

# **MUNICIPALITY OF SKAGWAY**

GATEWAY TO THE KLONDIKE P.O. BOX 415, SKAGWAY, ALASKA 99840 (PHONE) (907) 983-2297 (FAX) (907) 983-2151 www.skagway.org

This lease Amendment, dated June 1, 2018 is for the purpose of modifying the existing lease dated and entered into the 7th day of June 1996, by and between the Municipality of Skagway (hereinafter Municipality) a municipal government and Charlotte & Jim Jewell (hereinafter Lessee), a private business, for the purpose of leasing a parcel of Municipal land that is 60,901 square feet (1.31 acres) and is exclusively garden property, the legal description of the new leased land is described as:

Beginning at the Northeasterly Corner of Parcel B, Lot 3 U.S.S. 944 as identified on the Alaska Land Surveying survey dated May 24, 2004, thence; South 89 degrees, 27 minutes, 04 seconds East, 462.45 feet, thence; South 31 degrees, 10 minutes, 23 seconds West, 19.52 feet, thence; South 61 degrees 23 minutes, 56 seconds, East 236.46 feet, thence; North 61 degrees, 48 minutes, 30 seconds West, 245.35 feet, thence; North 13 degrees, 35 minutes, 30 seconds East, 143.68 feet, thence; North 05 degrees, 42 minutes, 30 seconds East, to the point of beginning, containing 60,901 square feet or 1.31 acres in Skagway, Alaska

The following sections or portions of the existing lease shall be modified as follows:

### **Amended Lease Amount:**

The amended lease amount effective June 1, 2018, is based on the Appraisal Report of May 22, 2018, performed by Horan & Company, LLC), and shall be amended as follows:

The square footage of 60,901 square feet (1.31 acres) containing exclusively garden property shall be covered under SMC 16.02.010 (B) and 16.02.040(A) and the lease amount shall be determined by using the following formula:

### The lease amount shall be determined by multiplying:

- -50% of the appraised annual value of the land on a per square foot basis\*(\$1.32), by
- -60,901 square feet (1.31 acres) square feet, by
- -Eight percent (8%)
- -This amount is divided by four to give a quarterly lease fee.
- \*The annual value of the land on a per square foot basis is \$2.65, with 50% of that amount being \$1.32 per square foot.

### The lease amount shall be \$6,431.14 per year paid in four (4) monthly payments of \$1,607.78.

All other terms of the existing Lease Agreement shall remain unchanged. Any further modifications shall be agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Modification as of the date first written above.

Monica Carlson, Mayor For the Municipality of Skagway	Jim Jewell Lessee	
Date	Date	
	ATTEST:	
Emi	ly Deach, Borough Clerk	
	(SEAL)	

# SUMMARY APPRAISAL REPORT IN FEE SIMPLE INTEREST OF THE LAND KNOWN AS JEWELL GARDENS LEASE PROPERTY, A 1.31 ACRE PORTION OF LOT 1, PLAT 2005-1, SKAGWAY, ALASKA



Prepared For: Scott Hahn, Borough Manager

Michelle Gihl, Deputy Clerk Municipality of Skagway

P O Box 415

Skagway, Alaska 99840

Prepared By: William G. Ferguson

Horan & Company, LLC

403 Lincoln Street, Suite 210

Sitka. Alaska 99835

Effective Date: March 14, 2018

Report Date: May 22, 2018

Our File No.: 18-033

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# HORAN & COMPANY

### REAL ESTATE APPRAISERS/CONSULTANTS

CHARLES E. HORAN MAI / WILLIAM G. FERGUSON, JOSHUA C. HORAN, AND SLATER M. FERGUSON

403 LINCOLN STREET, SUITE 210, SITKA, ALASKA 99835

Phone: (907) 747-6666 Fax: (907) 747-7417 commercial@horanappraisals.com

May 22, 2018

Scott Hahn, Borough Manager Michelle Gihl, Deputy Clerk Municipality of Skagway P O Box 415 Skagway, Alaska 99840

Re: Summary Appraisal Report In Fee Simple Interest of a 1.31 Acre Portion of Lot 1, Plat 2005-1; Leased to Jim Jewell, Congress Way Skagway, Alaska; Our File 18-033

Dear Ms. Gihl:

We have completed the attached appraisal report of the above-referenced property per your request. The report is provided in a brief summary narrative format with analysis of four comparables found within the report. The market value as of March 14, 2018 for this lease tract is estimated at:

### \$151,000(rounded) or \$2.65/SF

Your attention is directed to the content of this report with further descriptions of the subject property as well as brief descriptions of comparables considered. We appreciate the opportunity to be of service to you. Should there be any further questions regarding this subject, please do not hesitate to contact us.

Respectfully submitted,

William G. Ferguson

HORAN & COMPANY, LLC

William D. Ferguson

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### **CERTIFICATION OF APPRAISAL**

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the
  development or reporting of a predetermined value or direction in value that favors the
  cause of the client, the amount of the value opinion, the attainment of a stipulated result,
  or the occurrence of a subsequent event directly related to the intended use of this
  appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to the review by its duly authorized representatives.
- William Ferguson inspected the site on March 14, 2018.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- Our office has performed assessment services regarding the subject property within the
  prior three years, as contract assessors for the Skagway Borough. We have performed no
  other appraisal services with regard to the subject property in the previous three years.

William D. Terguson	May 22, 2018
William G. Ferguson, AA618	Report Date
	March 14, 2018
	Effective and Inspection Date

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### 1 INTRODUCTION

### 1.1 PROPERTY IDENTIFICATION

The subject property is referred to as the Jewell Gardens Lease site. It is located adjacent to the Klondike Highway near the Skagway River Bridge in Skagway, Alaska. The property is land leased from the Municipality of Skagway and is identified as the Jewell lease, a portion of Lot 1, Plat 2005-1 from the Municipality of Skagway's assessment records.

### 1.2 PURPOSE OF APPRAISAL; INTENDED USE AND USER

The purpose and intended use of this appraisal is to estimate the fair market value to be used as a basis for annual lease rates. The market value estimated is limited by the Assumptions and Limiting Conditions herein. The site is leased to Jim Jewell d.b.a. Jewell Gardens for continued use as part of their tourism related business. The intended user and client is the Municipality of Skagway.

### 1.3 PROPERTY RIGHTS APPRAISED

The subject property is appraised in its fee simple interest.

### 1.4 INSPECTION AND EFFECTIVE DATE

The subject property was inspected on March 14, 2018 by William G. Ferguson, and Slater M. Ferguson. The effective date of this report is March 14, 2018.

