8	1	OVERHEAD PROJECTOR		Good	city hall	City Hall - 874-2381	\$5
9	1	25" Panasonic TV	Old Style	Works	city hall	City Hall - 874-2381	\$5
10	1	Window (Beige)	47.5" x 73.5" with Vent size: (22 11/16" x 15 15/16")	Brand New	city hall	City Hall - 874-2381	\$400
11	1	Dell Monitor	17" diagonal	Good	library	City Hall - 874-2382	\$5
12	7	iPad Air 2 Cases (w/keyboard) Hardshell	Uses bluetooth, micro cable (not included)	good	city hall	City Hall - 874-2381	\$1 each
13	1	Old Library Shelving	Bid will be for all	Ok	city hall	City Hall - 874-2381	\$5
14	4	Dell Keyboard		Good	city hall	City Hall - 874-2381	\$1 each
15	1	HP Deskjet Printer		?	city hall	City Hall - 874-2381	\$1
16	1	Whiteboard (lined)	4' x 6'	Good	city hall	City Hall - 874-2381	\$1
17	1	Corkboard	3' x 5'	Ok	city hall	City Hall - 874-2381	\$1
18	1	Honda Pressure Washer	13 HP PSI	fair	Port	Port - 874-3736	\$50
19	2	4" x 20' Long (Aluminum Pipe) Net Rack		good	Port	Port - 874-3736	\$50

Agenda Item *13f

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

INFORMATION:

Final Plat review of the Torgramsen-Austin Subdivision, a subdivision of the remainder of Lot A-2, Torgramsen-Glasner Subdivision, creating Lot D, zoned Single Family Residential, owned by Lisa Torgramsen, requested by Robbie Austin

Attachments:

1. Memo from Carol Rushmore
2. Aerial of property

RECOMMENDED ACTION:

Approved under the Consent Agenda.

MEMORANDUM

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

FROM: MS. CAROL RUSHMORE
ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: Final Plat review of the Torgramsen-Austin Subdivision, a subdivision of the remainder of Lot A-2, Torgramsen-Glasner Subdivision, creating Lot D, zoned Single Family Residential, owned by Lisa Torgramsen, requested by Robbie Austin.

