



CITY AND BOROUGH OF SITKA

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

Meeting Agenda

City and Borough Assembly

*Mayor Steven Eisenbeisz,
Deputy Mayor Kevin Mosher,
Vice Deputy Mayor Crystal Duncan,
Thor Christianson, Chris Ystad,
Timothy Pike, JJ Carlson*

*Municipal Administrator: John Leach
Municipal Attorney: Brian Hanson
Municipal Clerk: Sara Peterson*

Tuesday, August 22, 2023

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. RECITAL OF LANDS ACKNOWLEDGEMENT

IV. ROLL CALL

V. CORRESPONDENCE/AGENDA CHANGES

[23-104](#) Reminders, Calendars, and General Correspondence

Attachments: [Reminders and Calendars](#)

[Assessing Department Quarterly Report 8142023](#)

VI. CEREMONIAL MATTERS

None.

VII. SPECIAL REPORTS: Government to Government, Municipal Boards/Commissions/Committees, Municipal Departments, School District, Students and Guests (five minute time limit)

VIII. PERSONS TO BE HEARD

Public participation on any item off the agenda. All public testimony is not to exceed 3 minutes for any individual, unless the mayor imposes other time constraints at the beginning of the agenda item.

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** [23-102](#) Approve the August 8 assembly meeting minutes

Attachments: [Consent and Minutes](#)

- B** [23-103](#) Approve a retail marijuana store renewal application for Weed Dudes, Inc dba Weed Dudes at 1321 Sawmill Creek Road #J & K

Attachments: [Motion Memo and Application signed](#)

X. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

- C** [23-101](#) Reappoint Darrell Windsor to a three-year term on the Planning Commission

Attachments: [Motion and Application](#)

XI. UNFINISHED BUSINESS:

- D** [ORD 23-17](#) Amending Title 4 “Revenue and Finance” of the Sitka General Code by updating Chapter 4.05 “Marine Passenger Fee Fund”

Attachments: [Motion Ord 2023-17](#)

[Memo and Ord 2023-17 CPV Fund](#)

- E** [ORD 23-18](#) Authorizing the lease of a portion of Tract C, ASLS 79-4 on Harbor Mountain Bypass Road for the purpose of a telecommunications site

Attachments: [Motion Ord 2023-18](#)

[Memo and Ord 2023-18](#)

[Draft Lease Agreement](#)

- F** [ORD 23-19](#) Making supplemental appropriations for fiscal years 2023 and 2024 (reappropriations and supplemental appropriations)

Attachments: [Motion Ord 2023-19](#)

[Memo Ord and Open Encumbrances](#)

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

- G** [ORD 23-20](#) Amending Title 2 “Administration,” Chapter 2.04 “City and Borough Assembly” of the Sitka General Code by updating Sections 2.04.190 “Salaries and compensation” and 2.04.195 “Salaries for assembly members and mayor”

Attachments: [Motion Ord 2023-20](#)
[Memo - Assembly Salaries](#)
[Ord 2023-20](#)

Additional New Business Items

- H** [RES 23-24](#) Supporting the State of Alaska Department of Transportation and Public Facilities Lighting and Airport Beacon Project for the Sitka Rocky Gutierrez Airport

Attachments: [Motion and Res 2023-24](#)

XIII. PERSONS TO BE HEARD:

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

XIV. REPORTS

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

XV. EXECUTIVE SESSION

- I** [23-100](#) Legal/Financial Matter - Gary Paxton Industrial Park Property Transaction

Attachments: [Motion executive session](#)

XVI. ADJOURNMENT

Note: Detailed information on these agenda items can be found on the City website at <https://sitka.legistar.com/Calendar.aspx> or by contacting the Municipal Clerk's Office at City Hall, 100 Lincoln Street or 907.747.1811. A hard copy of the Assembly packet is available at the Sitka Public Library. Regular and Special Assembly meetings are livestreamed through the City's website and YouTube channel, and aired live on KCAW FM 104.7. To receive Assembly agenda notifications, sign up with GovDelivery on the City website.

*Sara Peterson, MMC, Municipal Clerk
Publish: August 18*



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-104 **Version:** 1 **Name:**
Type: Item **Status:** AGENDA READY
File created: 8/16/2023 **In control:** City and Borough Assembly
On agenda: 8/22/2023 **Final action:**
Title: Reminders, Calendars, and General Correspondence
Sponsors:
Indexes:
Code sections:
Attachments: [Reminders and Calendars](#)
[Assessing Department Quarterly Report 8142023](#)

Date	Ver.	Action By	Action	Result
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REMINDERS

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
Tuesday, August 22	Regular Meeting	6:00 PM
Tuesday, September 12	Regular Meeting	6:00 PM