### 1.5 THREE YEAR PROPERTY HISTORY AND OSTENSIBLE OWNER

The subject property is owned by the Municipality of Skagway and has been for some time. It has not sold in the last three years. It is proposed to be in a continued use as leased to a private business, in this case, Jewell Gardens. It has been leased to Jim and Charlotte Jewell since 1996. The annual rent is discussed below.

### 1.6 SYNOPSIS OF LEASE

The major points of the lease as it exists are summarized below. A copy of the lease is included in the addenda of this report.

Leased Premises: Ptn.Lot 1, 2005-1- see lease for more detailed legal

description, Skagway Recording District, First

Judicial District, State of Alaska.

Lessor/Ostensible Owner: Municipality of Skagway, Municipal Manager

Lessee: Jim Jewell.

*Term of Lease:* 5 years evaluated annually.

Current Annual Lease Payment: \$5,788.05 per year. The lease amount is based upon

50% of the appraised fair market value as provided by an appraisal report. "Terms and Conditions of Lease" per Municipal Code 16.02.160 govern this

lease unless otherwise provided for.

Lease Dates: Current lease originated in 1996 and was amended

in 2008.

Use: Garden Property.

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Fee simple interest.

### 1.7 SCOPE OF APPRAISAL

This appraisal report is intended to comply with the rules, regulations and procedures as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP).

The scope of this appraisal included an investigation of the real estate market in Skagway. Comparable land sales or leases were analyzed to determine the market value of the subject land. The Direct Sales Comparison Approach was relied on for development of a market value opinion of the land.

Market information was obtained through interviews with area land owners, realtors, buyers, sellers, and others active in the real estate market. Our office maintains market data information on sales, transfers and on a geographic location basis for those rural properties not connected to a road system and various other real estate transactions. Within each of these areas, the data is further segmented into commercial and residential properties. Within these divisions of separation are divisions for zoning and whether the properties are waterfront or upland parcels. Horan & Company, LLC maintains and continually updates this library of sale transactions throughout the Southeast Alaska region and has done so for over 35 years.

### 1.8 ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and valuation contained herein are expressly subject to the following assumptions and/or conditions:

- 1. It is assumed the data, maps, and descriptive data furnished by the client or his representative are accurate and correct. Photos, sketches, maps, and drawings in this appraisal report are for visualizing the property only and are not to be relied upon for any other use. They may not be to scale.
- 2. The valuation is based on information and data from sources believed reliable, correct and accurately reported. No responsibility is assumed for false data provided by others.
- 3. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.
- 4. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of the highest and best use.
- 5. It is assumed the title to the property is marketable. No investigation to this fact has been made by the appraiser.
- 6. No responsibility is assumed for matters of law or legal interpretation.
- 7. It is assumed no conditions existed that were undiscoverable through normal diligent investigation which would affect the use and value of the property. No engineering report was made by or provided to the appraiser.
- 8. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property.

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The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

- 9. The value estimate is made subject to the purpose, date and definition of value.
- 10. The appraisal is to be considered in its entirety, the use of only a portion thereof will render the appraisal invalid.
- 11. Any distribution of the valuation in the report between land, improvements, and personal property applies only under the existing program of utilization. The separate valuations for land, building, and chattel must not be used in conjunction with any other appraisal and is invalid if so used.
- 12. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described herein unless prior arrangements have been made.

### 1.9 TERMINOLOGY

### **Market Value**

The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as a of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under undue duress.

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute Pg 141

### **Fee Simple Estate**

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, Page 90

### **Leased Fee Interest**

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute, Page 128

### **Leasehold Interest**

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute, Page 128

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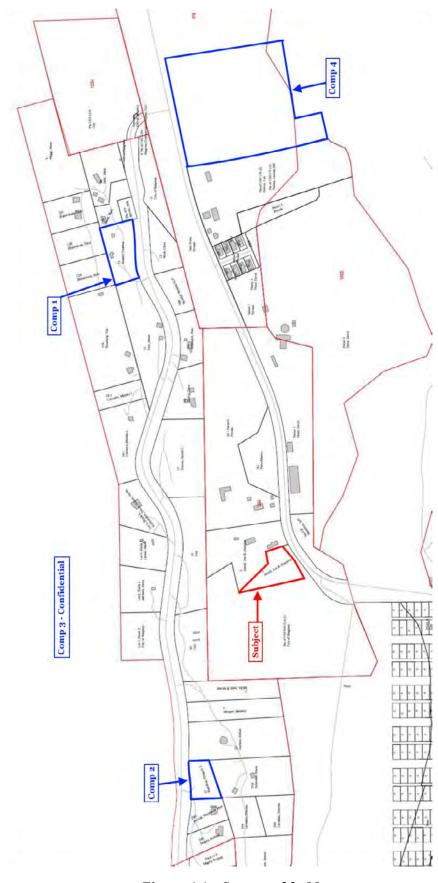


Figure 1.1 - Comparable Map

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### 2 AREA ANALYSIS

### 2.1 SKAGWAY AREA ANALYSIS

### **Real Estate Market Trends**

The increased seasonal demand has caused significant appreciation over the years in general real estate housing and commercial land. Statistics kept for assessment adjustments show that values have gone up about 160% since 1995 for real estate land in general and over 200% for land in the central Historic Business District. The suburban Klondike Highway Industrial District, the Hillside District, and Dyea areas have not experienced the same level of overall appreciation, with assessment values increasing by a significantly smaller percentages in the same time period. This may be due to a lack of sales that occur in these areas on an annual basis. There was a 10% decline in 2010 and another 15% decline in 2011 in the assessment values for Skagway's town core land, reflecting the market's reaction to the decline of tourism visitation. Tourism numbers have again been increasing, and assessed values proved stable for 2012 and 2013 and gradually increased in varying degrees 2014 – 2018, depending on the area.

# 2.2 MARKET CONDITION ANALYSIS - KLONDIKE HWY INDUSTRIAL DISTRICT (I)

The Klondike Highway Industrial zoning district in Skagway comprises the area from the White Pass train yards adjacent to the Skagway townsite across the river and north to Liarsville. This area has a variety of industrial enterprises as well as large scale tourist operations. The neighborhood consists of two areas; the White Pass railroad yards on the east side of the river, and the balance of development on the west side. The west side's uses include community ball fields, an outdoor entertainment stage, the subject gardens, a commercial sand and gravel operation, a quarry, bunkhouses, shops, employee housing, storage units, as well as two large scale tourist attractions, including a gold dredge attraction and a mining camp/salmon bake. The state also has a road maintenance shop. There are a few small lots with homes, but the majority of the area is taken up with commercial or industrial activity.

Future development plans are uncertain, but will likely include more large scale commercial development. The growth of the tourist market over the last few years has also played, and continues to play, a key role to the development of this area.

