



# CITY AND BOROUGH OF SITKA

ASSEMBLY CHAMBERS  
330 Harbor Drive  
Sitka, AK  
(907)747-1811

## Meeting Agenda City and Borough Assembly

*Mayor Mim McConnell  
Deputy Mayor Matt Hunter  
Vice-Deputy Mayor Phyllis Hackett, Pete Esquiro, Mike Reif,  
Benjamin Miyasato and Aaron Swanson*

*Municipal Administrator: Mark Gorman  
Municipal Attorney: Robin L. Koutchak  
Municipal Clerk: Colleen Ingman, MMC*

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Tuesday, November 26, 2013

6:00 PM

Assembly Chambers

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### WORK SESSION - 5:00 PM

*Harrigan Centennial Hall Renewal Project - Conceptual Design*

### REGULAR MEETING

- I. CALL TO ORDER
- II. FLAG SALUTE
- III. ROLL CALL
- IV. CORRESPONDENCE/AGENDA CHANGES
- V. CEREMONIAL MATTERS
- VI. SPECIAL REPORTS: Government to Government, Municipal Boards/Commissions/Committees, Municipal Departments, School District, Students and Guests (time limits apply)
- VII. PERSONS TO BE HEARD  

*Public participation on any item off the agenda. Not to exceed 3 minutes for any individual.*
- VIII. REPORTS

a. Mayor, b. Administrator, c. Attorney, d. Liaison Representatives, e. Clerk, f. Other

**IX. CONSENT AGENDA**

*All matters under Item IX Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A**     [13-216](#)     Approve the minutes of the November 12, 2013 Assembly meeting  
*Attachments:*   [Minutes](#)
- B**     [13-217](#)     Reappoint David Arp to a term on the Sitka Investment Committee  
*Attachments:*   [Appointment Motion](#)
- C**     [13-219](#)     Authorize removing the formal protest against the liquor license renewal for J&B North Inc. d/b/a Victoria's Pour House  
*Attachments:*   [Motion for protest withdrawl](#)

**X. UNFINISHED BUSINESS:**

- D**     [ORD 13-41](#)     Amending Section 4.09.100 of the SGC to Identify Possible Sales Tax Holidays for Certain Sales in 2013 - proposed dates are November 29 & 30  
*Attachments:*   [Ord 2013-41](#)
- E**     [ORD 13-42](#)     Authorizing the lease of approximately 9.58 Acres of Tidelands in Alaska Tidelands Survey 126 to Northern Southeast Regional Aquaculture Association Inc.  
*Attachments:*   [2013-42 NSRAA Tidelands](#)

**XI. NEW BUSINESS:****New Business First Reading**

- F**     [ORD 13-43](#)     Adjusting the FY14 Budget for known changes  
*Attachments:*   [ORD 2013-43](#)
- G**     [ORD 13-44](#)     Amending Section 4.09.020 Collection of Tax of the SGC so that in October of each year the Assembly routinely and timely considers whether to authorize any Sales Tax Free Day(s) for certain sales that have historically followed the Thanksgiving Holiday  
*Attachments:*   [ORD 2013-44](#)

**Additional New Business Items**

- H      [13-220](#)      Approve a sole source procurement and installation for two Yamaha outboard motors from Gary's Outboard for \$49,604 utilizing grant funding specified for the Emergency Response Vessel Equipment and funded by a Homeland Security Grant

**Attachments:**    [ERV Replacement Motors](#)

- I      [13-218](#)      Discussion/Direction/Decision on a CBS Donation for Philippines Disaster Relief

**Attachments:**    [Phillipines Disaster Relief](#)

**XII.      PERSONS TO BE HEARD:**

*Public participation on any item on or off the agenda. Not to exceed 3 minutes for any individual.*

**XIII.     EXECUTIVE SESSION**

**XIV.     ADJOURNMENT**

*Colleen Ingman, MMC  
Municipal Clerk  
Publish: 11-22-13*



## Legislation Details

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**File #:** 13-216      **Version:** 1      **Name:**  
**Type:** Minutes      **Status:** AGENDA READY  
**File created:** 11/20/2013      **In control:** City and Borough Assembly  
**On agenda:** 11/26/2013      **Final action:**  
**Title:** Approve the minutes of the November 12, 2013 Assembly meeting  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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# CITY AND BOROUGH OF SITKA

ASSEMBLY CHAMBERS  
330 Harbor Drive  
Sitka, AK  
(907)747-1811

## Minutes - Draft City and Borough Assembly

*Mayor Mim McConnell*  
*Deputy Mayor Matt Hunter*  
*Vice-Deputy Mayor Phyllis Hackett, Pete Esquiro, Mike Reif,*  
*Benjamin Miyasato and Aaron Swanson*

*Municipal Administrator: Mark Gorman*  
*Municipal Attorney: Robin L. Koutchak*  
*Municipal Clerk: Colleen Ingman, MMC*

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Tuesday, November 12, 2013

6:00 PM

Assembly Chambers

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### WORK SESSION 5:00 PM

A worksession on the Stormwater Master Plan was held prior to the regular meeting.

### REGULAR MEETING

#### I. CALL TO ORDER

#### II. FLAG SALUTE

#### III. ROLL CALL

**Present:** 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

**Absent:** 1 - McConnell

#### IV. CORRESPONDENCE/AGENDA CHANGES

**13-215** Correspondence November 12, 2013

#### V. CEREMONIAL MATTERS - Proclamations

Deputy Mayor Hunter read a proclamation proclaiming the month of November as Diabetes Awareness Month and another proclaiming November 30 as Small Business Saturday.

#### VI. SPECIAL REPORTS: Government to Government, Municipal Boards/Commissions/Committees, Municipal Departments, School District, Students and Guests (time limits apply)

Sitka Tribe of Alaska, Vice-Chair Ben Miyasato, updated the Assembly on Tribal events and reported Allen Bell was the interim manager. Miyasato also thanked veterans, past and present, for their service.

High School representative, Xeviar Lysons, reported on events at Sitka High School. Sitka School District Board member, Tim Fulton, provided a Board update to the Assembly.

## VII. PERSONS TO BE HEARD

Charles Bingham, representing Walk Sitka, announced Sitka had been designated a bronze level walk friendly community.

Madison Kosma, Sitka Sound Science Center Outreach Manger, thanked the Assembly for their support of WhaleFest. Kosma also extended thanks to the community noting this year WhaleFest had the highest level of attendance and included out of town visitors.

Mary Stephenson reported phase one of the Historic Art in Sitka project was complete and submitted a written report.

## VIII. REPORTS

### a. Mayor, b. Administrator, c. Attorney, d. Liaison Representatives, e. Clerk, f. Other

Administrator - reported on key meetings from the last couple of weeks, indicated he had toured departments and met staff, and attended board/commission meetings.

Attorney - noted she would be attending the State Attorney's Conference in Anchorage.

Liaison Representatives - Assembly members Hackett, Miyasato and Hunter reported on their respective boards.

Clerk- rescheduled Strategic Planning meeting for December 17 at 6pm.

Other- Miyasato congratulated MEHS volleyball teams on their win, Reif asked for further clarification from Utility Director Chris Brewton to explain some points from the Blue Lake Report, and Hackett requested details on the water filtration plant. Reif encouraged Sitkans to reach out to the local Filipino community in the wake of the recent Philippines typhoon disaster.

## IX. CONSENT AGENDA

**A 13-209** Approve the minutes of the October 22, 2013 Assembly meeting.

**This item was APPROVED ON THE CONSENT AGENDA.**

**B 13-213** Reappointments: 1) PJ Ford Slack to Kettleson Library; 2) Lisa Moore and Joseph D'Arienzo to Tree & Landscape; 3) Donna Callistini to LEPC; and 4) Bruce Conine to Tourism Commission

**This item was APPROVED ON THE CONSENT AGENDA.**

- C 13-211 Approve Amendment(s) 1 and 2 extending the Barnard Construction Company Leases for the SCIP Administration Building and Ground Leases

This item was APPROVED ON THE CONSENT AGENDA.

X. UNFINISHED BUSINESS:

None.

XI. NEW BUSINESS:

**New Business First Reading**

- D ORD 13-41 Amending Section 4.09.100 of the SGC to Identify Possible Sales Tax Holidays for Certain Sales in 2013 - proposed dates are November 29 & 30

Acting Finance Director, Mike Middleton, came forward to speak to the ordinance and noted data on sales tax receipts would be included in the next Assembly meeting packet.

The Assembly requested the 2014 sales tax free holiday ordinance come before the Assembly in October.

**A motion was made by Hackett that this Ordinance be PASSED ON FIRST READING. The motion PASSED by the following vote.**

**Yes:** 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

**Absent:** 1 - McConnell

- E ORD 13-42 Authorizing the lease of approximately 9.58 Acres of Tidelands in Alaska Tidelands Survey 126 to Northern Southeast Regional Aquaculture Association Inc.

**A motion was made by Swanson that this Ordinance be PASSED ON FIRST READING. The motion PASSED by the following vote.**

**Yes:** 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

**Absent:** 1 - McConnell

A recess was taken from 7:00pm to 7:05pm.

**Additional New Business Items**

- F 13-212 Board of Adjustment - Approve a Conditional Use Permit filed by Dan and Janet Evans for a short-term rental at 612 Oja Street with conditions - Reconvene

**A motion was made by Reif to convene as the Board of Adjustment. The**

**motion PASSED by the following vote.**

**Yes:** 5 - Esquiro, Reif, Hunter, Swanson, and Miyasato

**Absent:** 1 - McConnell

**Recused:** 1 - Hackett

Reif disclosed he used short term rentals for charter clients and could possibly use this short term rental in the future.

Wells Williams, Planning Director, explained the request and provided additional clarification on the two required parking spaces.

Dan Evans, the applicant, came forward and explained his request. Evans noted his own home was adjacent to the rental property and therefore if any noise issues were to arise he would be close by to immediately address.

Williams explained this was the first short-term rental request for 2013 and verified it would need an annual report. Williams shared with the approval of this permit there would be 24 active short-term rentals in Sitka.

**A motion was made by Reif to add an additional condition: prior to activation of the conditional use permit, two off street parking spaces will be confirmed by the Planning Department. The motion PASSED by the following vote.**

**Yes:** 5 - Esquiro, Reif, Hunter, Swanson, and Miyasato

**Absent:** 1 - McConnell

**Recused:** 1 - Hackett

**A motion was made by Reif to vote on the main motion as amended:**

**Approve a conditional use permit filed by Dan and Janet Evans for a short-term rental at 612 Oja Street and further adopt the conditions and findings as recommended by the Planning Commission and request that they are listed in their entirety as they appear attached hereto as part of the official record.**

**Conditions:**

- 1. Contingent upon a completed satisfactory life safety inspection.**
- 2. The facility shall be operated consistent with the application and plans that were submitted with the request.**
- 3. The facility shall be operated in accordance with the narrative that was submitted with the application.**
- 4. The applicant shall submit an annual report every year, covering the information on the form prepared by the Municipality, that summarizes the number of nights the facility has been rented over the twelve month period starting with the date the facility has begun operation. The report is due within thirty days following the end of the reporting period.**
- 5. The Planning Commission, at its discretion, may schedule a public hearing at any time following the first nine months of operations for the purpose of resolving issues with the request and mitigating adverse impacts on nearby**



properties.

