



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*

Monday, December 23, 2013

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

IV. CORRESPONDENCE/AGENDA CHANGES

[13-236](#) Correspondence

Attachments: [Correspondence](#)

V. CEREMONIAL MATTERS

None anticipated.

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 [13-232](#) Approve the minutes of the December 10, 2013 Assembly meeting

Attachments: [Minutes from December 10](#)

B [13-234](#) Approve a proposal for a Compensation Services Study with Fox Lawson & Associates for non-represented employees - \$15,000

Attachments: [Compensation memo and information](#)

C [RES 13-20](#) Supporting CBS's highest priority for City and State Capital Project Requests to the State of Alaska and 2014 Legislature

Attachments: [Res 2013-20 Memo](#)

[Res 2013-20 Capital Projects Priority](#)

X. **UNFINISHED BUSINESS:**

D [ORD 13-45](#) Authorizing the Lease of Approximately 0.04 Acres of Tidelands in Alaska Tidelands Survey 1160 to Estate of Jack N. Parrish

Attachments: [Ordinance 2013-45 and info](#)

E [ORD 13-46](#) Amending Sitka General Code 13.06.010 entitled "Moorage Charges and Fees"

Attachments: [ORD 2013-46 Moorage](#)

XI. **NEW BUSINESS:**

New Business First Reading

F [ORD 13-47](#) Modifying SGC 6.16.010 entitled "Sales-Permit, Fees and Regulations" regarding Outdoor Sales of Goods or Articles in the CBD District, Public Use Zone and Public Boat Harbors

Attachments: [Ordinance 2013-47](#)

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**

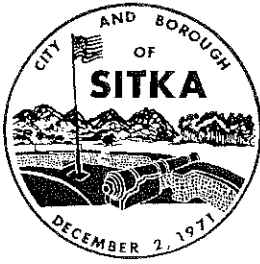
*Colleen Ingman, MMC
Municipal Clerk
Publish: 12/20/13*



Legislation Details

File #: 13-236 **Version:** 1 **Name:**
Type: Correspondence **Status:** AGENDA READY
File created: 12/18/2013 **In control:** City and Borough Assembly
On agenda: 12/23/2013 **Final action:**
Title: Correspondence
Sponsors:
Indexes:
Code sections:
Attachments: [Correspondence](#)

Date	Ver.	Action By	Action	Result
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City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

Coast Guard City, USA

December 18, 2013

Charles Clement
SEARHC President/CEO3245 Hospital Drive
Juneau, AK 99801

Dear Mr. Clement,

Thank you for your December 9 letter. We appreciate SEARHC reaching out to the Assembly in its effort to improve health care services for the residents of Sitka and our neighboring communities. We, on the Assembly, also share your anxiety about the challenges of providing cost effective and quality health care to our citizens. We agree that the opportunity and the imperative exists for increased collaboration between the hospitals and all those providing health care services in Sitka.

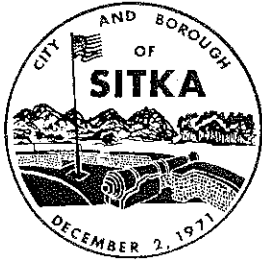
In regard to your request to meet for a collaborative conversation with the Mayor and the leadership of the two hospitals, I would request that you direct this to the Sitka Community Hospital Board of Directors. The Sitka charter and code is very specific about the relationship of the Assembly to the Sitka Community Hospital and its governance. The Hospital Board is empowered "to make rules and regulations for the administrations of the hospital." This said, if after making this request to the Sitka Community Hospital Board, the Board could request from the Assembly its involvement in discussions with SEARHC.

The Assembly remains committed to ensuring the success of our two hospitals. In addition to providing critical services to our community, they are corner stones of our economy. Please be assured of our continued support and interest in making sure that Sitka's health care systems are viable, coordinated and responsive to the needs of our community.

Wishing you a safe and healthy holiday season,

Mayor Mim McConnell

CC: Celeste Tydingco, President, Sitka Community Hospital Board



City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

Coast Guard City, USA

December 13, 2013

Philippine Red Cross
Bonifacio Drive, Port Area
PO Box 280,
Manila, 1018
Philippines

Dear Philippine Red Cross,

It is my pleasure to submit the enclosed \$975 check to the Philippine Red Cross with the request that it be used for the victims of Typhoon Haiyan. This donation was generated through personal contributions from the members of Sitka Alaska's City Assembly (City Council).

Sitka is a small island community in Southeast Alaska. We have a population of 9,000 including a very sizeable and vibrant Filipino community, a community which has and continues to contribute immensely to making Sitka very special.

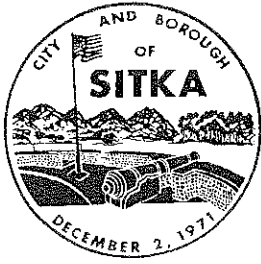
When Haiyan struck the Philippines, our community rallied including school and individual fund raisers. Our City Mayor and Assembly Members also stepped up and donated half of their monthly stipends in a gesture of solidarity and sympathy for the many victims of this tragedy.

With the Community of Sitka's sincerest wishes for recovery, health and happiness for all those who have been impacted. You are in our thoughts, prayers and hearts.

Sincerely,

Mark Gorman
Municipal Administrator
City and Borough of Sitka

cc: Mayor and Assemblymembers



City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

Coast Guard City, USA

December 5, 2013

Teka Lamade
203 Airport Drive A-11
Sitka, AK 99835

Dear Teka,

On behalf of the City and Borough of Sitka, I want to thank you for your contributions of time and service to our community.

The Port and Harbors Commission relies on the guidance and leadership of its board members; your time and energy were appreciated and we hope that you, too, benefited from the experience.

We wish you all the best, and hope that you may consider volunteering again in the future.

Warmest wishes,

Sara Peterson
Deputy Clerk

Service Award

The City and Borough of Sitka awards to

Teka Lamade

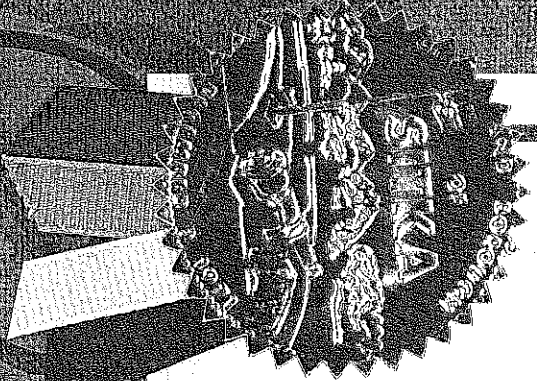
this expression of grateful acknowledgment for your valued services
rendered in the public interest while serving on the
Port and Harbors Commission. Thank you!

Signed and Sealed by Order of the Administrator of the City and Borough of Sitka
this 5th day of December, 2013.

Attest:


Colleen Ingman, MMC Municipal Clerk


Mark Gorman, Municipal Administrator





Legislation Details

File #: 13-232 Version: 1 Name:
Type: Minutes Status: AGENDA READY
File created: 12/16/2013 In control: City and Borough Assembly
On agenda: 12/23/2013 Final action:
Title: Approve the minutes of the December 10, 2013 Assembly meeting
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes from December 10](#)

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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

Tuesday, December 10, 2013

6:00 PM

Assembly Chambers

WORKSESSION

REGULAR MEETING

I. CALL TO ORDER

Present: 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato

II. FLAG SALUTE

III. ROLL CALL

IV. CORRESPONDENCE/AGENDA CHANGES

13-231 Correspondence for December 10, 2013

V. CEREMONIAL MATTERS

A citation was mentioned posthumously honoring Mark Jacobs Jr. and Harvey Jacobs for serving as Code Talkers in World War II.

VI. SPECIAL REPORTS

Sitka Tribe of Alaska (STA) Ben Miyasto informed that November 30 there will be a Native Awareness parade. They met with the USFS for their Government-to-Government meeting on December 6. Yesterday held their STA Christmas party with over 200 children in attendance.

Sitka School Board Clerk Tim Fulton announced there are lots of happenings going on within the School District right now with concerts and extracurricular events. He spoke to necessary budget revisions generated from state and federal mandates. They are adopting new standards and making policy revisions. They updated their

alcohol and drug policy to add prohibitive drugs; removed some of the services that the district can no longer afford, and "Cyber Bullying" was added.

Director of Sawmill Cove Industrial Park Garry White relayed that the park entered into an agreement with Northern Economics' for a Facility Study. The first phase is informational gathering that includes looking at the feasibility of a Marine Services Center. Surveys are on sitka.net or sawmillcove.com; you can also pick up a form at the Troutte Center.

VII. PERSONS TO BE HEARD

None.

VIII. REPORTS

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

Administrator - Gorman hopes to get a Compensation Study Report through a consultant perhaps Fox Lawson to come forward with a proposal and present to the Assembly. Gorman met with Cruise Line Agency representative Fred Reeder for a preview of next cruise ship season - current estimates are down about 10,000 visitors. Reeder is optimistic and recommends serious thought to hiring a cruise ship line consultant that is based in Miami; something that can be further discussed at the strategic planning session.

He has been working with staff on the possibility of float homes in our harbors; there is a window of opportunity to try this in conjunction with the ANB Harbor project. The Municipal Attorney, Finance Director and he met with a delegation of commercial fisherman who had good ideas on increasing the revenue streams into the harbor system with the possibility of organizing a Sitka Fish Summit, he is not sure of the logistics at this talking stage. ANB Harbor project has commenced there has been a delay in shipping but he doesn't think it will impact the project significantly.

Met with School Superintendent Bradshaw and because of the increased enrollment they were able to replenish their reserves. He is very impressed with the Blue Lake Partnering process. Project is on target it received a 4+ rating out of 5. Governor will announce his budget this week. Thanked the Assembly for their donations and \$750 has been provided thus far to the Philippine Red Cross.

Attorney - Koutchak met with Harbor Master Eliason and the Port Director for Bellingham about a lower rate for transient commercial fisherman because of the overall benefits to the community and their contributions to the fish tax. Bellingham was able to do this without any constitutional issues and over all it was beneficial. Last night presented the idea to Port and Harbors Commission to consider.

Liaisons - Hunter attended Port and Harbors meeting stating that finding funding for services is vital and it is ongoing challenge he thanked commission members.

Clerk - Ingman stated that Doug Osborne would like to know if they would consider starting the Strategic Planning Session scheduled for December 17 at 4:30 PM opposed to 6:00 PM. There is a concert that evening that he and staff would like to attend.

Other - Reif had questions with regard to a nine day delay and drainage. Brewton

replied that the contractor advanced their schedule in spite of the days they were behind and have nearly made all of those nine days up. Sitka had 4 inches of rain in a 24 hour period and in this particular case the costs were borne by the contractor. Brewton pointed out that there are photos of the dam project on a side table for the public to view.

McConnell questioned Harmon on the dates for Centennial Hall renovation. Harmon clarified that start dates differ from major construction dates. He envisions heavy construction to be taking place in the summer of 2015.

IX. CONSENT AGENDA

- A 13-222** Approve the minutes of the November 26, 2013 Assembly meeting
- This item was APPROVED ON THE CONSENT AGENDA.**
- B 13-223** Appointments: Appoint 1) Carin Farley to a three-year term on the Police and Fire Commission, and 2) Kevin Knox to an unexpired term on the Port and Harbors Commission
- C 13-224** Approve the list of Acting Administrators for 2013-2014
- E RES 13-19** Adopting an Alternative Allocation Method for the FY14 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 18: Central Southeast
- A motion was made by Reif to ADOPT THE CONSENT AGENDA consisting of items A, B, C, & E. The motion PASSED on the following vote.**
- D 13-225** Approve purchase of new ambulance as a replacement (previously budgeted and approved) utilizing the SEREMS Grant towards purchase -- \$175,000
- Because of SEREMS contribution Reif wanted to know if the city will use less of the vehicle sinking fund. Miller responded that is correct, that there is money available (especially to smaller communities) to go towards purchases of ambulances. Sitka's ambulance will not have much of resale value; so sometimes we choose to sell it cheaply to a community in need. Esquiro thinks it is great when you can help a community out; but he has a problem with giving it away.
- A motion was made by Hackett that this Item be APPROVED. The motion PASSED by the following vote.**
- Yes:** 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato
- X. UNFINISHED BUSINESS:**
- F ORD 13-43** Adjusting the FY14 Budget for known changes

Sweeney suggested early September so that merchants could order earlier. The month was changed from October to September throughout the ordinance by request of the sponsors with no objections voiced by the Assembly. As a result the month was changed by sponsors to September.