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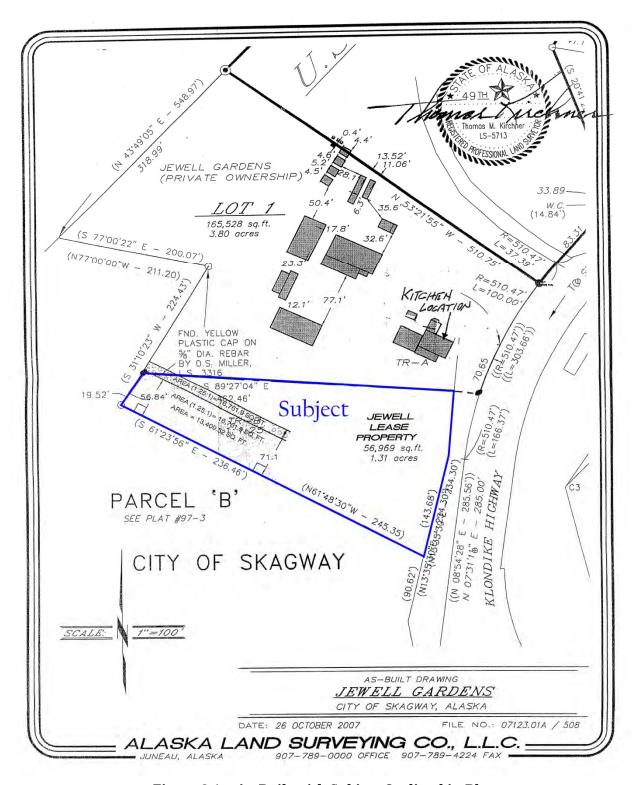


Figure 2.1 - As-Built with Subject Outlined in Blue

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### 3 PROPERTY DESCRIPTION

### 3.1 SITE DESCRIPTION

The subject is located on the fringes of the downtown core, across the Skagway River along the Klondike Highway. The site is just over a mile from the downtown core; however, it is just over the bridge from the residential outskirts of downtown Skagway. The subject has good visibility and exposure from the highway and is adjacent to the municipal recreation area including ballfields and outdoor stage.

The subject size is 1.31 AC or 56,969 SF, based off the most current land survey of the site from 2007. It is an irregular, wedge shaped parcel with approximately 144 feet of frontage on the Klondike Highway which narrows to approximately 55 feet in the rear.

### **Topography, Utilities & Access**

The subject site is generally cleared and level. Portions of the site appear slightly below road grade. Municipal utilities including water and refuse collection are available to the site, with electricity, telephone, cable and fuel provided by private vendors. The sanitary sewer is private and has on-site septic. Reportedly, the water service is seasonal. Access to the subject is along the Klondike Highway, which is owned and maintained by the State of Alaska.

### 3.2 ZONING

The subject site is zoned Industrial (I). Industrially-zoned property in Skagway is intended to be oriented around heavy industrial activities related to transportation, processing, repairing and assembling; however, residential and commercial uses are also allowed if they do not conflict.

### 3.3 EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments on the subject parcel.

### 3.4 ASSESSED VALUATION

The subject site is owned by the Municipality of Skagway. It is subject to taxation based on possessory interest. The assessed value for the land is \$52,100 based on possessory interest on a fee simple value of \$137,550.

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### 4 VALUATION

### 4.1 HIGHEST AND BEST USE

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The Dictionary of Real Estate Appraisal, 6th Edition, Appraisal Institute, page 109

The highest and best use scenarios for the subject property, if it were vacant, include a wide variety of industrial or commercial enterprises since the site is zoned industrial. It has good visibility by the inbound visitors from Canada and Alaska's interior along with northbound passengers disembarking from the ferry terminal and in some cases, private vessels or cruise ships. The site is located between the bridge and the intersection with Dyea Road. Dyea Road serves a growing population on the hillside overlooking the downtown area of Skagway as well as providing access to the historic areas of the Chilkoot Trail and more rural housing near Dyea. As vacant, commercial uses allowed within the industrial zone would meet the highest and best use. As improved, the subject meets the definition of highest and best use.

### 4.2 LAND VALUATION

The subject land will be valued by the Sales Comparison Approach. This approach employs the principal of substitution; whereby, willing buyers would typically pay no more for a property than what could be found as a substitute property within a reasonable period of time. This approach compares sales of vacant land relatively similar to the subject, or at least bracketing the subject, as superior or inferior, on a price per unit basis. Since there are no two properties alike, some adjustments or ranking of the comparable sales will be performed. A 5% adjustment was performed based on observed value changes by the assessor for sales occurring prior to 2015. Following is a summary of the comparable sales used in developing a market value estimate for the subject property.

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TABLE 4.1 - COMPARABLE SALES AND CAPITALIZED LEASES TABLE							
Comp#	Location	Date	Price	Zone	SF	\$/SF	Adjust. \$/SF
1	Lot 11, USS 3312, Plat 85- 2(9150)	10/15	\$132,000*	RC	77,101	\$1.71/SF	\$1.80/SF
2	Lot 23, Trt D,Plat 99-16 (7843)	08/13	\$110,000	RC	42,223	\$2.54/SF	\$2.67/SF
3	Confidential (8047)	07/14		I	~40,000	\$2.12/SF	\$2.22/SF
4	Lot 1, Skagway Commercial SD (7907)	06/14	\$1,500,000	I	653,400	\$2.30/SF	\$2.41/SF
Subject		03/18	Solve		56,969	Solve	

<sup>\*</sup>Land Allocation



Comp 1 (091108\_2100)

**Comparable 1** is the land allocation from the most recent transaction in the area the appraiser was able to analyze. It is slightly larger in size and zoned for residential conservation development. It is considered due to its lot size and general location. It is inferior in topography and being used primarily for short term housing. It is ranked **inferior** due to topo and less commercial exposure.



Comp 2 (091108\_2068)

**Comparable 2** is a 2013 sale of an RC zoned property, again considered due to size and general location. There was a building pad on the site at the time of sale, but some of the topography is inferior to the subject. It is again inferior in lack of commercial exposure and superior in view. Considering all variables, it is ranked relatively **similar.** 

**Comparable 3** is a confidential 2014 sale is similarly zoned land in the area. It is ranked slightly **inferior** due to topography.(no photo – confidential)

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Comp 4 (062714\_01509)

**Comparable 4** is an older transaction of a much larger parcel. This had similar zoning to the subject. Sales price was broken down allocating \$2.30/SF (\$100,000/AC) for land, \$96,437 for infrastructure, and \$51,291 for survey and geotechnical report. It is considered an **inferior** indicator due to economies of scale. It had a bio cell on it for decontamination.