6. Failure to comply with any of the conditions may result in revocation of the conditional use permit.

7. Prior to the activation of the conditional use permit, two off street parking spaces will be confirmed by the Planning Department.

Findings:

1. The Planning Commission finds that the recommended conditional use permit will not be detrimental to public health, safety or welfare;

2. Will not adversely affect the surrounding character;

3. Will not be injurious to uses or property in the immediate vicinity;

4. Is consistent with Comprehensive Plan Policy 2.5.2 (I) Encourage the development of facilities to accommodate visitors without significant impacts on residential properties;

5. That all conditions necessary to lessen impacts can be monitored and enforced;

6. Will not introduce hazardous conditions on the site;

7. Is adequately supported by public facilities and services;

8. The applicant has met the burden of proof; and

9. The Planning Commission finds that the general approval criteria have been met and the Planning Commission has evaluated the criteria set forth in 22.24.010 which is the criteria for conditional uses that deal with hours of operation and location along collector streets.

The main motion as AMENDED PASSED by the following vote.

Yes: 5 - Esquiro, Reif, Hunter, Swanson, and Miyasato

Absent: 1 - McConnell

Recused: 1 - Hackett

A motion was made by Reif to reconvene as the Assembly in regular session. The motion PASSED by the following vote.

Yes: 5 - Esquiro, Reif, Hunter, Swanson, and Miyasato

Absent: 1 - McConnell

Recused: 1 - Hackett

**G 13-214**

Direct an ordinance be written to adopt the proposed changes to SGC at Section 15.05.625 on Water Service at Sawmill Cove Industrial Park as requested by the Sawmill Cove Industrial Park Board

Sawmill Cove Park Industrial Park Director, Garry White, came forward to explain. White noted the two previous bottling companies had asked for a guaranteed water allocation with a rate of 1 cent/gallon. The most recent group had asked for a break in the water rates with no guaranteed allocation. White added that True Alaska Bottling was looking for alternative ways to bottle water such as totes and containers up to 20 feet.

The Sawmill Cove Industrial Park Board, along with White, felt there needed to be clarification to Sitka General Code concerning water rates and container sizes.

The Assembly discussed the change of rates/container sizes and wondered of the affects on job creation and economic development opportunities.

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A motion was made by Hackett to AMEND the main motion to read: "Direct the Municipal Attorney to work with the Sawmill Cove Industrial Park Board to define bulk water in preparation for an ordinance on bulk water rates." The motion to AMEND PASSED by the following vote.

Yes: 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

Absent: 1 - McConnell

The main motion as amended PASSED by the following vote.

Yes: 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

Absent: 1 - McConnell

- H RES 13-17 Requesting that the Governor and Alaska State Legislature fully consider the benefits to Alaska communities and their residents through the Expansion of Medicaid under the U.S. Affordable Care Act

Charles Bingham spoke in support of the resolution.

A motion was made by Hackett that this Resolution be APPROVED. The motion PASSED by the following vote.

Yes: 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

Absent: 1 - McConnell

- I RES 13-18 Requesting that the United States President and U.S. Congress restore continuing and realistic Capital and Operating Budgets in support of the United States Coast Guard

The Assembly noted the importance of the United States Coast Guard not only in Sitka but the Nation.

A motion was made by Reif that this Resolution be APPROVED. The motion PASSED by the following vote.

Yes: 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

Absent: 1 - McConnell

- J 13-210 Appointments: 1) Scott Wagner to a term on the LEPC; 2) Paul Bahna or Jeff Budd to a term on the Health Needs and Human Services Commission; and 3) John Welsh to a term on the Tourism Commission

A motion was made by Hackett to appoint Scott Wagner to a term on the Local Emergency Planning Committee. The motion PASSED by the following vote.

Yes: 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

Absent: 1 - McConnell

Deputy Mayor Hunter noted Jeff Budd had withdrawn his application.

A motion was made by Hackett to appoint Dr. Paul Bahna to the Health Needs and Human Services Commission. The motion PASSED by the following vote.

**Yes:** 6 - Esquiro, Reif, Hunter, Hackett, Swanson, and Miyasato

**Absent:** 1 - McConnell

**A motion was made by Hackett to appoint John Welsh to the Tourism Commission. The motion FAILED by the following vote.**

**Yes:** 1 - Hackett

**No:** 5 - Esquiro, Reif, Hunter, Swanson, and Miyasato

**Absent:** 1 - McConnell

**XII. PERSONS TO BE HEARD:**

None.

**XIII. EXECUTIVE SESSION**

**XIV. ADJOURNMENT**

**With no further business to be conducted the meeting ADJOURNED at 8:03pm.**

**ATTEST:** \_\_\_\_\_

**Sara Peterson, CMC  
Acting Municipal Clerk**



## Legislation Details

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File #: 13-217      Version: 1      Name:  
Type: Appointment      Status: AGENDA READY  
File created: 11/20/2013      In control: City and Borough Assembly  
On agenda: 11/26/2013      Final action:  
Title: Reappoint David Arp to a term on the Sitka Investment Committee  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [Appointment Motion](#)

Date	Ver.	Action By	Action	Result
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## **POSSIBLE MOTIONS**

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**I MOVE TO reappoint David Arp to a term on the Sitka Investment Committee.**

***Note: The application is not available online, but can be reviewed at the Clerk's Office.***



## Legislation Details

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File #: 13-219      Version: 1      Name:

Type: Item      Status: AGENDA READY

File created: 11/20/2013      In control: City and Borough Assembly

On agenda: 11/26/2013      Final action:

Title: Authorize removing the formal protest against the liquor license renewal for J&B North Inc. d/b/a Victoria's Pour House

Sponsors:

Indexes:

Code sections:

Attachments: [Motion for protest withdraw](#)

Date	Ver.	Action By	Action	Result
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If this item is pulled from the consent agenda the following motion would be in order:

### **POSSIBLE MOTION**

**I MOVE** to remove the City and Borough Sitka's protest filed against the renewal of liquor license for J&B North doing business as Victoria's Pour House.



## Legislation Details

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File #: ORD 13-41    Version: 1    Name:

Type: Ordinance    Status: SECOND READING

File created: 10/16/2013    In control: City and Borough Assembly

On agenda: 11/26/2013    Final action:

Title: Amending Section 4.09.100 of the SGC to Identify Possible Sales Tax Holidays for Certain Sales in 2013 - proposed dates are November 29 & 30

Sponsors:

Indexes:

Code sections:

Attachments: [Ord 2013-41](#)

Date	Ver.	Action By	Action	Result
11/13/2013	1	City and Borough Assembly		
10/23/2013	1	City and Borough Assembly		



Sponsor: Administrator

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2013-41

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING SECTION 4.09.100 OF THE SITKA GENERAL CODE TO IDENTIFY POSSIBLE SALES TAX HOLIDAYS FOR CERTAIN SALES IN 2013

1. CLASSIFICATION. This ordinance is not of a permanent nature and is not intended to become a part of the Sitka General Code ("SGC").

2. SEVERABILITY. If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and application to any person or circumstances shall not be affected.

3. PURPOSE. This ordinance is intended to allow sales made on particular days to be free from sales tax. This ordinance is not intended to affect any sale of fuel. This ordinance is not intended to affect any sale which is part of a continuing obligation of the buyer to pay the seller over time. Given the temporary nature of this exemption, it is not codified.

4. ENACTMENT. NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka, Alaska that sales made on November 29 and 30, 2013 are exempt from the sales tax set out at Chapter 4.09 of the Sitka General Code if such sales are not part of a continuing obligation on the buyer to pay the seller over time, and if such sales are not sales of fuel.

5. EFFECTIVE DATE. This ordinance shall become effective on the day after the date of its passage. This ordinance will expire on December 31, 2013.

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska this 26th of November, 2013.

Mim McConnell
Mayor

ATTEST:

Colleen Ingman, MMC
Municipal Clerk

**Sara Peterson**

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**From:** Mike Middleton  
**Sent:** Wednesday, November 13, 2013 8:46 AM  
**To:** assembly; Jay Sweeney  
**Subject:** Sales Tax Receipts  
**Attachments:** FY14 Sales tax 10-31-13.pdf

Assembly Members,

As promised at the Assembly meeting last night, here is the information on the sales tax receipts as of 10/31/13.

Total sales tax revenue expected (budgeted) for the year is \$8,928,000, as of 10/31/13 \$4,798,901 has been collected. This amounts to 54% of the budgeted amount – last year at this time the amount collected was 52% of expected revenues. This means we are on a similar path for the sales tax revenue. The bigger difference is in comparison of the dollar values between fiscal years. Collections for FY14 are \$476,537 greater than the same time in FY13 – this is an 11% increase.

Currently, budgeted sales tax revenue is about \$24,000 more than the final sales tax revenue in FY13. If the trend continues – or even declines but remains above 0.5% - we will exceed the budgeted amount for sales tax by more than enough to cover the missed sales tax revenue due to a sales tax holiday. Historically, the missed revenue has been just under \$20,000 per day.

The attached PDF file shows the information above.

**Mike Middleton, CPA**  
Deputy Finance Director  
City and Borough of Sitka  
100 Lincoln Street  
Sitka, AK 99835  
907-747-4050  
[mikem@cityofsitka.com](mailto:mikem@cityofsitka.com)

FY14 Sales tax					
	Budget	As of 10/31/13	vs Budget	\$ to PY	% to PY
1st qtr Calendar Year	1,559,000.00	889.52	0.1%	266.24	42.7%
2nd qtr Calendar Year	2,692,000.00	2,208,017.18	82.0%	149,999.98	7.3%
3rd qtr Calendar Year	3,029,000.00	2,527,743.97	83.5%	324,917.01	14.8%
4th qtr Calendar Year	1,648,000.00	62,270.30	3.8%	1,353.29	2.2%
	<u>8,928,000.00</u>	<u>4,798,920.97</u>	<u>53.8%</u>	<u>476,536.52</u>	<u>11.0%</u>

FY13 Sales tax to date			
	Budget	As of 10/31/12	
1st qtr Calendar Year	1,428,000.00	623.28	0.0%
2nd qtr Calendar Year	2,516,940.00	2,058,017.20	81.8%
3rd qtr Calendar Year	2,857,620.00	2,202,826.96	77.1%
4th qtr Calendar Year	1,509,600.00	60,917.01	4.0%
	<u>8,312,160.00</u>	<u>4,322,384.45</u>	<u>52.0%</u>

FY13 Final Sales tax amounts			
	Budget	As of 6/30/13	
1st qtr Calendar Year	1,428,000.00	1,584,362.72	110.9%
2nd qtr Calendar Year	2,516,940.00	2,865,659.48	113.9%
3rd qtr Calendar Year	2,857,620.00	2,848,871.12	99.7%
4th qtr Calendar Year	1,509,600.00	1,605,059.72	106.3%
	<u>8,312,160.00</u>	<u>8,903,953.04</u>	<u>107.1%</u>



## Legislation Details

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File #: ORD 13-42    Version: 1    Name:

Type: Ordinance    Status: SECOND READING

File created: 11/4/2013    In control: City and Borough Assembly

On agenda: 11/12/2013    Final action:

Title: Authorizing the lease of approximately 9.58 Acres of Tidelands in Alaska Tidelands Survey 126 to Northern Southeast Regional Aquaculture Association Inc.

