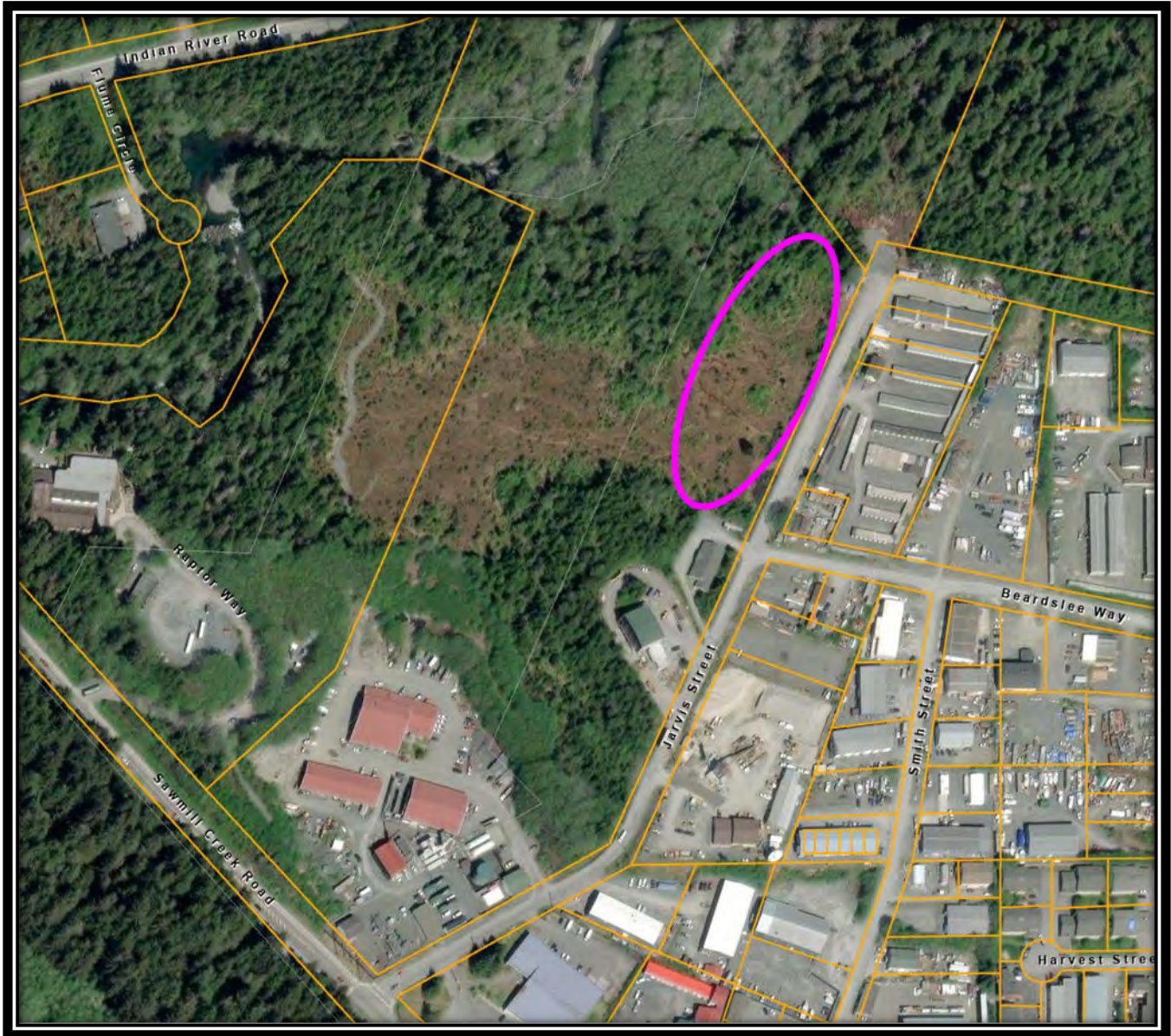




# REQUEST FOR PROPOSALS (RFP)

## JARVIS STREET HORTICULTURE SITE



**Advertise Request for Proposal  
Submittals Due**

**July 25, 2024 to August 22, 2024  
August 22, 2024**

**REQUEST FOR PROPOSALS  
ISSUED BY  
THE CITY AND BOROUGH OF SITKA, ALASKA  
FOR  
JARVIS STREET HORTICULTURE SITE  
JULY 2024**

**A. Overview**

The City and Borough of Sitka (CBS) intends to lease approximately 0.5 – 1 acre of land within the northeast portion of Tract 4-B, ASLS 81-21 (“the Property”) for the purposes of a community garden or other horticultural related purposes that are consistent with the public lands district, the current and expected future zoning designation of the property. The lease parcel is not yet surveyed, as the intent is to retain flexibility for the selected Proposer(s) to identify a suitable location within the Property for horticulture use and development. An aerial vicinity map is provided to indicate the area of interest for lease.

CBS, through this Request for Proposals (RFP), is seeking qualified organizations (“Proposers”) who are interested in leasing the Property for horticultural purposes. CBS intends to select one Proposer to which a lease will be awarded subject to approval by the CBS Assembly, but may consider selecting more than one Proposer and reserves the right to not select any proposals received from this RFP.

It is the intent of the CBS Assembly to make this municipally owned Property available for horticultural use that benefits the community of Sitka, namely, but not exclusively, a community garden, and contributes to Action 1.5 of the Sitka 2022-2027 Strategic Plan, “Facilitate community partners to develop an action plan that will address the challenges of food security.” The most up-to-date Sitka 2022-2027 Strategic Plan is included in the appendices for reference.

Sitka General Code (SGC) 22.05.750 defines horticulture as the on-site production of plants or their products, including but not limited to gardening and fruit production. It is notable that products such as livestock, poultry, other animals, or the production of animal related products are not included in the definition of horticulture, and are not intended uses of the Property that will be considered under this RFP. Additionally, while a specific type of horticulture, marijuana cultivation is defined separately by SGC 22.05.1000 and is prohibited in the public lands district under SGC Table 22.16.015-5 Manufacturing/Storage Uses. Marijuana cultivation or any marijuana-related activities are not the intended uses of the Property that will be considered under this RFP.

## **B. Property Characteristics**

### **1. General Description & Surrounding Uses**

The area of interest for the lease is located on Jarvis Street, which is a right-of-way maintained by CBS. The property also contains a portion of the CBS Public Services Complex, Animal Shelter, and Solid Waste Transfer Station. The area is relatively flat, and contains wetlands per the U.S. Fish and Wildlife Service National Wetlands Inventory. The property immediate to the north is owned by the Alaska Mental Health Trust, a portion of which is currently being developed by the Sitka Homeless Coalition for their Hítx'i Sáani Community project. Adjacent uses on the opposite side of Jarvis Street include industrial uses, primarily storage facilities.

The selected Proposer(s) will be required to commission a survey of the lease area to be performed by a surveyor licensed in the State of Alaska which will be agreed upon between the selected Proposer(s) and CBS prior to execution of the lease documentation. The survey will be completed at the sole expense of the selected Proposer(s).

### **2. Utilities & Construction**

Municipal water, sewer, and electric services (together, “utility services”) are available in the vicinity; the selected Proposer(s) will need to install utility service connections to the leased property as necessary to support their proposed development. Proposers should include the expected size of utility services required for their development in their response.

Development of this land may increase stormwater runoff onto properties downstream. The selected Proposer(s) for this property will be required to adhere to CBS Stormwater Design Standards and complete a comprehensive hydrology study completed by a State of Alaska licensed Civil Engineer and accepted by the CBS Department of Public Works. The selected Proposer(s) for this property may also be required to complete a Storm Water Pollution Prevention Plan and/or Storm Water Treatment Plan.

Obtaining all necessary geotechnical information and applicable permits during planning, design, and construction shall be the sole responsibility of the selected Proposer(s).

### **3. Wetlands**

There are mapped wetlands in the area identified by the U.S. Fish and Wildlife Service as freshwater forested/shrub wetland; the selected Proposer(s) will need to contact the Army Corps of Engineers to definitively determine wetlands delineation in the area, and for information regarding regulatory requirements for development in the wetlands. A map of known wetlands is available in the Appendices and provided as informational only. CBS makes no representations, determinations, or waivers of wetlands in the area and/or regulatory requirements for development of wetlands in this area.