September 2023

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	Aug	28	29	30	31	1	Sep 2
3		4	5	6	7	8	9
		Observed Holiday	6:00pm <u>Sustainability Commission-Liaison Mosher</u>	6:00pm <u>Library Commission- Liaison Duncan</u> 6:00pm <u>School Board - Liaison Mosher</u> 7:00pm <u>Planning Commission- Liaison Christianson</u>			
10		11	12	13	14	15	16
			12:00pm <u>Parks and Recreation Committee-Liaison Duncan</u> 6:00pm <u>Regular Assembly Mtg</u>	5:30pm <u>Tree and Landscape Committee- Liaison Carlson</u> 6:00pm <u>Historic Preservation Commission- Carlson</u> 6:00pm <u>Port and Harbors Commission- Liaison Ystad</u>	12:00pm <u>Local Emergency Planning Committee- Liaison Mosher</u>		
17		18	19	20	21	22	23
				12:00pm <u>Health Needs and Human Services Commission- Liaison Duncan</u> 7:00pm <u>Planning Commission - Liaison Christianson</u>			
24		25	26	27	28	29	30
			6:00pm <u>Regular Assembly Mtg</u>	5:30pm <u>Police and Fire Commission- Liaison Pike</u>			Oct

October 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Oct	2	3	4	5	6	7
		<p>Municipal Election <u>6:00pm Sustainability Commission-Liaison Mosher</u></p>	<p><u>6:00pm School Board - Liaison Mosher</u> <u>7:00pm Planning Commission-Liaison Christianson</u></p>	<p><u>12:00pm Local Emergency Planning Committee-Liaison Mosher</u></p>		
8	9	10	11	12	13	14
		<p><u>12:00pm Parks and Recreation Committee-Liaison Duncan</u> <u>6:00pm Regular Assembly Mtg</u></p>	<p><u>6:00pm Historic Preservation Commission-Carlson</u> <u>6:00pm Port and Harbors Commission-Liaison Ystad</u></p>			<p><u>12:00pm Local Emergency Planning Committee-Liaison Mosher</u></p>
15	16	17	18	19	20	21
			<p>Observed Holiday <u>12:00pm Health Needs and Human Services Commission-Liaison Duncan</u> <u>7:00pm Planning Commission - Liaison Christianson</u></p>			
22	23	24	25	26	27	28
	<p><u>6:00pm Govt to Govt Dinner Meeting - location to be determined</u></p>	<p><u>6:00pm Regular Assembly Mtg</u></p>	<p><u>5:30pm Police and Fire Commission-Liaison Pike</u></p>			
29	30	31	1 Nov	2	3	4
			<p><u>6:00pm School Board - Liaison Mosher</u> <u>7:00pm Planning Commission-Liaison Christianson</u></p>	<p><u>12:00pm Local Emergency Planning Committee-Liaison Mosher</u></p>		

Assessing Department Quarterly Report

Department Overview:

Assessing Director- Larry Reeder

Appraiser: Kasi Kinslow

Appraisal Technician: Seth Charleton

The Assessing department currently operates with 3 FTE's. All 3 positions are currently filled.

Current Activities:

We have continued our reappraisal of residential properties in the Sawmill Creek area. We plan to complete the area for the 2024 assessment year. When completed we will target another area in need of reappraisal. We plan to continue until we have reappraised the entire Borough.

After tax bills were mailed on July 1, 2023, we had some issues with the personal property self-reporting system and property ownership. We will continue to respond to the property owners until all issues are resolved.

Kasi Kinslow and Seth Charleton will be attending an online training presented by the Uniform Standard of Professional Appraisal Practices. USPAP was adopted by Congress in 1989 and contains standards for all types of appraisal services, including real estate, personal property, and mass appraisal. Compliance is required for state-licensed and state certified appraisers.

Recent Accomplishments:

Kasi has already completed 42 field inspections and appraisals for 2024. Our goal is to equal last year's production. Between reappraisals, new construction, and sold properties, we appraised close to 500 properties last year.

Seth continues to impress and improve in his role as an Appraisal Tech. His work on Business Personal Property was especially challenging this year and he handled it extremely well.

Budget:

Currently, the Assessing department has used 7% of the operating budget for fiscal year 2024.



Expense Budget Performance Report

Fiscal Year to Date 08/14/23

Exclude Rollup Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year YTD
Fund 100 - General Fund										
EXPENSE										
5110.001	Regular Salaries/Wages	228,371.00	.00	228,371.00	8,481.72	.00	19,146.00	209,225.00	8	20,122.40
5110.002	Holidays	.00	.00	.00	.00	.00	895.28	(895.28)	+++	821.28
5110.003	Sick Leave	.00	.00	.00	.00	.00	1,341.96	(1,341.96)	+++	25.00
5120.001	Annual Leave	7,939.00	.00	7,939.00	471.08	.00	998.76	6,940.24	13	1,197.88
5120.002	SBS	14,485.85	.00	14,485.85	548.80	.00	1,372.01	13,113.84	9	1,358.83
5120.003	Medicare	3,426.50	.00	3,426.50	129.80	.00	324.53	3,101.97	9	321.41
5120.004	PERS	50,241.61	.00	50,241.61	1,969.61	.00	4,924.02	45,317.59	10	4,876.65
5120.005	Health Insurance	69,689.16	.00	69,689.16	.00	.00	5,441.19	64,247.97	8	5,666.09
5120.006	Life Insurance	30.24	.00	30.24	.00	.00	2.52	27.72	8	2.52
5120.007	Workmen's Compensation	639.58	.00	639.58	25.07	.00	62.67	576.91	10	66.51
5120.011	PERS on Behalf	15,751.52	.00	15,751.52	.00	.00	.00	15,751.52	0	.00
5201.000	Training and Travel	11,000.00	.00	11,000.00	.00	.00	600.00	10,400.00	5	293.92
5204.000	Telephone	798.00	.00	798.00	.00	.00	.00	798.00	0	46.48
5206.000	Supplies	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	193.03
5207.000	Repairs & Maintenance	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0	.00
5211.000	Data Processing Fees	52,665.00	.00	52,665.00	.00	.00	.00	52,665.00	0	2,615.58
5212.000	Contracted/Purchased Serv	30,800.00	.00	30,800.00	.00	.00	.00	30,800.00	0	95.00
5221.000	Transportation/Vehicles	4,693.00	.00	4,693.00	.00	.00	.00	4,693.00	0	298.00
5222.000	Postage	2,900.00	.00	2,900.00	.00	.00	.00	2,900.00	0	.00
5223.000	Tools & Small Equipment	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
5224.000	Dues & Publications	2,170.00	.00	2,170.00	.00	.00	150.00	2,020.00	7	.00
EXPENSE TOTALS		\$499,600.46	\$0.00	\$499,600.46	\$11,626.08	\$0.00	\$35,258.94	\$464,341.52	7%	\$38,000.58
Fund 100 - General Fund Totals		\$499,600.46	\$0.00	\$499,600.46	\$11,626.08	\$0.00	\$35,258.94	\$464,341.52		\$38,000.58
Grand Totals		\$499,600.46	\$0.00	\$499,600.46	\$11,626.08	\$0.00	\$35,258.94	\$464,341.52		\$38,000.58