DATE: January 18, 2017

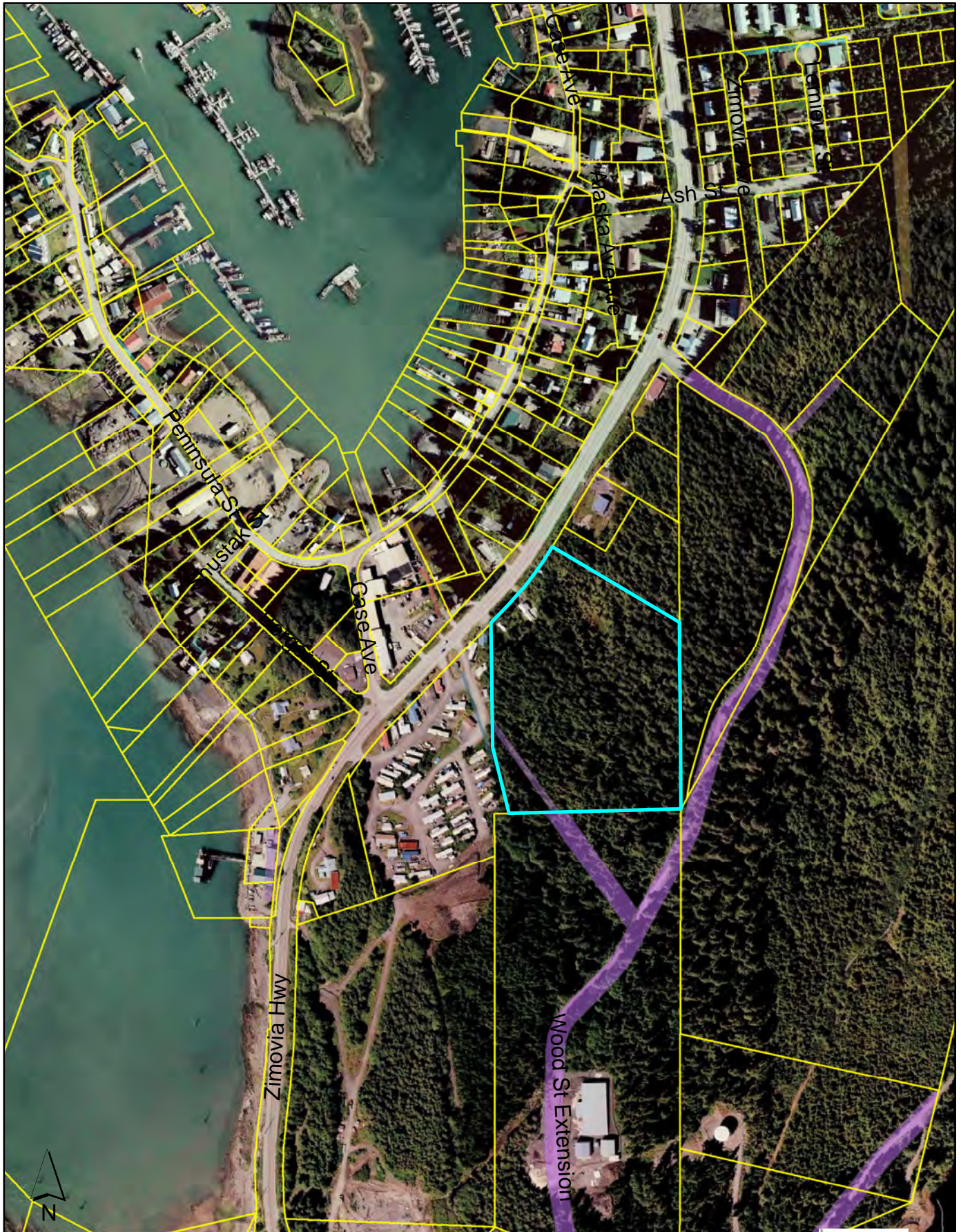
RECOMMENDATION:

The Planning and Zoning Commission at their regular meeting of January 12, 2017 approved the Final Plat of the above described subdivision.

ATTACHMENTS:

1. Final Plat as pdf
2. Aerial of subject area

CITY AND BOROUGH OF WRANGELL, ALASKA



1 inch = 416.666667 feet
Date: 1/18/2017

Public Map

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



Agenda Item 13g

CITY & BOROUGH OF WRANGELL

BOROUGH ASSEMBLY AGENDA ITEM January 24, 2017

INFORMATION:

PROPOSED RESOLUTION No. 01-17-1360: A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE SALE OF THE WRANGELL BELT FREEZER LAND AND BUILDING TO TRIDENT SEAFOODS CORPORATION FOR ECONOMIC DEVELOPMENT PURPOSES AS ALLOWED UNDER WRANGELL MUNICIPAL CODE 16.12.012

Attachments:

1. **Proposed Resolution No. 01-17-1360**
2. Memo from Manager Jabusch
3. *Draft* documents

RECOMMENDED ACTION:

Move to approve Resolution No. 01-17-1360 for the purpose of selling the Belt Freezer Building, related land and equipment for the appraisal price of \$950,000 to Trident Seafoods.

CITY AND BOROUGH OF WRANGELL, ALASKA

RESOLUTION NO. 01-17-1360

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF WRANGELL, ALASKA, APPROVING THE SALE OF THE WRANGELL BELT FREEZER LAND AND BUILDING TO TRIDENT SEAFOODS CORPORATION FOR ECONOMIC DEVELOPMENT PURPOSES AS ALLOWED UNDER WRANGELL MUNICIPAL CODE 16.12.012

WHEREAS, in June of 2016 Trident Seafoods Corporation requested that they be allowed to purchase the Belt Freezer building and land for the appraisal value of \$950,000; and