TABLE 4.2 - COMPARABLE SALES RANKING GRID				
Comp	Date	Location	Adjusted Price/SF	Rating
2	08/13	Lot 23, Trt D, Plat 99-16	\$2.67/SF	Similar
Subject	03/18	Jewell's Lease	Solve	Similar
4	06/14	Lot 1, Skagway Commercial SD	\$2.41/SF	Inferior
3	07/14	Confidential	\$2.22/SF	Inferior
1	10/15	Lot 11, USS 3312	\$1.80/SF	Inferior

The comparables indicate a relatively tight range of price per square foot. All, except for Comp 4 are relatively similar in size range. All are in relatively close proximity to the subject. The subject is estimated towards the top end of the range considering the lack of more current sales and the ratings of the comparables considered. The subject has good public exposure from the highway, but is below road grade. The value can be summarized as follows:

56,969 SF @ \$2.65/SF =\$150,967.85 \$151,000, rounded.

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# **ADDENDA**

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### Subject Photographs



Рното 1 – Looking approximately west across subject from near eastern property line. (031418\_1795)



Рното 2 – Looking approximately southwest across property line. (031418\_1794).

### Subject Photographs



Рното 3 — Looking approximately northeast across subject property. (Also cover photo) Building is on adjacent fee owned property. (031418\_1793).



Рното 4 – Looking northwest across subject property. (031418\_1789)

### Subject Photographs



Рното 5 – Klondike Highway in front of subject. Subject photo left behind fence. (031418\_1787)

# **CITY OF SKAGWAY, ALASKA**

**ORDINANCE NO. 2004-14** 

AN ORDINANCE OF THE CITY OF SKAGWAY, ALASKA AUTHORIZING THE CITY OF SKAGWAY TO MODIFY THE LEASE OF A PORTION OF LOT 3, USS 994 (7 PASTURES) TO CHARLOTTE & JIM JEWELL, DBA JEWELL GARDENS.

**WHEREAS**, A lease dated June **7**, 1996 was signed between the City of Skagway and Charlotte & Jim Jewell without benefit of an adopting ordinance; **and** 

**WHEREAS**, the City and Charlotte and Jim Jewell wish to modify the lease through the exchange of municipal property for adjacent private property;

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SKAGWAY, ALASKA:

#### 2. Facilities:

As the result of the exchange of 15,729 square feet of municipally owned leased land for 19,661 square feet of adjacent land in the Jewell's private ownership, the legal description of the new leased land is:

Beginning at the Northeasterly Corner of Parcel B, Lot 3 U.S.S. 944 as identified on the Alaska Land Surveying survey dated May 24, 2004, thence; South 89 degrees, 27 minutes, 04 seconds East, 462.45 feet, thence; South 31 degrees, 10 minutes, 23 seconds West, 19.52 feet, thence; South 61 degrees 23 minutes, 56 seconds, East 236.46 feet, thence; North 61 degrees, 48 minutes, 30 seconds West, 245.35 feet, thence; North 13 degrees, 35 minutes, 30 seconds East, 143.68 feet, thence; North 05 degrees, 42 minutes, 30 seconds East, to the point of beginning, containing 60,901 square feet or 1.40 acres.

#### 4. Lease Amount:

That the amended lease amount effective July 1, 2004, is based on the Appraisal Report of March 7, 2002 performed by Horan, Corak & Company, and shall be amended as follows:

The resulting square footage following the exchange of lands of 60,901 containing exclusively garden property shall be covered under SMC 16.02.010(B) and 16.02.040(A).

**Section 1.** Classification. This Ordinance is not of a general and permanent nature and shall not become a part of the code of the City of Skagway, Alaska.

**Section 2.** Condition. This ordinance is conditioned upon Charlotte & Jim Jewell and Jewell Gardens signing an agreement to defend and indemnify the City of Skagway in any court, agency or administrative action under federal or state law, related to contamination or potential contamination, and any clean-up costs or obligations, for the entire amount of property that is the subject of this exchange.

Section 3. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND APPROVED this 2<sup>nd</sup> day of September, 2004

ATTEST:

Marjorie D. Harris, CMC, City Clerk

Tim Bourcy Mayor

(SEAL)

First Reading:

06/03/2004

Second Reading:

08/19/2004 & 09/02/2004

Vote: 5 Aye 1 Nay 0 Absent

· · · ·	June 20, 2002	Conservation Easement Ordinance 2002-15 is introduced. Directed to Civic Affairs
	July 2001	Stan Selmer, Civic Affairs Chair, and Manager meet with Jewells. They still prefer negotiated sale, but conservation easement is suitable alternative.
	July 17, 2002	Lease value and rate adjusted per the lease terms, based upon appraisal completed by Horan Corak.
	August 1, 2002	Ordinance 2002-15 is adopted. No public comment offered.
	September 19, 2002	Ordinance 2002-22 is introduced. It incorporates the language from 2002-15 into the Jewell lease, and specifically excludes the non agricultural areas of the lease from the easement language, including the visitor center. It does not include language for extension of the lease term. Selmer moves to extend lease to 2021. Motion passes unanimously. Additionally, a 3 <sup>rd</sup> reading is called for.
	October 3, 2002	2 <sup>nd</sup> reading of lease 2002-22 – Again no public testimony was offered.
	October 10, 2002	Manager sends e-mail to council explaining some new and old survey issues. Suggests that a survey be conducted to confirm current property lines.
	October 17, 2002	Ordinance 2002-22 is tabled pending survey results
	November 2002	Alaska Land Surveyors completes new survey of the boundary of Parcels A & B of USS 944, and develops correct description of leased area. North encroachment is still unresolved.
	December 26, 2004	Ordinance 2002-22 remains on the table pending further information from ALS.
	February 6, 2003	Ordinance 2002-22 is adopted after amending to show 2,500 square feet less than the Jewells had actually been paying for since the remediation based upon their actual occupancy. The ordinance passed unanimously, again with no comment from the public offered. North encroachment still not remedied.
	April 23, 2003	Applied for greenhouse permit - #03-35

### Ordinance No. 04-14

### New Section 2

This ordinance is conditioned upon Charlotte and Jim Jewell and Jewell Gardens signing an agreement to defend and indemnify the City of Skagway in any court, agency or administrative action under federal or state law, related to contamination or potential contamination, and any clean-up costs or obligations, for the entire amount of property that is the subject of this exchange, for the full term of the lease.

# JEWELL GARDENS

### P.O. BOX 535

# SKAGWAY, AK 99840

PH. (907) 983-2111 FAX (907) 983-2689



August 16, 2004

Mr. Bob Ward Skagway City Manager P.O. Box 415 Skagway, Ak. 99840

Reference:

Jewell Garden Land Swap

Subject:

Suggested wording

Bob,

Attached please find the wording my attorney suggested using in the ordinance. He said he would anticipate the city passing an ordinance with this language in it, and then the attorneys would draft the land exchange agreement.