### **4. Zoning**

The property is zoned as P – public lands district. Excerpts of applicable sections of the zoning code (Title 22 of the Sitka General Code) related to the public lands district and horticulture are included in the appendices. Proposals are expected to conform to the requirements of Title 22.

Of note, SGC Table 22.16.015-6 Retail and Business Uses identifies that, “Horticulture and related structures” are an allowable use in the public lands district. While not defined in Title 22, expected structures related to horticulture include, but are not limited to, storage or tool sheds, or a greenhouse or other indoor growing facilities. A restroom facility would be a permitted, accessory use under Table 22.16.016-1 Accessory Uses. Additionally, “Agricultural product sales” are a prohibited use in the public lands district as found in Table 22.16.015-6.

Table 22.20-1 Development Standards lists the minimum setback distances and maximum height allowable in each zoning district, including the public lands district. SGC 22.20.040 and 22.20.070 together allow for fences to be placed on any portion of a lot subject to height limitations and requirements limiting visibility obstruction. Fences may be no greater than twenty feet in height in the public lands district.

### **C. Lease Term Structure**

CBS anticipates that the lease agreement, if awarded, will be structured with the following terms. Authorized/required activities are included as examples; they are not necessarily exhaustive or final.

#### **1. Initial Term - Three years**

Authorized/required activities during this term include:

- An approved US Army Corps of Engineers (USACE) permit and/or proof that the development plans meet USACE regulations.
- A comprehensive, engineered drainage plan approved by CBS.
- If required, a Storm Water Pollution Prevention Plan and/or Storm Water Treatment Plan approved by CBS.
- A site remediation plan for project end of life approved by CBS.
- Site policies that address site use, security, wildlife attractants, pest and odor control, use of fertilizers, and use of pesticides approved by CBS.
- A final site plan approved by the CBS Planning Commission.
- Approved grading, foundation, building, and utility connection permits (as applicable) from CBS.
- Identification and successful completion of any other regulatory/permitting requirements.
- Proof of funds sufficient to complete project development.

#### **2. First Renewal Term - Two years**

CBS will grant the first renewal term if all identified activities were completed in the initial term and the lessee has remained compliant with all other lease requirements. Authorized/required activities during this term include:

- Site preparation and grading
- Building and construction
- Site operation

3. Successive Renewal Terms – Five terms, Five years each

CBS will grant up to five successive renewal terms, five years in duration each, for a total lease term of thirty years if the lessee has remained compliant with all lease requirements including submission of a report to CBS at the end of each term to potentially include information such as the ongoing use and upkeep of the property, additional development proposed for the next renewal term, observed/documented community benefits, and crop yields.

**D. Requirements for Proposals**

Proposers must include the following information arranged in this order in response to the RFP:

1. Cover Page (One page maximum)
  - a. Statement indicating response to CBS Request for Proposals for Jarvis Street Horticulture Site
  - b. RFP due date and time
  - c. Proposer name (and logo(s) if desired)
  - d. Acknowledged receipt of all RFP addenda (if any)
  - e. Other information/graphics as desired
2. Experience and Qualifications (Three page maximum)
  - a. Narrative statement of qualifications of your firm(s) or organization(s) and key consultants/contractors to be engaged, if applicable.
  - b. Qualifications of project manager(s) for construction/development and operations.
  - c. Statement of Proposer's applicable experience, and a list of projects previously completed of a similar nature including a construction cost (if applicable) and start/completion dates for each project.
  - d. Submit an organizational chart showing a designated project manager and staff, including consultants/contractors, if known. Separate organizational charts may be submitted for project construction/development and project operations if different.
3. Development Plan (Four page maximum)
  - a. Narrative description of the proposed development.
  - b. Development plan including project schedule with key tasks and milestones, estimated project cost, and availability/source(s) of funding.
  - c. A detailed site plan including approximate dimensions of proposed lease lot and proposed layout of lease lot including buildings, other structures/improvements, fencing/gating, parking, signage, and any other notable features.
  - d. Expected size of utility services needed. Size of water/wastewater utility services should be stated as the type and number of expected fixtures (i.e. sinks, toilets, hose bibs, etc.). Size of electric service should be stated in amps.
  - e. Statement of whether authorized/required activities identified in sections C(1) and (2) are realistic and achievable; if not, how should the terms be restructured?

4. Operating Plan (Three page maximum)
  - a. Narrative description of operating plan and proposed management structure.
  - b. Proposed strategies for managing site use and security, managing potential wildlife attractants, pest and odor management, use of fertilizers, and use of pesticides.
  - c. Financial viability of operations to include expected annual revenues and expenses.
  - d. Contingencies for site remediation at the end of project life.
  
5. Community Benefits (Two page maximum)
  - a. Narrative description of expected community benefits.
  - b. Project contribution to Strategic Plan goal of addressing food security challenges.

Responses are limited to the page maximums listed above. Margins will be one inch, all pages will be 8 ½” x 11”, and font size shall be no less than 11 point. Page margin and size requirements are waived for the site plan required for submittal under section D(3)(c) above.

### **E. Evaluation and Scoring**

Responses to this RFP will be evaluated and scored by a CBS appointed Selection Committee based on the following criteria (100 points total):

| Scoring Criteria            | Description   | Maximum Points |
|-----------------------------|---|----------------|
| Experience & Qualifications | Experience and qualifications to successfully complete and operate the project                                    | 20             |
| Development Plan            | Quality, clarity, comprehensiveness, and feasibility of development plan  | 20             |
| Operating Plan              | Quality, clarity, comprehensiveness, and feasibility of operating plan  | 20             |
| Financial Viability         | Demonstrated financial feasibility of development and operations  | 20             |
| Community Benefit           | Breadth and depth of community benefits, contribution towards addressing the community’s food security challenges | 20             |

CBS reserves the right to conduct interviews, require the submittal of additional detailed information, and/or ask questions specific to individual proposers to assist in scoring responses to this RFP. The Selection Committee will make recommendations to the Assembly based on its evaluation of the RFP responses.

## **F. Post Evaluation**

CBS has not, as of the date of the preparation of this RFP, established a review timetable. Post evaluation, CBS anticipates the following review and approval process:

1. Preliminary proposal selection
2. Preliminary negotiation of lease terms
3. Presentation of Selection Committee recommendations to the CBS Assembly, and CBS Assembly direction to proceed with preparation of a lease based on negotiated terms
4. Preparation of lease agreement and ordinance authorizing lease
5. Assembly passage of ordinance authorizing lease
6. Execution of lease agreement

## **G. Submissions and Inquiries**

**Proposals must be received by 2:00:00 P.M. AKST, Thursday, August 22, 2024.**

Proposals may be submitted:

- Through Bid Express (access via <https://www.cityofsitka.com/bids-rfps>)
- OR
- Hand delivered or mailed to:

City and Borough of Sitka  
Attn: Municipal Clerk  
100 Lincoln Street  
Sitka, Alaska 99835

The exterior of packaging, containing the proposals, shall be clearly marked:

**Jarvis Street Horticulture Site RFP.**

Proposers must acknowledge receipt of all addenda – see section D(1)(d). It is the responsibility of Proposers to regularly check the website for addenda to the RFP.

Prior to the submittal, inquiries may be directed to Amy Ainslie, Planning & Community Development Director, City and Borough of Sitka at [amy.ainslie@cityofsitka.org](mailto:amy.ainslie@cityofsitka.org). While phone inquiries can be made to (907) 747-1814, emails are requested to allow for tracking of potential questions.