WHEREAS, the Borough Assembly reviewed the appraisal amount with the borough's assessor and also with the appraiser who did the appraisal and determined that the appraisal was the fair market value of the property; and

WHEREAS, the borough can dispose of real property for economic development purposes where the price does not exceed \$1,000,000 under Wrangell Municipal Code 16.12.012; and

WHEREAS, the Planning and Zoning Commission, the Port Commission and the Economic Development Committee all considered the sale of the Belt Freezer on their respective agendas as required by 16.12.012 and all concluded and endorsed the sale to Trident Seafoods; and

WHEREAS, the Wrangell Borough Assembly held a public hearing on December 13, 2016 to review the recommendations of the three city boards and any other testimony from the public and did not receive any testimony against the sale; and

WHEREAS, The Wrangell Borough Assembly at their regular meeting on December 13th, 2016 considered the sale of the Belt Freezer Building and land to Trident Seafoods and determined it was in the best interest of the borough after discussing the various relevant factors listed in 16.12.012 (B) to approve the sale;

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

Section 1. The Borough Assembly approves the sale of the Borough's Belt Freezer Building and land to Trident Seafoods Corporation more specifically described as Lot 4BB-2, Block C, W.S.I. Subdivision II as shown on Plat No. 2003-9 recorded December 4, 20113, Wrangell Recording District, First Judicial District, State of Alaska.

2. Authorize the borough manager to request from the borough attorney the necessary documents and deed for the sale as described above.

ADOPTED: _____, 2017

David L. Jack, Mayor

ATTEST: _____
Kim Lane, Borough Clerk

MEMORANDUM

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

**FROM: JEFF JABUSCH
BOROUGH MANAGER**

SUBJECT: SALE OF BELT FREEZER PROPERTY TO TRIDENT SEAFOODS

DATE: JANUARY 19, 2017

Background:

The borough assembly has already approved the sale of the Belt Freezer Building to Trident Seafoods for the appraised value of \$950,000 for economic purposes. The borough has followed the Wrangell Municipal Code requirements in doing so. The sale was put before the Planning and Zoning Commission, the Port Commission and the Economic Development Committee. All of those boards endorsed the sale. Next the Borough Assembly held a public hearing to give the public an opportunity to be heard. Lastly, the Borough Assembly carefully discussed the various reasons for this as an economic benefit using the criteria listed in the municipal code. The sale was approved.

That approval allowed staff to move forward with our attorney to draft the various documents which are now before you for approval. This is in draft form and will still need to go on to Trident Seafood's attorney. If this action is approved, unless there are significant changes, it will not need to come back to the assembly for another approval.

Recommended Action:

Move to approve Resolution # 01-17-1360 for the purpose of selling the Belt Freezer Building, related land and equipment for the appraisal price of \$950,000 to Trident Seafoods.

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("Agreement") dated _____, 2017 is made and entered into by and between Buyer and Seller.

RECITALS

Buyer desires to purchase the Property and Seller desires to sell the Property, all upon the terms and conditions set forth in this Agreement.

In consideration of the mutual terms, conditions, provisions, and covenants in this Agreement, as well as the sums to be paid by Buyer to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

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BASIC INFORMATION

1.1.1 Seller: The City and Borough of Wrangell, Alaska.

1.1.2 Buyer: Trident Seafoods Corporation, of 5303 Shillshole Avenue NW, Seattle, Washington 98107-4000.

1.1.3 Property: Lot 4BB-2, W.S.I. Subdivision II, according to the official plat thereof filed under Plat No. 2003-9 on December 4, 2003, records of the Wrangell Recording District, First Judicial District, Alaska, (hereinafter the "Property").

The street address of the property is 641 Shakes Street, Wrangell, Alaska.

1.1.4 Purchase Price: Nine hundred fifty thousand dollars (\$950,000.00).

1.1.5 Title Company: First American Title Insurance Company, Juneau, Alaska

1.1.6 Brokers: Both Seller and Buyer represent that neither has retained a real estate broker or agent, and no commission is due on the sale of the property.