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-102 Version: 1 Name:
Type: Item Status: AGENDA READY
File created: 8/16/2023 In control: City and Borough Assembly
On agenda: 8/22/2023 Final action:
Title: Approve the August 8 assembly meeting minutes
Sponsors:
Indexes:
Code sections:
Attachments: [Consent and Minutes](#)

Date	Ver.	Action By	Action	Result
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CONSENT AGENDA

POSSIBLE MOTION

I MOVE TO APPROVE THE CONSENT AGENDA
CONSISTING OF ITEMS A & B.

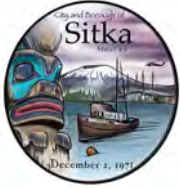
I wish to remove Item(s) _____

REMINDER – When making the motion to approve the consent agenda, please read the title of each item being voted on that is included in the consent vote.

Should this item be pulled from the Consent Agenda the following motion is suggested:

POSSIBLE MOTION

I MOVE TO approve the minutes of the August 8 Assembly meeting.



CITY AND BOROUGH OF SITKA

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

Minutes - Draft

City and Borough Assembly

*Mayor Steven Eisenbeisz,
Deputy Mayor Kevin Mosher,
Vice Deputy Mayor Crystal Duncan,
Thor Christianson, Chris Ystad,
Timothy Pike, JJ Carlson*

*Municipal Administrator: John Leach
Municipal Attorney: Brian Hanson
Municipal Clerk: Sara Peterson*

Tuesday, August 8, 2023

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. RECITAL OF LANDS ACKNOWLEDGEMENT

IV. ROLL CALL

Present: 5 - Christianson, Mosher, Duncan, Pike, and Carlson

Absent: 2 - Eisenbeisz, and Ystad

V. CORRESPONDENCE/AGENDA CHANGES

[23-099](#)

Reminders, Calendars, and General Correspondence

No agenda changes.

VI. CEREMONIAL MATTERS

None.

VII. SPECIAL REPORTS: Government to Government, Municipal Boards/Commissions/Committees, Municipal Departments, School District, Students and Guests (five minute time limit)

None.

VIII. PERSONS TO BE HEARD

Carol Voisin encouraged the Assembly to move forward with the Sustainability Commission's recommendation that the Assembly fund a Sitka based heat pump assessor through Alaska Heat Smart. Richard Wein talked about candidates for assembly/school board, the bankruptcy of an electric bus manufacturer, and chum fishery issues. Visit Sitka representatives announced the launch of a new app visitors and locals could use to explore Sitka.

IX. CONSENT AGENDA

A motion was made by Duncan that the Consent Agenda consisting of items A & B be APPROVED. The motion PASSED by the following vote.

Yes: 5 - Christianson, Mosher, Duncan, Pike, and Carlson

Absent: 2 - Eisenbeisz, and Ystad

A [23-095](#) Approve the minutes of the July 25 Assembly meeting

This item was APPROVED ON THE CONSENT AGENDA.

B [23-096](#) Approve liquor license renewal applications for Mean Queen, LLC dba Mean Queen at 205 Harbor Drive

This item was APPROVED ON THE CONSENT AGENDA.

X. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

C [23-097](#) Appoint Amanda Roberts to an unexpired term on the Health Needs and Human Services Commission

From the public, Richard Wein thanked Roberts.

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

Yes: 5 - Christianson, Mosher, Duncan, Pike, and Carlson

Absent: 2 - Eisenbeisz, and Ystad

XI. UNFINISHED BUSINESS:

None.

XII. NEW BUSINESS:

New Business First Reading

D [ORD 23-17](#) Amending Title 4 "Revenue and Finance" of the Sitka General Code by updating Chapter 4.05 "Marine Passenger Fee Fund"

Finance Director Melissa Haley explained the purpose of the ordinance was to change the terminology of the fund and the excise tax to align with the State of Alaska and improve the fund administration process.

Richard Wein commented.

A motion was made by Carlson that this Ordinance be APPROVED on FIRST READING. The motion PASSED by the following vote.