Sponsors:

Indexes:

Code sections:

Attachments: [2013-42 NSRAA Tidelands](#)

Date	Ver.	Action By	Action	Result
11/12/2013	1	City and Borough Assembly		

## MEMORANDUM

TO: Mark Gorman, Municipal Administrator  
Mayor McConnell and Members of the Assembly

FROM: Maegan Bosak, Planner I

SUBJECT: Ordinance 2013-42 Authorizing the Lease of Tidelands to NSRAA at the  
Medvejie Hatchery

DATE: November 1, 2013

The lease of the tidelands in front of NSRAA's Medvejie fish hatchery expired in January of 2013. Ordinance 2013-42 is on the Assembly's agenda to authorize the issuance of a new lease for the property.

The proposed market rent, based on the value established by the Assessor, will be \$2058.75 a year. This new lease is based on the revised 4.5% lease rate approved by the Assembly earlier this year. The lease rate is lower than the rate that was generated in 2008 and NSRAA is currently paying.

The Municipality inherited an earlier tidelands lease when the City acquired the tidelands from the State of Alaska. NSRAA's 1983 tidelands lease expired in January of this year.

NSRAA's lease of the municipally owned uplands is due to expire in 2036 and is not affected by this ordinance.

Following the passage of Ordinance 2013-42, a new lease for the tidelands will be prepared and executed.

**RECOMMENDED ACTION:** Approve the ordinance.

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Randy Hughes  
Assessor  
10/31/2013

## 2013 Tidelands Lease

ATS 1236  
ADL 101857

Parcel Number	5-5665-004
Total Acres	9.58
Lease Rate	4.5%
Upland/Filled Value Per Acre	\$25,000.00
Upland/Filled Acres	0.58
Unfilled Value Per Acre	\$ 6,250.00
Unfilled Acres (25% of Upland Value)	1.00
Submerged/Prefilled Value Per Acre	\$ 3,125.00
Submerged/Prefilled Acres (50% of Unfilled Value)	8.00
Market Value	\$45,750.00
<b>Annual Market Rent</b>	<b>\$ 2,058.75</b>

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2013-42

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA, ALASKA  
AUTHORIZING THE LEASE OF APPROXIMATELY 9.58 ACRES OF TIDELANDS IN  
ALASKA TIDELANDS SURVEY 1236 TO NORTHERN SOUTHEAST REGIONAL  
AQUACULTURE ASSOCIATION, INC.

1. **CLASSIFICATION.** This ordinance is not of a permanent nature and is not intended to become a part of the Sitka General Code.

2. **SEVERABILITY.** If any provision of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and application thereof to any person or circumstances shall not be affected thereby.

3. **PURPOSE.** The purpose of this ordinance is to facilitate the continued operation of the NSRAA Medvejie fish hatchery. The lease of the municipally owned ATS 1236 expired in January of 2013.

4. **ENACTMENT.** NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka.

A. The leasing of approximately 9.58 acres of tidelands in Alaska Tideland Survey 1236 to Northern Southeast Regional Aquaculture Association, Inc. is hereby authorized with the following terms:

- 1) The parcel is valued at \$45,750.
- 2) The annual lease payments shall be 4.5% per year of the value of the tidelands (\$2,058.75 per year).
- 3) The lease shall expire on December 31, 2043 and may be considered for renewal prior to the expiration.
- 4) Lease payments shall be adjusted per SGC 18.16.210.
- 5) The lease area is defined by the attached Alaska Tidelands Survey plat

B. This ordinance supercedes any portion of SGC Section 18.16.170 that may be considered in conflict with this ordinance. The lease to be authorized is below the valuation threshold in SGC 18.16.170, is essential for the continuation of local economic infrastructure and has an atypical upland meander line.

C. The Assembly determines that the criteria in Sitka General Code 18.16.130 Preference Rights and Nonpreference Rights do not apply since the City and Borough of Sitka is the upland owner.

45 D. The administrator is authorized to execute a lease document consistent with  
46 the terms of this ordinance, SGC Title 18 that governs tidelands leases, and, existing  
47 municipal policies and practices on tideland leases.  
48

49 5. **EFFECTIVE DATE.** This ordinance shall become effective on the day after the date of  
50 its passage.

51  
52 **PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and Borough of  
53 Sitka, Alaska this 12<sup>th</sup> day of November 2013.  
54

55  
56  
57 \_\_\_\_\_  
Mim McConnell, Mayor

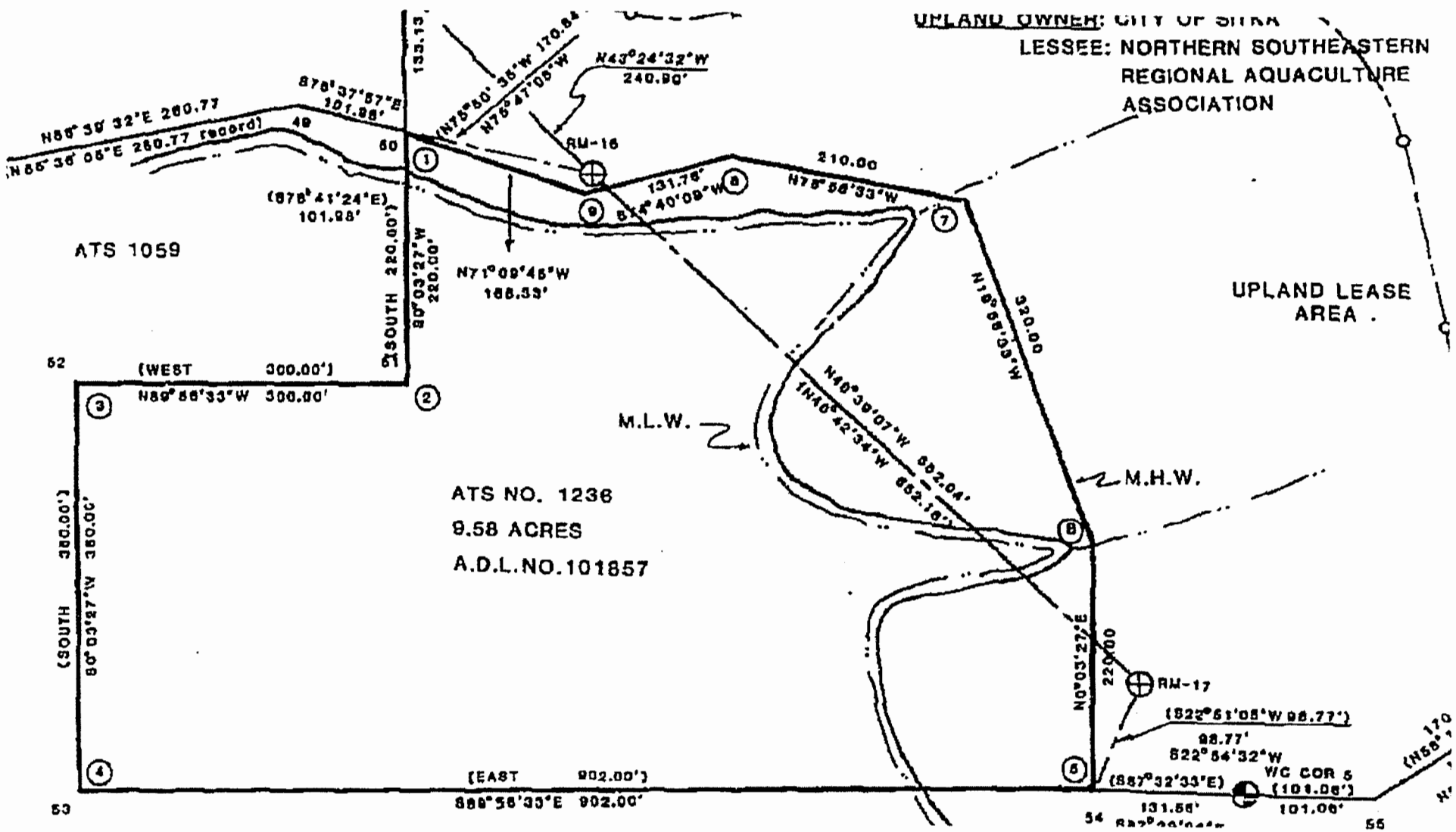
58 **ATTEST:**

59  
60 \_\_\_\_\_  
61 Colleen Ingman, MMC  
62 Municipal Clerk



UPLAND OWNER: CITY OF SIKKA  
LESSEE: NORTHERN SOUTHEASTERN  
REGIONAL AQUACULTURE  
ASSOCIATION

UPLAND LEASE  
AREA .



ATS 1059

ATS NO. 1236  
9.58 ACRES  
A.D.L. NO. 101857

M.L.W.

M.H.W.

RM-16

RM-17

W/C COR 5



ATS 1236

TONY KNOWLES, GOVERNOR

**DEPARTMENT OF NATURAL RESOURCES**

SOUTHEAST REGIONAL OFFICE

DIVISION OF LAND

400 WILLOUGHBY AVENUE, SUITE 400  
JUNEAU, ALASKA 99801  
PHONE: (907) 465-3400  
FAX: (907) 586-2954

August 20, 1997

Northern Southeast Regional Aquaculture Assn.  
1308 Sawmill Creek Road  
Sitka, AK 99835

Re.: Transfer of Tideland Lease ADL 101857 to the City and Borough of Sitka

Dear Lessee:

This is to inform you that the above identified tideland lease has been transferred to the City and Borough of Sitka. This makes the City and Borough of Sitka your new landlord and all responsibilities and obligations for your lease are now due to the City and Borough of Sitka.

You will no longer receive a State courtesy billing notice and timeliness of payment will have to be observed by you. We thank you for your business with the State of Alaska and wish you a successful partnership with the new landowner.