1.1.7 Effective Date: The Buyer and Seller shall execute this Agreement no later than January 27, 2017.

1.1.8 Closing Date: The Closing Date shall be: February 3, 2017.

1.1.9 Notice Addresses:

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

Buyer: Trident Seafoods Corporation
5303 Shillshole Avenue NW
Seattle, Washington 98107

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PROPERTY

2.1.1 Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following property (collectively, the "Property"):

2.1.2 Real Property and Personal Property: Lot 4BB-2, W.S.I. Subdivision II, according to the official plat thereof filed under Plat No. 2003-9 on December 4, 2003, records of the Wrangell Recording District, First Judicial District, Alaska, attached as Exhibit A;

As described in the Memorandum of Lease by and between Seller and Buyer, dated April 13, 2009, document number 2009-000077-0;

And also described as a 17,258 square foot site, zoned WFD, improved with a 10,640 square foot seafood processing building, and equipped with a belt freezer and associated freezing equipment. Property along with building and improvements is commonly referred to as the "Belt Freezer Property".

This sale includes the following Personal Property, within or upon the real property herein described: all plumbing, heating, water heating and electrical lines, circuits, fixtures and equipment attached to or part of the permanent building structure; all attached bathroom accessories, fixtures and appliances.

The sale does not include the oil plant, electrical service for the oil plant, hot water heaters, hydraulic pump, plate freezer, totes, scales, rolling stock, etc., which is Personal Property of the Buyer and shall remain the Buyer's Personal Property.

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BUYER'S RIGHT OF INSPECTION

3.1 Physical Due Diligence: Buyer currently occupies and has occupied the Property pursuant to a Lease. Buyer acknowledges that Buyer has had the opportunity to conduct any and all inspections deemed necessary by Buyer before entering this Purchase and Sale Agreement and that Buyer agrees and acknowledges that Buyer has conducted such due diligence as warranted by the Buyer.

3.2 No Representation or Warranty by Seller: Buyer acknowledges that, except as expressly set forth in this Agreement, Seller has not made nor makes any warranty or representation regarding the condition of the Property or any of the personal property included as part of this Agreement. Buyer shall rely solely upon their own investigation and judgment with respect to the Property.

ARTICLE 4

TITLE AND SURVEY

4.1 Title Report: Within five (5) days of receipt of the Title Report from the Title Company, Seller shall provide the title report to the Buyer.

4.2 Title Review: All matters shown in the PTR, the Title Documents and the Survey (if any) which are not objected to by Buyer by delivery of written notice thereof ("Buyer's Title Objection Notice") to Seller on or before the Closing Date shall be conclusively deemed to be accepted by Buyer.

ARTICLE 5

CLOSING

5.1 Closing: Closing shall occur on the Closing Date at the offices of the City and Borough of Wrangell. Funds shall be deposited into an account as directed by the Seller at that time, of as directed by Seller before the Closing Date.

5.2 Conditions to Parties' Obligation to Close: In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Buyer, on the other hand, to consummate the transactions contemplated hereunder are conditioned upon the following:

5.2.1 Representations and Warranties: The other party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date (provided, however, if Buyer is aware that any of Seller's representations and warranties are not true and correct in all material respects prior to the Closing Date but Buyer nevertheless did not terminate this Agreement, the accuracy of such representations and warranties shall no longer be a condition to Buyer's obligation to purchase the Property hereunder);

5.2.2 Actions, Suits, etc: There shall exist no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, actually filed against the other party that would prevent such party from performing its obligations under this Agreement.

5.2.3 If a party has not satisfied its obligations under this Agreement as of the Closing Date, the other party may elect to proceed with the Agreement and such party shall have deemed to have waived the requirements of any conditions not met at that time by the other party. Alternatively, the party electing to proceed notwithstanding the failure of the other party to completely fulfill its obligations at the time of Closing may allow the

other party up to thirty (30) days to have the opportunity to fulfill its obligations. If after the thirty days the party has still not its obligations under the Agreement, the other party may elect to terminate the Agreement, or allow another extension, in its sole discretion.