*The CBS reserves the right to modify this RFP at any time. CBS further reserves the right to evaluate the proposals in any manner CBS deems appropriate.*

*CBS reserves the right to accept or reject any and/or all proposals, to waive irregularities or informalities in the proposals, and to negotiate a contract with the proposer that best meets the selection criteria. Authorization of all municipal land disposals, including leases, are entirely at the discretion of the CBS Assembly. While it is the intent of CBS to proceed with a lease of the property, nothing in this RFP should be construed as a commitment, guarantee, or promise on the part of CBS. All expenses, whether financial or otherwise, borne by Proposers in developing a response to this RFP are taken at the sole risk and cost of the Proposer.*

*The materials provided in this RFP and appendices are provided for informational purposes only. Potential proposers shall take responsibility for independently verifying all information. Any lease of the land will be in the condition “as is”. Any lessee will assume the entire risk as to the quality and suitability of the land for their intended purpose(s).*

*All Proposals received by CBS in response to this RFP are deemed property of CBS and are subject to the Public Records Acts following evaluation and preliminary proposal selection. CBS, or any of its agents, representatives, employees, or consultants shall not be liable to the Proposer or individual participating in a Proposal, as a result of the disclosure of all or a portion of a Proposal under this RFP. Any information contained in a Proposal which the Proposer believes constitutes proprietary or confidential, exempting the information from any Public Record disclosure, shall be clearly designated. Blanket designations shall not be accepted.*

## **H. Appendices**

- A. Aerial vicinity map
- B. Known wetlands mapping
- C. Survey Document: Tract 4-B, ASLS 81-21
- D. Excerpts from Sitka General Code Title 22, Zoning
- E. Sitka 2022-2027 Strategic Plan, Revised March 2024



# **Response to the City and Borough of Sitka, Alaska**

## **Jarvis Street Horticulture Site RFP**

Submission due by 2:00 P.M. AKST, Thursday, August 22, 2024

**Submitted by:**

**Sitka Local Foods Network and Transition Sitka**

**dba**

**Sitka Community Gardens**



**Contact: Joel Hanson, Project Manager**

**[sitkajoel@gmail.com](mailto:sitkajoel@gmail.com) email**

**(907) 747-9834 phone**

**(907) 738-1033 mobile**

# 1. Experience and Qualifications

## Organization and key consultant/contractor qualifications

**Sitka Local Foods Network (SLFN)** is a 501(c)(3) nonprofit that was founded in 2008 by participants in that year's Sitka Health Summit. The group recognized the need for a new organization that could focus on two initiatives: 1) coordinating seasonal Sitka Farmers Market events, and 2) designing and developing a community greenhouse.

The first initiative has been an unqualified success with SLFN hosting its seventeenth market season this year. Detailed designs for a community greenhouse were drafted in 2014, but finding suitable locations for development have not yet been successful.

SLFN has expanded its activities beyond the original initiatives, organizing other numerous projects aimed at enhancing the production and distribution of local foods. Perhaps the most notable has been the development of St. Peter's Fellowship Farm, a communal cooperative garden located behind Saint Peter's by the Sea Episcopal Church on Lincoln Street. The farm has operated for 16 years and is now producing at capacity. Organically grown fruits and vegetables are available for purchase at the Sitka Farmers Market.

**Transition Sitka (TS)** founders began meeting in late 2021 when members of the Sitka Chapter of Citizens Climate Lobby decided to apply some of their energies toward addressing climate and sustainability issues at the local level in Sitka. TS is loosely aligned with the Transition Town movement which is dedicated to working for a low-carbon, socially just future with greater local food security and economic self-reliance. TS has adopted two initial goals for its work: 1) to help Sitka reduce its current reliance on fossil fuels, and 2) to enhance Sitka's food security.

Like SLFN, TS is recognized as a tax-exempt entity under IRS Section 501(c)(3). Its activities since its formation have included organizing two large public events showcasing local energy efficiency opportunities. It has also partnered with SLFN to fund and provide oversight for a second edition of the Sitka Community Food Assessment, due for release later this year.

TS and SLFN ("Proposers") are now also collaborating in the development of this project, doing business jointly as **Sitka Community Gardens (SCG)**. If this proposal is selected and a lease agreement executed, an SCG Steering Committee will be assembled to help guide the Jarvis project's development to completion, and to assume subsequent management responsibilities through a phase-in process once the garden is operational. The Committee will be composed of TS and SLFN representatives, plus community members who have horticultural interests and other expertise.

The RFP includes a list of requirements that must be met within specific times. The Proposers will be responsible for conducting fundraising and financial accounting, as well as for providing project liability coverage during the first and second lease periods outlined in the RFP. Both TS and SLFN have demonstrated their capabilities in these areas. Beyond the first five years, it is expected that SCG will assume these responsibilities. Information on the structure and function of SCG is covered later in the Operating Plan section of this proposal.

**Key consultants/contractors:** In-principal agreements have been negotiated with two firms to provide some of the services required to be completed during the Initial Term as detailed in the RFP. These are: 1) the civil engineering firm **proHNS** in Juneau, and; 2) the planning firm **Anderson Land Planning** in Sitka. Both are highly experienced. Suitably qualified and bonded local contractors will be hired as

needed to provide lot clearing, excavation, haulage, grading, utility tie-in and building construction services as required by code and/or lease terms.

**Project Manager qualifications**

Joel Hanson is the Project Manager. He is a retired US Coast Guard licensed ship captain with extensive experience in the operations and maintenance of various commercial fishing vessels and passenger vessels up to 160'. He has several years of Operations Manager experience working for a multi-million-dollar ecotour cruise business between 1996 and 2017.

He is a 24-year resident of Sitka, moving here from Wrangell Island where he resided with his wife and son on a 2-acre Alaska State Land Lottery parcel. Here he gained experience clearing property, building a home and outbuildings, and establishing a large garden. Currently, he grows tomatoes and zucchini in his greenhouse and cultivates a wide variety of leafy greens, root vegetables, fruits and legumes in a small kitchen garden. He is a lifelong advocate for fish and wildlife protection and will ensure that the Jarvis Street project is developed and operated in a manner that is minimally disruptive to the environment and wildlife.

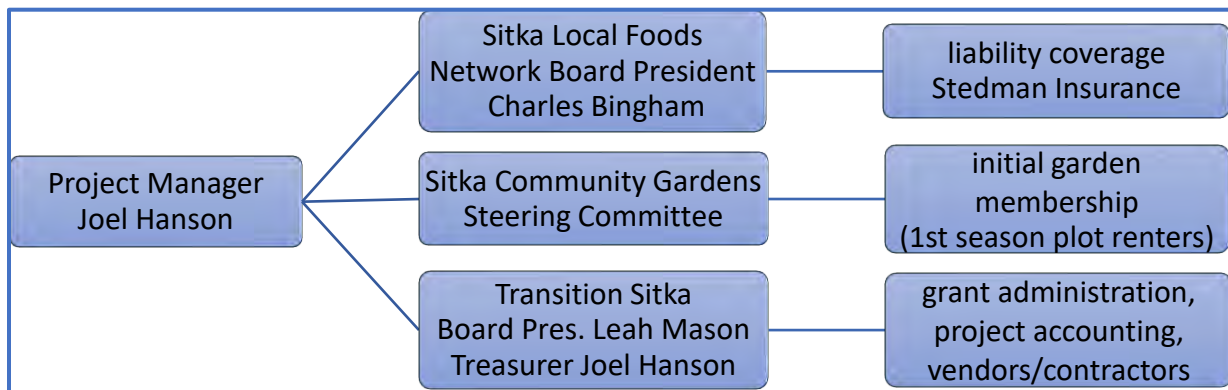
**Proposers' applicable experience**

Sitka Local Foods Network's applicable experience is the development and operation of St. Peter's Fellowship Farm over the past 16 years. The farmsite was generously donated for this purpose, but costs have been borne largely by SLFN. This includes the purchase of two high tunnel structures (a third was donated) plus a garden shed and framing lumber for numerous raised beds. To date, these costs have amounted to more than \$20,000. SLFN also supports the farm's operations by seasonally employing contract gardening labor. Master Gardener Laura Schmidt has served as Lead Gardener for the last 12 years. SLFN also underwrites the purchase of seeds, garden tools and other necessary materials for the project. Ongoing labor and materials expenses accruing to SLFN for farm operations amount to between \$8,000 and \$10,000 per year.