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

Yes: 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato

- 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

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

Yes: 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato

XI. NEW BUSINESS:

New Business First Reading

- H ORD 13-45** Authorizing the Lease of Approximately 0.04 Acres of Tidelands in Alaska Tidelands Survey 1160 to Estate of Jack N. Parrish

Reif recalls when the city sold tidelands leases and wondered if this had been offered for sale. Williams explained that the city has not and we are not able to. The state has a prohibition that the city can only release it and prevents us from selling it. There are other leases that originated with the city and those we are able to sell.

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

Yes: 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato

- I ORD 13-46** Amending Sitka General Code 13.06.010 entitled "Moorage Charges and Fees"

Municipal staff Michael Harmon, Jay Sweeney and Stan Eliason reviewed the harbor rate recommendations; it included goals, background, comparisons, and adjusted proposed rates.

Matt Donahue questioned why the neighboring communities of Craig and Pelican were not included in the survey and criticized listing comparisons from Kodiak, Valdez, Homer and Seward. He doesn't believe they represent a close enough geographic location. He stressed that it is getting very hard for a small boat fisherman to maintain their boat in Sitka. He fears it could get to a point where you will drive the fishing fleet away.

Miyasato cautioned the element of state funding. Harmon responded that the original Harbor Master Plan took into consideration no or little state funding. Municipal

Administrator Gorman mentioned that the city is very cognizant of the squeeze on the fisherman with plans to look into the ramifications further. He alluded to other opportunities where harbor revenues could possibly be generated.

Sweeney explained that he used a couple of assumptions regarding borrowing and inflation factors, and the city may have the ability to dial those increases back in the future, if the borrowing rate is less than the 6.15%.

Hackett extended her gratitude to the Port and Harbor Commission and staff who has been working diligently on this. She is keenly aware of the contributions Sitka receives from the fishing fleet. She recalls that this year there was a Harbormaster Convention and they were envious that Sitka already had a master plan. Adding that Sitka is out in the lead and we are suffering because of that. Every individual has their own list of priorities and all those services add up.

Reif would like to know what the plans are for the infrastructure that has been extracted out of this Harbor Master Plan such as the lightering and float plane facilities. It is conceivable that staff can address those over the next nine months. Assemblymembers would like for those items to be self sustaining. Miyasato inquired about other communities that plan to raise moorage rates. Harmon responded that the Haines has plans to raise rates \$1.00 a foot for the next six years and Juneau's rates automatically raise annually with Anchorage's CPI.

Sweeney predicted there is no silver bullet to address the magnitude of raising costs. What happens if we don't address the cost deficient; then nothing gets done. The harbor staff would continue to do what they could until something fails, which could be minor or catastrophic. He submitted this is really a risk mitigation question. Reif thinks these rates are artificially low and not sustainable for our harbors. Gorman was confident that we will be responsive and review this on an annual basis. Esquiro believes that at some point we need to make a decision - do we stay status quo or do we let part of the system go. He has talked to a lot of fisherman and he hasn't had many people complain. Most of them respond that they would like to keep the rates as low as possible while we look at alternatives. Obviously, things are not going to remain as they are today, we live in a dynamic world.

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

Yes: 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato

Additional New Business Items

- J 13-229** Approve the concept design for Kettleston Memorial Library Expansion Project
- A worksession was held prior to the regular meeting that reviewed this item in detail.
- A motion was made by Hunter that this Item be APPROVED. The motion PASSED by the following vote.**
- Yes:** 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato
- K 13-226** Authorize a letter accepting a proposal for project funding for a second

modular building to expand Mountainside Family Clinic

Ann Wilkinson president of the Community Hospital Foundation and secretary for the Sitka Community Hospital (SCH) Board called attention that the hospital services have more than doubled forcing us to look at expanding our services. A lot of rural hospitals are struggling, while Sitka is growing and doing well financially. We need the room to grow.

Esquiro pointed to the chair of the SCH memo implied that we are loaning \$650,000 but that is not his understanding and wants clarification. Hospital Administrator, Hugh Hallgren answered that they are asking for a letter of support to go forward with the project; and no you are not making a permanent commitment. If this was to move forward the hospital would be back for a loan. Reif remarked what if your grants don't come true, what is the plan. Hallgren shared they would try other places for grants. There are other foundations out there, plus our initial responses have said that they are favorably considering our requests. Equipment and furnishings is included in their estimate. Esquiro recognizes that they have done a tremendous job at turning things around and his only worry he has is growing too fast; that may not be a good thing. Particularly if grants don't come through and he would hate to see some of their progress eaten up.

Mayor mentioned the demographics on an aging population and the need for health care in this community and wondered if that had played a part in the decision to add space. Hallgren brought up that there is a very well used ground floor of the hospital but there is not ease in access; this building gives patients ease in access.

Reif brought up the letter to the Mayor from SEARHC for him it may affect how he votes on this. Mayor offered that correspondence would be taken up on a future agenda and wasn't being considered tonight. Hackett added, that if the grants do come through for this, the hospital would be back for a loan and at that time we would know more about SEARHC's latest correspondence; that she envisions as a "long, long, long conversation."

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

Yes: 6 - Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato
No: 1 - Esquiro

L 13-227

Adopting a Stormwater Management Plan and providing \$10,000 in funding from the proceeds of the Benchlands property sale to develop a Stormwater Ordinance

Esquiro asked for further explanation of the \$10,000. Harmon replied it is to put together a stormwater ordinance that will go through a public process to see how far we want to take our stormwater standards. It will address lower development and future growth currently our code does not address that. The bulk of the work would be done by consultants.

A motion was made by Swanson that this Item be APPROVED. The motion PASSED by the following vote.

Yes: 7 - Esquiro, Reif, Hunter, McConnell, Hackett, Swanson, and Miyasato

M 13-228

Appointments: Appoint one to a unexpired term on the Sawmill Cove

Industrial Park 1) Ptarmica McConnell or 2) Steven Eisenbeisz

Mayor McConnell recused herself because she is related to one of the candidates. Both candidates were nominated. Steven Eisenbeisz received the most votes and was appointed to fill the unexpired term .

N 13-230

Appoint an Assembly Liaison to the Health Needs and Community Services Commission

Phyllis Hackett volunteered to serve as the liaison mentioning that the meeting times conflict with her other schedule so she would appreciate having an alternate. Mayor McConnell volunteered to serve as alternate.

XII. PERSONS TO BE HEARD:

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

A motion was made by Miyasato to ADJOURN. Hearing no objection the meeting ADJOURNED at 8:25 PM.

ATTEST

Colleen Ingman, MMC
Municipal Clerk



Legislation Details

File #: 13-234 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 12/16/2013 In control: City and Borough Assembly

On agenda: 12/23/2013 Final action:

Title: Approve a proposal for a Compensation Services Study with Fox Lawson & Associates for non-represented employees - \$15,000

Sponsors:

Indexes:

Code sections:

Attachments: [Compensation memo and information](#)

Date	Ver.	Action By	Action	Result
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City and Borough of Sitka

100 Lincoln Street Sitka, Alaska 99835

Coast Guard City, USA

Tuesday, December 17, 2013

To: Mark Gorman, Municipal Administrator
From: Mark Danielson, HR *Mark D.*
Subject: Proposal for Compensation Study

Request

This is to request approval of the proposal by Fox Lawson & Associates to conduct a compensation study for the City and Borough of Sitka. This study will deliver a confirmed compensation philosophy and strategies, confirmed market data collection specifications, compensation analysis of applicable benchmark positions, and the preparation of a final report summarizing study findings and recommendations.

Background

The City and Borough has gone through two cycles of collective bargaining contracts with our three unions since collective bargaining was recognized. The result has been that unionized employee's wages have advanced at a faster rate than non-union employees. This summer, the Acting Administrator, Jay Sweeney, conducted meetings with employees and in September brought this wage compression and other compensation issues to the attention of the Assembly. The Assembly asked that we work with Mr. Gorman to bring a proposal for a study back for consideration before going forward.

Fox Lawson has in the last year completed classification and compensation studies in the cities of Kodiak, Kenai and Soldotna. Ketchikan had a study done by Johnson and Associates in 2008. These studies ranged in cost from \$50,000 to \$100,000. We have asked for a study focused on exempt and non-union compensation with a plan and philosophy for us to go forward. We believe that Fox Lawson's experience with Alaska municipalities as well as hundreds of other municipalities around the United States will serve us well.

Fiscal Note

We believe that the \$15,000 proposal is reasonable. It does not include site visits and will be done through teleconference. If we choose to ask a representative from Fox Lawson to come to Sitka, we would have to provide for actual expenses. Mr. Sweeney indicates that funding would be new spending, not covered by the existing budget, and the Assembly would have to authorize the expenditure.

Recommendation

I recommend approval of the Fox Lawson proposal and request that we issue a purchase order and engage Fox Lawson & Associates for a compensation study.



Fox Lawson & Associates
a Division of Gallagher Benefit Services, Inc.
Compensation and Human Resources Specialists

P.O. Box 32985
Phoenix, AZ 85064-2985
Phone 602-840-1070
Fax 602-840-1071
www.foxlawson.com

December 16, 2013

Mr. Mark Danielson
Director of Human Resources
City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835

Re: Proposal for Compensation Services

Dear Mark:

Fox Lawson & Associates, a Division of Gallagher Benefit Services, Inc. (FLA) a publically traded corporation organized in the State of Delaware, is pleased to submit our proposal to assist the City and Borough of Sitka in performing a market analysis to identify the City's competitive position for approximately 51 job classifications in the public sector markets where it competes for talent. Additional information regarding Fox Lawson & Associates, our services and our clients, is available at www.foxlawson.com. A summary of our organization and a list of references and clients are included as an attachment.

The scope of services, as outlined below, has been broken down into three phases: Study Strategy and Project Administration, Conduct of Public Sector Market Data Analyses, and Report of Findings. The scope of work is detailed below.

SCOPE OF WORK

- **PHASE I:** Meetings with appropriate stakeholders to recommend compensation philosophy changes as appropriate. Confirm compensation philosophy and project details. Gather and review data provided by the City, including organizational charts, job descriptions, current pay structures and public sector market data.
- **PHASE II:** Gather public sector market data for existing classifications via the custom Joint Alaska survey instrument that was compiled in February 2013. Analyze public sector data against the City's current rates of pay and pay ranges. Perform a comparative analysis of pay rates and ranges. Propose recommendations based on findings.
- **PHASE III:** Preparation of final report.



Fox Lawson & Associates
a Division of Gallagher Benefit Services, Inc.

PROPOSED WORK PLAN & DELIVERABLES

<i>Study Phase</i>	<i>Summary Tasks/Deliverables</i>
I. Strategy and Project Administration.	<ul style="list-style-type: none"> ▪ Organization & salary material collected. ▪ Confirmed or updated compensation philosophies and strategies. ▪ Identification of possible study barriers. ▪ Client communication process confirmed. ▪ Project timetable confirmed.
II. Compensation Analysis	<ul style="list-style-type: none"> ▪ Identification of labor market(s) for market analyses [accomplished during Phase I]. ▪ Conduct of data collection using the Joint Alaska survey and other available published source surveys relevant to compensation. ▪ Analysis of the competitive position regarding the City's compensation and benefits offerings to determine whether City jobs lead, lag or are consistent with the market. ▪ Development of total compensation recommendations for the City incorporating pay structure [including ranges based on internal equity, comparator medians and means] and benefits program with associated implementation costs.
III. Project Finalization	<ul style="list-style-type: none"> ▪ Ongoing conferencing with City staff regarding study results and recommendation development. ▪ Recommendations regarding employee communications. ▪ Development of draft report for review and approval. ▪ Final report.

Deliverables

Deliverables include:

- Recommend and confirm compensation philosophy and strategies.
- Confirmed market data collection specifications.
- Compensation analysis of applicable benchmark positions (approximately 50% of existing classifications against the public sector).
- Preparation of final report summarizing study findings and recommendations.

Quality Assurance

In conducting salary studies, we follow professionally accepted compensation principles and practices as outlined by *WorldatWork*, SHRM, the U.S. Department of Justice and the Federal Trade Commission. Some of these guidelines are listed on the following pages. We have also authored many articles on various aspects of

conducting salary studies; please refer to our website www.foxlawson.com for these specific articles.