5.3 Seller's Deliveries: At the Closing, Seller shall deliver to Buyer:

5.3.1 Deed: Seller shall provide a Warranty Deed executed and acknowledged by Seller, conveying to Buyer Seller's interest in the Real Property.

5.4 Buyer's Deliveries: At the Closing, , Buyer shall deliver to Seller the full amount of the Purchase Price.

5.5 Purchase Price: At the Closing, Buyer shall deliver the Purchase Price to Seller.

5.6 Possession: Seller shall deliver possession of the Real Property and any Tangible Personal Property to Buyer at the Closing.

ARTICLE 6

PRORATIONS AND DEPOSITS

6.1 Proration: At Closing, the following items shall be prorated as of the date of Closing with all items of income and expense for the Property being borne by Buyer from and after (and including) the date of Closing: real and personal ad valorem taxes ("Taxes"); prepaid insurance premiums and utilities. Specifically, the following shall apply to such proration:

6.1.1 Taxes: If Taxes for the year of Closing are not known or cannot be reasonably estimated, Taxes shall be prorated based on Taxes for the year prior to Closing. Any real property taxes and assessments arising out of the sale of the Real Property to Buyer (or its assignee) or a subsequent sale or change in ownership thereafter, and/or arising out of any construction pertaining to the Real Property following the Closing, shall be paid by Buyer when assessed, and Buyer shall indemnify Seller from and against any all such Taxes, which indemnification obligation shall survive the Closing;

6.1.2 Utilities: Any and all utilities are in the name of the Buyer. If, however, any utility is found to be in the name of the Seller, Buyer shall take all steps necessary to effectuate the transfer of such utilities to its name as of the Closing Date or the final date of the Lease Agreement, whichever is sooner, with Seller. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date or, at Seller's option, take a credit for same on the closing statement.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Seller: Seller represents and warrants to Buyer that:

- a) There is no agreement to which Seller is a party or, to Seller's knowledge, that is binding on Seller which is in conflict with this Agreement. To Seller's knowledge, there is no action or proceeding pending or threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.
- b) To Seller's knowledge, Seller has not received from any governmental authority written notice of any material violation of any laws applicable (or alleged to be applicable) to the Real Property, or any part thereof, that has not been corrected.

7.2 Buyer: Buyer represents and warrants to Seller that:

- a) This Agreement has been, and all of the documents to be delivered by Buyer at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.
- b) There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

ARTICLE 8

DEFAULT AND REMEDIES

If Buyer fails to perform its obligations pursuant to this agreement at or prior to closing for any reason except failure by Seller to perform hereunder, or if prior to closing any one or more of Buyer's representations or warranties are breached in any material respect, Seller shall be entitled to terminate this agreement and recover the earnest money as liquidated damages and not as penalty, in full satisfaction of claims against buyer hereunder. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the earnest money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. Notwithstanding anything in this to the contrary, in the event of Buyer's default or a termination of this agreement, Seller shall have all remedies available at law or in equity in the event Buyer or any party related to or affiliated with Buyer is asserting any claims or right to the property that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the property. If closing is consummated, Seller shall have all remedies available at law or in equity in the event Buyer fails to perform any obligation of Buyer under this agreement.

If Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Buyer to perform hereunder, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect and Buyer was not aware of such breach of such representations and warranties prior to the end of the Non-Exclusive Inspection Period, then, Buyer shall elect, as its sole remedy, either to (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing and recover the Earnest Money, or (ii) waive said failure or breach and proceed to Closing. Buyer's remedies shall be limited to those described in this provision.

In no event shall Seller's assembly members, mayor, or any officer, employee, attorney, representative, consultant or agent of the Seller have any liability for any claim, cause of action or other liability arising out of or relating to this agreement or the property, whether based on contract, common law, statute, equity or otherwise.