Also I have attached the plat of the proposed land swap to pass out to the council members.

Sincerely,

Jim and Charlotte Jewell

The City of Skagway and Jim and Charlotte Jewell are in the process of completing an equal value land exchange. The purpose of this ordinance is to provide reciprocal agreements protecting each party from any contamination on the land each party is receiving from the other.

Jim and Charlotte Jewell and Jewell Gardens agree to defend and indemnify the City of Skagway in any court, agency or administrative action under federal or state law, related to contamination or potential contamination, and any clean-up costs or obligations, for the property they will give to the City.

The City of Skagway agrees to defend and indemnify Jim and Charlotte Jewell and Jewell Gardens in any court, agency or administrative action under federal or state law, related to contamination or potential contamination, and any clean-up costs or obligations, for the property they will give to the Jewells.

### **Fax Cover Sheet**

# JEWELL CONSTRUCTION INC. P.O. Box 535 **SKAGWAY, AK. 99840** Fax no. used: 1(907)983-2688 From: Return fax no: 1(907)983-2689 Project name: TRWR CL GARDEN Number of pages including the cover sheet: If any of these fax copies are illegible, or you do not receive the same number of pages stated above, please contact us immediately at telephone number: 1(907)983-2688 Remarks:

**AUGUST 19, 2004** 

### PLEASE READ ALOUD AT TONIGHT'S MEETING

CITY OF SKAGWAY MAYOR AND CITY COUNCIL PO BOX 415 SKAGWAY, ALASKA 99840

RE:

### **PROPOSED ORDINANCE 2004-14**

With the hope and intent of preventing additional lawsuits for the taxpayers of the City of Skagway, we are respectfully requesting that you table the above ordinance's second reading until we are able to review all the information that has been unavailable to us (i.e. specific contract terms, appraisals, etc.) before tonight's meeting.

While there has been legal counsel retained on the behalf of citizens of Skagway in this manner, we are hoping that you will work with us so that we may avoid any further costs to Skagway taxpayers. All we are requesting is that you table this agenda item for now and that the council shall take this action as is necessary to protect the rights and best interests of the city.

### Respectfully,

MAVIS IRENE HENRICKSEN **ED FAIRBANKS** SUZANNE HARTSON DARLENE HOOVER DOUG HULK CANDICE R. WALLACE BERT BOUNDS SHARON BOLTON **HOWARD MALLORY** STEVE HITES **GAYLA HITES** LARRY JACQUOT KRISTIN JACQUOT JOHN MIELKE KEITH KNORR LLOYD RANSOM **KURT KOSTERS** 



Do we need to have a survey of the Jewell lease? This should have been a requirement of the original lease. We are on the cusp of extending that lease. It would be to everybody's benefit to know exactly what property we are dealing with.

Who pays? Charlotte says that she has paid for a survey. We have no such record, and there is no plat identifying their leased land. I suspect that the boundary issue may have thrown a wrench into the process, and nothing was resolved at that time. Whose fault is that? I don't know. These leases, especially negotiated leases, are not supposed to be a burden on the city. This is certainly becoming one.

So, I have Tom Kirscher on the line waiting to do a survey.

We have the Jewell's on the line waiting to start an addition to their building that they have a contractual commitment for.

We have a lease on a nebulous piece of land that has never been accurately surveyed, at least by us.

We have a problem...

Should I get Kirschner up here, and deal with who pays later? I suspect that it will be us, and this might be appropriate just to put this issue to rest.

Let me know.

### CITY OF SKAGWAY, ALASKA

ORDINANCE NO. 2002-22

AN ORDINANCE OF THE CITY OF SKAGWAY, ALASKA AUTHORIZING THE CITY OF SKAGWAY TO MODIFY THE LEASE OF A PORTION OF LOT 3, USS 994 (7 PASTURES) TO CHARLOTTE & JIM JEWELL, DBA JEWELL GARDENS.

WHEREAS, A lease dated June 7, 1996 was signed between the City of Skagway and Charlotte & Jim Jewell without benefit of an adopting ordinance; and

WHEREAS, the City wishes to modify the lease;

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SKAGWAY, ALASKA:

### 1. Duration:

Lessee and City agree to extend the term of the lease from the original 15-year term to a 25-year term commencing on the original date of the lease, June 7, 1996 and terminating on June 7, 2021.

### 4. Lease Amount:

That the amended lease amount effective June 1, 2002, is based on the Appraisal Report of March 7, 2002 performed by Horan, Corak & Company and Ordinance No. 2002-15, and shall be amended as follows:

The property on which the visitor building is located covers 1,260 SF and the visitor building and garden parking lot covering 2,862 SF, totaling 4,122 SF, shall be covered under SMC 16.02.010(C). The remaining square footage of 52,847 containing the garden property shall be covered under SMC 16.02.010(B) and 16.02.040(A).

**Section 1.** Classification. This Ordinance is not of a general and permanent nature and shall not become a part of the code of the City of Skagway, Alaska.

Section 2. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND APPROVED this 6th day of February, 2003

ATTEST:

Marjorie D. Harris, CMC, City Clerk

Tim Bourcy, M

(SEAL)

First Reading:

09/19/2002

Second Reading:

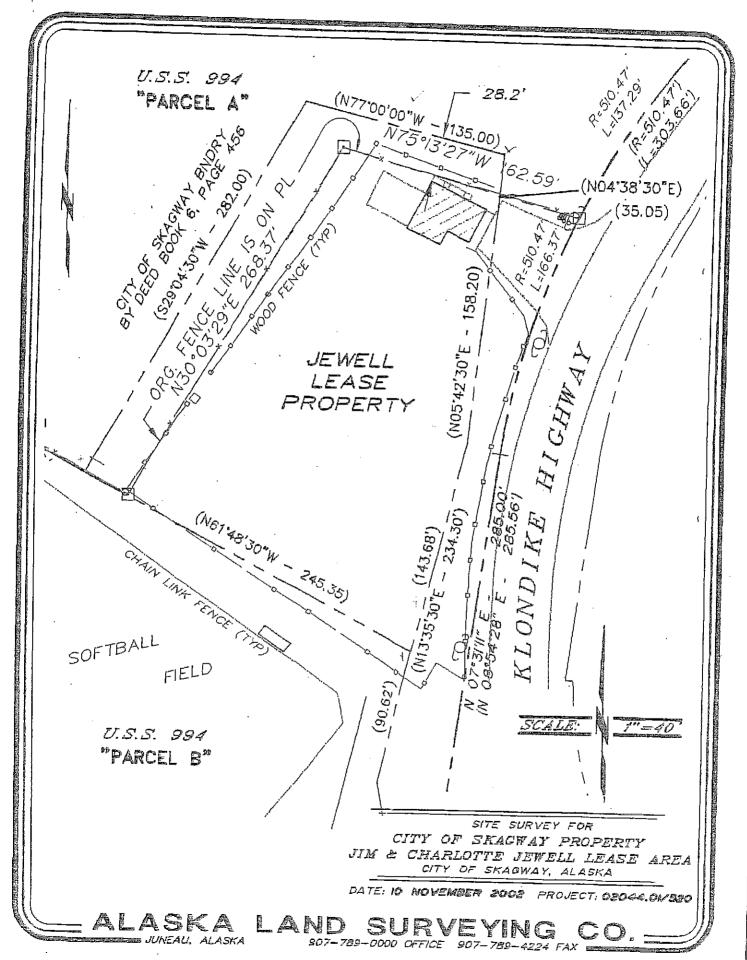
10/03/2002

Postponed:

10/17/2002

Third Reading:

02/06/2003



### LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on this 7th day of June 1996, by and between the CITY OF SKAGWAY (hereinafter, "City"), a municipal corporation, and Charlotte and Jim Jewell, d/b/a Garden City Greenhouse Business (hereinafter, "Lessee"):

### 1. DURATION

Lessee and City agree by the terms and conditions contained in this Lease to a term of not less than 15 years. Any renewal is subject to the provision in Skagway City Code  $16.02.160\,(\mathrm{N})$ .

### 2. FACILITIES

The following property is subject to the terms and conditions of this Lease:

A portion of Lot 3, U.S.S. 994, Skagway Recording District, First Judicial District, State of Alaska, more particularly described as:

Beginning at the Northeasterly most corner of said Lot 3, U.S.S. 994, thence; North 77 degrees, 00 minutes West, 135.00 feet, thence; South 29 degrees, 04 minutes, 30 seconds West 282.00 feet, thence; South degrees, 48 minutes, 30 seconds East 245.35 feet, thence; North degrees, 35 minutes, 30 seconds East, 143.68 feet, thence; North 05 degrees, 42 minutes, 30 seconds East, 158.20 foot, thence; North 04 degrees, 38 minutes, 30 seconds East, 35.05 feet to the Point of Beginning. Containing 59,222.63 square feet or 1.36 acre.

#### 3. **PERMISSIBLE USES**

A. Lessee shall utilize the premises only for the purpose of conducting their greenhouse/nursery business. All other activities must be approved in advance in writing by the city manager.

### 4. LEASE AMOUNT

Lease payments shall be in the amount of 8%, or \$4,000.00 per year, of the appraised value of the land. Payment of rent shall be payable in equal installments in July, August, September and October.

#### 5. OPERATION AND MAINTENANCE

- A. Lessee shall at all times provide sufficient personnel to operate and maintain the leased premises. Lessee shall keep and maintain the leased premises and all alterations, additions and improvements which exist, or which may be erected, installed or made on them, in good and substantial repair and condition, and shall make all necessary repairs. Lessee shall maintain the premises and facilities at all times in a clear, safe and sanitary condition.
- B. Lessee is responsible for, and shall pay all costs of, utilities furnished to or constructed on the leased premises during the term of this Lease, except that non-potable water, when provided to the 7th pasture recreation area, will be made available to the leased premises at the commercial rate currently charged for water, and shall collect and remit all sales taxes in conformance with Skagway City Code 4.08. Lessee shall pay all property taxes for the leased premises in accordance with Skagway Municipal Code 4.10.
- C. Lessee shall promptly repair, rebuild or restore premises or facilities damaged or destroyed by any event whatsoever, with the exception of events caused by the act, error, or omission of the City, or it's employees, contractors or representatives, or by inherent conditions of normal wear and tear.
- D. The City may, at all reasonable times and without prior notice, enter upon and inspect the leased premises. If the City demonstrates that the Lessee has failed to perform maintenance or repair work required under the Lease, and if Lessee, after prior notice of the deficiencies, fails to correct the deficiencies or begin corrective action within a reasonable time, the City may enter any part of the leased premises and perform the necessary work. The Lessee shall reimburse the City for all reasonable expenses incurred by this work.
- E. The City and Lessee shall jointly inspect and inventory facility conditions at the initiation of the Lease, and annually thereafter.

### 6. CONSTRUCTION OF BUILDINGS

Lessee may erect the following buildings to carry on their business on the leased premises:

- 1. greenhouse;
- 2. storage shed; and,
- 3. germination house.

The plans for these buildings are subject to written approval by the city manager. Removal of the buildings are subject to the terms and conditions outlined in Skagway City Code 16.02.160(0). Any structure erected on the premises shall be built in a workmanlike manner, and is subject to all City, state, and federal building codes. Lessee shall be responsible for all property taxes arising from the erection of any building in accordance with Skagway City Code 4.08. Additional structures may be built on the leased premises by Lessee only upon approval of the City Council.

Lessee is responsible for all improvements to the property as may be required to carry out their business. The City does not guarantee lessee access to the property.

### 7. INDEMNITY AND INSURANCE

- A. Lessee shall indemnify, save harmless, and defend the City from any and all claims or actions for injuries, or damage sustained by any person or property arising out of or in connection with, or incident to the operation of the leased premises.
- B. Lessee shall provide adequate property and personal injury damage insurance, and a minimum of \$500,000 liability insurance, in which the City of Skagway shall be listed as an additional insured on the policy. Proof of such insurance shall be provided to the City as a condition of entering into the Lease. Lessee must notify the City thirty (30) days in advance of any cancellation or alteration of such insurance. Failure to maintain insurance shall constitute default.

### 8. **DEFAULT**

If the City determines that the provisions of the Lease are not being met and attempts to remedy the matter are unsuccessful, written notice shall be given the Lessee stating the nature of the deficiency and necessary corrective action. Lessee shall either take immediate correction action or respond to the City within ten (10) calendar days stating the reason for noncompliance, and a

Lease Agreement

schedule for compliance. If the City determines this response unacceptable, the City shall give Lessee written notice to remove personal property. If such property is not removed within the time period, the City may take possession of the property.

### 9. TERMS AND CONDITIONS

Unless otherwise provided for in this Lease, the provisions of Skagway Municipal Code Title 16.02.160, "Terms and Conditions of Lease," shall govern this Lease, and are attached to and hereby incorporated into this Lease by reference.