Yes: 5 - Christianson, Mosher, Duncan, Pike, and Carlson

Absent: 2 - Eisenbeisz, and Ystad

E [ORD 23-18](#)

Authorizing the lease of a portion of Tract C, ASLS 79-4 on Harbor Mountain Bypass Road for the purpose of a telecommunications site

Planning and Community Development Director Amy Ainslie provided a timeline of events and noted given the unique ownership and operating model for cell towers, had spent significant time working on the lease agreement.

From the public, Richard Wein commented on the item.

A motion was made by Christianson that this Ordinance be APPROVED on FIRST READING. The motion PASSED by the following vote.

Yes: 5 - Christianson, Mosher, Duncan, Pike, and Carlson

Absent: 2 - Eisenbeisz, and Ystad

F [ORD 23-19](#)

Making supplemental appropriations for fiscal years 2023 and 2024 (reappropriations and supplemental appropriations)

Finance Director Melissa Haley explained while staff generally spend or commit funds in the fiscal year they were budgeted, there were a few initiatives in FY2023 that were not completed and a reappropriation of funds was necessary for FY2024. In addition, Haley stated the Harbor Fund had ended FY2023 over budget. This was primarily due to increased costs of utilities charged to the fund, particularly those related to solid waste.

A motion was made by Christianson that this Ordinance be APPROVED on FIRST READING. The motion PASSED by the following vote.

Yes: 5 - Christianson, Mosher, Duncan, Pike, and Carlson

Absent: 2 - Eisenbeisz, and Ystad

Additional New Business Items

G [23-098](#)

Authorize the Municipal Administrator to apply to the US Department Transportation's Rural and Tribal Assistance Pilot Program Grant to Fund a Condition Assessment for two CBS-owned bridges

Public Works Director Ron Vinson explained the City was seeking a grant to help fund condition assessments on two City-owned bridges: 1) Sawmill Creek Powerplant Access Bridge and, 2) Granite Creek Landfill Bridge. Vinson mentioned that the match was not necessary, and the expected date for the award was in December.

Richard Wein commented.

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

Yes: 5 - Christianson, Mosher, Duncan, Pike, and Carlson

Absent: 2 - Eisenbeisz, and Ystad

XIII. PERSONS TO BE HEARD:

Richard Wein commented department quarterly reports should appear as agenda items, spoke of volcanology, and using iPads in schools and tracking students usage.

XIV. REPORTS

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

Clerk - Peterson reviewed the board and commission vacancies.

Other - Mosher encouraged individuals to serve on boards and commissions.

XV. EXECUTIVE SESSION

None.

XVI. ADJOURNMENT

A motion was made by Christianson to ADJOURN. Hearing no objections, the meeting ADJOURNED at 6:45pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-103 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 8/16/2023 In control: City and Borough Assembly

On agenda: 8/22/2023 Final action:

Title: Approve a retail marijuana store renewal application for Weed Dudes, Inc dba Weed Dudes at 1321 Sawmill Creek Road #J & K

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Memo and Application signed](#)

Date	Ver.	Action By	Action	Result
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Should this item be pulled from the Consent Agenda the following motion is suggested:

POSSIBLE MOTION

I MOVE TO approve a retail marijuana store license renewal application for Weed Dudes, Inc. at 1321 Sawmill Creek Road Suites #J & K and forward this approval to the Marijuana Control Board without objection.



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator

From: Sara Peterson, Municipal Clerk

Date: August 16, 2023

Subject: Retail Marijuana Store Renewal

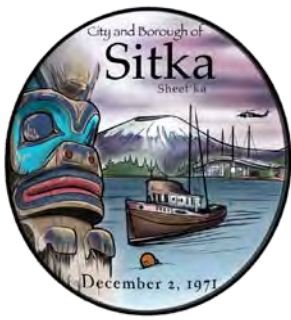
The Municipal Clerk's Office has received notification from the Alcohol and Marijuana Control Office of the license renewal application listed below. A memo was circulated to various departments who may have a reason to protest this request. No departmental objections were received.

Renewal – Retail Marijuana Store

License #: 10220
License Type: Retail Marijuana Store
Licensee: Weed Dudes, Inc.
D.B.A.: Weed Dudes
Physical Address: 1321 Sawmill Creek Road Suites #J & K
Designated Licensee: Anna Michelle Cleaver

Recommendation:

Approve a retail marijuana store license renewal application for Weed Dudes, Inc. at 1321 Sawmill Creek Road Suites #J & K and forward this approval to the Marijuana Control Board without objection.



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

Memorandum

To: Planning Department
Collections - Carolyn
Municipal Billing – Ashley
Utility Billing Clerk – Ashley
Sales Tax/Property Tax – Justin
Public Works Department – Shilo
Fire Department
Police Department
Electric Department
Building Official

From: Sara Peterson, Municipal Clerk

Date: August 10, 2023

Subject: Retail Marijuana Store Renewal – Weed Dudes

The Municipal Clerk's Office has been notified by the Alcohol and Marijuana Control Office of the following license renewal application submitted by:

Renewal – Retail Marijuana Store

License #: 10220
License Type: Retail Marijuana Store
Licensee: Weed Dudes, Inc.
D.B.A.: Weed Dudes
Physical Address: 1321 Sawmill Creek Road #J & K
Designated Licensee: Anna Michelle Cleaver

Please review the licensee above and notify me if there is reason to protest or not. Response needed by noon Tuesday, August 15. This license application is scheduled to go before the Assembly on August 22.