Sincerely,

Andrew W. Pekovich,  
Southeast Regional Manager

by:



Elizaveta H.C. Shadura  
Natural Resource Manager

cc: City and Borough of Sitka

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF LAND AND WATER MANAGEMENT

Pouch 7-005  
Anchorage, Alaska 99510

ADL No. 101857

**LEASE AGREEMENT**

NEGOTIATED PURSUANT TO A.S. 38.05.315 (b) (d)

This Lease Agreement is made and entered into this 17<sup>th</sup> day of January, 1983, between the State of Alaska, by and through the Director of the Division of Land and Water Management with the consent and concurrence of the Commissioner of Natural Resources (hereinafter referred to as "the Lessor"), and NORTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION

whose address is P.O. Box 2606  
Sitka, Alaska 99835  
(hereinafter referred to as "the Lessee").

**WITNESSETH:**

WHEREAS, the Lessor has undertaken the necessary administrative actions under applicable laws and regulations to fully authorize and enable the lease of the Parcel described herein, which is acknowledged by the Lessee by his signature hereto;

WHEREAS, the Lessee is aware of the provisions of Title 38, Alaska Statutes, Title 11, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the Lessee under this Lease, and the rights and remedies of the Lessor,

NOW THEREFORE, the Lessor and the Lessee, in consideration of the mutual covenants and conditions stated in this Lease, agree as follows:

The Lessor agrees to lease to the Lessee the following parcel of land (hereinafter referred to as "the Parcel") which is situated in the State of Alaska and is described as follows:

Alaska Tidelands Survey No. 1236, located within protracted Section 18, Township 56 South, Range 65 East, Copper River Meridian, according to the plat filed in the Sitka Recording District on May 27, 1982 as Plat 82-23 containing 9.58 acres, more or less.

EXCEPTING AND RESERVING THEREFROM, to the Lessor and its assigns during the term of this Lease, the following specific interests, which shall be in addition to and not in derogation of any general reservations to the Lessor which are required by law and which may be stated elsewhere in this Lease:

Subject to platted easements and reservations and further subject to the Special Stipulations as contained in Attachments A and B to this lease agreement.

TO HAVE AND TO HOLD the said demised premises for a term of thirty ( 30 ) years commencing on the 17th day of January, 19 83 and ending at 12 o'clock midnight on the 15th day of January, 19 2013, unless sooner terminated as hereinafter provided.

The Lessee shall pay to the Lessor rental as follows: Equal annual payments, in advance, on or before the 17th day of January of every year during said term at the rate of TWO THOUSAND ONE HUNDRED FIFTY dollars (\$ -----2,150.00-----) per annum, such annual rental payments to be subject to adjustment following expiration of the initial 25-year period of this lease and at each 10-year period thereafter pursuant to AS 38.05 as enacted, or as may be hereafter amended.

It is agreed that the covenants, terms and agreements herein contained shall be binding upon the successors and assigns of the respective parties hereto.

THE LESSOR AND THE LESSEE FURTHER COVENANT AND AGREE AS FOLLOWS:

1. Use of Parcel. The Lessee shall use and occupy the Parcel in compliance with all applicable laws, regulations, ordinances, and orders which a public authority has promulgated or may promulgate, including those of a building or zoning authority and those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Parcel. The Lessee shall properly locate himself and his improvements on the Parcel, and shall not commit waste of the Parcel, whether ameliorated or otherwise. Notwithstanding such laws, regulations, ordinances, and orders, the Lessee shall maintain the Parcel in a reasonably neat and clean condition, and take all prudent precautions to prevent or suppress pollution of the ground, surface water, air, or land, and to prevent or suppress grass, brush, or forest fires, and to prevent erosion or destruction of the land.

2. Permanent Improvements. The Lessee must within 90 days of completion of any site improvements including, but not limited to, structural improvements, clearing, leveling, excavation, and backfill, file with the Lessor adequate and reasonable documentation of such improvements, setting forth all applicable costs and quantities. Failure to provide such documentation will result in loss of credit for such improvements in determination of the original condition of the Parcel for reappraisal purposes.

3. Encumbrance of Parcel. The Lessee, during the term of this Lease, shall not encumber or cloud the Lessor's title to the Parcel, or any portion thereof, nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written consent of the Lessor; and any such act or omission, without the prior written consent of the Lessor, shall be void against the Lessor.

4. Assignment of Parcel. The Lessee may not assign or sublet the Parcel, without the prior written approval of the Lessor. The Lessor may approve such assignment or subletting if the Lessor finds it to be in the best interest of the State. No assignment or subletting of the Parcel shall be approved until the assignee agrees to be subject to and governed by the provisions of this Lease in the same manner as the original Lessee. No such assignment or subletting will be effective until approved by the Lessor in writing. No assignment or subletting of the Parcel, or any portion thereof, by the Lessee shall annul the Lessee's obligation to pay the rent herein required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest, including any exposed airspace thereon, shall occur.

5. Denial of Warranty Regarding Conditions. The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the Parcel, to include, without limitation, the soil conditions, water drainage, natural or artificial hazards which may exist, or the profitability or fitness of the Parcel for any use.

6. Agreement to Terms of Lease Documents. (a) The Lessor and the Lessee agree and recognize that each of the covenants and conditions in this Lease and any attachments thereto are merged and incorporated into this agreement and shall be binding upon themselves and upon their respective successors and assigns and shall inure to their benefit. The Lessor and the Lessee further agree and recognize that this Lease shall be conditioned upon satisfactory performance by the Lessor and the Lessee of all covenants contained herein.

(b) If all or part of said Parcel has been tentatively approved, but not yet patented, by the United States to the Lessor, then this Lease shall be conditioned upon receipt by the Lessor of such patent. If for any reason the Lessor does not receive patent, any rental payments made to the Lessor under this Lease will not be refunded. Any prepaid lease rentals on lands to which patent is denied the Lessor shall be refunded to the Lessee of record and any properly recorded lienholder, if any, jointly. The money refunded shall, however, be limited to the prorata portion of the unexpired term. The Lessor shall have no further liability to the Lessee for the termination of the Lease.

7. Payment of Taxes and Assessments. The Lessee shall pay all taxes and assessments accruing against the Parcel during the term of the Lease.

8. Right-of-Way for Public Highways and Utilities. In the event that the Parcel borders or includes one or more section lines, the Lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way 100 feet wide and centered on such section line or lines.

9. Navigable and Public Waters. The Lessor reserves an easement 50 feet wide for public access along the mean high water line or ordinary high water mark of all water bodies listed in this Lease which are bordering on or included within the Parcel. Public easements to and along listed water bodies are reserved for all of those uses and purposes normally associated with or incident to an easement for access to the public resources of the water body to and along which the easement has been reserved. No public access easement may be obstructed or otherwise rendered by the Lessee incapable of reasonable use by the public for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without approval of the Lessor.

10. Reservation of Easements. The Lessor expressly reserves the right to take for the use of the State of Alaska and the right to grant to third parties, easements or rights-of-way of unlimited size across the Parcel herein leased if it is determined to be in the best interests of the State to do so, even though the creation of the easement or right-of-way terminates the entire leasehold estate; provided, however, that the Lessee shall be entitled to compensation for all improvements or crops which are damaged or destroyed as a direct result of such easement or right-of-way.

11. Condemnation of Leasehold or Improvements. With the exception of the taking of easements or rights-of-way which is governed by paragraph 10 above, if the whole or any part of the Parcel is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

(a) Taking of the entire premises. If all of the premises are taken by condemnation, the terms of the Lease and all rights of the Lessee will immediately terminate, and the rent must be adjusted so that it is due only until the date the Lessee is required to surrender possession of the premises. The Lessor is entitled to all the condemnation proceeds, except that the Lessee will be paid the portion of the proceeds attributable to the fair market value of the buildings or improvements placed on the condemned premises by the Lessee.

(b) Taking of substantial part of premises. If the taking is of a substantial part of premises, the following rules apply:

(1) If the taking by condemnation reduces the ground area of the Parcel by at least 30 percent or materially affects the use being made by the Lessee of the Parcel, the Lessee has the right to elect to terminate or not to terminate the Lease by written notice to the Lessor not later than 180 days after the date of taking.

(2) If the Lessee elects to terminate, the provisions in (a) of this subsection govern the condemned portion of the Parcel and the terms of the Lease govern disposal of the remainder of any buildings or improvements made by the Lessee.

(3) If the Lessee elects not to terminate, the Lease continues and the Lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value of the buildings or improvements placed on the condemned portion of the premises by the Lessee. Rent at the existing rate will terminate on the date of taking. Except as it may be adjusted from time to time under the terms of the Lease and applicable statutes, rent for the balance of the term will be adjusted by the Lessor to reflect the taking.

(c) Taking of insubstantial part of premises. If the taking by condemnation reduces the ground area of the Parcel by less than 30 percent and the Lessor determines that the taking is of such an insubstantial portion that the Lessee's use of the Parcel is not materially affected, the provisions of (b)(3) of this subsection will govern.

12. Access. The Lessor makes no representations or warranty that it will construct or maintain access to the Parcel.

13. Valid Existing Rights. This Lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this Lease.

14. Inspection. The Lessor shall have reasonable access to the Parcel for purposes of inspection regarding the faithful performance of the covenants and conditions of this Lease and for the performance of other lawful requirements.

15. Mineral Reservations. The Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils. The Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes, hereby expressly reserving to itself, its lessees, successors, and assigns, as aforesaid, generally all rights and power in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

Provided, however, that no rights reserved hereunder shall be exercised by the Lessor or its subsurface lessees, until provision has been made by the Lessor or its subsurface lessees to pay to the Lessee of the land upon which the rights are herein reserved, full payment for all damages sustained by said Lessee by reason of entering upon said land; and provided that, if said Lessee for any cause whatever refuses or neglects to settle said damages, the Lessor or its subsurface lessees, or any applicant for a subsurface lease, contract or option from the Lessor or its subsurface lessee for the purpose of exploring for or extracting valuable minerals, coal, petroleum, natural gas, or geothermal resources shall have the right, after posting a surety bond with the Lessor issued by a corporation qualified to do business in Alaska and licensed to sell insurance in Alaska, or after posting with the Lessor a sufficient bond executed by one or more individual sureties approved by the Lessor and after due notice and an opportunity to be heard, to exercise rights granted to it for reasonable use of the surface required for the full enjoyment of the reserved subsurface rights which it holds. Each surety bond shall be sufficient in amount and security to secure the affected rights of the surface Lessee, and such Lessee and the Lessor or its subsurface lessee shall have the standing which may be necessary to determine the damages which the surface Lessee of such lands may suffer, and the security appropriate to hold the surface Lessee harmless in relation thereto.

16. Surface Reservations. Unless otherwise stated in this Lease or in an attachment or amendment hereto, the Lessee shall not sell or remove for use elsewhere any of the surface resources of the parcel, e.g., stone, gravel, sand, peat, topsoil, timber, or any other material valuable for building or commercial purposes; provided, however, the Lessee may make reasonable personal use of such materials on the site.