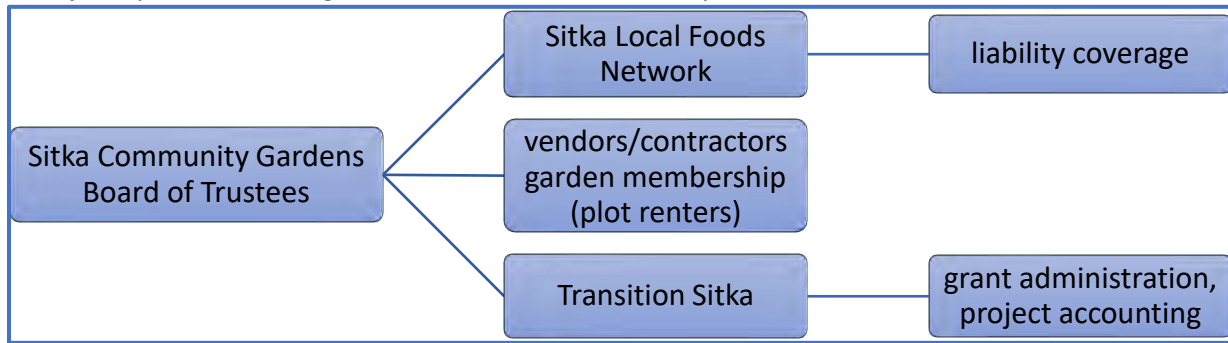
Transition Sitka's applicable experience is in community outreach. Also, several members of TS are active gardeners. Lisa Sadleir-Hart has operated a home horticulture business called Anam Cara Family Garden since 2015. She and her husband, Tom, offer a community supported garden box program that provides shareholders with regular deliveries of fresh organically grown produce. They also distribute a variety of transplantable potted seedling starts out of their greenhouse in spring.

**Organizational charts**

1: Project development & construction through launch of operations



2: Project operations through First Renewal Term (first five years)



3: Project operations beyond First Renewal Term (after five years) will be organized by SCG Trustees and garden members. At this time, it is expected that SGC will function independently either as an incorporated or unincorporated nonprofit entity observing cooperative business principles.

To summarize the three proposed organizational structures above: the objective is to use the existing capacities of SLFN and TS to develop the ability of SCG to operate and manage the Jarvis Street Community Garden largely on its own after a phase-in period, initially through an SCG Steering Committee and later through a Board of Trustees elected by members of the cooperative.

## 2. Development Plan

### Development Plan narrative description

The proposed development is ½-acre. The entire site will be cleared of vegetative overburden, but only about 12% will be excavated and hardened. Garden plots will “float” atop the existing natural substrate. The site will include 45 standard 10’ by 20’ garden plots and two 3’ by 20’ by 24” high ADA accessible raised beds. It will also include approximately 22 standard 2’ by 8’ raised beds along the perimeter fence for climbing or tall plants. A hardened work area accessible to vehicles will be provided where deliveries of locally excavated soil may be staged and screened, or where quantities of lumber, commercial compost and other soil amendments may be temporarily stockpiled. Off-street parking for 7 vehicles will be provided outside the fenced garden perimeter, with some additional overflow parking space available at the drive-in entrance gate or inside the fenced perimeter in the garden work area.

The site will be fully fenced and gated. The fencing will be galvanized steel wire mesh, 6’ high, welded or fixed knot, and of suitable gauge for affixing to 8’ or 10’ steel “T”-stakes spaced at about 10’ intervals. Two or three strands of electric fence wire will be affixed to the outside of the t-stakes to further discourage bear intrusion, except no electric fencing will be used in the parking area where there may be risk of accidental contact. Appropriate warning signage will be posted for safety. One 5’ wide walk-in gate and one 12’ wide drive-in gate will be provided. The walk-in gate will be fitted with a programmable keypad lock.

Structures will be few and relatively small. A 10’ by 16’ garden shed will provide storage for bulky items like wheelbarrows, hand tools and materials that need to be kept out of the weather. A 15’ by 20’ open-sided covered area will provide shelter and dry workspace for gardeners. A single-stall unisex ADA accessible restroom with attached utility/mechanical room for housing an electrical panel and related equipment will be constructed. The shelter, restroom and utility/mechanical room may or may not share a common roof, depending on final design.

## **Development plan**

Proposers intend to work quickly to complete the required activities listed in Section C(1) of the RFP. However, the development schedule will depend on final contract terms, execution timing, and funding.

The Proposers' highest priority development objective is to prepare as many garden plots for use as possible, as soon as possible. We're hopeful, therefore, that permits authorizing site clearing, fencing and garden plot layout can be provided while design plans are finalized and permits approved for other elements of the project such as excavating and grading for parking, as well as for constructing ancillary garden structures.

In very general terms, our hoped-for project schedule would allow us to begin clearing this fall and winter, develop parking spaces and construct two or three demonstration garden plots in spring 2025, carry out much of the essential garden plot development work over summer and fall, and begin leasing a majority of plots in spring 2026. Meanwhile, progress on remaining tasks may proceed as funding allows.

Proposed project schedule:

### **Immediately upon execution of lease agreement**

Task 1: Begin recruitment for volunteer labor to assist with all aspects of project development. This task will be designed to engage individuals and families as much as possible, potentially boosting interest in plot rentals upon project completion.

Task 2: With volunteer labor, clear property of trash, scrap metal, etc. Cost estimated at \$300.

Task 3: Contract civil engineering firm proHNS to prepare and submit to CBS for approval a comprehensive Drainage Plan and, if required, a Storm Water Pollution Prevention Plan and/or Storm Water Treatment Plan. Per Lucas Chambers at proHNS, cost estimated at \$3K to \$5K.

Task 4: Contract planning firm Anderson Land Planning to prepare and submit to CBS for approval a Final Site Plan. Preliminary work on this Plan has already begun with input from former CBS City Engineer Dan Jones. Per Monique Anderson, cost estimated at \$3.5K.

Task 5: Prepare and submit to CBS for approval a Site Remediation Plan and other planning and policy documents required by CBS before allowing work to commence on land clearing and perimeter fence installation. This task will be performed in-house.

### **Within 6 months after execution of lease agreement**

Task 6: Using volunteer labor and/or contractor services, build or otherwise place onsite two small temporary structures (storage shed and portable toilet) for use during project construction. Cost estimated at \$3,000.

Task 7: Using volunteer labor as much as possible, begin clearing site of vegetative overburden starting with fence line clearing. Stage chipped/shredded materials for later use in pathways and garden beds. This task will seek to treat the site's native substrate in garden plot areas with as light a touch as possible by avoiding the use of heavy equipment except where necessary. Such treatment conforms to the project's October 26, 2023 US Army Corps of Engineers permit conditions. Equipment costs (primarily hand tools) estimated at \$2K. Absolute Tree Care LLC or other contractors may provide tree removal and chipping services. Estimated cost at \$7K.

Task 8: Purchase and, using volunteer labor, install 650 linear feet of 6'-high deer fence and up to 80 fence posts, plus two gates. Cost including shipping estimated at \$6K.

Within 1 year after execution of lease agreement

Task 9: Prepare and submit to CBS for approval all planning documents required for excavation, grading, foundation work, building construction, and utility connections. Cost estimated at \$3K.

Task 10: Hire contractors and/or rent equipment and employ volunteer labor to begin excavating, filling and hardening an area of approximately 5,000 ft<sup>2</sup> at north end of project site to provide for off-street parking and for drive-in access to work area and structures. Per licensed contractor Del Co. LLC, cost estimated at \$125K. Per licensed contractor Affordable Grading & Excavation with offer to donate excavation labor and equipment but not haulage and rock, cost estimated at \$42K.

Task 11: Begin acquisition and onsite staging of quantities of purchased and/or donated bulk garden materials including topsoil, compost, mulch and raised-bed framing lumber. The objective is to accumulate enough growing medium and bed-building materials to prepare a substantial number of plots for use beginning in spring of 2026. Labor and materials cost estimated at \$30K.

Task 12: Hire contractors to tie into and bring onsite nearby municipal water and sewer services, and provide stub-outs at property entry points. Labor and materials costs estimated at \$23K.

Task 13: Employ volunteer labor to lay out garden plots and walkways.

Task 14: Employ a combination of volunteer and contract labor to install water distribution system per Final Site Plan. Labor and materials cost estimated at \$1.5K.

Within 2 years after execution of lease agreement

Task 15: Hire electrical contractor to install service main, meter and temporary service panel onsite for use during construction of planned structures. Labor and materials cost estimated at \$4K.

Task 16: Purchase materials and employ volunteers or use contractors to construct storage shed per Final Site Plan. Labor and materials cost estimated at \$8K.