- We follow guidelines for benchmark selection in terms of how many benchmarks should be selected; either at least 30% if utilizing a formal job evaluation methodology or at least 50% if using a pure market approach. We include representation of all job families and levels throughout the organization; highly populated jobs; jobs found in most comparator organizations; and jobs with recruitment or retention problems.
- We review job descriptions to ensure the duties and responsibilities are understood as well as to make sure we understand the level that the job is functioning at and that reporting relationships are understood so that participating organizations can match their classifications to the benchmark jobs. We will draw on our 20+ years of salary and benefits survey experience to determine if we believe a comparable job can be found in the labor market.
- We follow guidelines for job matching (match only those jobs that match at least 70% of the duties, responsibilities and functions as outlined in the benchmark job summary).
- We follow professionally accepted guidelines for defining labor markets and selecting organizations to survey. We factor in that different jobs will have different recruiting markets, by type of organization, size of organization, and geographic location.
- Any published sources utilized must meet the following criteria:
 - Conducted by a reputable salary survey firm.
 - Survey data is not self-reported.
 - Survey is conducted on a continual basis instead of a one-time event.
 - Survey reports its data sources, the effective date of the data, and was tested to ensure accurate matches and data.
- For surveys, the questions in our data collection form have been field tested through over 30 years of salary and benefits experience to produce valid and accurate data. We pose questions in a fashion easy for participants to answer, as well as providing ease for quantification and analysis. Participants are given the option of completing the survey electronically or in hardcopy.
- We follow-up with participants to ensure data quality and validity of matches and data being reported. If there are questions, we seek job descriptions, organizational charts and other information and weekly status updates on the progress of the compensation study are provided.
- We perform several reviews of the data as well as statistical tests to identify any extreme data and to ensure the validity of the data.

- We utilize trend factors for aging data so that all data is consistent to a current point in time. The trend factors are derived from either the U.S. Department of Labor data or *WorldatWork* Surveys.
- We apply geographic differentials as appropriate and necessary to ensure that the data are reflective of your labor market and economic conditions. We use third party resources (Economic Research Institute) to identify the appropriate geographic differentials.
- We calculate various statistics for summarizing the data (means, medians, highs, lows, percentiles).
- We follow the U.S. Department of Justice and Federal Trade Commission guidelines that 5 matches should exist per job in order to draw reliable conclusions. Therefore we do not calculate statistics (means, medians, etc.) on jobs with fewer than 5 job matches.
- We submit our survey analysis and draft report internally through our firm's quality control process for review before it is submitted to our clients.
- We document and explain our methodology and processes in written reports and also provide electronic copies of the reports. All of the data and conclusions are transparent and auditable.

FLA has comprehensive quality and performance standards. Each deliverable is reviewed by two individuals in the firm for quality control. If clients have issues that need to be addressed, the first contact is the project manager who will attempt to resolve the issues with, as necessary, the assistance of one of the Managing Directors.

FLA RESUMES

Summary resumes follow for FLA's managing director as well as for the FLA consulting team working on the project.

BRUCE G. LAWSON, MPA, CCP, IPMA-CP

Mr. Lawson is a Managing Director of the firm. In this capacity, Mr. Lawson serves as project director and/or technical advisor, providing technical direction and quality assurance. He is responsible for all consulting activities in the areas of job evaluation and compensation, organization analysis, personnel systems and policy development. Mr. Lawson has been directing classification and compensation studies for more than 25 years. Prior to forming Fox Lawson, he spent 15 years with the firm of Ernst & Young LLP where he served as the national director of their public sector compensation consulting practice. He also served as City Manager in two California cities (Los Altos Hills and Belvedere), was the County Administrative Officer in Multnomah County (Portland) Oregon, Assistant City Manager/Personnel Director in Corvallis, Oregon, and Assistant to the City Administrator/Personnel Director in Placentia, CA. Mr. Lawson served on the City of Phoenix (AZ) Public Safety Employees Retirement Board for 12

years. Mr. Lawson has a Master's Degree in Public Administration from the California State University at Fullerton, is a.b.d. in Public Administration from Golden Gate University in San Francisco, and has earned his CCP certification from *WorldatWork*. He is also an active member of several professional associations including the College & University Professional Association for Human Resources, the International City & County Management Association, the International Public Management Association for Human Resources, the Society for Human Resources Management and *WorldatWork*. Mr. Lawson co-authors a monthly compensation article called the *CompDoctor™*.

LORI MESSER, MA, CCP

Ms. Messer is a Senior Consultant of the firm with over 20 years of experience performing classification and compensation studies in a variety of industries. She is responsible for conducting classification and compensation consulting projects. Ms. Messer has worked with and for a variety of public and private sector organizations, including states, cities, counties, school districts, colleges, universities, and special districts. Prior to joining the firm, Ms. Messer held positions with school districts and a variety of consultative human resources and compensation positions in high tech, distribution, healthcare and local government organizations. Ms. Messer has a Bachelor's Degree in Business Administration from Arizona State University and a Master's Degree in Education from the University of Phoenix. She is also a member of *WorldatWork* and has earned her CCP certification.

PROJECT FEES

We understand the importance of this analysis. Therefore, we have proposed a fee schedule that is sensible and that generates project results that will add value to the City.

PHASE	DESCRIPTION	FEES
I	Strategy Meetings	\$2,500
II	Compensation Study	\$10,000
III	Final Report	\$2,500
	TOTAL COST	\$15,000

*The above fees assume all work will be done via teleconference or webinar and are exclusive of any on-site visits. In the event on-site visits are requested, they will be billed at actual cost.

Our study costs are directly derived from estimating the number of hours needed to perform the work and the level of consultant charged with the work. Fox Lawson typically bills on a monthly basis up to the maximum of each deliverable. Any additional services provided will be billed at an hourly rate.

Our billing rates for 2014 are listed below:

LEVEL	RATE	LEVEL	RATE
Managing Director	\$375	Consultant	\$225
Senior Consultant	\$275	Consulting Associate	\$125

PROJECT SCHEDULE

PHASE	DESCRIPTION	MONTHS		
		1	2	3
I	Study Initiation, Strategy Confirmation & Administration			
II	Compensation Study			
III	Final Report			

I am authorized to commit the firm and negotiate the services provided to the City and Borough of Sitka. My contact information is as follows:

Company Name	Fox Lawson & Associates, A Division of Gallagher Benefit Services, Inc.
Contact Person	Bruce G. Lawson, MPA, CCP, IPMA-CP
Business Address	PO Box 32985 Phoenix, AZ 85064-2985
Telephone Number	602-840-1070
Fax Number	602-840-1071
Email Address	bruce_lawson@ajg.com ; www.foxlawson.com

Gallagher Benefit Services, Inc. is registered and licensed to conduct business in the State of Alaska. This study will be performed from our Phoenix, AZ office.

While we are flexible and open to modifications to the proposed work plan, our approach is tailored to your requirements and designed to achieve your objectives for this project. We appreciate having the opportunity to submit this proposal and look forward to assisting the City with their compensation needs. If you have any questions regarding any of the above information, please contact Lori Messer directly at 480-845-6204 or lori_messer@ajg.com. If you approve of the contents contained herein, please

provide an approved purchase order or sign and return a copy of this letter and we can begin to move forward.

We look forward to working with you on this project.

Sincerely,



Bruce G. Lawson, MPA, CCP, IPMA-CP
Managing Director

ACCEPTED BY:
The City and Borough of Sitka, AK

Authorized Signature

Title

Date



Fox Lawson & Associates
a Division of Gallagher Benefit Services, Inc

ATTACHMENTS

DESCRIPTION OF THE COMPANY

Arthur J. Gallagher & Co. was formed in 1927. Gallagher Benefit Services, Inc. is a wholly owned subsidiary of Arthur J. Gallagher. The corporation was established in Delaware and is publicly traded on the NYSE under the symbol AJG. Our firm (Fox Lawson & Associates) began in 1981 as the public sector compensation consulting practice at Arthur Young & Company. In 1989, Arthur Young merged with Ernst & Whinney to become Ernst & Young. In January 1995, Ernst & Young elected to sell its public sector compensation consulting practice and Fox Lawson became the successor firm to Ernst & Young LLP's public sector compensation and human resources consulting practice. On October 1, 2009, Fox Lawson was acquired by, and became a division of, Gallagher Benefit Services, Inc. Fox Lawson & Associates has 30 years of experience conducting compensation & benefits studies for cities, counties and other public sector organizations.

The FLA Division serves clients nationally from the following locations:

PHOENIX, AZ
Post Office Box 32985, Phoenix, AZ 85064-2985 (602) 840-1070; bruce_lawson@ajg.com Managing Director: Bruce Lawson, MPA, CCP, IPMA-CP
ST. PAUL, MN
1335 County Road D Circle East, St. Paul, MN 55109-5260 (651) 635-0976; jim_fox@ajg.com Managing Director: James Fox, Ph.D., IPMA-CP

We serve our clients on a variety of classification, compensation, and human resources issues, including

- Classification and Compensation Studies
- Organizational Change Management
- Performance Planning and Evaluation
- Human Resources Planning and Audits
- Executive Compensation Planning
- Human Resources Re-engineering
- Benefits and Retirement

Fox Lawson is part of the Human Resources Consulting Division of Gallagher Benefit Services, Inc. GBS been one of the leading human resources and compensation consulting firms for decades, and the firm continues to expand its scope of services. In addition to the job classification and compensation provided by Fox Lawson, client services include evaluation, design and implementation of all HR subject areas that cover the life cycle of employment.

Over the years, we have worked across all industries bringing a diverse scope of best practices and expertise. Our team specializes in:

- Human Resources Assessments
- Organizational Development and Design
- Payroll Assessments
- Process Flow and Technical Audits
- Compliance of the HR and Payroll Functions
- Workforce Planning, Analytics, and Strategic Staffing
- Policy Formulation

We have earned a reputation in the industry of having unquestionable integrity and an unmatched focus on customer service. We are highly recognized for the quality and depth of our analysis, for the ethical integrity of our practices, for our extensive capabilities and products in compensation and benefits surveys and analytics, and for the fair pricing of our services. This is validated by Arthur J. Gallagher receiving the Ethisphere award for Ethical Companies in 2012 and again in 2013.

While we have a broad understanding of human resource systems, our firm primarily specializes in classification and compensation studies. These studies typically include, developing new classification structures and job descriptions, evaluating jobs with a job evaluation methodology to determine the internal equity, conducting a custom-tailored salary survey, developing a competitive pay system, recommending strategies to implement the new compensation structure, and ensuring appropriate administrative and procedural guidelines are in place to maintain the system. We ensure that our clients are in compliance with applicable laws and regulations, such as the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), and Equal Employment Opportunity (EEO) standards and have pay systems that are appropriate for their organization and market strategy.

Gallagher Benefit Services, Inc. ranks among the top five benefits providers in the country with more than 2,000 employees nationwide.



REFERENCES & QUALIFICATIONS

Our firm has assisted several hundred public sector clients throughout the country with a variety of human resource issues. These projects have included from less than one hundred to more than 100,000 employees. Below is a sampling of city clients we have assisted with similar needs. Several of these projects are described in detail in the References section of this proposal. These projects are relevant in demonstrating our ability to meet the needs of the City and show considerable experience reviewing and developing functional classification and compensation systems. Our references will attest to the timeliness, quality and responsiveness of services we provide, as well as our knowledge of public sector organizations, the functions under study, and our skill and ability of dealing with organizations of your size and needs. We continue to provide ongoing services and complete additional projects for many of our clients. Our parent organization, GBS, serves approximately 1,300 public sector clients, including more than 420 cities, as well as a number of public sector organizations in Alaska.

ALASKA CLIENTS

PRINCE WILLIAM SOUND REGIONAL CITIZEN'S ADVISORY COUNCIL – ANCHORAGE, AK

In 2009, we were engaged by the RCAC to conduct a comprehensive compensation and HR review for all Council positions. We were then retained again in 2012 to provide an update to the original compensation study and to conduct a total compensation assessment for all RCAC positions. Gregory Dixon, Financial Manager, 907-273-6232, or dixon.gregory@pwsrccac.org.

CITY OF KODIAK – KODIAK, AK

In 2011, we were hired by the City to conduct a comprehensive classification and compensation study. The study included the development of a new job classification structure, determining appropriate internal equity using the Decision Band™ Method of job evaluation, conducting a market compensation study, developing a new compensation plan for the City, and providing appropriate policies and procedures to manage the new compensation program. Aimee Kniazowski, City Manager, (907) 486-8640, or akniazowski@city.kodiak.ak.us.

CITY OF UNALASKA – UNALASKA, AK

In 2012, we were hired by the City to conduct a comprehensive classification and compensation study. The study included the development of a new job classification structure, determining appropriate internal equity using the Decision Band™ Method of job evaluation, conducting a market compensation study, and developing a new compensation plan for the City. Chris Hladick, City Manager, (907) 581-1251, or chladick@ci.unalaska.ak.us.

KODIAK ISLAND BOROUGH – KODIAK, AK

In 2012, we were hired by the Borough to conduct a comprehensive classification and compensation study. The study included the development of a new job classification structure, determining appropriate internal equity using the Decision Band™ Method of job evaluation, conducting a market compensation study, and developing a new

compensation plan for the Borough. Karl Short, Director of Finance, (907) 486-9320, or kshort@kodiakak.us.