ARTICLE 9

DISCLAIMERS; RELEASE AND INDEMNITY

9.1 **Disclaimers by Seller:** Except as expressly set forth in this Agreement, it is understood and agreed that Seller has not at any time made and is not now making, and specifically disclaim, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) matters of title, (ii) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (x) usages of adjoining Property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any particular purpose, (xvii) tax consequences, or (xviii) any other matter or thing with respect to the Property.

9.2 Sale "As Is, Where Is": Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS." Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property. Buyer represents that it is a knowledgeable, experienced and sophisticated purchasers of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer acknowledges that it has not received any tax advice from Seller or any of Seller's employees, agents or consultants, and Buyer acknowledges that it is relying solely on its own employees, agents, and consultants for any tax advice or as to any tax consequences possibly associated with this Agreement. By failing to terminate this Agreement prior to the Closing Date, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such inspections of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations.

9.3 Seller Released from Liability: Buyer hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*), as amended ("CERCLA"), regarding the condition (including the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever.

Buyer further hereby WAIVES (and by closing this transaction will be deemed to have waived) any and all objections to or complaints regarding (including, but not limited to, federal, state and common law based actions), or any private right of action under, state and federal law to which the Property is or may be subject, including, but not limited to, CERCLA, Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), as amended ("RCRA"), physical characteristics and existing conditions, including, without limitation, structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and

conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

9.4 "Hazardous Materials" Defined: For purposes hereof, "Hazardous Materials" means "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible, and infectious materials.

9.5 Indemnity: Buyer agrees to defend, indemnify and hold Seller and its assembly members, officers, agents, insurers, representatives, consultants, attorneys and employees harmless of and from any and all actions, liabilities, claims, demands, fines, penalties, charges, fees, and expenses (hereafter collectively "Claims") of any kind or nature, which are asserted after the Closing date, which in any way relate to the Property, including, without limitation, in connection with Hazardous Materials, except only as to any condition caused by Hazardous Materials which Buyer establishes to have been caused by Hazardous Materials before the Closing Date and which could not have been reasonably discovered by the Buyer in conducting Buyer's Due Diligence under Article 3.1

Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above. Buyer specifically acknowledges and agrees that Seller would not have agreed to sell the Property under these terms and conditions.

ARTICLE 10

MISCELLANEOUS

10.1 Parties Bound; Assignment: This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the successors, and assigns of each of the parties hereto. Buyer shall not assign its rights under this Agreement.

10.2 Headings: The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

10.3 Invalidity and Waiver: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

10.4 Governing Law: This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Alaska. 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 related to this Agreement.

10.5 Survival: The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

10.6 Entirety and Amendments: This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.7 Time: Time is of the essence in the performance of this Agreement.

10.8 Notices: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Article 1. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by facsimile, evidenced by confirmed receipt. E-mail shall not constitute proper notice.

10.9 Construction: Seller and Buyer acknowledge that each has had the opportunity to consult with counsel of their choice and each has reviewed and revised this Agreement and agree that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement.

10.10 Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

10.11 Discharge of Obligations: The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement.

10.12 ERISA: Under no circumstances shall Buyer have the right to assign this Agreement to any person or entity owned or controlled by an employee benefit plan if Seller's sale of the Property to such person or entity would, in the reasonable opinion of Seller's ERISA advisors or consultants, create or otherwise cause a "prohibited transaction" under ERISA. In the event Buyer assigns this Agreement or transfers any ownership interest in Buyer, and such assignment or transfer would make the consummation of the transaction hereunder a "prohibited transaction" under ERISA and necessitate the termination of this Agreement then, notwithstanding any contrary provision which may be contained herein, Seller shall have the right to terminate this Agreement.