Thank you.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

August 9, 2023

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: **WEED DUDES INCORPORATED**

DBA: WEED DUDES

VIA email: michelle@weeddudessitka.com

CC: n/a

Local Government: Sitka, City and Borough

Via Email: sara.peterson@cityofsitka.org; jessica.earnshaw@cityofsitka.org

Community Council: n/a

Via Email: n/a

CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #10220 Combined Renewal Notice

License Number:	#10220
License Type:	Retail Marijuana Store
Licensee:	WEED DUDES INC
Doing Business As:	WEED DUDES
Physical Address:	1321 Sawmill Creek Road Suite #J & K Sitka, AK 99835- 9645
Designated Licensee:	Anna Michelle Cleaver
Phone Number:	907-623-0605
Email Address:	michelle@weeddudessitka.com

License Renewal Application

Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued any notices of violation for this license, if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

If AMCO staff determines that your application requires independent board consideration for any reason, you will be sent an email notification regarding your mandatory board appearance. Upon final approval, your 2023/2024 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director
907-269-0350



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

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

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	WEED DUDES INCORPORATED	License Number:	10220		
License Type:	Retail Marijuana Store				
Doing Business As:	Weed Dudes				
Physical Address:	1321 Sawmill Creek Road, Suite #J & K				
City:	Sitka	State:	AK	Zip Code:	99835 - 9645
Designated Licensee:	Anna Michelle Cleaver				
Email Address:	michelle@weeddudessitka.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	
1	Form MS-20
2	Renewal App Fee Receipt 600 ⁰⁰ License Renewal Fee Receipt 7000 ⁰⁰
3	Fingerprint card not needed this year

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
-----------------------	--	-------------------------------	--	-----------------------	--



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Weed Dudes Inc	License Number:	10220		
License Type:	Retail				
Doing Business As:	Weed Dudes				
Premises Address:	1321 Sawmill Creek Road #J and #K				
City:	Sitka	State:	AK	ZIP:	99835

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Anna Michelle Cleaver
Title:	President, Weed Dudes Inc.

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

AMC

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

AMC

I certify that a notice of violation has **not** been issued for this license between July 1, 2021 and June 30, 2022.

AMC

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

AMC

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

AMC

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

AMC

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

AMC

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

AMC

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

AMC

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

AMC

If multiple licenses are held, list all license numbers below:

16738, VanGreen's Cultivation

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

AMC

Anna Michelle Cleaver

Printed name of licensee

Anna Michelle Cleaver

Signature of licensee

Department of Commerce, Community, and Economic
Development
**ALCOHOL & MARIJUANA CONTROL
OFFICE**

SOA / DCCED / Marijuana / Account / #10220 / Event Detail

YOUR PAYMENT'S RECEIPT #: 100565016

Payment(s)

Date Received:	5/1/2023 3:16:46 PM
Payment Type:	Web Credit Card
Payer Name:	Anna Michelle Cleaver
Receipt #:	100565016
Amount:	\$7600.00

Item(s) Purchased

Type:	WEB- MRJ - Marijuana Renewal Application Fee (Next FY)
Last or Business Name:	Weed Dudes
Amount:	\$600.00
Type:	WEB- MRJ - Marijuana Renewal Licensing Fee (Next FY)
Last or Business Name:	Weed Dudes
Amount:	\$7000.00

[Back to License](#)

Alcohol & Marijuana Control Office

License Number: 10220

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: Weed Dudes

Business License Number: 2114050

Designated Licensee: Anna Michelle Cleaver

Email Address: michelle@weeddudessitka.com

Local Government: Sitka (City and Borough of)

Local Government 2:

Community Council:

Latitude, Longitude: 57.028890, -135.182940

Physical Address: 1321 Sawmill Creek Road
Suite #J & K
Sitka, AK 99835-9645
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10036827

Alaska Entity Name: WEED DUDES INCORPORATE
D

Phone Number: 907-623-0605

Email Address: michelle@weeddudessitka.com

Mailing Address: 1321 Sawmill Creek Rd. #J
Sitka, AK 99835
UNITED STATES

Entity Official #1

Type: Individual

Name: Anna Michelle Cleaver

[REDACTED]

[REDACTED]

Phone Number: 907-738-6423

Email Address: michelle@weeddudessitka.com

Mailing Address: 100 Bahovec Ct.
Sitka, AK 99835
UNITED STATES

Note: No affiliates entered for this license.



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-101 Version: 1 Name:
Type: Item Status: AGENDA READY
File created: 8/16/2023 In control: City and Borough Assembly
On agenda: 8/22/2023 Final action:
Title: Reappoint Darrell Windsor to a three-year term on the Planning Commission
Sponsors:
Indexes:
Code sections:
Attachments: [Motion and Application](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO reappoint Darrell Windsor to a three-year term on the Planning Commission.