KENAI PENINSULA BOROUGH – KENAI, AK

In 2012, we were hired by the Borough to conduct a compensation study. The study included conducting a market compensation study and developing compensation recommendations for the Borough based on findings. Stormy Brown, Director of Human Resources, (907) 714-2131, or sbrown@borough.kenai.ak.us.

CITY OF SOLDOTNA – SOLDOTNA, AK

In 2012, we were hired by the City to conduct a compensation study. The study included conducting a market compensation study and developing compensation recommendations for the City based on findings. Mark Dixon, City Manager, (907) 714-2131, or mdixon@ci.soldotna.ak.us.

ALASKA INTERNATIONAL AIRPORT SYSTEM – ANCHORAGE, AK

In 2011, we were retained to assist the AIAS in assessing the job classification and compensation levels for positions at Anchorage and Fairbanks International Airport. We continue to provide support to the AIAS. Steven D. Hatter, PMP, CM, Deputy Commissioner – Alaska DOT&PF, (907) 269-0730 or steve.hatter@alaska.gov.

KENAITZE INDIAN TRIBE – KENAI, AK

In 2010, and again in 2013, we conducted a compensation study covering all tribal jobs and positions. The study included determining appropriate internal alignment of all job classifications using the Decision Band™ Method of job evaluation, conducting a market compensation study, developing a new compensation plan for the tribe, and providing appropriate policies and procedures to manage the new compensation program. Christina Hall, Director of Human Resources, (907) 335-7225 or chall@kenaitze.org.

STATE OF ALASKA – PERSONNEL AND LABOR RELATIONS DIVISION

In 2009, we conducted a statewide compensation survey covering 175 benchmark job classifications and more than 60 participants. This study included both a custom salary survey and market pricing to supplement the custom survey. Nicki Neal, Director, Division of Personnel and Labor Relations, (907) 465-4429 or nicki.neal@alaska.gov.

ALASKA PERMANENT FUND CORPORATION

In 1996/97, we were retained to develop a new compensation program for the APFC. The study involved development of a new classification and compensation philosophy, as well as development of new classification and compensation programs. The plans that were developed during the project have been implemented as recommended. We were subsequently retained to assist the APFC in updating the compensation plan including conducting market surveys for them in 1999, 2003 and 2005. In 2010, we conducted a review of the APFC compensation program. Joan Cahill, Administrative Officer, 907-465-2058 or jcahill@alaskapermfund.com.



MATANUSKA-SUSITNA (MAT-SU) BOROUGH SCHOOL DISTRICT – PALMER, AK

In 1985, we were retained to develop a new classification and compensation program for the District. In 1990, we were retained to assist the District in the update of the program. From 1991 to the present, we have continued to assist the District by reviewing jobs. In 2001, we provided refresher training in the use of the Decision Band Method of job evaluation. Katie Gardner, Personnel Supervisor, 907-761-4052 or katherine.gardner@matsuk12.us.

KENAI PENINSULA BOROUGH SCHOOL, AK

In 2009/2010, we are conducting an analysis of the Kenai Peninsula Borough School District's classification and compensation systems covering all of the District's classified positions. Tim Peterson, Director of Human Resources, 907-714-8888 or TPeterson@KPBSD.k12.ak.us.

OTHER PACIFIC NORTHWEST CLIENTS:

COWLITZ PUD, WA

In 2013, we have been retained to conduct a classification and compensation study covering all non-represented positions at the District. Lora Provolt, Human Resources Analyst at (360) 577-7582 or lprovolt@cowlitzpud.org.

BENTON COUNTY, OR

In 2010-11, we have been retained to conduct a classification and compensation study covering all management positions in the County. Connie Holmes, PHR, Human Resources Analyst at (541) 766-6802 or Connie.Holmes@co.benton.or.us.

OREGON UNIVERSITY SYSTEM

In 2012, we are developing a new classification and compensation philosophy and strategy covering all 4,400 classified positions within the OUS. This phase is the first step in developing a new classification and compensation program for classified employees at the seven universities within the OUS as a result of the legislature authorizing the OUS to establish its own job classification and compensation system separate from the State system. In 2006, 2008 and 2010, we conducted a compensation survey covering classified position within the system. Jay Kenton, Vice Chancellor for Administration, 541-737-3646 or Jay_Kenton@ous.edu.

LEWIS & CLARK COLLEGE, OR

We were retained in 2005 to assist the College in developing a new job classification and compensation program covering all non-represented and non-faculty positions. Carl Vance, VP of Finance and Administration, 503-768-7803.

LINFIELD COLLEGE, OR

In 2009/10, we were retained to assist the College in updating its job classification and compensation program. Linda Powell, Sr. Director of Human Resources, 503-883-2627.



CITY OF SPRINGFIELD, OR

In 2008, we were retained to conduct a classification and compensation study covering all positions in the City. Greta Utecht, Director of Human Resources, (541) 726-3787 or gutecht@ci.springfield.or.us.

JACKSON COUNTY, OR

In 2008, we were selected to conduct a classification and compensation study covering all exempt and SEIU represented positions in the County. Sasha Grafensrtein, Human Resources Analyst, (541) 774-66455 or GrafenSK@jacksoncounty.org.

LANE COUNTY, OR

In 2006, we conducted a classification and compensation study covering all management positions in the County. In 2010, we conducted a classification and compensation study of IT and Administrative/Professional jobs within the City. We are currently conducting a compensation study covering non-represented positions within the County. Cindy Tofflemoyer, Human Resources Manager, (541) 682-2689 or Madilyn Zike, Human Resources Director at Madilyn.Zike@co.lane.or.us.

MULTNOMAH COUNTY, OR

In 2008, we were selected to conduct a classification and compensation study covering all executive and management positions in the County. This is a multi-year project and the contract will run through 2013. Joi Doi, Compensation Manager, (503) 988-3241 or joi.doi@co.multnomah.or.us.

CITY OF EUGENE, OR

In 2007, we were retained to assist the City in addressing issues related to its compensation philosophy and strategy. We have also been retained to conduct classification reviews for selected positions within the City. Glenda Maxwell Surdam, SPHR, Compensation Manager, (541) 682-5792 or glenda.m.surdam@ci.eugene.or.us.

CITY OF ROSEBURG, OR

In 2001, we conducted a market compensation study for the City. In 2006, we were retained to conduct another compensation study for the City and to update their compensation plan. Barbara Gershon, Director of Human Resources, (541) 672-7701 or bgershon@cityofroseburg.org.

CITY OF GRANTS PASS, OR

In 2007, we conducted a classification and compensation study covering all positions within the City. Ms. Laurel Samson, Assistant City Manager at (541) 474-6360 or lsamson@grantspassoregon.gov.

PORT OF COOS BAY, OR

In 2005, we were retained to conduct a market compensation study covering all positions within the Port. We also developed a new salary schedule for the Port. Donna Nichols, Director of Finance and Administration, (541) 267-7678 or DNichols@PortofCoosBay.com.

CITY OF BEND, OR

In 2006/2007, we conducted a classification and compensation study covering all positions represented by the City of Bend Employees Association, as well as additional non-represented positions. Janice Grady, Human Resources Manager, (541) 388-5502.

METRO – PORTLAND, OR

In 2004, we were retained to assist Metro with development of a new performance management program. The project includes developing a revised pay program for non-represented employees that ties pay to performance. Ms. Ruth Scott, Human Resources Director at (503) 797-1572 (now retired).

City of Vancouver – Vancouver, WA

In 2007, we were retained to conduct a review of the City's compensation and classification systems, policies and procedures. In 2009, we conducted a classification study of Customer Service positions within the City. In 2012, we have been retained (under a five year contract) to provide classification and compensation consulting services to the City. Under this contract, we have completed a diagnostic review of the City's classification and compensation program and have conducted four occupational group classification studies. We also conducted a market compensation covering all city jobs. Dave Mercier, Deputy City Manager at Dave.Mercier@cityofvancouver.us.

PORT OF TACOMA – TACOMA, WA

In 2010, and again in 2013, we were retained to conduct an internal equity assessment of all jobs, to conduct a market compensation study, and to develop a new compensation program covering all jobs within the Port. Christina Roberts, Senior HR Analyst at (253) 592-6757 or croberts@portoftacoma.com.

CITY OF TACOMA – TACOMA, WA

In 2008, we were retained to assist the City in developing a new job classification structure covering all City positions, as well as to develop a new compensation program using data to be collected by another consulting firm. Joy St. Germaine, Human Resources Director at (253) 591-2060 or jstgermain@ci.tacoma.wa.us.

CITY OF FEDERAL WAY – FEDERAL WAY, WA

In 2008, we assisted the City in developing a new job classification structure covering all City positions, as well as to develop a new compensation program. Mary McDougal, former Human Resources Director at (253) 591-5576 or mmcdougal@cityoftacoma.org.

CITY OF LONGVIEW – LONGVIEW, WA

In 2008, we were retained to assist the City in developing a new job classification structure covering all City positions, as well as to develop a new compensation program. This study included both a custom salary survey and market pricing to supplement the custom survey. Robbie Berg, former Human Resources Director at (360) 430-1400 or rberg@cowlitzpud.org.



COMMUNITY TRANSIT - EVERETT, WA

In 1994, we conducted a classification, job evaluation and compensation study covering all non-bargaining unit positions within the Snohomish County Transportation Agency (Community Transit/CT). In 2000/2001, we assisted CT in updating and streamlining the classification system. In 2006, we conducted a comprehensive market compensation study. In 2007 we conducted an executive compensation study covering the CEO and other senior executive level positions for the Board of Directors. In 2009, we conducted a market compensation study and assisted in updating the District's compensation plan. These studies included both a custom salary survey and market pricing to supplement the custom surveys. We also provide, under a five-year agreement, as needed classification and compensation services. Lynn Starcher, Human Resources Manager, (425) 348-7116 or lynn.starcher@commtrans.org.

WESTERN WASHINGTON UNIVERSITY, WA

In 2005 and 2006, we were retained to assist the University in addressing internal equity issues and redesigning its compensation program. This project included market pricing of University jobs. Chyerl Wolfe-Lee, Director of Human Resources, 360 650-3630 or chyerl.wolfe-lee@wwu.edu.

CITY OF TUKWILA, WA

In 2000/2001, we assisted the City in developing a new classification and compensation program for represented positions. In 2002, we assisted in the development of a skill based pay program for represented employees. In 1997, we conducted a market compensation study and development of a new compensation program for all non-bargaining unit positions. Stephanie Brown, Human Resources Director at (206) 433-1831.

WASHINGTON CITIES INSURANCE AUTHORITY - RENTON, WA

In 1995, we developed a new classification and compensation program for the WCIA. In 1997, 2004, 2009 and 2013, we were again retained to update the system at the request of the Board of Directors. These studies included market pricing in addition to a custom salary survey. Jill Marcell, Deputy Executive Director, (206) 575-6046 or jillm@wciapool.org.