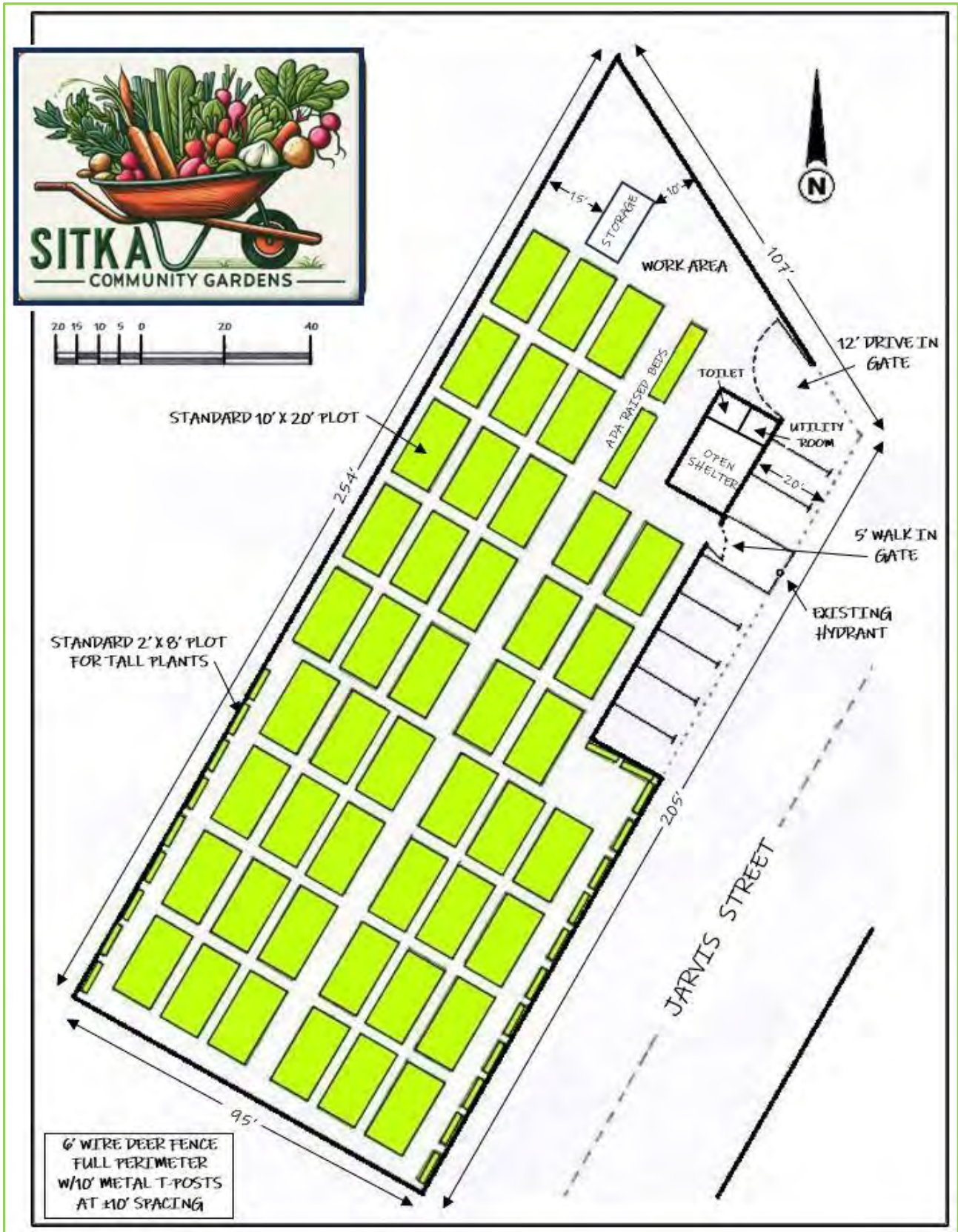
Task 17: Hire contractors to submit to CBS for approval design details for a permanent toilet facility and adjoining utility/mechanical room per Final Site Plan, and proceed with construction. Labor and materials cost estimated at \$40K.

Within 3 years after execution of lease agreement

Task 18: Hire contractors to submit to CBS for approval design details for an open-sided shelter per Final Site Plan and proceed with construction. Labor and materials cost estimated at \$22K.

Grants and donations will be the project's primary sources of development funding. So far, Proposers have successfully raised \$10K from the Alaska Community Foundation, \$2.5K from the Sitka Alaska Permanent Charitable Trust, \$1.5K through the Sitka Food Business Innovation Contest, \$2.4K through online crowdfunding via SeedMoney, and \$1.5K from a Sitka Health Summit Coalition grant. Proposers anticipate receiving award announcements over coming months in response to applications to other funders, including \$5K from the AgWest Rural Community Grant program, \$10K from the Alaska Division of Agriculture Microgrants for Food Security program, and \$20K from the 2024 Lots of Compassion Grant program offered by KidsGardening. A Rasmuson Foundation Tier 1 Grant application for \$35K will be submitted immediately upon this proposal's selection.

Detailed site plan



### **Utility service needs**

The garden will operate seasonally, from March 1 to October 31. It is hoped that lease contract provisions for utility services may take this into consideration and allow for a negotiated solution. The cost of providing year-round municipal sewer, water and electricity may be more than what the project can reasonably support with a negligible, primarily plot rental-based, revenue stream.

The restroom will be equipped with one toilet and one sink, so a 4" diameter sewer pipe will suffice.

Dan Jones has recommended a 2" IPS HDPE SDR11 water service connection be installed. Water will be distributed to an array of 5 garden watering risers equipped with ¾" outdoor hose bibs on posts, and also to the rest room/utility room structure which may also be fitted with an outdoor hose bib.

Electrical service will be 60 amps. The project is expected to have minimal electrical energy needs over a normal operating season. It is presently not known whether a seasonal electrical utility rate structure for the project may be allowed. If not, Proposers may opt for installing a solar system with battery storage and inverter once the construction phase is completed, thus substituting this system for that of a metered electrical supply from Sitka's grid.

### **Lease term structure feasibility assessment**

Several project pre-development requirements listed in the RFP have already been fully met, needing only CBS review and approval. These include a stamped survey of the proposed lease area conducted by North 57 Land Surveying and a USACE authorization to discharge into wetlands for the purpose of constructing a community garden. Also, much of the policy work addressing site use, security, etc. has already been prepared.

The Lease Term Structures identified in sections C(1) and C(2) appear to be realistic and achievable with one possible adjustment. If Proposers determine that "[p]roof of funds sufficient to complete project development" cannot be provided to CBS as required by the end of the Initial Term *for the project as it is described in the Final Site Plan*, then Proposers should be given the opportunity to either modify the Plan (with CBS approval) or receive a time-definite deadline extension. To some extent, the Final Site Plan will be aspirational in nature, thus projected costs may be reduced substantially by simply modifying it.

## **3. Operating Plan**

### **Operating Plan narrative description**

The proposed Jarvis Street Community Garden operating procedures will closely mirror those established by the Juneau Community Garden Association for managing their garden site in the Mendenhall Valley, called the Juneau Community Garden. That garden is managed as a small business cooperative where active gardeners automatically become cooperative members. The Juneau Community Garden has been operating successfully in this manner on municipal lands for more than 20 years. Importantly, they have done so without imposing a financial burden on the city. Proposers expect the Jarvis Garden can have similar success.

As indicated in Section 1 of this proposal where SCG's organizational structure was introduced, Proposers intend to use a phased strategy in the assignment of responsibilities to the SCG Steering Committee. During the winter preceding the initial garden opening, the Steering Committee will review and revise the proposed operating procedures as necessary to ensure members' full understanding and common



agreement on all policies and procedures. In subsequent operating seasons, the SCG membership, through the organization’s Board of Trustees and appointed committees, will assume these responsibilities.

The proposed Operating Plan is as follows:

*—Plot rental application and approval process*

Applications are open to all year-round or seasonal Sitka residents and to public service or non-profit entities. Applications submitted by entities require that an individual Sitka resident (full-time or seasonal) be identified as ‘agent’ who will then be held responsible for the entity’s compliance with all SCG rules and conditions.

All applicants including returning gardeners are required to apply during the application window of November 1<sup>st</sup> to January 31<sup>st</sup>. Applications are reviewed in early February by the SCG Membership Committee (or the SCG Steering Committee prior to the first season of operations) and are scored on a simple scale to ensure fair consideration of need. Successful applicants are assigned garden space(s) and notified. A Membership Agreement form must be signed and returned with fee payment.

*—Garden space assignment process*

New and lapsed members are assigned one randomly selected standard garden plot. Returning members in good standing are awarded their prior season garden space(s) unless a change is requested. If space is available, returning gardeners are eligible for selecting up to two standard garden plots plus one standard vertical garden bed for climbing or tall plants. This method of allowing for some flexibility in the assignment process is intended to provide gardeners with incentives for good gardening performance from year to year, and to ensure maximum utilization of the entire garden site.