17. Appropriation or Disturbance of Waters. (a) During the term of this Lease, the Lessee shall have the right to apply for an appropriation of ground or surface water on the Parcel in accordance with the Alaska Water Use Act. All water applied for and appropriated during the term of this Lease shall remain appurtenant to the Parcel during said term, and such water and water rights shall not be severed or transferred from the Parcel or any part thereof during said term without the prior consent of the Lessor. The Lessee's rights under any permit or certificate of appropriation shall revert to the Lessor upon termination of the Lease or forfeiture of the Lease for cause.

(b) If the Lessee desires to use the Parcel to construct any form of hydraulic project or employ any equipment or engage in any activity which will use, divert, obstruct, pollute, or change the natural flow or bed of any anadromous fish river, lake or stream, the Lessee shall, prior to the commencement of any such operation, procure the approval of the Commissioner of the Department of Fish and Game.



18. Acquisition of Rights or Interests. Any right or interest acquired during the term of this Lease and accruing to the benefit of the Parcel shall remain appurtenant to the Parcel during that term, and shall not be severed or transferred from the Parcel without the prior consent of the Lessor. In the event of termination or forfeiture of this Lease, any such right or interest shall revert to the Lessor along with the Parcel.

19. Land Alterations Due to Natural or Artificial Causes. The Parcel described herein shall constitute the entire Parcel of property to be leased by the Lessor to the Lessee pursuant to this agreement. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the Parcel, the Lessee shall have no right to occupy or use such accreted land unless a separate lease is entered with the Lessor with respect to such lands. The parties agree and stipulate that the rules of law usually applicable to accretion or reliction of land shall not apply to this Lease, nor to the Parcel leased hereunder, in order that the parties may give effect to the provision agreed upon herein.

20. Waiver or Forebearance. The receipt of rent by the Lessor, with or without knowledge of any breach of the Lease by the Lessee, or of any default on the part of the Lessee in the observance or performance of any of the terms, conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease. No failure on the part of the Lessor to enforce a condition or covenant of this Lease, nor the waiver of any right hereunder by the Lessor, unless in writing, shall discharge or invalidate the application of such term or covenant; nor shall any forbearance or written waiver affect the right of the Lessor to enforce any term or covenant in the event of any subsequent breach or default. The receipt by the Lessor of rent or any other sum of money, or the termination in any manner of the Lease, or the giving by the Lessor of any notice hereunder to effect such termination, shall not reinstate, continue, or extend this Lease nor destroy or in any manner impair the validity of any such notice of termination which may have been given hereunder by the Lessor to the Lessee prior to the receipt of any such sum of money or other consideration, unless the contrary effect shall be expressed in writing and signed by the Lessor.

21. Breach and Remedies. (a) Time is of the essence in the Lease Agreement. If the Lessee shall breach the performance of any of the terms, covenants, conditions or stipulations contained herein or attached hereto, and said breach shall not be remedied within 60 days after written notice of such breach has been served upon the Lessee and the holder of a security interest by the Lessor, the Lessee shall be subject to such legal action as the Lessor shall deem appropriate, including, but not limited to, the termination of this Lease, provided that no improvements now upon the Parcel, or which may be placed thereon during the term of this Lease, may be removed therefrom during any time in which the Lease may be in breach. In the event that this Lease is terminated for breach of any of the covenants or conditions contained herein or attached hereto, all rents paid by the Lessee shall be forfeited to and retained by the Lessor not as a penalty but as liquidated damages. The Lessor shall not be liable for any expenditures made by the Lessee or undertaken by the Lessee under this Lease prior to termination.

(b) If the Lessee fails to cure or remedy a breach of default within the time allowed in (a) of this paragraph, the holder of a security interest who has received notice under (a) of this paragraph may cure or remedy the breach or default if the breach or default can be cured by the payment of money or, if this cannot be done, by performing or undertaking in writing to perform the terms, covenants, restrictions and conditions of the lease capable of performance by the holder. The holder shall act within 60 days from the date of receipt of notice under (a) of this paragraph, or within any additional period which the Lessor may allow for good cause.

(c) In the event that this Lease is terminated, or in the event that the Parcel, or any part thereof is abandoned by the Lessee during the term of this Lease, the Lessor may immediately, or at any time thereafter, enter or re-enter and take possession of said Parcel, or any part thereof, and without liability for any damage therefor, remove all persons and property therefrom either by summary proceedings or by suitable action at law; provided, however, that the words "enter" and "re-enter" as used herein are not restricted to their

technical legal meaning. Any entry or re-entry, possession, repossession, or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release or discharge the Lessee, either in whole or part, for any monetary liability under the Lease.

22. Disposition of Improvements and Chattels After Termination. (a) The Lessee shall, within 60 days after termination of the Lease by the Lessor or by operation of law, remove all improvements and chattels located on the Parcel, provided that the Lessor first determines that such removal will not cause injury or damage to the Parcel or seriously impair its redisposal. Following such removal, the Lessee shall leave the Parcel in a safe and clean condition acceptable to the Lessor. The Lessor may, in its discretion, extend the time for removal of improvements under this subparagraph where undue hardship is demonstrated.

(b) If any improvements or chattels having an appraised value exceeding \$10,000.00, as determined by the Lessor, are not removed from the Parcel within the time allowed, they shall, upon 30 days prior written notice to the Lessee, be sold at public auction under the direction of the Lessor. The proceeds of sale shall inure to the Lessee who placed the improvements or chattels on the land, after deduction for the benefit of the Lessor of all monies due and owing under this Lease and all expenses incurred in administering the termination and conducting the sale. If there are no other bidders at such sale, the Lessor is authorized to bid on such improvements or chattels. In such event, the Lessor shall acquire all rights, both legal and equitable, which any other purchaser could acquire by reason of said sale and purchase.

(c) Any chattels or improvements having a total appraised value of \$10,000.00 or less, as determined by the Lessor, and which are authorized for removal by the Lessor but are not removed within the time allowed, shall become the absolute property of the Lessor upon the expiration of the time allowed.

(d) Authorized improvements of the Lessee which the Lessor determines have become fixtures of the Parcel shall be purchased by the subsequent purchaser or lessee. There will be no compensation to the Lessee for improvements which were not authorized under the Lease.

23. Indemnity to Lessor. During the term of the Lease the Lessee shall indemnify and hold the Lessor harmless from and against all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the Parcel by the Lessee or by any other person holding under the Lessee, or at its sufferance or invitation; and from any accident or fire on the Parcel; and from any nuisance made or suffered thereon; and from any failure by the Lessee to keep the Parcel in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the Lessee of the Parcel or any part thereof or interest therein contrary to the conditions and covenants of this Lease. The Lessee will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Parcel at the sole risk of the Lessee, and will save the Lessor harmless from any claim of loss or damage thereto by any cause whatsoever.

24. Surrender of Leasehold. Upon the expiration, termination or cancellation of this Lease the Lessee shall quietly and peaceably leave, surrender and yield up unto the Lessor all of the Parcel.

25. Notices. All notices required or permitted under this Lease Agreement shall be made by certified mail, postage prepaid, to the parties at the following addresses:

To the Lessor: Alaska Division of Land and Water Management  
Pouch 7-005  
Anchorage, Alaska 99510

To the Lessee: Northern Southeast Regional Aquaculture Association  
P.O. Box 2606  
Sitka, Alaska 99835

Any notice or demand which must be given or made by the Lessor or the Lessee shall be in writing and shall be complete if sent by United States certified mail to the address shown in the Lease Agreement, or to such other address as each of the parties may designate in writing from time to time. A copy of any such notice shall be forwarded to the Lessor, and to the holder of any security interest in the Parcel who has properly recorded its interest in the Lease with the Lessor.

26. Service Charges. The Lessee shall pay a service charge for any late payment or returned check issued by it as follows:

(a) Late Payment Penalty: A service charge plus annual interest (twice the interest rate charged on installment payments at the prevailing rate for real estate mortgage loans made by the Federal Land Bank for the farm credit district for Alaska) on the amount due will be charged on a past-due account until payment is received by the Lessor or until the Lease Agreement termination date is reached. Acceptance of a late payment or of a service charge for a late payment is subject to the Lessor's rights under paragraphs 20 and 21 of this Lease.

(b) Returned Check Penalty: A service charge of \$10.00 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under (a) of this paragraph shall continue to accumulate.

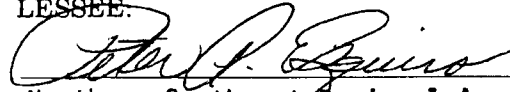
27. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

This lease may not be modified or amended except by a document signed by both parties hereto, and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties hereto.

28. Severability of Clauses of Lease Agreement. If any clause, or provision, herein contained, shall be adjudged to be invalid, it shall not affect the validity of any other clause or provision of this Lease or constitute any cause of action in favor of either party as against the other.

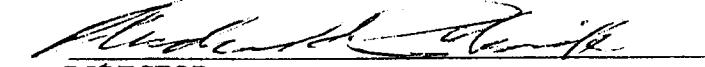
IN WITNESS WHEREOF the State of Alaska, as Lessor, acting through the Director of the Division of Land and Water Management of the Department of Natural Resources or his lawfully-designated representative, and otherwise being lawfully authorized, and the Lessee have caused these presents to be executed in duplicate, and have hereunto set their respective hands, agreeing to keep, observe and perform the applicable statutes, as amended, the rules and regulations promulgated thereunder, and the terms, conditions and provisions herein contained or attached, which on the Lessor's or the Lessee's respective parts are to be kept, observed and performed.

LESSEE:



Northern Southeast Regional Aquaculture Association

LESSOR:



DIRECTOR

Division of Land and Water Management

APPROVED:

\_\_\_\_\_  
COMMISSIONER

Department of Natural Resources

STATE OF ALASKA )  
 ) ss.  
 \_\_\_\_\_ Judicial District )

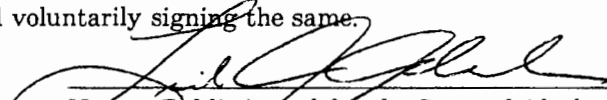
THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me known and known to me to be the person named in and who executed the Lease and acknowledged voluntarily signing the same.

*DOES NOT APPLY*

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
 Third Judicial District )

THIS IS TO CERTIFY that on this 1<sup>ST</sup> day of FEBRUARY, 19 84, before me personally appeared ANDREW W. PEKOVICH, ACTING S.F. DISTRICT MGR of the Division of Land and Water Management of the Department of Natural Resources of the State of Alaska, who executed the foregoing Lease and acknowledged voluntarily signing the same.

  
\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission expires: 5/12/85

APPROVED AS TO FORM:

Barbara) Miracle  
Assistant Attorney General

Date: 7/3/80

STATE OF ALASKA )  
 ) SS  
 JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 13<sup>th</sup> day of December,  
19 83, before me, the undersigned, a Notary Public in and for the State of Alaska,  
duly commissioned and sworn, as such, personally appeared Peter A. Esquiro  
known to me and to me known to be the  
General Manager of Northern Southeast Regional  
Aquaculture Assn. the corporation which executed the foregoing instrument,  
and He acknowledged to me that He executed the same for and on behalf of said  
corporation, and that He is fully authorized by said corporation so to do; and  
that the corporate seal affixed to said instrument is the corporate seal of said  
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year above written.