Following is a listing of additional FLA city clients:

FLA CITY CLIENTS	
Ann Arbor, MI, City of	Mandan, ND, City of
Arlington, MN, City of	Maplewood, MN, City of
Asheville, NC, City of	Mason City, IA, City of
Ashland, OR, City of	Medford, OR, City of
Atlanta Traffic Court, GA	Mercer Island, WA, City of
Baltimore, MD, City of	Mesa, AZ, City of

FLA CITY CLIENTS	
Barnesville, MN, City of	Mill Creek, WA, City of
Bellevue, WA, City of	Missoula, MT, City of
Bellingham, WA, City of	Montrose, CO, City of
Bend, OR, City of	Mount Pleasant, MI, City of
Beverly Hills, CA, City of	Mountain View, CA, City of
Billings, MT, City of	Murray City Corporation, UT
Bismarck, ND, City of	Newcastle, WA, City of
Burlington, IA, City of	North Branch, MN, City of
Butte-Silver Bow, MT, City & County of	North Lauderdale, FL, City of
Carlsbad, CA, City of	Northfield, MN, City of
Carson, CA, City of	Oceanside, CA, City of
Casper, WY, City of	Orinda, CA, City of
Cave Creek, AZ, Town of	Palo Alto, CA, City of
College Station, TX, City of	Paradise Valley, AZ, Town of
Colorado Springs Attorney's Office, CO	Pella, IA, City of
Colorado Springs, CO, City of	Peoria, AZ, City of
Concord, NC, City of	Phoenix, AZ, City of
Cumberland, MD, City of	Plymouth, MN, City of
Dallas, TX, City of	Prescott, AZ, City of
Danville, VA, City of	Pulaski, VA, Town of
Davis, CA, City of	Queen Creek, AZ, Town of
Desert Hot Springs, CA, City of	Rancho Cucamonga, CA, City of
Des Plaines, IL, City of	Redmond, WA, City of
Dickinson, ND, City of	Richland, WA, City of
District of Columbia Government	Rifle, CO, City of
Durham, NC, City of	Riverside, CA, City of
Eden Prairie, MN, City of	Roanoke, VA, City of
Edmond, OK, City of	Rochester, MN, City of
Encinitas, CA, City of	Roseburg, OR, City of
Eugene, OR, City of	Sacramento, CA, City of
Fargo, ND, City of	San Clemente, CA, City of
Farmington, MN, City of	San Francisco, CA, City of
Fayetteville, NC, City of	San Jose, CA, City of
Federal Way, WA, City of	San Ramon, CA, City of
Fergus Falls, MN, City of	Santa Ana, CA, City of
Flagstaff, AZ, City of	Santa Cruz, CA, City of

FLA CITY CLIENTS	
Fremont, CA, City of	Schaumburg, IL, Village of
Fresno, CA, City of	Scottsdale, AZ, City of
Ft. Lauderdale, FL, City of	Seattle, WA, City of
Glen Ellyn, IL, Village of	Shakopee, MN, City of
Goodyear, AZ, City of	Sheboygan Falls, WI, City of
Grand Forks, ND, City of	Sioux City, IA, City of
Grand Junction, CO, City of	Sioux Falls, SD, City of
Grants Pass, OR, City of	Solano Beach, CA, City of
Greensboro, NC, City of	Springfield, OR, City of
Hamilton, OH, City of	Surprise, AZ, City of
Hanford, CA, City of	Tacoma, WA, City of
Hartford, CT, City of	Telluride, CO, Town of
Healdsburg, CA, City of	Thief River Falls, MN, City of
Hercules, CA, City of	Tucson, AZ, City of
Hilton Head, SC, Town of	Tukwila, WA, City of
Huber Heights, OH, City of	Walnut Creek, CA, City of
Huron, SD, City of	Washington DC, City of
Issaquah, WA, City of	Upper Arlington, OH, City of
Jackson, MN, City of	Valley City, ND, City of
Kalamazoo, MI, City of	Vancouver, WA, City of
Kalispell, MT, City of	Walnut Creek, CA, City of
Kansas City, MO, City of	Washington DC, City of
Kennewick, WA, City of	Watertown, NY, City of
Kingman, AZ, City of	West Fargo, ND, City of
Kirkland, WA, City of	West Hollywood, CA, City of
Lake Havasu City, AZ, City of	West Jordan, UT, City of
Lake Oswego, OR, City of	Wichita, KS, City of
Lakewood, CO, City of	Wilmington, NC, City of
Larkspur, CA, City of	Windom, MN, City of
Liberty, MO, City of	Windsor, CA, Town of
Litchfield Park, AZ, City of	Woodland Park, CO, City of
Longview, WA, City of	Yuma, AZ, City of
Los Angeles, CA, City of	



Legislation Details

File #: RES 13-20 Version: 1 Name:

Type: Resolution Status: AGENDA READY

File created: 12/17/2013 In control: City and Borough Assembly

On agenda: 12/23/2013 Final action:

Title: Supporting CBS's highest priority for City and State Capital Project Requests to the State of Alaska and 2014 Legislature

Sponsors:

Indexes:

Code sections:

Attachments: [Res 2013-20 Memo](#)
[Res 2013-20 Capital Projects Priority](#)

Date	Ver.	Action By	Action	Result
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December 18, 2013

MEMO TO: Mark Gorman, Municipal Administrator
Mayor and Assembly

FROM: Marlene Campbell,  Government Relations Director

SUBJECT: Request for Reprioritization of CBS Highest Priority Legislative Requests

The Assembly approved the FY2015 CBS Legislative Priorities in September 2013. Last week the Governor released his FY2015 budget with no funding included for any Sitka Legislative Priorities except current grant and loan programs. The Governor also focused on the severe State budget reductions anticipated and very limited funding for any capital projects. He indicated projects already under development with State funding would have higher priority for the limited funding available.

Senator Stedman therefore requested revising the CBS 2015 Legislative Priorities slightly to reflect those Sitka projects which have already received substantial State funding and are well into development. The City's number one highest priority continues to be Blue Lake, which is well along in construction but for which additional State participation could reduce Sitka's long-term bond debt. The State has already provided nearly \$52 million toward this project.

The second highest priority would be the State-owned Mt. Edgecumbe Statewide Boarding School pool project. The State has already provided around \$25 million and the project is close to construction. This is a State Mt. Edgecumbe High School project for both construction and operations. There is no direct financial impact on CBS. However, this Olympic-sized pool in Sitka would provide jobs and directly benefit many users including the Mt. Edgecumbe students, State Trooper Academy, U.S. Coast Guard, and community swim teams, and tournaments could involve swimmers statewide, providing many economic benefits to Sitka.

Third highest priority would be the City's Sawmill Cove Industrial Park Waterfront Development. The State has already provided \$7.5 million dollars of funding to develop a bulkhead dock, and the project is planned for construction. To fully make the waterfront operational, however, additional funds are needed for bank stabilization and further bulkhead development along the remainder of the waterfront. The economic impacts of this project could be substantial by permitting the Park to again function as a deep water port facility.

Each year, the City and Borough of Sitka has requested direct State assistance for CBS capital projects and has supported major State capital projects such as Public Safety Academy upgrades through its Legislative Priorities. It is hoped that by focusing on those projects which are already underway, it may still be possible to receive State support to help to get them to completion.

CITY AND BOROUGH OF SITKA
RESOLUTION NO. 2013-20

A RESOLUTION BY THE CITY AND BOROUGH OF SITKA SUPPORTING ITS HIGHEST PRIORITY
CAPITAL PROJECT REQUESTS TO THE STATE OF ALASKA AND 2014 LEGISLATURE

WHEREAS, the City and Borough of Sitka (CBS) has adopted its FY'2015 City and Borough of Sitka State Legislative Priorities in Resolution No. 2013-14; these are all municipal and state Sitka capital project priorities to maximize public infrastructure and services in cooperation with the State of Alaska; and

WHEREAS, due to declining State and Federal resources, capital requests to complete projects for which substantial funding and development have already taken place may be given higher priority for funding for completion; and

WHEREAS, three of the City and Borough of Sitka approved FY'2015 Legislative Priorities project requests (two municipal projects and one State project) have already received significant funding but urgently require assistance to achieve completion.

NOW, THEREFORE, BE IT RESOLVED that the Assembly of the City and Borough of Sitka, Alaska, gives highest priority to these partially funded capital projects already in development and requests the State of Alaska's full support:

1. **The City's Blue Lake Hydroelectric Expansion Project continues to be Sitka's number one highest priority**, and CBS continues to request that the State fully partner 50/50 with CBS to complete this critical community energy upgrade now under construction;
2. **The State's Mt. Edgecumbe Statewide Boarding School Olympic Sized Pool is nearly fully funded and designed. This major improvement for Mt. Edgecumbe State High School is the second highest priority.** Design and site preparation are well underway. This facility will serve not only Mt. Edgecumbe's statewide student body but also the State's Sitka-based Public Safety Academy, U.S. Coast Guard base, the Southeast Alaska region, and the many swimmers in the Sitka community.
3. **The City's Sawmill Cove Industrial Park Waterfront Development is the third highest priority** to help CBS complete bank stabilization and bulkhead upgrades to permit utilization of the port facilities and the \$20 million worth of uplands facilities already completed. Design and funding of the Central Bulkhead are substantially complete, but additional bank stabilization and development are needed to make the Industrial Park a usable port facility to encourage economic development for Sitka and Southeast Alaska.

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska, on this 23rd day of December, 2013.

ATTEST:

Sara Peterson, CMC
Acting Municipal Clerk

Mim McConnell, Mayor



Legislation Details

File #: ORD 13-45 Version: 1 Name:

Type: Ordinance Status: SECOND READING

File created: 12/4/2013 In control: City and Borough Assembly

On agenda: 12/23/2013 Final action:

Title: Authorizing the Lease of Approximately 0.04 Acres of Tidelands in Alaska Tidelands Survey 1160 to Estate of Jack N. Parrish

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance 2013-45 and info](#)

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

MEMORANDUM

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

FROM: Maegan Bosak, Planner I *MB*

SUBJECT: Ordinance 2013-45 Authorizing the Lease of Tidelands to the estate of Jack N. Parrish

DATE: November 25, 2013

The tidelands lease ADL 10156 expired November of 2013. Ordinance 2013-45 is on the Assembly's agenda to authorize the issuance of a new lease for the property.

The 0.04 of tidelands is leased to the estate of Jack N. Parrish. It is located out Halibut Point Road, past Haven Lane, at 3403 Halibut Point Road. The tidelands lease, associated with Lot 5 of Parrish Subdivision, is directly adjacent to the Parrish's property and used for a corner portion of a home and fill.

The proposed market rent, based on the value established by the Assessor, will be \$751.28 a year. This new lease is based on the revised 4.5% lease rate approved by the Assembly earlier this year with the terms of a thirty (30) year lease with an adjustment every seven (7) years.

The Municipality inherited the tidelands from the State of Alaska. Parrish's 1983 tidelands lease expired in November of this year. The original tidelands lease was created in November of 1983 between Jack Parrish and the State of Alaska. The term was set for thirty (30) years at a rate of \$200 per year. This year the estate paid \$470.79.

Following the passage of Ordinance 2013-45, a new lease for the tidelands will be prepared and executed.

RECOMMENDED ACTION: Approve the ordinance.

Randy Hughes
Assessor
10/31/2013

2013 Tidelands Lease

ATS 1160
ADL 101561

Adjoining Parcel Number	2-5580-005
Total Square Feet	1,908
Lease Rate	4.5%
Upland/Filled Value PSF	\$ 14.00
Upland/Filled Square feet	954
Unfilled Value PSF (25% of Upland Value)	\$ 3.50
Unfilled Square Feet	954
Submerged/Prefilled Value PSF (50% of Unfilled Value)	\$ 1.75
Submerged/Prefilled Square Feet	0
Market Value	\$16,695.00
Annual Market Rent	\$ 751.28

Upland value includes a 50% negative adjustment for shape and easement for pedestrian access.

Sponsor: Administrator

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2013-45

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA, ALASKA
AUTHORIZING THE LEASE OF APPROXIMATELY 0.04 ACRES OF TIDELANDS IN
ALASKA TIDELANDS SURVEY 1160 TO ESTATE OF JACK N. PARRISH

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 lease of tidelands to the estate of Jack N. Parrish. The lease of the municipally owned ATS 1160 expired in November of 2013.

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

A. The leasing of approximately 0.04 acres of tidelands in Alaska Tideland Survey 1160 to the estate of Jack N. Parrish is hereby authorized with the following terms:

- 1) The parcel is valued at \$16,695.
- 2) The annual lease payments shall be 4.5% per year of the value of the tidelands (\$751.28 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. The Administrator is authorized to execute a lease document consistent with the terms of this ordinance, SGC Title 18 that governs tidelands leases, and, existing municipal policies and practices on tideland leases.

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

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska this 23rd day of December 2013.

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ATTEST:

Sara Peterson, CMC
Acting Municipal Clerk

Mim McConnell, Mayor

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADVERTISE THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT AND DEDICATE TO ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE 6/28/00
John Garrison
 SPECIAL SURVEYOR/REGISTRAR
 STATE OF ALASKA

NOTARY'S ACKNOWLEDGMENT

STATE OF ALASKA
 CITY & BOROUGH OF SITKA

THIS IS TO CERTIFY THAT ON THIS 28th DAY OF JUNE, 2000, BEFORE ME, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JOHN GARRISON, REGISTRAR, STATE OF ALASKA, REGISTRAR, WHOSE NAME AND ADDRESS I HAVE RECORDED IN THE PUBLIC RECORDS OF THE STATE OF ALASKA, AND WHO FULFILLED HIS DUTY AS A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, AND WHO EXECUTED THIS WITHIN PLAT AND THIS ACKNOWLEDGMENT TO ME THAT HE SIGNED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN SPECIFIED.

WITNESS MY HAND AND NOTARY SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST BY COMMISSION EXPIRES NOV. 18, 2001.