*—Fees, service hours, fee alternatives*

Outlined in the table below is the proposed fee and service hour schedule:

| <b>Garden Space Type</b>              | <b>Fee + Service Hours</b>        |
|---------------------------------------|-----------------------------------|
| Standard 10’ by 20’ plot              | \$45 + minimum 6 hours of service |
| Standard 2’ by 8’ vertical garden bed | \$10 + minimum 2 hours of service |

All members are required to perform service hours in order to benefit the garden site and surroundings as a whole. Regular maintenance on a member’s garden space, on walkways/aisles between spaces, or on another member’s space DO NOT count toward the performance of service hours. All service hours must be coordinated with and approved by a Senior Gardener. Work parties will be periodically announced and held. Only members with assigned garden space(s) may be given credit for performing service hours. A member’s partner or friend is welcome to contribute their help, but their time doesn’t count toward service hour credit.

If a member is unable to pay a full fee, (s)he can increase their service hours to “equal” the fee at a rate of one service hour per \$10. Members are urged to pay the fee if at all possible as funds are always needed for operations and maintenance.

Approved service hours must be reported online, where they will be tallied and posted for reference on the SCG website’s service hour logbook page. If a member has no internet access or abilities, they must coordinate with a member who does have such access and ability in order to ensure proper reporting.

*—Garden space maintenance*

The following rules are intended to ensure proper garden space maintenance:

1. Members who wish to share the upkeep responsibilities of maintaining their garden space(s) with someone else may list a 'partner' on their application. However, members are ultimately responsible for their garden space(s), not their partners or other helpers.
2. In order to prevent shading of neighboring garden spaces, low profile permanent and seasonal structures such as row cover hoops or frames may be erected as long as the total height of such structures plus contained vegetation remains less than four (4) feet above adjacent average walkway levels. The height limit for vertical garden beds (including both trellising structures and vegetation) is eight (8) feet above walkway level. Variances may be permitted where shading is not a concern.
3. Rocks, sheet metal, untreated lumber, logs, cinderblocks or other similar materials may be placed along garden space perimeters, but should not be allowed to 'creep' into walkway or aisle spaces.
4. Members are responsible for weeding and mowing walkways and aisles adjacent to their garden spaces.
5. Composting is encouraged, and members are allowed to keep one (1) compost barrel, tumbler, or other such portable enclosable bin onsite per assigned garden plot. Gardeners may not bring material from outside sources to put in a compost bin other than clean additives intended to aid the composting process. Rodent-attractive materials such as meats, kitchen garbage scraps and processed starches like bread are not considered clean additives.
6. Members must follow organic gardening practices. For the health and safety of all gardeners and visitors, **the use of non-organic pesticides, herbicides, or fertilizers is prohibited in and around garden sites. Treated or painted lumber may not be used** in the construction of raised beds, trellises or other structures.
7. During, and especially at the end of the growing season, members must keep their spaces orderly. Garden spaces should be put to bed for the winter by October 31<sup>st</sup>. Water service is turned off and hoses placed in storage between November 1<sup>st</sup> and April 1<sup>st</sup>.

### **Key proposed management policies**

*Pets*—Dogs (including assistance dogs) brought onto the garden site must be kept on a leash, under strict control at all times, and cleaned up after. Pets that are unduly loud, rambunctious or aggressive are not welcome.

*Gated access*—Only members and members' partners (those individuals listed on a Membership Application form) are provided with gate access codes. Notwithstanding this safety and security precaution, public access is allowed and encouraged when members are on site. Gates should be kept open during these times but closed when the last remaining garden member or partner leaves.

*Liability*—By signing the Membership Agreement form, members acknowledge that gardening may carry certain risks of personal injury for which SCG cannot be reasonably held responsible. As a "project" of TS and SLFN, general liability insurance coverage for the Jarvis Garden will be provided. As a future stand-alone entity, SCG will provide its own coverage.

*Rules for the unruly*—Breaking or deliberately overstretching rules may be cause for temporary suspension of SCG membership and seasonal forfeiture of garden space assignment(s.) Willful violations after due warning are cause for eviction and permanent suspension.

*Policy statement on non-discrimination, anti-harassment and child abuse*—The following behaviors will not be tolerated when interacting with fellow gardeners and others: Displays that promote, foster or perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation. Abuse of any type against a minor will be noted and reported to civil authorities.

### **Financial viability**

Two standard garden plots will be allocated to charitable organizations without charge, as will the two ADA accessible raised beds. However, business or private sponsorships for these “community benefit allotments” is expected to fully compensate. The potential annual revenue, therefore, from renting all garden spaces at the rates proposed in this Section amounts to \$2,245. Additional revenue may be generated from membership donations of surplus garden produce to SCG for sale at Sitka Farmers Markets. Such sales income is difficult to estimate, but may amount to \$1,000 over a good growing season. Unless a CBS ordinance can be passed authorizing certain conditional community garden-specific uses within the public lands district, agricultural product sales at the garden site will not be allowed.

Periodic scheduled events such as an annual fair can also generate revenue. Juneau’s 2023 Harvest Fair, for instance, generated \$2,000 in revenues from entry fees for “best in category” competitions for everything from most productive garden plot to biggest rutabaga. The entire community participates in this event, with private parties bringing flower displays and vegetables from their own home gardens to enter into the competition to win ribbon awards from panels of judges. A Harvest Fair event in Sitka at the Jarvis Garden could raise a smaller, but still significant, amount.

Annual donations from individuals and sponsors are expected to contribute an additional \$2,000 or more per year.

The annual cost of leasing the site from CBS is expected to be nominal, as are the annual costs of labor for site maintenance due to the SCG membership’s obligation to perform service hours. But the annual costs of utilities could be substantial unless terms can be agreed upon for seasonal rates. Without such accommodation, services for sewer, water and electricity could amount to as much as \$4,000 per year depending on the amount of electricity and/or water usage.

### **Remediation**

Site remediation needs and costs are expected to be minor due to the fact that expected land changes will be superficial. Trees can be replanted in areas that were previously tree covered. Remaining areas can be simply left to regenerate vegetative cover naturally once perimeter fencing and structures are removed. The demolition, clean-up, disposal and remediation process may take, at most, a few days to complete. If carried out by contractors rather than SCG members and volunteers, such work is expected to cost no more than a few thousand dollars.

## **4. Community Benefits**

### **Benefits narrative description**

The community benefits of well-organized and operated community gardens are firmly established in academic urban planning literature. Countless studies indicate that improvements can be realized in social cohesion, civic involvement, neighborhood galvanization, physical wellbeing and dietary health.

Community gardens can be a source of pride for participants, and an object of appreciation or recreational enjoyment for visitors. They can enhance a community’s economic and environmental resiliency. They can teach us about plants, their care, and our personal connection to them.

Some metrics for measuring benefits can be quantitative and data based (i.e., pounds of produce harvested, shared, distributed) while others can be more qualitative and subjective. Assessing the benefits of the project might be easily done by simply questioning users and visitors: Do you enjoy the

garden? Or more complex assessments may be obtained by using surveys, feedback boxes or bulletin boards where people can respond to prompts such as: What do you like about the community garden? What should be improved? What programs or activities would you like to see in this space?

Proposers intend to routinely use both quantitative and qualitative means to assess project benefits, and will share assessment results with the community at-large. Ideally, a CBS representative will be assigned to the project as liaison, both early in the project's development and later during normal operations. This representative would participate in Steering Committee and Board of Trustees meetings. The city's long-term involvement as an advisor to the project at the management level could be extremely valuable. Since many communities around the country operate their community gardens under the aegis of their parks departments, perhaps a representative from Sitka's Department of Parks and Recreation may be made available. Such an association may be particularly helpful in developing and scheduling future recreational or educational garden programs.

Despite the many known community benefits and the very best efforts of those who promote and develop garden projects, sometimes community gardens fail. But as is the case with many other undertakings, an economy of scale can make a big difference to a garden's success. The Jarvis Street Community Garden proposal is designed to be of a size that should allow it to be self-supporting over time. And, logically, one of the Proposers' reasons for wanting to pursue the development of additional sites in future, is to further enhance SCG's economy of scale. Many additional community benefits may be realized if SCG could boast of a half-dozen neighborhood community gardens located strategically from one end of Sitka's road system to the other, with small edible landscaping improvements along rights of way in between, all built and managed cooperatively by SCG members and community volunteers.