Jean V. Endrieth  
Notary Public in and for: Alaska  
My Commission Expires: 8-24-85

ATTACHMENT A

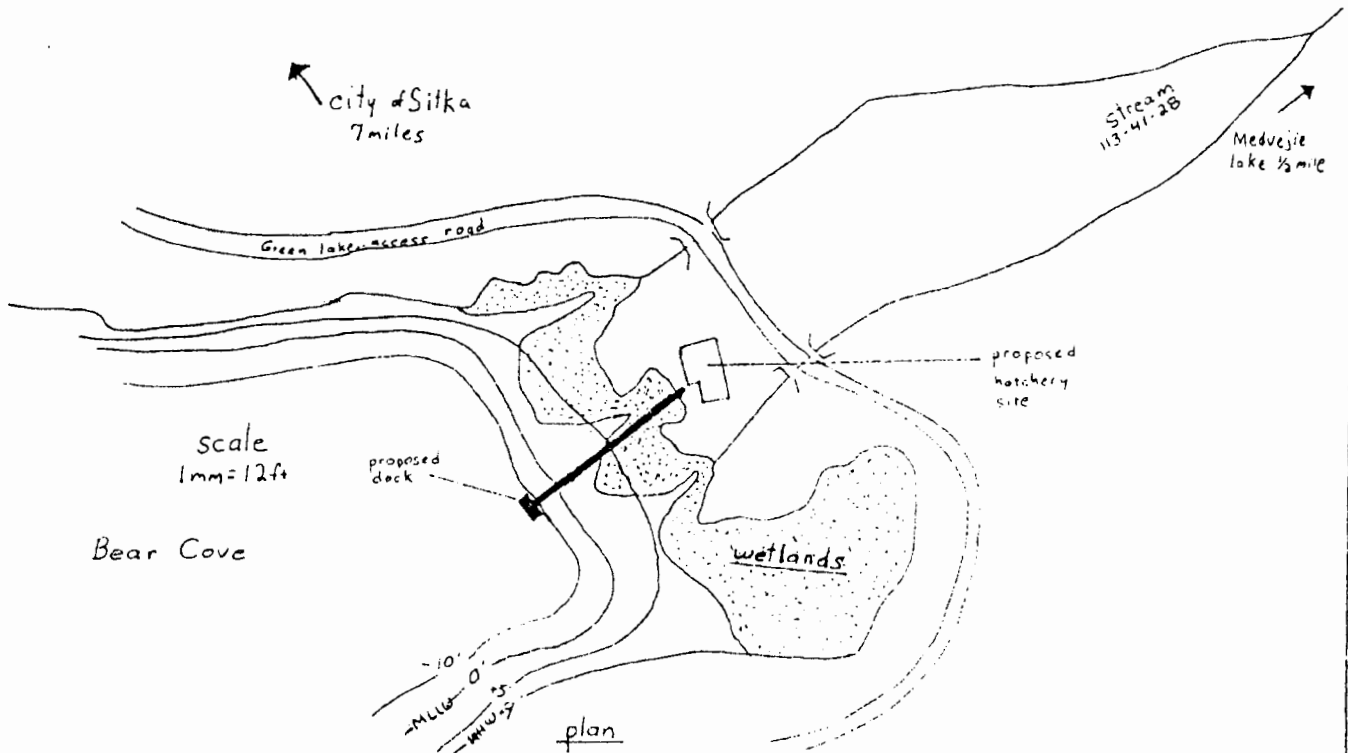
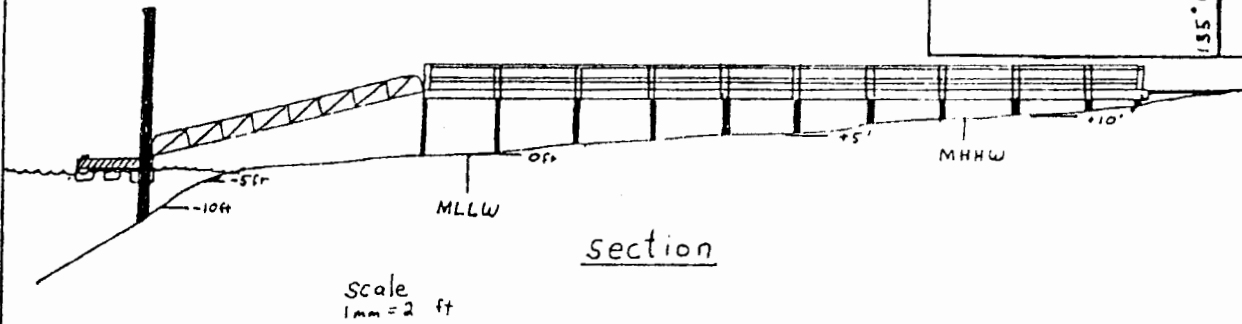
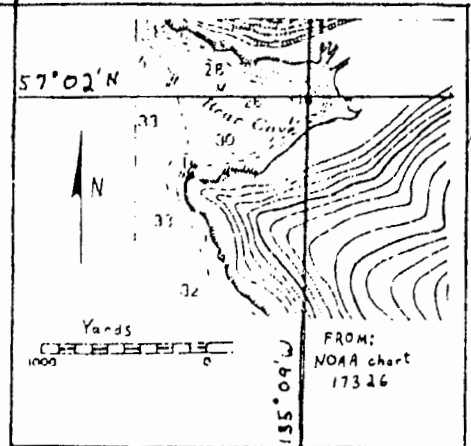
- 1.) For the purposes of this lease, development shall be limited in form and scope to those improvements herein specified and those shown on Attachment B (a development plan), unless approved in writing by the lessor prior to installation or construction. Use of the lease area for purposes other than those specified herein shall constitute a breach of said lease.
- 2.) No construction activities are to occur during the periods from March 15 to May 31 and August 1 to September 30.
- 3.) All improvements and facilities are to be removed upon termination of this lease agreement.
- 4.) This tract is subject to a 50 foot linear pedestrian access easement extending along the seaward side of the line of mean high water. At Lessee's option, and with concurrence of the Lessor, alternate reasonable access may be delineated and provided for on the uplands.

ATTACHMENT B

ALASKA DIV. OF LANDS

MAR 10 1981

RECEIVED



purpose: The walkway, ramp, float and approach will allow salmon eggs to be delivered from remote sites via boat and float plane to the hatchery. Salmon fry will be loaded on planes and returned to the area of the egg take. No petroleum products to be stored on dock.

all property is within the City of Sitka's land selection

proposed dock facility  
intertidal area of Bear Cove,  
Silver Bay, Sitka, Alaska

application by:  
Northern Southeast Regional Aquaculture  
Institution

sheet 1 of 1 DATE: November 28, 1980

Type options, press Enter.

Reset: \_\_\_\_\_

5=Display 9=Display Invoices 14=Cycle Invoices 15=Additional Addresses  
-Display Invoices-----AR0370S1-  
-Display Invoice Items-----AR0210S1-

Invoice Number: **130000740**

Customer . . . : -Display Invoice Item-----AR0230S1-

Type option, pre  
5=Display

Rate Code . . . . . : TLDL Tidelands  
Description Line 1: Tideland Lease Plat 82-23  
Description Line 2: 9.58 acres for hatchery  
Description Line 3: Jan. 17, 2013 to Jan. 16, 2014  
Unit of Measure . . . :  
Amount per Unit . . . : 4,311.0000  
Quantity . . . . . : 1.0000  
Total Amount . . . . : 4,311.00

Opt Rate Descrip  
5 TLDL Tidelan  
\_\_\_ ZST1 5 % sal

-F3=Exit . . F7=Full . . -F3=Exit . . F7=Full Exit . . F12=Cancel-----





## Legislation Details

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File #: ORD 13-43    Version: 1    Name:  
Type: Ordinance    Status: NEW BUSINESS FIRST READING  
File created: 11/20/2013    In control: City and Borough Assembly  
On agenda: 11/26/2013    Final action:  
Title: Adjusting the FY14 Budget for known changes  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [ORD 2013-43](#)

Date	Ver.	Action By	Action	Result
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# MEMORANDUM

To: Mayor and Assembly Members  
Mark Gorman, City Administrator

From: Janet Schwartz, Budget/Treasury Officer

Thru: Jay Sweeney, Finance Director 

Date: November 15, 2013

Subject: Ordinance #2014-43 Budget Adjustments

Item 1: The City & Borough of Sitka had the winning bid at the ATIA auction for a full page advertisement in the Alaska Airlines magazine. This difference will come from the Clerk's advertisement account.

Item 2: A budget adjustment was done in the FY13 budget for the Downtown Revitalization project. This entry will rollover the remaining balance into FY14 Budget.

Item 3: To budget an expense and revenue amount for the pass-thru grant for the Historic Preservation for the Sheldon Jackson North Pacific Hall Project.

Item 4: To budget the remaining expense and revenue amount for the Lincoln Street Historic District Project. This Grant was approved on March 12, 2013 which included a CBS cash match of \$2,620. The deadline for this Grant is September 30, 2014, so you may see an adjustment in the first part of FY15.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2013-43

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA  
ADJUSTING THE FY14 BUDGET

BE IT ENACTED by the Assembly of the City and Borough of Sitka, Alaska as follows:

1. **CLASSIFICATION.** This ordinance is not of a permanent nature and is not intended to be a part of the Sitka General Code of the City and Borough of Sitka, Alaska.

2. **SEVERABILITY.** If any provision of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and application thereof to any person and circumstances shall not be affected thereby.

3. **PURPOSE.** The purpose of this ordinance is to adjust the FY14 budgets for known changes.

4. **ENACTMENT.** The Assembly of the City and Borough of Sitka hereby adjusts the FY14 budget for known changes. In accordance with Section 11.10(a) of the Charter of the City and Borough of Sitka, Alaska, the budget for the fiscal period beginning July 1, 2013 and ending June 30, 2014 is hereby adjusted as follows:

<u>Account Number</u>	<u>Account</u>	<u>Increase</u>	<u>Decrease</u>
<b>FISCAL YEAR 2014 EXPENDITURE BUDGETS</b>			
<b>GENERAL FUND</b>			
<b>Administrator/Assembly – Operations:</b>			
100-500-003-5226.000	Advertising		\$3,500
100-500-001-5226.000	Advertising	\$3,500	
The Alaska Airlines magazine advertisement for the amount of \$8,000. This entry will cover the difference.			
<b>Other – Operations:</b>			
100-500-008-5290.000	Other Expenditures	\$21,318	
The Downtown Revitalization project was budgeted in late FY13. This entry will rollover the funds that have not been expensed into the FY14 Budget.			
<b>Other – Operations:</b>			
100-300-315-3151.030	Pass Thru Receipts	\$15,519	
100-500-008-5228.001	Pass Thru Grants	\$15,519	
This entry is to recognize the revenue and expenditures for a pass-thru Grant for the Historic Preservation for the Sheldon Jackson North Pacific Hall Project #80286.			
<b>Other – Operations:</b>			
100-300-315-3151.030	Pass Thru Receipts	\$16,970	
100-500-008-5228.001	Pass Thru Grants	\$19,590	
On March 12, 2013, the Assembly approved a submission to the Historic Preservation Fund FY13 Certified local Government Grant application to hire a consultant. This entry will recognize the remaining revenue and expenditure for this grant (Lincoln Street Historic District Project #80289), which also includes a cash match of \$2,620.			