NOTARY PUBLIC
Edwina Barnett Shimons
 185 Commercial Avenue, Ste. 110, Sitka, Alaska 99581

**CERTIFICATE STATE OF ALASKA
 SEIRST JUDICIAL DISTRICT**

THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND ASSESSOR FOR THE CITY & BOROUGH OF SITKA, HEREBY CERTIFY THAT ACCORDING TO THE RECORDS IN MY POSSESSION, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED IN THE TAX RECORDS OF THE CITY & BOROUGH OF SITKA, ALASKA, TO WIT:

AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL TAXES ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL TO THE YEAR 2000, WHICH WILL BE THE DAY OF BEFORE ABOUT 31, 2000 DATED THIS 28th DAY OF JUNE, 2000.

ASSESSOR, CITY AND BOROUGH OF SITKA

CERTIFICATE OF APPROVAL BY THE BOARD

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA PLATING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. 100-00-01 DATED NOV. 12, 2000, AND THAT THE PLAT SHOWN HEREIN HAS BEEN RECORDED IN THE OFFICE OF THE DISTRICT ADMINISTRATOR, EXCEPTED RECORDER, SITKA, ALASKA.

DATE 7-6-00
Edwina Barnett Shimons
 SECRETARY

CERTIFICATE OF APPROVAL BY THE ASSEMBLY

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY & BOROUGH OF SITKA ASSEMBLY AS RECORDED IN MINUTE BOOK N/A, PAGE N/A, DATED N/A 20 N/A AND THAT THE PLAT SHOWN HEREIN HAS BEEN APPROVED FOR RECORRING IN THE OFFICE OF THE DISTRICT COURT, EXCEPTED RECORDER, SITKA, ALASKA.

DATE 6/28/00
[Signature]
 MAYOR

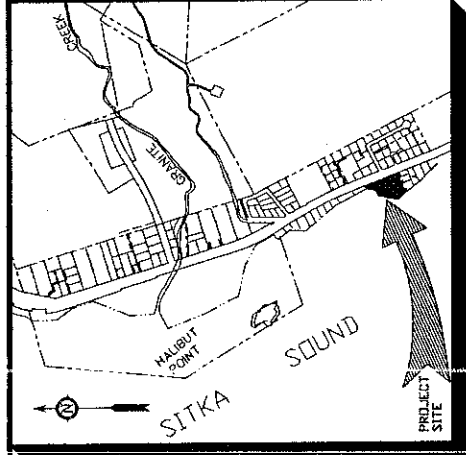
CERTIFICATE OF PAYMENT OF LOCAL IMPROVEMENT DISTRICT

I, THE UNDERSIGNED, BEING DULY APPOINTED AND QUALIFIED, AND FINANCE DIRECTOR FOR THE CITY & BOROUGH OF SITKA, DO HEREBY CERTIFY THAT, ACCORDING TO THE RECORDS OF THE CITY & BOROUGH OF SITKA, THE FOLLOWING DESCRIBED PROPERTY IS CARRIED IN THE RECORDS OF THE CITY & BOROUGH OF SITKA, ALASKA, TO WIT:

ALL OWNERS OF RECORD, AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION, ALL LOTS ASSESSED AGAINST SAID LANDS AND IN FAVOR OF THE CITY & BOROUGH OF SITKA ARE PAID IN FULL.

DATED THIS 28th DAY OF JUNE, 2000, AT SITKA, ALASKA.

[Signature]
 FINANCE DIRECTOR
 CITY & BOROUGH OF SITKA

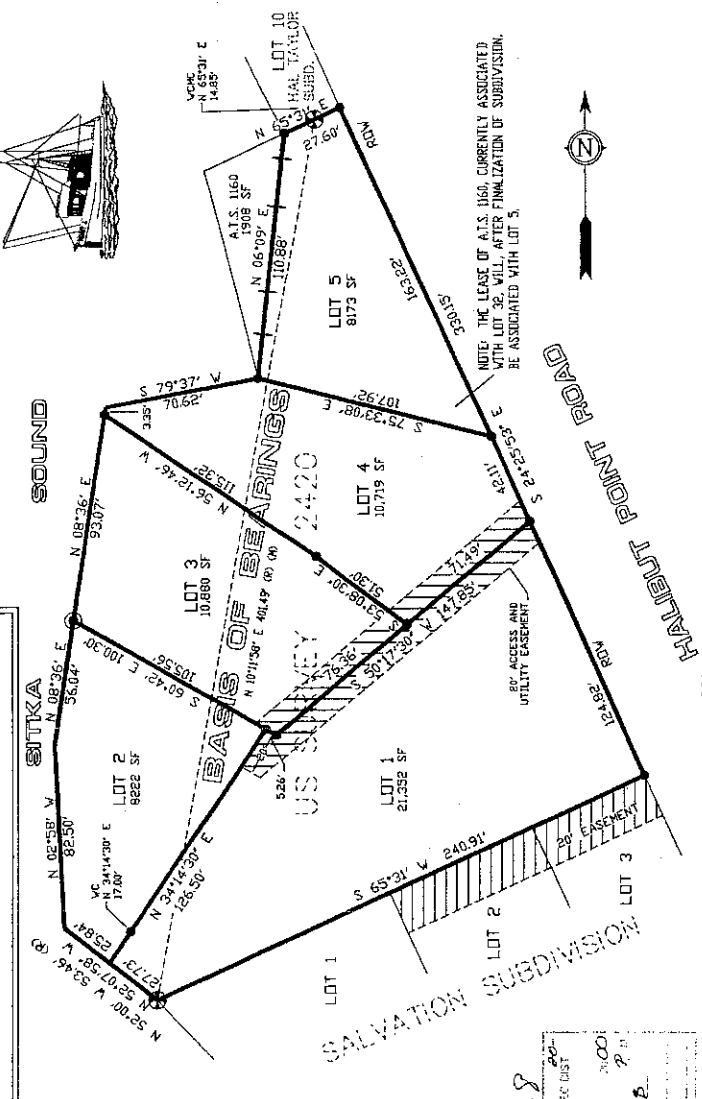
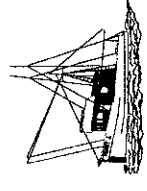
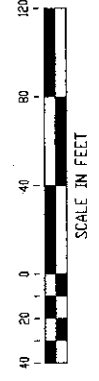


VICINITY MAP
 SCALE 1"=1,000'

- LEGEND**
- ⊕ BLWALD PRIMARY BRASS CAP (RECOVERED)
 - SECONDARY MONUMENT (SET)
 - ⊙ 1 1/2" ALUM ROCK TABLET (SET)
 - ⊚ 1/4" HUB SET
 - ⊕ RECORDED DATA
 - ⊖ COMPUTED DATA
 - ⊔ MEASURED DATA

PLAT NOTES

- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 32 INTO 5 LOTS OF APPROXIMATELY EQUAL VALUE.
- LOT 1 OF THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED UNLESS ALTERNATE ACCESS FROM HALIBUT POINT ROAD CAN BE PROVIDED.
- NEW STRUCTURES MAY BE BUILT OR PLACED ON THE LOTS IN THIS SUBDIVISION UNLESS THE EXISTING UTILITIES ARE FIRST LOCATED ON THE LOT INVOLVED, AND THE NEW STRUCTURE DOES NOT INTERFERE WITH THOSE UTILITIES.
- LOT 5 CAN BE ACCESSED ONLY FROM HALIBUT POINT ROAD.
- THE SMALLER TRAILER ON LOT 3 MUST BE REMOVED WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAT.



PARISH SUBDIVISION
 LOT 32
 U. S. SURVEY 2420

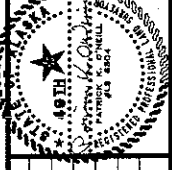
CLIENT: PARRISH ESTATE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR LICENSED IN THE STATE OF ALASKA, AND THAT IN ACCORDANCE WITH THE SURVEY OF THE AFORESAID LOTS I HAVE CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THE LOTS ARE CORRECTLY DIVIDED AND THAT ALL BEARINGS AND DISTANCES ARE CORRECT ACCORDING TO SAID FIELD NOTES.

DATE 6/27/00
[Signature]
 SURVEYOR

REVISED BY: DM
 DRAWING NO: 30024-01-00
 PROJECT: 20024-01-00
 SCALE: 1" = 40'
 DRAWING NAME: 2420-SUB



DATE	REV.	DESCRIPTION OF CHANGE

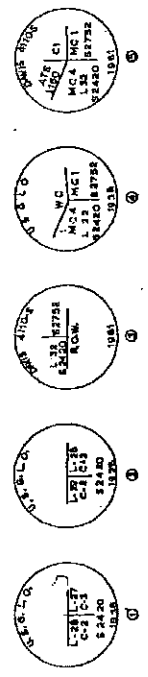
RECORD OF REVISIONS

O'NEILL
 SURVEYING AND ENGINEERING

BOX 1949 SITKA, ALASKA 99585
 907 471-6700

6000-8
 Sitka REC DIST

DATE 7-12 2000
 TIME 1:55 P.M.
 Requested by SCB
 Address: _____



MONUMENT ACCESSORIES
 MONUMENT NO. 3, 3.313312680
 N.W. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 144.00 FEET
 S.W. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 47.4 FEET
 S.E. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 67.5 FEET
 MONUMENT NO. 5, 5.123123000
 15' HORIZON BEARS N 26°47' E A DISTANCE OF 83.71 FEET
 15' HORIZON BEARS S 26°47' W A DISTANCE OF 83.71 FEET
 MONUMENT NO. 6, 6.111111111
 N.W. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 104.00 FEET
 N.E. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 104.00 FEET
 MONUMENT NO. 7, 7.111111111
 N.W. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 114.00 FEET
 N.E. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 114.00 FEET

CERTIFICATE
 WE HEREBY CERTIFY THAT WE HAVE PERSONALLY EXAMINED THE PLAT OF SURVEY AND THE MONUMENTS SHOWN THEREON AND THAT THEY CORRESPOND TO THE DATA AND DIMENSIONS THEREON AND THAT THE SAME ARE CORRECT AND ACCURATE.
 DATE: 8-17-92
 WITNESSES: [Signatures]

NOTARY'S
 U.S. OF AMERICA
 CITY & BOROUGH OF SITKA
 STATE OF ALASKA
 THIS IS TO CERTIFY THAT I AM THE DIRECTOR, ALASKA DIVISION OF TECHNICAL SERVICES AND THAT I HAVE PERSONALLY EXAMINED THE PLAT OF SURVEY AND THE MONUMENTS SHOWN THEREON AND THAT THEY CORRESPOND TO THE DATA AND DIMENSIONS THEREON AND THAT THE SAME ARE CORRECT AND ACCURATE.
 WITNESSES: [Signatures]

SURVEYOR:
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OWNERSHIP CERTIFICATE
 I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE DIRECTOR, ALASKA DIVISION OF TECHNICAL SERVICES AND THAT I HAVE PERSONALLY EXAMINED THE PLAT OF SURVEY AND THE MONUMENTS SHOWN THEREON AND THAT THEY CORRESPOND TO THE DATA AND DIMENSIONS THEREON AND THAT THE SAME ARE CORRECT AND ACCURATE.
 DATE: 8-17-92

NOTARY'S ACKNOWLEDGEMENT
 U.S. OF AMERICA
 CITY & BOROUGH OF SITKA
 STATE OF ALASKA
 THIS IS TO CERTIFY THAT ON THIS DAY OF SEPTEMBER, 1992, BEFORE ME, THE NOTARY PUBLIC, APPEARED [Signatures] KNOWN TO ME TO BE THE IDENTICAL INDIVIDUALS MENTIONED AND WHO EXECUTED THE WITHIN INSTRUMENT AND VOLUNTARILY FOR THE USE AND PURPOSES THEREIN SPECIFIED.
 WITNESSED MY HAND AND NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST HEREIN WRITTEN.
 MY COMMISSION EXPIRES 12-31-97

NOTES
 (1) MONUMENT NO. 1 IS A SUBURBANE RESIDENTIAL ACCESS MONUMENT. EXISTING OVER THE EXISTING TRACT WHICH IS LEASED.
 (2) U.S.C. & S.S. STATIONS WERE USED TO ESTABLISH GRID. BENCH COORDINATES FOR THIS SURVEY ONLY AND THE MONUMENTS SHOWN ON THIS PLAT ARE NOT TO BE USED FOR THE PURPOSE OF SURVEYING FOR THIS PLAT.