### **Contribution to Strategic Plan**

The Strategic Plan's community outreach process gathered thousands of comments from community members. These were carefully reviewed and categorized to yield 5 strategic goal areas and 21 recommendations for action. On pages 26 thru 28 of the Plan, a chart is presented providing a matrix of strategic goals and associated actions, with each action followed by a listing of different opportunities available for community members to become engaged. These so-called Community Engagement Notes are essentially suggestions on how to stimulate the recommended action.

Sometimes the Community Engagement Notes for a particular action are brief, or even absent. And sometimes they are extensive. It is revealing that the lines of text in the Notes associated with Action 1.5 pertaining to food security far exceed those of any other recommended action's Notes. They are double those associated with Action 1.4 pertaining to tourism impacts.

Clearly, Sitka residents who participated in the strategic planning outreach process saw many different opportunities for enhancing community food security. The suggestion to "secure land for community gardens" is only one of many, but Proposers contend that it is the most important and readily achievable one.

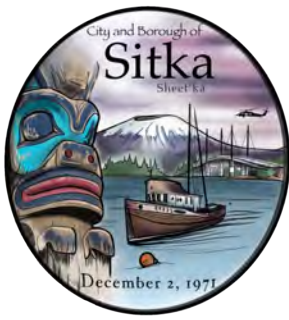
At the very foundation of the concept of food security lies the concept of providing for one's own self. There are only four ways to do so in Sitka: hunting, fishing, gathering, or cultivating. The last one, cultivating, includes any of the various methods of food production that are included in the all-encompassing term agriculture. Certainly, we have other opportunities to improve our food security here through planning strategies, policy development and regional trade agreements. But only by enhancing our ability to provide for ourselves can we achieve a meaningful measure of real security.

One way to consider how much of a potential contribution the Jarvis Garden may play in enhancing food security is to evaluate how much food production it may conceivably provide in case of an extended supply chain disruption. The probability of such a disruption occurring may be low, but the impact would be very high, so it merits consideration.

In case of an emergency, the entire available garden area inside the perimeter fence could readily be reconfigured to produce as much of an easily grown staple food crop, such as potatoes, as possible. Potatoes grow well here and are a staple food in many places around the world. They have been cultivated in and around Sitka since ancient times by the Tlingit people.

According to a 2006 research report by the Alaska Agricultural and Forestry Experiment Station, the potential yield of potatoes from a well-managed ½-acre parcel of land with good southern exposure could be as much as 11 tons. Consumer statistics suggest that with the current annual per capita consumption of fresh potatoes in the United States at 29.3 pounds, the Jarvis Street Community Garden could conceivably be managed to provide 750 Sitka residents with today's average demand for this staple food.

The most important contribution that a community garden can make to food security, however, is through the role it can play in fostering local horticultural innovation, knowledge and experience. There are a few home kitchen gardens in Sitka, but there are many more residences around town with yards that are planted with aesthetics in mind, if they are planted at all. If food prices continue to rise relative to income earnings, which has been the trend now for some time, it is reasonable to expect that kitchen gardens will become much more common. The Jarvis Street Community Garden could become the locus for insights on how residents may best begin food growing projects at home.



# CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT

100 Lincoln Street | Sitka, Alaska 99835

www.cityofsitka.com

planning@cityofsitka.org

907-747-1814

October 9, 2024

**VIA EMAIL**

Joel Hanson  
Project Manager  
Sitka Community Gardens  
sitkajoel@gmail.com

Re: Jarvis Street Horticulture Site Request for Proposals  
NOTICE OF INTENT TO NEGOTIATE

Dear Mr. Hanson,

Thank you for submitting a Proposal to the City and Borough of Sitka's (CBS) Jarvis Street Horticulture Site Request for Proposals (RFP). After reviewing your Proposal, CBS intends to negotiate the preliminary terms for a lease agreement for the Jarvis Street Horticulture Site with the Sitka Local Foods Network and Transition Sitka, dba Sitka Community Gardens.

The transmittal of these documents constitutes only notice of the CBS' intent to negotiate and does not constitute approval to proceed or a guarantee of contract. The CBS Assembly must approve the lease and its terms.

In order to proceed with negotiating and defining the preliminary terms of the lease for Assembly consideration, CBS is requesting the following information and/or responses:

1. Development Timeline

Section 2 of the Proposal describes the proposed timeline for development; the timeline for certain activities is contrary to the RFP guidance in Section C which describes authorized and required activities during the Initial Term of the lease. In particular, the Proposal identifies the following items that are inconsistent with RFP guidance:

- Task 6 – placement of a storage shed and portable toilet on the site within six (6) months of lease agreement execution
- Task 7 – clearing the site of vegetative overburden within six (6) months after lease agreement execution
- Task 10: Excavation, fill, and surface hardening of approximately 5,000 square feet of the site for a driveway and parking within one (1) year after lease agreement execution

- Task 11: Onsite staging of materials within one (1) year after lease agreement execution
- Task 12: Installation of utility services within one (1) year after lease agreement execution
- Task 13: Laying out garden plots and walkways within one (1) year of lease agreement execution
- Task 14: Installation of a water distribution system within one (1) year of lease agreement execution

Additionally, while not listed as a specific task, Section 2 of your Proposal also expresses a desire to develop some parking spaces and construct two or three demonstration garden plots within approximately six months of lease agreement execution.

CBS is requesting the following information/response:

- The CBS Assembly's direction as reflected in the RFP (see Section C) was to ensure that all planning, permitting, and proof of funding would be completed prior to authorizing any work on, or alterations to, the site. Any deviation from this guidance would have to be approved by the Assembly.

**Would Sitka Community Gardens like to:**

- A. Alter its development timeline to fit the lease term structure as described in the RFP;**
- B. Propose a shorter time period for the Initial Term; or**
- C. Proceed with Assembly consideration of the development timeline as described in the Proposal?**

## 2. Financial Feasibility

Section 3 of the Proposal describes the expected operating costs for the garden. The operating costs did not appear to include insurance expenses, and it was implied that reduced rates for utilities (and/or cessation of billing in winter months) would be requested. Additionally, your Proposal stated that the annual cost of the leasing the site was expected to be "nominal".

CBS is requesting the following information/responses:

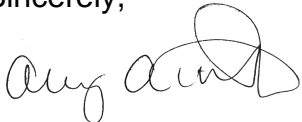
- The common requirement for CBS land leases is for the lessee to have and maintain property damage and comprehensive general liability insurance in the amount of \$1 million dollars (each occurrence)/\$2 million (aggregate), with CBS named as additionally insured and given a waiver of subrogation. Depending on the nature of the lease/lessee, automobile insurance and worker's compensation insurance may also be needed. These insurance requirements are provided as information only; insurance requirements are considered and negotiated on a case-by-case basis for CBS leases and other contracts. **Does the Sitka Community Garden have an estimate of what its insurance expense would be?**

- Any reduced utility rates and/or seasonal cessation of utility billing would need to be approved by the Assembly and included in the lease. **Is the Sitka Community Garden requesting any reductions in utility rates and/or seasonal cessation of utility billing? If so, please respond with the specifics of these requests.**
  - **What is your proposal for the annual lease amount?**
3. USACE Authorization: Section 2 of your Proposal stated that Sitka Community Gardens has already received USACE authorization to discharge into wetlands. **Please provide CBS with a copy of this authorization.**

To reiterate, your responses to these questions and information requests are to facilitate the negotiation of preliminary lease terms for CBS Assembly consideration. No use of the property by Sitka Community Gardens can proceed until the lease agreement is authorized, signed, and fully executed by CBS.

We appreciate your time and interest in the Jarvis Street Horticulture Site and look forward to successful negotiations.

Sincerely,



Amy Ainslie  
Planning & Community Development Director

Cc: Municipal Administrator  
Municipal Attorney  
Municipal Clerk





**Sitka Community Gardens**

Joel Hanson, Project Manager  
417 Arrowhead Street  
Sitka, AK 99835  
907-747-9834  
sitkajoel@gmail.com

**VIA EMAIL**

October 14, 2024

Amy Ainslie, Planning and Community Development Director  
City and Borough of Sitka  
amy.ainslie@cityofsitka.org

Re: Response to CBS NOTICE OF INTENT TO NEGOTIATE

Dear Director Ainslie,

Thank you for your letter noticing CBS' intent to negotiate for a lease agreement for the Jarvis Street Horticulture Site.