### 10. NOTICE

All notices and requests in connection with this Lease shall be in writing and shall be addressed as follows:

CITY:

City Manager City of Skagway P.O. Box 415 Skagway, AK 99840

LESSEE:

Jim and Charlotte Jewell

P.O. Box 535

Skagway, AK 99840

CITY OF SKAGWAY

Charlotte Jéwe

DATED: 6/7/96

By:

LESSEE:

י משתעמ

Ce/10/96

DATED:

Lease Agreement

By:

Bv

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Page 4 of 4

### 7TH PASTURE LEASE CITY OF SKAGWAY CHARLOTTE AND JIM JEWELL

### AMENDMENT NO. 1

Change Section 4. LEASE AMOUNT to read as follows:

Lease payments shall be in the amount of 8%, or \$4,000.00 per year, of the appraised value of the land. Payment of rent shall be payable in equal installments in July, August, September and October, except 1996 when the lease payment shall be made in July and August, and shall total 7/12th of the annual lease amount (\$2,333.33). Subsequent lease payments shall be credited to the calendar year within which they were received, and shall total \$4,000.00.

DATED: 8/19/96

LESSEE:

DATED: 8/21/96

DATED: 9/9/96

BY:

Lim Jewell



# CITY OF SKAGWAY

GATEWAY TO THE GOLD RUSH OF "98" P.O. BOX 415 SKAGWAY, AK 99840 (907)983-2297 (PHONE) (907)983-2151 (FAX)

This lease Amendment, dated February 6, 2003, is for the purpose of modifying the existing lease dated and entered into the 7th day of June 1996, by and between the City of Skagway (hereinafter City) a municipal government and Charlotte & Jim Jewell (hereinafter Lessee), a private business, for the purpose of leasing a parcel of land 56,969 square feet located on a portion of Lot 3, USS 994 (7 Pastures). The following sections or portions of the existing lease shall be modified as follows:

### 4. LEASE AMOUNT

Whereas the City owns the property described above, and under the lease terms of the existing lease, Section #9 Terms and Conditions, signed and dated September 9, 1996 by Lessee, it states, "Unless otherwise provided for in this Lease, the provisions of Skagway Municipal Code Title 16.02.160, "Terms & Conditions of Lease," shall govern this Lease and are attached to and hereby incorporated into this Lease by reference." That section states the following: "Adjustment of Rental. The annual rental payable pursuant to any lease shall be subject to adjustment by the council on the fifth anniversary of the date of the lease and at each five (5) year interval thereafter. The adjusted annual rent shall be computed at that percentage of the fair market value of the land as set by the lease, inclusive of any improvements thereon made by the city, but exclusive of any portion of value created by expenditures by lessee, except that the value of any improvements credited against rentals shall be included in the value. Such fair market value shall be determined by an appraisal made by the city assessor and reviewed and approved by the council, whose decision is final. The new rental amount shall be effective at the beginning of the five (5) year interval to which it applies."

### **Amended Lease Amount:**

The amended lease amount effective June 1, 2002, is based on the Appraisal Report of March 7, 2002 performed by Horan, Corak & Company (Attachment B) and Ordinance 2002-15 (Attachment C), and shall be amended as follows:

The property on which the visitor building is located covers 1260sf and the visitor building and garden parking lot covering 2862sf, totaling 4122sf, shall be eovered under SMC 16.02.010 (C) and the lease amount shall be determined by using following formula:

### The lease amount shall be determined by multiplying:

- -The appraised annual value of the land on a per square foot basis\*, hy
- -4,122 square feet, hy
- -Eight percent (8%)
- -This amount is divided by four to give a quarterly lease fee.
- \*The annual value of the land on a per square foot basis is \$1.20.

The lease amount shall be \$395.71 per year paid in four (4) monthly payments of \$98.93.

The remaining square footage of 52,847 containing the garden property shall be covered under SMC 16.02.010 (B) and 16.02.040(A) and the lease amount shall be determined by using the following formula:

### The lease amount shall be determined by multiplying:

- -50% of the appraised annual value of the land on a per square foot basis\*, by
- -52,847 square feet, by
- -Eight percent (8%)
- -This amount is divided by four to give a quarterly lease fee.
- \*The annual value of the land on a per square foot basis is \$1.20, 50% of that amount being \$.60 per square foot.

### The lease amount shall be \$2,536.66 per year paid in four (4) monthly payments of \$634.17.

All other terms of the existing Lease Agreement shall remain unchanged. Any further modifications shall be agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Modification as of the date first written above.

Tim Bourcy, Mayor

For the City of Skagway

Charlotte Jewell

Jim Jewell

Date 5-2/-03

TTEST:

Marjorie D. Harris, CMC, City Clerk

(SEAL)



# MUNICIPALITY OF SKAGWAY

GATEWAY TO THE KLONDIKE
P.O. BOX 415, SKAGWAY, ALASKA 99840
(PHONE) (907) 983-2297
(FAX) (907) 983-2151
www.skagway.org

RECEIVED

SEP 2 6 2008

MUNICIPALITY OF SKAGWAY

This lease Amendment, dated September 4, 2008, is for the purpose of modifying the existing lease dated and entered into the 7th day of June 1996, by and between the Municipality of Skagway (hereinafter Municipality) a municipal government and Charlotte & Jim Jewell (hereinafter Lessee), a private business, for the purpose of leasing a parcel of Municipal land that is 56,969 square feet (1.31 acres) and is exclusively garden property, the legal description of the new leased land is described as:

Beginning at the Northeasterly Corner of Parcel B, Lot 3 U.S.S. 944 as identified on the Alaska Land Surveying survey dated May 24, 2004, thence; South 89 degrees, 27 minutes, 04 seconds East, 462.45 feet, thence; South 31 degrees, 10 minutes, 23 seconds West, 19.52 feet, thence; South 61 degrees 23 minutes, 56 seconds, East 236.46 feet, thence; North 61 degrees, 48 minutes, 30 seconds West, 245.35 feet, thence; North 13 degrees, 35 minutes, 30 seconds East, 143.68 feet, thence; North 05 degrees, 42 minutes, 30 seconds East, to the point of beginning, containing 56,969 square feet or 1.31 acres in Skagway, Alaska

The following sections or portions of the existing lease shall be modified as follows:

#### 4. LEASE AMOUNT

Whereas the City owns the property described above, and under the lease terms of the existing lease, Section #9 Terms and Conditions, signed and dated September 9, 1996 by Lessee, it states, "Unless otherwise provided for in this Lease, the provisions of Skagway Municipal Code Title 16.02.160, "Terms & Conditions of Lease," shall govern this Lease and are attached to and hereby incorporated into this Lease by reference." That section states the following: "Adjustment of Rental. The annual rental payable pursuant to any lease shall be subject to adjustment by the council on the fifth anniversary of the date of the lease and at each five (5) year interval thereafter. The adjusted annual rent shall be computed at that percentage of the fair market value of the land as set by the lease, inclusive of any improvements thereon made by the city, but exclusive of any portion of value created by expenditures by lessee, except that the value of any improvements credited against rentals shall be included in the value. Such fair market value shall be determined by an appraisal made by the city assessor and reviewed and approved by the council, whose decision is final. The new rental amount shall be effective at the beginning of the five (5) year interval to which it applies."