MONUMENT ACCESSORIES
 MONUMENT NO. 8, 8.111111111
 N.W. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 144.00 FEET
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 15' HORIZON BEARS S 26°47' W A DISTANCE OF 83.71 FEET
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 N.E. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 104.00 FEET
 MONUMENT NO. 11, 11.111111111
 N.W. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 114.00 FEET
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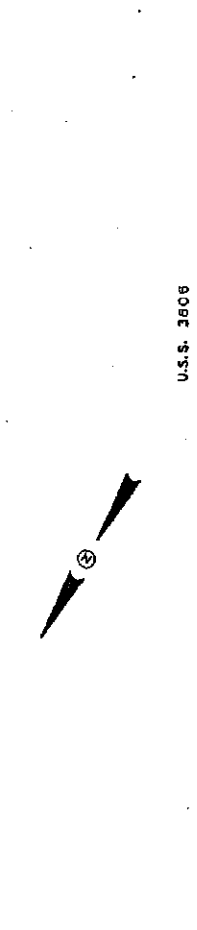
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MONUMENT ACCESSORIES
 MONUMENT NO. 12, 12.111111111
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 S.E. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 67.5 FEET
 MONUMENT NO. 13, 13.111111111
 15' HORIZON BEARS N 26°47' E A DISTANCE OF 83.71 FEET
 15' HORIZON BEARS S 26°47' W A DISTANCE OF 83.71 FEET
 MONUMENT NO. 14, 14.111111111
 N.W. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 104.00 FEET
 N.E. COR. OF HOUSE BEARS 87°20' W A DISTANCE OF 104.00 FEET
 MONUMENT NO. 15, 15.111111111
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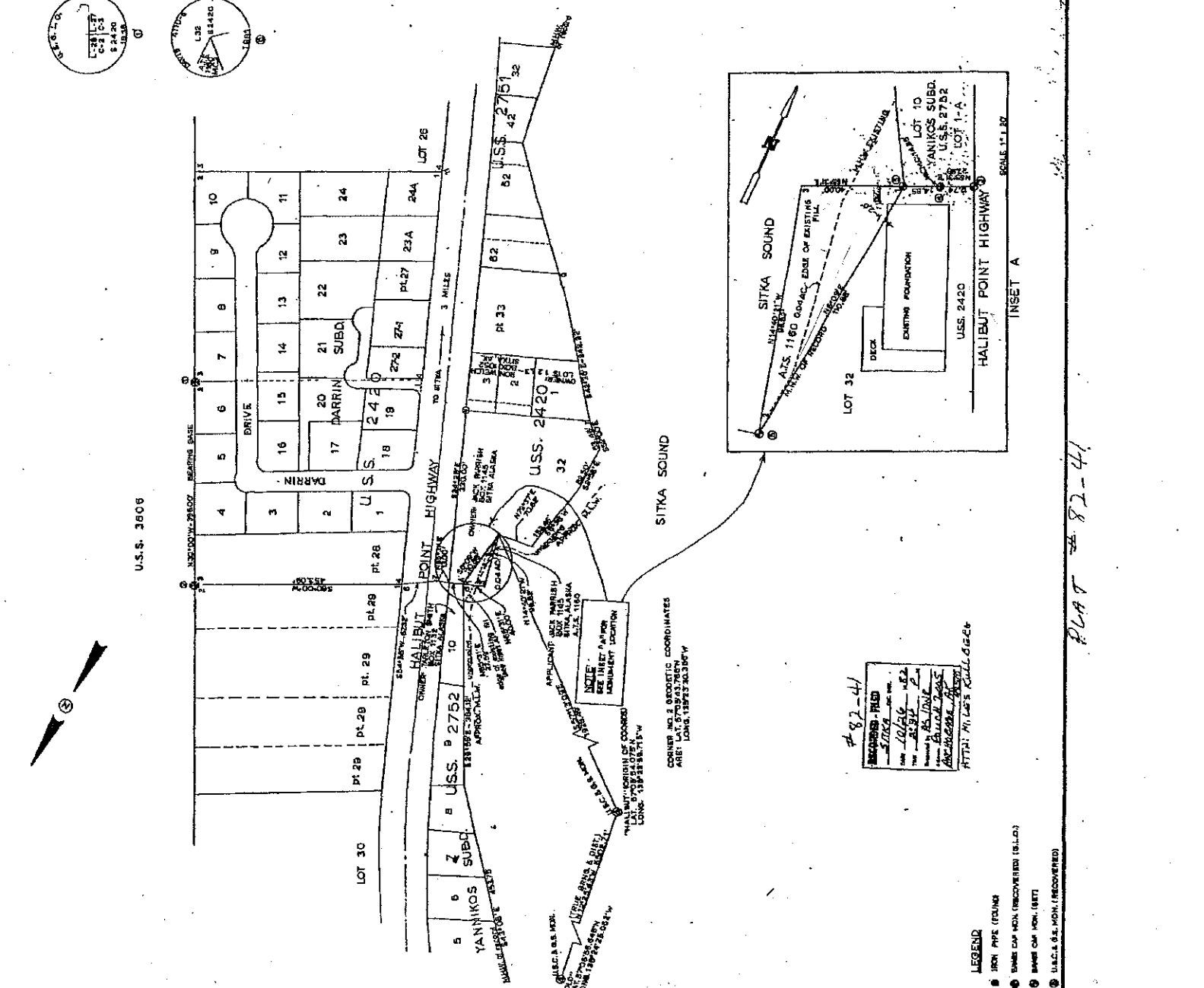
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 WITNESSES: [Signatures]

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 MY COMMISSION EXPIRES 12-31-97

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ATS 1160

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

Jack N Parrish
1086 Pond Reef Rd
Ketchikan, AK 99901

Re.: Transfer of Tideland Lease **ADL 101561** 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 Sitka Recording District
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND AND WATER MANAGEMENT
Pouch 7-005
Anchorage, Alaska 99510

TIDELAND ADL No. 101561

LEASE AGREEMENT

This Lease Agreement is made and entered into this 4th day of November, 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 JACK PARRISH

whose address is Box 1145, 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 Tideland Survey No. 1160, within protracted Section 16, Township 55 South, Range 63 East, Copper River Meridian, containing 0.04 acres, more or less, according to the survey plat filed in the Sitka Recording District on October 26, 1982 as plat No. 82-41.

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 and conditions contained within Attachments A and B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said demised premises for a term of thirty (30) years commencing on the 4th day of November, 1983 and ending at 12 o'clock midnight on the 3rd day of November, 192013, 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 4th day of November of every year during said term at the rate of Two Hundred and No/100 dollars (\$ 200.00) 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: Jack Parrish
Box 1145
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.

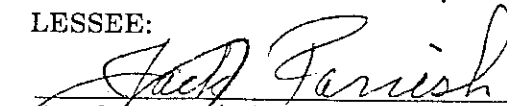
27. Integration and Modification. This Lease, including all attachments and documents which by reference are incorporated herein or made a part hereof, contains the entire agreement between the parties hereto.

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:



Jack Parish

LESSOR:



DIRECTOR
Division of Land and Water Management

APPROVED:

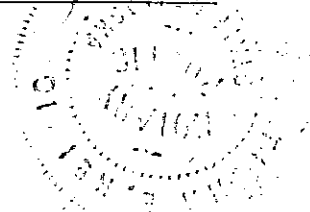
COMMISSIONER
Department of Natural Resources

STATE OF ALASKA)
) ss.
_____ Judicial District)

THIS IS TO CERTIFY that on this 30 day of DEC, 1983,
before me appeared JACK PARRISH, to me known
and known to me to be the person named in and who executed the Lease and acknowledged voluntarily signing
the same.

Risha E. Garcia

Notary Public in and for the State of Alaska
My Commission expires: 12.17.87

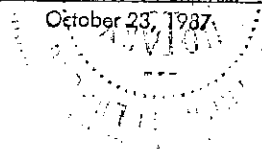


STATE OF ALASKA)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this 20th day of January, 1984,
before me personally appeared Edward G. Barber Jr. 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.

Arthur G. Barber

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



APPROVED AS TO FORM:

Barbara J. Miracle

Assistant Attorney General

Date: 7/3/80

Jack Parrish
ADL 101561 - Tideland Lease
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BOOK 63 PAGE 964
Sitka Recording District

ATTACHMENT A

SPECIAL STIPULATIONS

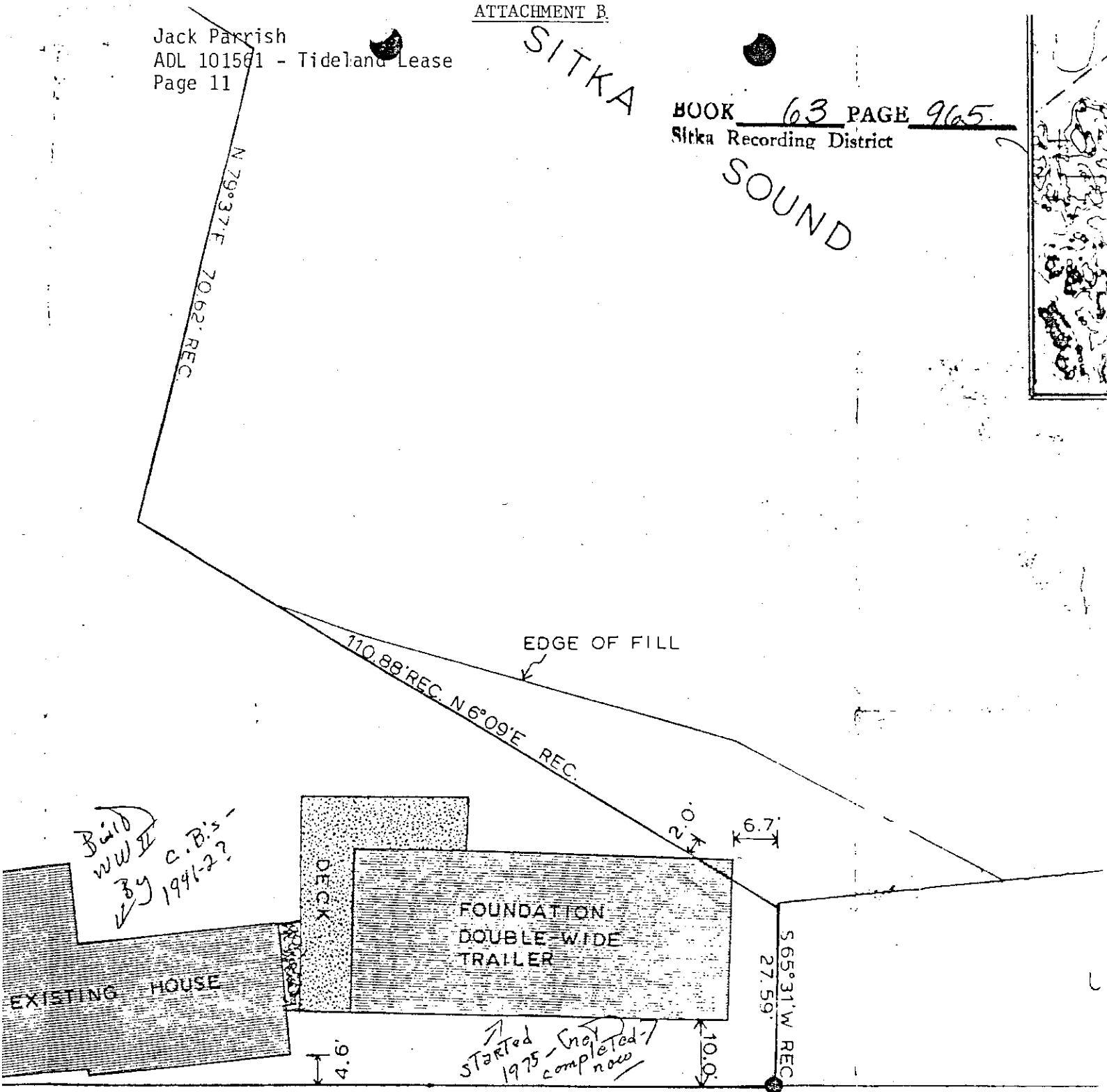
- 1.) For the purposes of this lease, development shall be limited in form and scope to those improvements herein specified and those shown on Attachment B (a development plan), unless approved in writing by the Lessor prior to installation or construction. Use of the lease area for purposes other than those specified herein shall constitute a breach of said lease.
- 2.) Lease area is subject to a 50 foot pedestrian access easement seaward of the line of mean high water.

Jack Parrish
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SITKA

BOOK 63 PAGE 965
Sitka Recording District

SOUND



8 4-0 2 8 2
N/C

RECORDED-FILED
SITKA REC.
DISTRICT

FEB 3 3 08 PM '84

REQUESTED BY (AS/DL+WM)

After Recording Mailto:

AK. Dept. of Nat. Resources
Division of Land + Water Mgt.
Contract Administration
Pouch 7-005

ADDRESS

**WADE AND GRETCHEN PARRISH
TIDELANDS LEASE AGREEMENT**

The City and Borough of Sitka ("CBS" or "Lessor") and Wade and Gretchen Parrish ("Parrish" or "Lessee"), collectively referred to as the "Parties," enter into this Tidelands Lease Agreement ("Lease"), based on the terms and conditions set out in this "Lease," and as approved by the City and Borough of Sitka Assembly in Ordinance _____, effective _____.