**CITY & BOROUGH OF SITKA
BOARD/COMMITTEE/COMMISSION APPLICATION**

Municipal Clerk's Office, 100 Lincoln Street, Floor 3
Phone: 907.747.1826 Fax: 907.747.7403 Email: clerk@cityofsitka.org

Submit this completed application AND either a letter of interest or resume to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Board/Commission/Committee Applying For: Planning

Name: Darrell E Windsor Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Email Address: [REDACTED]

Length of Residence in Sitka: 29 years Registered to vote in Sitka? Yes No

Employer Business Name and your position: _____

Organizations you belong to or participate in: Mason's, Skiners, EKS

Explain your main reason for applying:

To re-new

What experience or credentials will you bring to the board, commission, or committee membership?

12 years experience

Appointments are typically made during Assembly meeting open sessions. However, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? Yes No

Potential conflicts of interest that may arise from your appointment must be disclosed. These may include, but are not limited to, a substantial financial interest of \$1000 annually that could be influenced by your appointment, or an immediate family member employed within the scope of this appointment. **Do you have any potential conflicts of interest to disclose?** Yes No

If yes, please explain:

I understand this is a volunteer position appointed by the City and Borough of Sitka Assembly and requires regular meeting attendance. I further understand this application is public information and the merits of my appointment may be discussed at a public forum. In addition, my name may be published in media outlets. If I am appointed to serve, I will follow all laws, procedures, and practices associated with my appointment.

I certify that the information in my application is true and accurate.

Date: 8-2-23 Applicant Signature: Darrell Windsor



PLANNING COMMISSION

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
CHRIS SPIVEY 109 Lillian Drive	738-2524 spi3050@yahoo.com	12/11/12 1/28/14 1/24/17 1/14/20 12/27/22	2/8/14 1/28/17 1/24/20 1/14/23 12/27/25	Resigned 8/15/2023
DARRELL WINDSOR PO Box 1973	738-4046 dwindsor@gci.net	6/28/11 6/24/17 7/25/17 8/11/20	6/28/14 6/24/17 7/25/20 8/11/23	VICE CHAIR
STACY MUDRY PO Box 1366	738-8693 stacym@sitkareadymix.com	8/27/19 8/23/22	8/27/22 8/25/25	
WENDY ALDERSON 714 Etolin Street	752-0246 wendyalderson@gci.net	9/22/20 5/11/22	5/14/22 5/11/25	
CATHERINE RILEY 1709 Halibut Pt Rd Spc	907-209-2019 katie.really@gmail.com	10/13/20	10/26/24	
Amy Ainslie Planning Director	747-1814 amy.ainslie@cityofsitka.org			Staff Liaison
Thor Christianson 500 Lincoln Street A9	738-2491 assemblychristianson@cityofsitka.org			Assembly Liaison

5 members from public, 3-year terms
 Established by Ordinance 74-118/SGC2.18 & Charter Article VIII
 Must be registered to vote
 First and Third Wednesday at 7:00 p.m. – Harrigan Centennial Hall, 330 Harbor Drive

**CONFLICT OF INTEREST FORMS
 OATHS OF OFFICE**

Revised: August 15, 2023



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 23-17 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 8/1/2023 In control: City and Borough Assembly

On agenda: 8/22/2023 Final action:

Title: Amending Title 4 "Revenue and Finance" of the Sitka General Code by updating Chapter 4.05 "Marine Passenger Fee Fund"

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2023-17](#)
[Memo and Ord 2023-17 CPV Fund](#)

Date	Ver.	Action By	Action	Result
8/8/2023	1	City and Borough Assembly		

POSSIBLE MOTION


I MOVE TO approve Ordinance 2023-17 on second and final reading amending Title 4 “Revenue and Finance” of the Sitka General Code by updating Chapter 4.05 “Marine Passenger Fee Fund”.



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members
From: John Leach, Municipal Administrator 
Date: July 20, 2023
Subject: Commercial Passenger Vessel Excise Tax Fund

Background

On August 12, 2008, Ordinance 2008-29 was passed to establish a Marine Passenger Fee Fund, the uses allowed from the proceeds the CBS receives from the State of Alaska, and the procedures to appropriate such proceeds as allowed by law.

Analysis

Changes to the appropriation procedures were most recently incorporated by Ordinance 2016-32 which removed the public process for project proposal submission.

The purpose of this ordinance is to:

- a. change the nomenclature of the fund and the excise tax to be consistent with the state of Alaska; and
- b. clarify and streamline the process by which the fund is administered.

The changes proposed in this ordinance will also reinstitute a public proposal process if the Assembly determines there is a sufficient amount of funding available to initiate a call for public proposals.

Fiscal Note

There are no direct costs associated with the changes proposed in this ordinance. The balance in the CPV Excise Tax Fund as of June 30, 2023 is \$2.1M, which factors in the marginal expenses through June 30, 2023 and direct overhead expenses for calendar 2022 as defined in the Cost Allocation Study conducted in the beginning of FY23.

Recommendation

Pass Ordinance 2023-17 to reinstitute a public proposal process for the use of CPV Excise Tax Funds.

CITY AND BOROUGH OF SITKA
ORDINANCE NO. 2023-17

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 4 “REVENUE AND FINANCE” OF THE SITKA GENERAL CODE BY UPDATING CHAPTER 4.05 “MARINE PASSENGER FEE FUND”

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

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

3. **PURPOSE.** The specific purposes of this ordinance are to:
a. change the nomenclature of the fund and the excise tax to be consistent with the state of Alaska; and
b. clarify and streamline the process by which the fund is administered.