### Amended Lease Amount:

The amended lease amount effective June 1, 2008, is based on the Appraisal Report of July 28, 2008, performed by Horan & Company, LLC), and shall be amended as follows:

The square footage of 56,969 square feet (1.31 acres) containing exclusively garden property shall be covered under SMC 16.02.010 (B) and 16.02.040(A) and the lease amount shall be determined by using the following formula:

### The lease amount shall be determined by multiplying:

- -50% of the appraised annual value of the land on a per square foot basis\*(\$1.27), by
- -56,969 square feet (1.31 acres) square feet, by
- -Eight percent (8%)
- -This amount is divided by four to give a quarterly lease fee.
- \*The annual value of the land on a per square foot basis is \$2.55, with 50% of that amount being \$1.27 per square foot.

rlotte Jewell

Jim Jewell

# The lease amount shall be \$5,788.05 per year paid in four (4) monthly payments of \$1,447.01.

All other terms of the existing Lease Agreement shall remain unchanged. Any further modifications shall be agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Modification as of the date first written above.

Thomas D Cochran, Mayor

Date /8SEPO8

For the Municipality of Skagway

ATTEST:

Marjorie D. Harris, Municipal Clerk

(SEAL)



### QUALIFICATIONS OF WILLIAM G. FERGUSON

#### **Education:**

Graduated from Pennsylvania State University, B.S./B.L.A. in Landscape Architecture, 1977

### **Employment:**

Appraiser, Horan & Company, LLC, 08/04-Present

Appraiser, Horan, Corak & Company, formerly Pomtier, Duvernay & Horan, 03/87-07/04

Appraiser, Pomtier, Duvernay & Horan, 1986-1987

Associate Planner, City and Borough of Sitka, Alaska 1985-1986

Landscape Architect, U.S. Forest Service, Sitka, Alaska, 1983-1985

Landscape Architect, GWSM Inc., Pittsburgh, PA, 1977-1983

### **Certification:**

State of Alaska, General Real Estate Appraiser, APRG618

### **Appraisal Education:**

AIREA Residential Valuation, May 1989, Portland, Oregon

AIREA Residential Case Studies and Report Writing, May 1989, Portland, Oregon

AIREA Standards of Professional Practice, October 1987, Anchorage, Alaska

FNMA Appraisal Guidelines Seminar, July, 1987

FNMA Appraisal Guidelines Seminar, July, 1988

Veterans Administration Guidelines Seminar, February, 1988

AIREA Real Estate Appraisal Principals, October 1988 Traverse City, Michigan

Residential Demo - Appraisal Report Writing, Northern California Chapter, August 1992

Feasibility Analysis - Highest and Best Use, Alaska Chapter, November 92

Appraising the Tough Ones, Alaska Chapter, November 1992

Standards of Professional Practice - Part A, Alaska Chapter, January 1993

Standards of Professional Practice - Part B, Alaska Chapter, January 1993

New URAR Seminar, Anchorage, Alaska, December 1993

Valuation of Leasehold Interests, Anchorage, Alaska, December 1993

Understanding Limited Appraisals, Anchorage, Alaska, July 1994

Appraisal Institute, Appraisal Procedures, Pittsburgh, Pennsylvania, February, 1995

The Internet and the Appraiser, May 1996, Seattle, Washington

HighTech Appraisal Office, May 1996, Seattle, Washington

Dynamics of Office Bldg. Valuation, October 1996, Anchorage, Alaska

Appraisal of Retail Properties, October 1996, Anchorage, Alaska

Standards of Professional Practice - Part B, April 1997, Seattle, Washington

Basic Income Capitalization, March 1998, Chapel Hill, North Carolina

Standards of Professional Practice - Part C, 1998, Edmonds, Washington

FHA Training Seminar, October 1999, Seattle, Washington

FHA Seminar, August 2000, Anchorage, Alaska

FHA Appraisal Inspection From the Ground Up, June 2000, Anchorage, Alaska

Undivided Partial Interest Valuation/Divided Partial Interest Valuation, May 2001, Anchorage

Technical Inspection of Real Estate, April 2003, Anchorage, Alaska

Code of Professional Ethics/Scope of Work, April 2003, Anchorage, Alaska

Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Jan 2004, Philadelphia, PA

Rates and Ratios: Making Sense of GIMs, OARs and DCF, Feb 2005, Anchorage, AK

USPAP Update; Uniform Standards of Professional Appraisal Practice, Feb 2005, Anchorage, AK

USPAP 15 Hr; Uniform Standards of Professional Appraisal Practice, April 2006, Sacramento, CA

Basic Income Capitalization 310, July 2006, San Diego, CA

General Applications 320, July 2006, San Diego, CA

Subdivision Valuation, February 2008, Anchorage, AK

Appraisal of Local Retail Properties, February 2008, Anchorage, AK

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, June 2009, Juneau, AK

Home Valuation Code of Conduct & 1004 Market Conditions Form Seminar, June 2009, Juneau, AK

Business Practices and Ethics, November 2009, Online

Real Estate Appraisal Operations, February 2010, Online

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, February 2010, Kent, WA

Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Dec 2010, Sacramento, CA

Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets, April 2012, Portland, OR

Appraising the Appraisal - Appraisal Review - General, September 2012, Reno, NV

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, February 2013, Pittsburgh, PA

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, April 2014, Juneau, AK

Real Estate Finance Statistics and Valuation Modeling; February 2015, Las Vegas, NV

Supervisory Appraiser/Trainee Appraiser Course; April, 2015Anchorage, AK

USPAP 7 hr Update; Uniform Standards of Professional Appraisal Practice, January 2017, Online

Analyzing Operating Expenses, February 2017, Online

Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), May 2017, Seattle, WA

Using Spreadsheet Programs in Real Estate Appraisals – The Basics, December, 2017 Online

### **Types of Property Appraised:**

Residential - Single family residences, duplexes, tri-plexes, four-plexes, mobile homes, and vacant land Commercial - Warehouses, vacant tracts, islands, office buildings, remote sites, hangars, tidelands, retail buildings, apartments, industrial complexes, market data and research

### **Types of Property Assessed for Taxation:**

Appraiser, City of Petersburg real property assessment roll; Assistant Assessor, Cities of Pelican and Skagway; Appraiser, City of Craig real property assessment roll; Expert Witness, Board of Equalization, Petersburg, Pelican, Craig and Skagway; Single family, multi-family, vacant lands, mobile homes, commercial properties, remote homesites, islands and subdivisions

### **Planning Experience:**

Site planning, construction documentation, construction supervisor

Local government planning duties including public presentations, narratives, zoning rewrites, mapping University and recreation master planning

Rev. 12/17