WHEREAS, the Lessor is the owner of certain tidelands within protracted Section 16, Township 55 South, Range 63 East, Copper River Meridian in Sitka, Alaska, comprising of approximately 0.04 acres in Alaska Tidelands Survey No. 1160, and graphically represented on the copy of the attached Exhibit A, hereafter referred to as the "Subject Property;" and

WHEREAS, 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.

NOW THEREFORE, based on the consideration setout below, the Lessor and Lessee agree to the following terms and conditions:

1. Lessor leases to the Lessee, for a term of approximately thirty (30) years, expiring December 31, 2043, the Subject Property described as:

Alaska Tidelands Survey No. 1160, located within protracted Section 16, Township 55 South, Range 63 East, Copper River Meridian, according to the plat filed in the Sitka Recording District on October 26, 1982 as Plat 82-52 containing 0.04 acres, more or less.

2. Lessee, in consideration of this Lease, agrees as follows:
 - a. Lease payments shall be made annually to Lessor. The annual lease payments shall be \$751.28 per year, which is the equivalent of 4.5% of the value of the Subject Property, which is valued at \$16,695.00. All subsequent annual lease payments shall be subject to adjustment in accordance with Sitka General Code ("SGC") Section 18.16.210, and any subsequent amendment to this code section.
 - b. The current version of SGC Section 18.16.210 subjects the annual lease payment to adjustment on the seventh anniversary of the lease and each seven years thereafter, with the annual lease payment being changed by the percentage change in the amount established by dividing the grand total of the land value on the official municipal real property assessment roll for the initial tax year, compared with similar calculation using the figures seven years later. The base figure the initial tax year is \$16,695. The Lessee shall be subject to any adjustment to rent as set out in any subsequent amendment to SGC Section 18.16.210.
 - c. Lessee shall pay sales tax to the City and Borough of Sitka, based on the amount of each annual lease payment.

- d. The first year's payment is due on the date the Lease is signed and executed by all of the parties to the Lease. All subsequent payments shall be made by that same date each year.
 - e. The Lease may not be assigned or sublet by the Lessee without the consent of the Lessor.
 - f. If the full lease payment is not timely paid, and Lessee fails to remedy default within thirty (30) days after receipt of written notice of any such lease payment arrears, the Lessor may immediately, or at any time thereafter while such default continues, terminate the lease, repossess the Subject Property, enter on Subject Property, expel Lessee and those claiming right to possession or to be on the Subject Property based on the rights of the Lessee, and remove Lessee's effects (forcefully if necessary) without being guilty of any trespass. These rights are in addition to any other rights and remedies, without prejudice, which might otherwise be used for arrears or lease payments, proceedings on breach of agreement, or collection on arrears.
 - g. The Lessee agrees to pay any Local Improvement District assessments that may be levied against the Subject Property to the same extent and in the same amount as if the Lessee were the owner of the Subject Property which would be included in the Local Improvement District to be formed or contemplated. The Lessee shall share the Lessor's right as owner in all proceedings under the Local Improvement District (except for payment of assessments) in proportion that the remaining years of the lease bear to twenty (20). (For example: If the lease has five (5) years to run, the Lessee shall have the right to exercise 5/20ths of the Lessor's vote and the Lessor, 15/20ths.)
3. The Parties mutually agree as follows:
- a. The terms and conditions herein contained shall apply to and bind the heirs, successors, and agents of the respective Parties.
 - b. Waiver by Lessor of any term or condition setout in this Lease shall not be considered a waiver of any subsequent breach of said term or condition.
 - c. Lessee agrees to hold harmless, insure and indemnify the Lessor from any liability for property damage or personal injury to any person or persons on or about the Subject Property and to carry and provide proof of liability insurance in such amounts as may be agreed to between the parties to cover such liability, with the Lessor as an additional named insured.
 - d. The Lease may be renewed if upon the expiration of the Lease, the Lessee desires a renewal lease on the Subject Property or property interests covered herein. Lessee shall within thirty (30) days before the expiration of the Lease, make a written request to the Lessor for renewal of lease in which Lessor must certify under oath as to the character and value of all the improvements existing upon the land, the purpose for which Lessee desires a renewal, and such other information as may be required.
 - e. If Lessee occupies the Subject Property after the expiration date of this Lease without the consent of the Lessor, such possession shall be construed as an annual tenancy and Lessee



Legislation Details

File #: ORD 13-46 Version: 1 Name:
Type: Ordinance Status: SECOND READING
File created: 12/4/2013 In control: City and Borough Assembly
On agenda: 12/23/2013 Final action:
Title: Amending Sitka General Code 13.06.010 entitled "Moorage Charges and Fees"
Sponsors:
Indexes:
Code sections:
Attachments: [ORD 2013-46 Moorage](#)

Date	Ver.	Action By	Action	Result
12/10/2013	1	City and Borough Assembly		

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2013-46

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING
SITKA GENERAL CODE SECTION 13.06.010 ENTITLED
“MOORAGE CHARGES AND FEES”

1. **CLASSIFICATION.** This ordinance is of a permanent nature and is intended to be a part of the Sitka General Code.

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 and circumstances shall not be affected.

3. **PURPOSE.** This ordinance will increase moorage fees and/or charges beginning January 1, 2014 for permanent and waitlist moorage for use of the Sitka harbor system by 6.15%. The increase is to assist in funding the full life cycle costs of all harbor facilities to include operations, maintenance, and replacement. In particular, the permanent and wait list moorage rate to fund the Capital Improvement Projects Plan in accordance with the Harbor System Master Plan will be an monthly rate to pay for such expenses that occur due to aging infrastructure. The annual rate for permanent and waitlist moorage will be per foot per month.

All harbor users will be required to pay the new moorage charges or fees in accordance with the applicable moorage rate/charge table and payment schedule.

This moorage rate/charge schedule follows the recommendations of the Harbor System Master Plan to assist in providing funding for the Capital Improvement Projects Plan. The status of the Harbor Fund will be reevaluated annually.

This ordinance has been recommended by the Port and Harbors Commission.

4. **ENACTMENT.** NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Section 13.06.010 is amended to read as follows (new language underlined; deleted language stricken):

13.06.010 Moorage charges and fees.

There is established, determined, and levied upon all vessels and waterborne structures moored, tied to, or in any other way attached by rope, cable, gangplank or other means to any float, piling, dock, mooring buoy or other harbor improvement which is owned, constructed, maintained or operated by the city and borough of Sitka a rental charge and/or fee for the privilege and use of such facilities. The charges and fees set forth in this section shall be reviewed annually by the port and harbors commission in the month of January. The administrator and municipal clerk shall each be responsible for ensuring that such review is

put as an item on the commission’s agenda for a meeting in January of each year. The rental charges and/or fees for each vessel or waterborne structure will be imposed and levied upon and collected from the owners, operators, or masters of all such vessels and waterborne structures according to the following classifications set forth in this section:

A. Permanent Moorage.

1. Rates and Fees. Permanent moorage charges shall be assessed per foot per month (or portion thereof) of overall vessel length, or stall length, whichever is greater, as set forth in the table below. The permanent moorage is inclusive of the standard moorage rate to cover operations and a port and harbors development fee to fund the capital improvement projects plan in accordance with the harbor system master plan, as set forth in the table below.

**Moorage Rates and Charges
(per foot per month)**

Permanent Moorage Rate	_____ \$1.90
Port and Harbor Development Fee	_____ \$0.74
Total Permanent Moorage	<u>\$2.80</u> \$2.64

2. Payment Schedule. Payments may be made in advance quarterly, semiannually or annually, but not to exceed one year (January to December ~~October 1st to September 30th~~).

5. EFFECTIVE DATE. This ordinance shall become effective on January 1, 2014.

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska this 23rd day of December, 2013.

Mim McConnell, Mayor

ATTEST:

Sara Peterson, CMC
Municipal Clerk



Legislation Details

File #: ORD 13-47 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 12/16/2013 In control: City and Borough Assembly

On agenda: 12/23/2013 Final action:

Title: Modifying SGC 6.16.010 entitled "Sales-Permit, Fees and Regulations" regarding Outdoor Sales of Goods or Articles in the CBD District, Public Use Zone and Public Boat Harbors

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance 2013-47](#)

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

ORDINANCE NO. 2013-47

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA MODIFYING SITKA
GENERAL CODE 6.16.010 ENTITLED “SALES – PERMIT, FEES AND
REGULATIONS” REGARDING OUTDOOR SALES OF GOODS OR ARTICLES IN
THE CBD DISTRICT, PUBLIC USE ZONE AND PUBLIC BOAT HARBORS**

1. **CLASSIFICATION.** This ordinance is of a permanent nature and is intended to become 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.** The purpose of this ordinance is to modify SGC 6.16.010 entitled “Sales – Permit, fees and regulations” in which the constitutionality of this provision is being called into question. This ordinance clarifies the outdoor sales of goods or articles on public property in the CBD district and public use.

4. **ENACTMENT.** NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that SGC 6.16.010 entitled “Sales – Permit, fees and regulations” is modified to read as follows (new language underlined; deleted language stricken):

**Chapter 6.16
SALES ON PUBLIC PROPERTY**

Sections:

- 6.16.010 Sales—Permit, fees and regulations.
- 6.16.015 Retail sales of food from mobile, nonmotorized vehicles.
- 6.16.020 Determination of time and place of sale of raw fish for purposes of this code.
- 6.16.030 Sale of raw fish at the city and borough-owned hoist.

6.16.010 Sales—Permit, fees and regulations.

Except as allowed in this section, outdoor sales of goods or articles, including solicitation for certain services or activities, are prohibited outdoors on public property in the CBD district, public use zone and public boat harbors. This prohibition includes, but is not limited to, sales on public sidewalks, parking lots and streets, except as allowed below:

A. The following sales will be allowed in areas designated on an annual permit issued by the municipality for a fee of ten dollars:

- 1. Incidental sales by juveniles of Alaskan items made by the juveniles, or natural items collected by the juveniles, to tourists in the Crescent Harbor area and under the O’Connell bridge,
- 2. Handicrafts, artwork and jewelry made from fur and leather indigenous to southeast Alaska, sold by the artist, including traditional sales by Alaska Natives, as well as books

49 written and sold by local authors which depict the history, sociology or everyday life of
50 southeast Alaska, ~~Traditional sales of Alaskan items by Alaska Natives,~~

51 3. Sales of personally made arts and crafts items by senior citizens for charitable
52 purposes,

53 4. a. Sales of items by juveniles, the proceeds from which will primarily benefit a
54 recognized charitable organization dedicated to providing programs for youth,

55 b. Sales will be limited to unique items that are not available commercially,

56 c. Such permits shall be limited to no more than three groups at any one given time;

57 B. Retail sales of food prepared by vendors in compliance with all applicable state, federal
58 and/or municipal agency requirements, as well as other food items which are prepackaged by
59 the manufacturer and do not require further processing, such as gum, candy, juice, chips and
60 soft drinks, from a mobile, nonmotorized food cart as designated on a two-year permit issued
61 by the municipality for a fee of fifty dollars, under the conditions set out in Section 6.16.015;

62
63 C. Retail sales of seafood to the ultimate consumer by the actual fisherman from their
64 vessels at public boat harbors. ~~in the assigned stalls;~~

65
66 D. By prior arrangement with the administrator, sales may be authorized for special events
67 such as the Salmon Derby, the Fourth of July and Alaska Day;

68 E. Solicitation by musicians shall be allowed in areas designated on a musician permit
69 issued by the municipality for an annual fee of ten dollars, under the following conditions:

70 1. Musician may perform and will be issued a musician permit during hours designated
71 by the harbor master or Harrigan Centennial Hall manager, and

72 2. No electrical amplification of any instrument will be allowed;

73 F. On-site supervision by an adult is required for all juveniles under the age of ten who
74 participate in permitted sales and other activities allowed under this section. The permit may
75 be revoked for misconduct such as fraud or loud, aggressive behavior or slandering other
76 permittees, and is subject to regulations as necessary to protect the health, safety and welfare
77 of visitors and citizens, in accordance with SGC 6.19.040;

78 G. Failure to follow the rules of this chapter may result in the loss of a permit.

79
80 * * *

81 5. **EFFECTIVE DATE.** This ordinance shall become effective the day after the
82 date of its passage.

83
84 PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of
85 Sitka, Alaska this 14th day of January, 2014.

86
87 _____
Mim McConnell, Mayor

88 ATTEST:

89 _____
90 Sara Peterson, CMC
91 Acting Municipal Clerk