Your letter requests responses to questions under three headings: 1) Development Timeline; 2) Financial Feasibility, and; 3) USACE Authorization. Information/responses are provided below in that order.

**1**\_\_\_

The multiple-choice question posed under the Development Timeline heading is: *Would Sitka Community Gardens like to: A) Alter its development timeline to fit the lease term structure as described in the RFP; B) Propose a shorter time period for the Initial Term; or C) Proceed with Assembly consideration of the development timeline as described in the Proposal?*

Our choice is C. We would like to proceed with Assembly consideration of our proposed timeline.

This answer requires some explanation, because what we would *actually* like the Assembly to consider is twofold: a) our proposed timeline, and; b) the proposition contained in the paragraph immediately preceding the multiple-choice question in your letter. That paragraph establishes what appears to be an inflexible precondition, requiring SCG to complete all planning, permitting, and proof of funding before CBS will authorize work on, or alterations to, the site.

SCG does not have deep pockets and lending relationships with banks; we are two nonprofits relying largely on grant funding and donations to achieve our objectives.

The grant funding we have managed to secure so far, plus the grant funding we will continue to seek, is generally awarded contingent upon the funds being expended on specific tasks over a specific period of time, usually one year. Thus, if we are required to provide proof of funding for a project estimated to cost \$194,300 over a three-year period, and if we are prohibited from making material progress on our project until we can provide proof of funding, then much of the grant money we have received thus far

and are likely to receive over the next year will have to be returned to funders due to non-compliance with agreed-upon terms and conditions.

Our proposed development timeline has been carefully designed to allow us to begin work on different elements of the project as soon as permits and funding for those elements come together.

We may get lucky with our fundraising and receive a donation next week for the full estimated cost of the project. But even if we did, we still question the rationale for requiring, for example, that we obtain a building permit for the proposed shelter structure (which will likely be the last finishing touch for the project and is not, in any case, essential to the garden's purpose) before we can begin doing some clearing to install the proposed perimeter fence (which *is* essential.)

At the July 23, 2024, Assembly Meeting, under agenda item H (Discussion/Direction on draft RFP/evaluation criteria for Jarvis Street Horticulture Site,) Assemblyman Christianson came close to touching on this matter. He asked whether proposers could move forward with site clearing if all listed requirements were completed before the end of the Initial Term of three years. The response was, "It would not be the intent of the Assembly or the City to hold someone back from construction if they're ready for it."

Unfortunately, the public is not given an opportunity to speak on Discussion/Direction agenda items. But I attended that July meeting and, had I been given the chance, I would have pointed out that the apparently inflexible preconditions set forth in the RFP guidance in Section C would be very difficult for us to meet.

Assemblyman Christianson wrapped up the discussion at that meeting by praising the high-quality of work that went into drafting the RFP. He said, "we want to see the totality of the plan, and not any one aspect of it, and I think this accomplishes that." SCG also appreciates the high-quality of work that went into preparing a comprehensive RFP. Our proposal, as a result, was as comprehensive as we could make it. In fact, we chose to include aspirational project elements such as the shelter, which could have been left out. The inflexible nature of the RFP's Initial Term preconditions was not an incentive for us to present "the totality of the plan," but we did so nonetheless.

To summarize our answer to this multiple-choice question: we choose "C" in large part so that Assembly Members may reconsider and provide guidance on Initial Term preconditions.

## **2\_\_**

There are three bulleted questions under the Financial Feasibility heading. The questions and answers are as follows:

- *Does the Sitka Community Garden have an estimate of what its insurance expense would be?*
  - We have been quoted a premium estimate of \$400/year from an insurer which is currently providing coverage for the Thane Community Garden in Juneau. This estimate was for the level of coverage you specified. We are requesting estimates from other insurers.
- *Is the Sitka Community Garden requesting any reductions in utility rates and/or seasonal cessation of utility billing? If so, please respond with the specifics of these requests.*
  - Yes, we are requesting special utility billing considerations. At minimum, we ask that CBS consider allowing for seasonal cessation of sewer, water and garbage utility billing during a four-month period, November thru February. Once the garden is fully

operational, we expect to drain the garden's water system and generally restrict gardener and visitor access to the site during these months.

- *What is your proposal for the annual lease amount?*
  - Given that this project is clearly not a money-making venture, that Assembly Members at past meetings have generally agreed that the lease amount should not be a factor, and that proposers have indicated from the start our interest in securing a low or no-cost agreement, we propose a \$1/year lease amount.

**3**\_\_\_

You ask for a copy of our USACE Authorization. We considered this as our first order of business, so we pursued it early on knowing that if we could not obtain it there would be no possibility of advancing a garden project at the selected site on Jarvis Street. We applied in mid-September of last year and authorization was issued within weeks, on October 6. I transmitted a copy to the Planning Department via email shortly thereafter and sent another copy to you via email last Thursday per your letter's request.

Thank you again for all the time and effort you and CBS staff have put into ushering us through the process of seeking to develop a community garden on municipal lands. We appreciate it.

Sincerely,

A handwritten signature in blue ink that reads "Joel Hanson". The signature is fluid and cursive, with a long horizontal flourish at the end.

Joel Hanson  
Project Manager  
Sitka Community Gardens



**Sitka Community Gardens**

Joel Hanson, Project Manager

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sitkajoel@gmail.com

**VIA EMAIL**

November 18, 2024

Amy Ainslie, Planning and Community Development Director  
City and Borough of Sitka  
amy.ainslie@cityofsitka.org

Re: Response to CBS NOTICE OF INTENT TO NEGOTIATE (first addendum)

Dear Director Ainslie,

In our October 14 letter to you in response to your Notice of Intent to Negotiate, we explained why the development timeline in our proposal is not aligned with the RFP guidance in Section C. We pointed out that the high bar which the RFP guidance set during the initial term of three years, requiring that we “provide proof of funds sufficient to complete project development” before any site disturbing activities may commence, creates an insurmountable challenge for us.

We understand that CBS wants to minimize its risk by taking steps to ensure that the project moves ahead at a reasonable pace and leads to completion in a reasonable period of time. However, in lieu of requiring that we provide proof of funds in any specific amount, we propose that you consider alternative guidance that would require SCG to secure a performance bond. Performance bonds are commonly used in the development of real property.

In the case of this proposed project, the greatest risk to CBS is that our efforts fail before the garden is completed, leaving CBS on the hook for site cleanup costs.

As we indicated in the Remediation section of our Response to the RFP, such costs are expected to be minor due to the fact that land changes on the ½-acre site will be superficial. Garden plot demolition, structure removal, and debris disposal may take only a few days to complete. Contractor cleanup costs may only amount to a few thousand dollars. The original vegetative cover will take time to regrow, of course. But if SCG were to abandon the project for some reason and a cleanup had to be arranged, the site might actually look less messy (even with trees gone) than it did before we managed to prevail upon the Sitka Mini-Storage owners last June to remove the heavy equipment, stacks of lumber and other materials they had illegally stored and/or abandoned on the site.



Ultimately, only the passage of time will restore the cleaned-up site to a natural-looking condition. But since this project will avoid deep excavation treatments, less time will be need to pass.

We believe that CBS's financial risk is limited, and would be largely covered if SCG were to obtain a performance bond guaranteeing payment of \$5,000 to CBS in the event of SCG's default on the terms of our land lease agreement.

The annual premiums for such a bond can be folded into our development costs and included in our fundraising goals over the next few years. But in the long run, the cost of maintaining such a performance bond using income from the garden's normal operations is not sustainable. Therefor we would need to have the bond requirement expire at some point. The RFP Section C lease term structure requires that the site be operational by the end of the First Renewal Term, five years after the date of contract execution. It would seem reasonable to have the performance bond obligation sunset no later than this date as well, and possibly earlier depending upon when the garden may be reasonably considered fully operational.

If CBS feels the need for additional assurances of the project's viability beyond this time, we suggest that the land lease contract stipulate that an inspection of SCG's latest operating budget be conducted before authorizing successive contract renewal terms. This would be in addition to the overall garden performance assessment which the Assembly has requested.

Sincerely,



Joel Hanson  
Project Manager  
Sitka Community Gardens