28  
29

30 **EXPLANATION**

31

32 Necessary revisions in the FY 2014 budget were identified. These changes involve the increase of  
33 expenditure accounts and causes decreased cash flows to the fund balance of various funds. A short  
34 explanation of each budget revision is included.

35

36 **5. EFFECTIVE DATE.** This ordinance shall become effective on the day after the date of its  
37 passage.

38

39 **PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and Borough of Sitka,  
40 Alaska this 10th Day of December, 2013.

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42

43 **ATTEST:**

\_\_\_\_\_  
**Mim McConnell, Mayor**

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47 \_\_\_\_\_  
48 **Colleen Ingman, MMC**  
**Municipal Clerk**



## Legislation Details

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File #: ORD 13-44    Version: 1    Name:

Type: Ordinance    Status: NEW BUSINESS FIRST READING

File created: 11/20/2013    In control: City and Borough Assembly

On agenda: 11/26/2013    Final action:

Title: Amending Section 4.09.020 Collection of Tax of the SGC so that in October of each year the Assembly routinely and timely considers whether to authorize any Sales Tax Free Day(s) for certain sales that have historically followed the Thanksgiving Holiday

Sponsors:

Indexes:

Code sections:

Attachments: [ORD 2013-44](#)

Date	Ver.	Action By	Action	Result
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CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2013-44

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING SECTION 4.09.020 COLLECTION OF TAX, OF THE SITKA GENERAL CODE SO THAT IN OCTOBER OF EACH YEAR THE ASSEMBLY ROUTINELY AND TIMELY CONSIDERS WHETHER TO AUTHORIZE ANY SALES TAX FREE DAY(S) FOR CERTAIN SALES THAT HAVE HISTORICALLY FOLLOWED THE THANKSGIVING HOLIDAY

1. CLASSIFICATION. This ordinance is of a permanent nature and is intended to become a part of the Sitka General Code ("SGC").

2. SEVERABILITY. If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and application to any person or circumstances shall not be affected.

3. PURPOSE. This ordinance is established so that the Assembly routinely and timely considers whether to allow any sales tax free day(s) (where particular days will be free from sales tax), following the Thanksgiving Holiday. This authorization shall be placed on the Assembly's agenda at their first regular meeting each October. Local businesses desire more time in planning for any sales tax free day(s) and therefore request this action be codified.

4. ENACTMENT. NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka, Alaska that Sitka General Code 4.09 is amended to add at Subsection 4.09.020 Collection of Tax B. assuring that at the Assembly's first regular meeting in October of each year they shall decide whether to authorize any sale tax free day(s) following the Thanksgiving Holiday.

\* \* \*

4.09.020 Collection of tax.

A. The tax described in Section 4.09.010(A) is imposed on the purchaser and must be collected by the seller and paid to the city and borough of Sitka by the seller as provided in Section 4.09.270. The seller holds all taxes collected in trust for the city and borough of Sitka. The tax must be applied to the sales price.

40 B. The Assembly at their first meeting of October each year shall consider whether to  
41 authorize any Sales Tax Free day(s) that have historically followed Thanksgiving. If  
42 authorized the sales tax free day(s) will not be applicable to any sale of fuel, nor affect  
43 any sale which is part of a continuing obligation of the buyer to pay the seller over time.

44 \* \* \*

45 **5. EFFECTIVE DATE.** This ordinance shall become effective on the day after  
46 the date of its passage.

47  
48 **PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and  
49 Borough of Sitka, Alaska this 10th of December, 2013.

50  
51  
52 \_\_\_\_\_  
53 Mim McConnell  
54 Mayor

54 **ATTEST:**

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56 \_\_\_\_\_  
57 Colleen Ingman, MMC  
58 Municipal Clerk  
59  
60



## Legislation Details

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File #: 13-220      Version: 1      Name:

Type: Item      Status: AGENDA READY

File created: 11/20/2013      In control: City and Borough Assembly

On agenda: 11/26/2013      Final action:

Title: Approve a sole source procurement and installation for two Yamaha outboard motors from Gary's Outboard for \$49,604 utilizing grant funding specified for the Emergency Response Vessel Equipment and funded by a Homeland Security Grant

Sponsors:

Indexes:

Code sections:

Attachments: [ERV Replacement Motors](#)

Date	Ver.	Action By	Action	Result
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**P O L I C E**

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# MEMO

City and Borough of Sitka

**DEPARTMENT**

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<b>To:</b>	City Administrator Mark Gorman
<b>From:</b>	Chief Sheldon Schmitt
<b>Subject:</b>	DHS & EM Grant- ERV Replacement Motors funds approval
<b>Date:</b>	November 19, 2013

The Sitka Police and Fire Departments submitted a grant proposal for 2013 to the Alaska State Division of Homeland Security and Emergency Management (DHS &EM) through their State Homeland Security Program (SHSP) and their Law Enforcement Terrorism Prevention Program (LETPP). We were granted \$242,625 with five different projects funded.

ERV Project: One project funded was Equipment and Training for the Emergency Response Vessel or ERV. Specifically we were allowed \$50,000 to purchase and install two new outboard motors. See attachments for more a detailed description and photograph. The motors (and installation) will be fully funded through the Homeland Security Grant

After consultation with Homeland Security we submitted a Request for Non Competitive Procurement "Sole Source" that was approved. (See attachments) Gary's Outboard is the only Yamaha dealer in Sitka and will be able to provide service and maintenance on the outboards in the future. Gary's Outboard is the current vendor providing maintenance on the ERV motors and has knowledge of the vessel.

Recommendation: Approve the purchase and installation costs of \$49,604 for the Yamaha outboard motors from the sole source bidder Gary's Outboard in Sitka.

## Alaska Division of Homeland Security and Emergency Management

### Federal Fiscal Year 2013 State Homeland Security Grant Program (SHSP) Application

**Application Deadline 11:59 p.m., Wednesday, August 7, 2013**

Please contact Adrian Avey (adrian.avey@alaska.gov, or 907-428-7027) if you have any questions regarding this application.

**Duplicate this form as necessary.**

Jurisdiction:	City and Borough of Sitka	
Responsible Borough: (if applicable)	Sitka	<input checked="" type="checkbox"/> Law Enforcement Related
Amount Requested	\$140,000	<input type="checkbox"/> Alaska Shield Exercise/Travel
Project Priority <small>(Up to six (6) Investment projects may be submitted. Alaska Shield projects count as additional for a total of eight (8) projects).</small>	1- Emergency Response Vessel: Equipment and Training	<input type="checkbox"/> EHP Required <small>(EHP Screening Form may be submitted at time of application)</small>

**1. Briefly explain the project, the purpose, and funding needs to support the below item description(s).**

The ERV Project has a several components:

1. The first part of this project is to replace the existing outboard motors that are near the end of their life.
2. The 2<sup>nd</sup> part is a request for funding for the on-going training needs for operators.
3. The 3<sup>rd</sup> part is a request for training funds for Sitka Officers and other LE agencies on tactical boarding and other marine tactical procedures.
4. The 4<sup>th</sup> is for infrared equipment to aid in the location of people in the water or on land.

The following is an historical overview of this project:



In 2004 The City and Borough of Sitka applied for an Emergency Response Vessel (ERV) from the Homeland Security Grant Program to provide port security, fire suppression, medical, hazmat, oil spill, search and rescue, dive, and law enforcement responses within its jurisdiction. This request was granted and an Emergency Response Vessel was purchased from SAFE Boat International and was delivered to Sitka in May, 2006. An Operations and Policy Manual was written and approved for the Marine Patrol program including all operations of the Emergency Response Vessel. Operators were

selected from within the Sitka Police Department and completed the Marine Law Enforcement Operators course at the Federal Law Enforcement Training Center (FLETC). In the ensuing years additional vessel operators have been selected and trained in the Marine LEO course at FLETC.

The ERV program has been very successful and is a significant asset to the City and to the citizens of Sitka. The ERV has been deployed hundreds of times for a broad range of missions. Missions include Law Enforcement, Search and Rescue, Fire and Emergency Medical Services, Dive Rescue, as well as being used to support other City Departments such as Electric and Public Works. The ERV has also been deployed numerous times in support of the US Coast Guard, The Alaska State Troopers, The US Forest Service and other Law Enforcement agencies.

In this grant application we are requesting funds as a continuation to previous DHS &EM grants to the City and Borough of Sitka. (It should be noted that the ongoing operational and maintenance expenses are part of the Sitka Police budget.) Funds are needed to refit the Emergency Response Vessel, and to train personnel to fulfill the mission.

The funding request is as follows:

1. The outboard motors (2) are near the end of their life and need to be replaced. We do not have the money in existing budgets for the replacement of the motors. The replacement of the outboard motors is critical to the continuation of the ERV project. The cost estimate includes installation.
2. Operator Training: It is essential to have the operators trained to a high level. The Federal Law Enforcement Training Center has a Marine LE Operator Course that is used by the Alaska State Troopers. This FLETC course has met our needs in the past for a high training standard for the boat operators.
3. Tactical Boarding Training: The ERV is used by multiple LE agencies and it is not unusual for a mixture of officers from various LE agencies to be involved in any given mission. It is very utilitarian to engage in multi-agency tactical boarding and other related tactical training. We did this once in the past and were very pleased with the cross agency training and team building that resulted. Given the turnover in all the various agencies, it is important to refresh this training periodically. (The listed cost of this training is likely an over estimation; the feeling is that we could save some of the costs in housing and other areas.)
4. Imaging Equipment: The last thing we are requesting for this project is a simple but important piece of equipment. It is an infrared imaging device (FLIR) that can effectively used to locate people in the water or on land by their heat signature. This is useful not just for Search and Rescue operations but also has Law Enforcement applications.

**Summary:**

Equipment

(2) 300 Yamaha Outboard Motors to replace existing outboards - \$25,000 per unit including installation

(1) Infra Red (FLIR) Imaging Device - \$2,000

Training

Federal Law Enforcement Training Center (FLETC) Marine LEO Training Program for two Officers.