4. **ENACTMENT.** NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Title 4, entitled “Revenue and Finance”, Chapter 4.05 “Marine Passenger Fee Fund” be amended to read as follows (new language underlined; deleted language stricken):

Title 4
REVENUE AND FINANCE

Chapters:

* * *

~~4.05 Marine Passenger Fee Fund~~ Commercial Passenger Vessel Excise Tax Fund

* * *

Chapter 4.05

~~Marine Passenger Fee Fund~~ Commercial Passenger Vessel Excise Tax Fund

Sections:

- 4.05.010 Establish fund.
- 4.05.020 Use of proceeds.
- 4.05.030 Procedures.

4.05.010 Establish fund.

A special revenue fund is established to accept the proceeds of the commercial passenger vessel (CPV) excise tax collected by the state of Alaska and passed through to the city and borough of Sitka. The proceeds shall be placed in the ~~marine passenger~~ CPV excise tax fund.

4.05.020 Use of proceeds.

The proceeds of the ~~marine passenger~~ CPV excise tax fund shall be appropriated to address the impacts caused by the marine passenger ship industry in full compliance with all state and

53 federal regulations governing the use of these funds. ~~CPET~~ CPV excise tax funds may be used
54 for but are not limited to:

55 A. For the design, construction, operation and maintenance of municipally owned port and
56 harbor facilities engaged in interstate and foreign commerce and interstate marine passenger
57 transportation;

58 B. For the design, construction, operation and maintenance of municipally owned facilities with
59 the exclusive purpose of enhancing the safety and efficiency of interstate and foreign commerce
60 and interstate marine passenger transportation;

61
62 C. To pay for personnel, supply, equipment, related to costs which enhance the safety and
63 efficiency of interstate and foreign commerce and interstate marine passenger transportation if
64 such costs are directly and exclusively related to the safety and efficiency of interstate and
65 foreign commerce and interstate marine passenger transportation, or, if such costs can be
66 determined by an auditable allocation method which calculates the percentage of total costs
67 which are attributable to interstate and foreign commerce and interstate marine passenger
68 transportation;

69
70 D. For the municipal portion of the costs of the design and construction of facilities funded
71 through a matching grant from State of Alaska Commercial Passenger Vessel Excise Tax
72 proceeds and with the approval of the State of Alaska.

73

74 **4.05.030 Procedures.**

75 ~~A. The administrator will notify the Assembly on an annual or as needed basis when there is a~~
76 ~~sufficient balance in the Marine Passenger Fee Fund for a solicitation of project proposals.~~
77 ~~Upon approval of the Assembly, the Administrator will initiate a call for proposals consistent with~~
78 ~~the use of CPET funds per section 4.05.020. The Assembly will review and select proposals for~~
79 ~~funding.~~

80 A. No later than the second regular assembly meeting in March of every calendar year, the
81 administrator will notify the assembly of the projected balance available in the CPV excise tax
82 fund for the upcoming fiscal year after operational expenses consistent with Section 4.05.020
83 have been incorporated.

84 B. Upon approval of the assembly, the administrator will initiate a call for public proposals
85 consistent with the use of CPV excise tax funds per Section 4.05.020.

86 C. By September 30 of every calendar year, the administrator will present to the assembly
87 proposals consistent with the use of CPV excise tax funds per Section 4.05.020. The assembly
88 will review and select proposals for funding.

89 BD. Project funds shall be transferred or expended from the ~~marine passenger fee~~ CPV
90 excise tax fund only to the extent approved by the assembly.

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* * *

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 22nd day of August, 2023.

Steven Eisenbeisz, Mayor

ATTEST:

Sara Peterson, MMC
Municipal Clerk

1st reading: 8/8/2023
2nd and final reading: 8/22/2023

Sponsor: Administrator



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 23-18 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 8/1/2023 In control: City and Borough Assembly

On agenda: 8/22/2023 Final action:

Title: Authorizing the lease of a portion of Tract C, ASLS 79-4 on Harbor Mountain Bypass Road for the purpose of a telecommunications site

Sponsors:

Indexes:

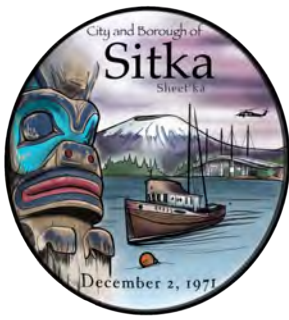
Code sections:

Attachments: [Motion Ord 2023-18](#)
[Memo and Ord 2023-18](#)
[Draft Lease Agreement](#)

Date	Ver.	Action By	Action	Result
8/8/2023	1	City and Borough Assembly		

POSSIBLE MOTION

I MOVE TO approve Ordinance 2023-18 on second and final reading authorizing the lease of a portion of Tract C, ASLS 79 4 on Harbor Mountain Bypass Road for the purpose of a telecommunications site.





CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Amy Ainslie, Planning & Community Development Director 

Date: August 2, 2023

Subject: Harbor Mountain Bypass Road Cell Tower Lease

Background

The ordinance before you to lease approximately 10,000 square feet of property on Harbor Mountain Bypass Road is the culmination of a multi-year effort to establish a new cell tower site in this area by Vertical Bridge Development, LLC for its anchor tenant, Verizon Wireless.