10.13 No Third Party Beneficiary: The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party and no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Date executed by Seller:

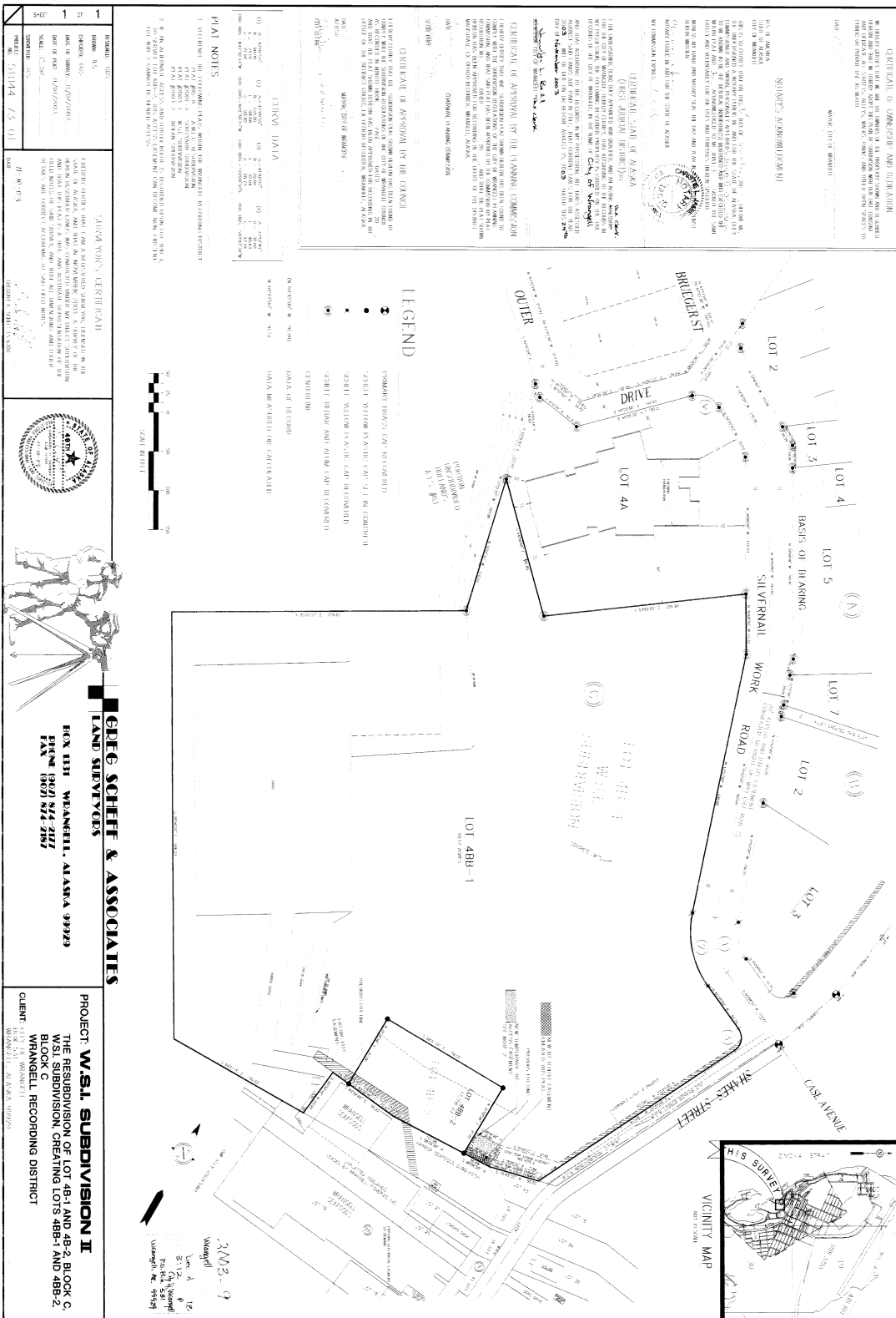
SELLER: City and Borough of Wrangell

By: Jeff Jabusch, City Manager

Date executed by Buyer:

BUYER: Trident Seafoods Corporation

By: _____



Agenda Item 14

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
January 24, 2017**

INFORMATION:

ATTORNEY'S FILE – Summary Report was provided to the Assembly.

Agenda Item 15

CITY & BOROUGH OF WRANGELL

**BOROUGH ASSEMBLY
AGENDA ITEM
January 24, 2017**

INFORMATION:

Executive Session – None.