\$9,647 x 2                      \$19,418 (\$19,500)

On site Multi-Agency Tactical Boarding training - \$68,500 estimate

**2. Select one primary goal for this request.**

Goal 3: Strengthen Whole Community Planning and Preparedness

**3. Choose the budget category(ies) and put an "X" in the box in the left column. Insert the amount of funds requested for each budget category(ies) and the total amount of funds requested for the project.**

<b>Category</b>	<b>Funding Request</b>
<input type="checkbox"/> Planning	\$
<input checked="" type="checkbox"/> Equipment	\$52,000
<input type="checkbox"/> Exercise (includes Exercise Travel)	\$
<input checked="" type="checkbox"/> Training	\$88,000
<b>Total Project Funds</b>	<b>\$140,000</b>

4. Please provide a description for each project component, and for equipment, please provide the authorized equipment list (AEL) number for each piece of equipment. The AEL number can be found at [www.rkb.us](http://www.rkb.us).

Use this section to itemize expenses for all projects. Not applicable columns for non-equipment projects can be left blank.

Description	AEL #	Qty	Unit Cost	Cost Total	Discipline
Boat Outboard Motors	17WC-00-BOAT	2	\$25,000		Law Enforcement
Thermal Imaging Device	04MD-01-IREC	1	\$2,000		Law Enforcement
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.

5. Select one primary objective for this request.

4B. Strengthen regional capabilities through joint preparedness activities and expand citizen capabilities and preparedness through community, school, and private sector/business outreach.

Project Applications and Cover Sheet must submitted electronically, (in PDF format with complete signatures), or by mail, or fax, to:

**Division of Homeland Security and Emergency Management**  
**Attn: Homeland Security Grants Administrator**  
**PO Box 5750**  
**JBER, Alaska 99505-5750**

Email: [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov)

Fax: (907) 428-7009

Phone: (907) 428-7000 or 1-800-478-2337

# Project Budget Details Report

2013 Homeland Security Grant Program / SHSP

Sitka, City and Borough

Reported Category = . Reported Revision = 0 of 0.

PBD#	Expense Category	Solution Area	Discipline	Qty	Budgeted Cost	PBD# Amt Spent	PBD# Balance
1	Equipment	Other	LE				
EHP					Federal	\$52,000.00	\$52,000.00
<input type="checkbox"/> EHP Item: ERV Equipment					Description: Purchase outboard motors and thermal imaging device for the Emergency Response Vessel		

2	Equipment	Other	LE				
EHP					Federal	\$50,275.00	\$50,275.00
<input type="checkbox"/> EHP Item: Finger Print Imager System					Description: Purchase Live Scan Fingerprint system		

3	Equipment	Interop. Commun	LE				
EHP					Federal	\$93,200.00	\$93,200.00
<input type="checkbox"/> EHP Item: Radios and Repeaters					Description: Purchase mobile and portable radios and in-car repeaters for police units; and body wire, transmitter and surveillance for investigators.		

4	Training	Course: Dev, Del, Eval	LE				
EHP					Federal	\$20,000.00	\$20,000.00
<input type="checkbox"/> EHP Item: Active Shooter Training Tuition & Fees					Description: Costs for delivering an Active Shooter training session to law enforcement response personnel		

5	Equipment	Detect. Equip	HZ				
EHP					Federal	\$7,650.00	\$7,650.00
<input type="checkbox"/> EHP Item: Detection equipment					Description: Purchase ammonia detection meters with testing kits		

# Project Budget Details Report

2013 Homeland Security Grant Program / SHSP

Sitka, City and Borough

Reported Category = . Reported Revision = 0 of 0.

PBD#	Expense Category	Solution Area	Discipline	Qty	Budgeted Cost	PBD# Amt Spent	PBD# Balance
6	Training	Course: Dev,Del,Eval	LE				
EHP					State		
Item:					Federal	\$19,500.00	\$19,500.00
<input type="checkbox"/> EHP							
Description							
Tactical Boarding Training							
Tactical Boarding Training							

Adjusted Grant Award	
State	
Federal	<b>\$242,625.00</b>
Total Budgeted Allocated (Fed & State)	
	<b>\$242,625.00</b>

PBD Total Allocations:	
State	
Federal	\$242,625.00
Total Expenses:	
State	
Federal	
Summary Balance:	
State	
Federal	\$242,625.00
PBD Non-Budgeted Funds:	
	<b>\$0.00</b>

## REQUEST FOR NONCOMPETITIVE PROCUREMENT

<b>1. Total Estimated Cost</b> \$49,604.00	<b>2. Requesting Jurisdiction</b> City & Borough of Sitka	<b>3. Grant Program</b> Homeland Security Grant																
<b>4. If Single Source, Vendor Name, Address, and Phone</b>  Gary's Outboard 224 B Smith Street Sitka, AK 99835 907-747-9399	<b>5. Date Required</b>	<b>6. Requesting Jurisdiction Address</b>  304 Lake Street, Suite 102 Sitka, AK 99835																
	<b>7. Project Manager's Name</b> Sheldon Schmitt																	
<b>8. Type of request for exemption from competitive solicitation requirements</b>  A. <input checked="" type="checkbox"/> Single Source B. <input checked="" type="checkbox"/> Inadequate competition C. <input type="checkbox"/> Emergency D. <input type="checkbox"/> Federal noncompetitive authorization (Over \$100,000)																		
<b>9. Explanation:</b> Explanations of exemptions under A, B, or C must contain findings of fact. Evidence must be included, consisting of material facts, sufficient to independently determine that the findings of fact listed are true and accurate. Factual evidence may consist of written documents, records, supporting data, affidavits, or other information proving that the findings of fact are true and accurate. Itemized listings of findings of fact and material factual evidence should be included or attached.  Emergency Response Vessel Equipment request to replace existing outboard motors consists of removal of old motors and replacing with the following items: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">2 Yamaha 300HP Motors</td> <td style="width: 50%;">1 Hydraulic cylinder</td> </tr> <tr> <td>1 Duel Electronic Control</td> <td>1 Tie Bar Kit</td> </tr> <tr> <td>1 Duel Switch Panel</td> <td>1 Hydraulic Helm</td> </tr> <tr> <td>2 DEC Main Harness</td> <td>1 Hydraulic Hose Kit</td> </tr> <tr> <td>2 DEC Link Harness</td> <td>2 Solid Engine Grommet</td> </tr> <tr> <td>1 DEC Twin Engine rigging kit</td> <td>10 Rigging Tube</td> </tr> <tr> <td>5 Pigtail Harness</td> <td>2 Transom Grommet</td> </tr> <tr> <td>1 Saltwater Series II RH</td> <td>1 Saltwater Series II LH</td> </tr> </table> Gary's Outboard is the only Yamaha dealer in Sitka and will be able to provide service and maintenance on the outboards in the future. Gary's Outboard is the current vendor providing maintenance on the ERV motors and has knowledge of the vessel.  <div style="text-align: right;"><i>(For continuation, continue on back)</i></div>			2 Yamaha 300HP Motors	1 Hydraulic cylinder	1 Duel Electronic Control	1 Tie Bar Kit	1 Duel Switch Panel	1 Hydraulic Helm	2 DEC Main Harness	1 Hydraulic Hose Kit	2 DEC Link Harness	2 Solid Engine Grommet	1 DEC Twin Engine rigging kit	10 Rigging Tube	5 Pigtail Harness	2 Transom Grommet	1 Saltwater Series II RH	1 Saltwater Series II LH
2 Yamaha 300HP Motors	1 Hydraulic cylinder																	
1 Duel Electronic Control	1 Tie Bar Kit																	
1 Duel Switch Panel	1 Hydraulic Helm																	
2 DEC Main Harness	1 Hydraulic Hose Kit																	
2 DEC Link Harness	2 Solid Engine Grommet																	
1 DEC Twin Engine rigging kit	10 Rigging Tube																	
5 Pigtail Harness	2 Transom Grommet																	
1 Saltwater Series II RH	1 Saltwater Series II LH																	
<b>10. Jurisdiction Signatory Authority or Authorized Representative Name and Title (typed or printed)</b>  Sheldon Schmitt Police Chief	I certify to the best of my knowledge and belief, that all the information on this request, including any attachment, is true and accurate.  <div style="text-align: center;">                  _____                  Signature             </div> <div style="text-align: right; margin-top: 10px;">                 10/23/13                  _____                  Date             </div>																	
<b>DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT</b>																		
<b>11.</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Returned for Further Justification    Date _____ (See back)																		
<b>12. SAA Point of Contact or Authorized Representative</b>  		Date 10/28/13																







## Legislation Details

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File #: 13-218      Version: 1      Name:  
Type: Item      Status: AGENDA READY  
File created: 11/20/2013      In control: City and Borough Assembly  
On agenda: 11/26/2013      Final action:  
Title: Discussion/Direction/Decision on a CBS Donation for Philippines Disaster Relief  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [Phillipines Disaster Relief](#)

Date	Ver.	Action By	Action	Result
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# Discussion/Direction/Decision

Sponsors: Swanson/Miyasato

Assembly members Swanson and Miyasato have requested that "CBS Donation for Philippines Disaster Relief" be added to Nov 26 Assembly agenda. The intent is to provide a donation to the Red Cross Society of the Philippines or a similar organization. This is in recognition of our Philippino community and the important contribution it makes to Sitka.

*OFFICE OF THE MAYOR  
City & Borough of Sitka*

# *Proclamation*

*Condolences and Support for our Sister Cities and Neighbors in Japan*

**WHEREAS**, on March 11, 2011 Japan's most powerful earthquake since records began struck the north-east coast, triggering a massive tsunami; and

**WHEREAS**, to demonstrate the tsunami's velocity it then rolled across the Pacific at (500mph) - as fast as a jetliner - before hitting Hawaii and the US West Coast; and

**WHEREAS**, it has now been three months since the quake and tsunami struck our sister cities and neighboring cities in Japan; and

**WHEREAS**, as of May 15, 2011 over fifteen thousand bodies have been found and over 9,000 are still missing; and

**WHEREAS**, the grieving from the loss of these lives continues today and will continue well into the future and for many, forever; and

**WHEREAS**, still today homelessness and hunger remain a daily pervasive intrusion on the quality of life for thousands of Japanese; and

**WHEREAS**, may this tragedy serve as a reminder of what many Americans take for granted -- water to drink, food to eat, the clothes on our backs and the shelter above our heads; knowing that as in Japan that can all change in one unwritten moment of history.

**NOW, THEREFORE, BE IT RESOLVED** by the Assembly of the City and Borough of Sitka, I, Cheryl Westover, Mayor do hereby proclaim:

**June 14, 2011  
as a Day of Remembrance  
of the tragedies suffered  
by the people of Japan**

and further urge all Sitkans to open their hearts and contribute whatever they can to assist Japan in feeding the hungry, clothing and sheltering those without, and helping to rebuild their communities and country.

*Signed and sealed this 14th day of June, 2011.*

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Cheryl Westover, Mayor

ATTEST:

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Colleen Ingman, MMC  
Municipal Clerk