Timeline of events:

- 2020
 - June: Application to lease property submitted
 - July: Planning Commission review & recommendation
 - August: Assembly direction to proceed with RFP
 - October: RFP released
 - November: RFP closed
 - December: Tentative award and negotiations
- 2021
 - February: Staff & awardee negotiations complete
 - May: Assembly direction to proceed with lease
- 2021 – 2022: Surveying and land studies
- 2022 – 2023: Lease preparation

Given the unique ownership and operating model for cell towers, significant time has been spent working on the lease agreement, adding to or changing our standard lease provisions. Planning & Legal have worked in conjunction with the lessees to arrive at this final draft which is now recommended for approval.

Analysis

The property on Harbor Mountain Bypass Road was selected to fill missing coverage in the Granite Creek area. There is relatively flat topography, access on the municipal portion of the road, and power available. The property is zoned as R-1 single-family and duplex residential; R-1 zoning is also used as a holding district for lands located on the road system that are not yet ready for full-scale development (which is the more appropriate zoning application/characterization of this property). Communications infrastructure is an allowable use in the R-1 zone.

Per the terms approved by the Assembly in 2021, the site is to be leased for \$1,000 per month with 2% annual escalation. CBS will also receive a 33% revenue share for all subleases of the cell site exclusive of those for the anchor tenant.

The total term of 30 years is also consistent with terms as previously reviewed, however, it is no longer requested in multiple, five-year renewal terms but rather as a single term. Thirty years is considered a standard term for most CBS land leases.

Fiscal Note

All surveying, permitting, and planning expenses have been borne by the lessee, as will all development and construction expenses. The lessees will be subject to standard rates for sales tax, property taxes, utilities, etc.

All revenue generated from leases is deposited into the General Fund.

Recommendation

Approve the ordinance authorizing the Municipal Administrator to execute the lease agreement with Vertical Bridge Development, LLC.

Encl: Draft Lease Agreement

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AUTHORIZING THE LEASE OF A PORTION OF TRACT C, ASLS 79-4 ON HARBOR MOUNTAIN BYPASS ROAD FOR THE PURPOSE OF A TELECOMMUNICATIONS SITE

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

3. PURPOSE. The purpose of this ordinance is to authorize the lease of approximately 10,000 square feet of Tract C, ASLS 79-4 located on Harbor Mountain Bypass to Vertical Bridge Development, LLC for the purpose of developing and operating a telecommunications site.

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

- A. The leasing of this property is hereby authorized with the following terms:
 - 1) The development and operation of the site shall be consistent with the lessee's response to the Request for Proposals.
 - 2) The monthly rent payment shall be \$1,000 with annual escalation of 2%.
 - 3) The lessee shall remit 33% of sublessee rents on a monthly basis, exclusive of rents from the anchor tenant, Verizon Wireless.
 - 4) The lease term is for thirty (30) years.
- B. The Administrator is authorized to execute a lease document consistent with the terms of this ordinance, SGC Title 18 that governs municipal leases, and existing municipal policies.
- C. The requirement to competitively bid leases of municipal real property as outlined by Sitka General Code 18.12.010(E) has been satisfied by the open Request for Proposals process.

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 22nd day of August, 2023.

Steven Eisenbeisz, Mayor

53 ATTEST:

54

55

56 _____
Sara Peterson, MMC

57 Municipal Clerk

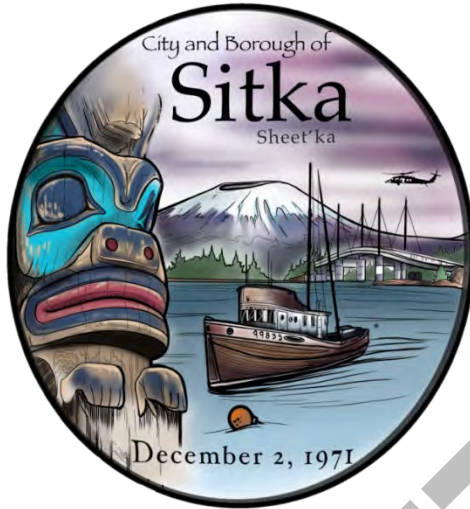
58

59 1st reading: 8/8/2023

60 2nd and final reading: 8/22/2023

61

62 Sponsor: Administrator



LEASE AGREEMENT

BETWEEN

THE
CITY AND BOROUGH OF
SITKA, ALASKA

AND

VERTICAL BRIDGE DEVELOPMENT, LLC

HARBOR MOUNTAIN CELL TOWER LEASE

**LEASE AGREEMENT
BETWEEN
CITY AND BOROUGH OF SITKA, ALASKA
AND
VERTICAL BRIDGE DEVELOPMENT, LLC**

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Exhibits

- Exhibit A – Subject Property (Parent Parcel)
- Exhibit B – Leased Premises
- Exhibit C – Request for Proposals & Vertical Bridge Development Response
- Exhibit D – Ordinance 2023-XX

**LEASE AGREEMENT
BETWEEN
CITY AND BOROUGH OF SITKA, ALASKA
AND
VERTICAL BRIDGE DEVELOPMENT, LLC**

PREAMBLE

This Lease Agreement (“Lease”) between City and Borough of Sitka, Alaska and Vertical Bridge Development, LLC is effective upon execution of the Lease by City and Borough of Sitka, Alaska, 100 Lincoln Street, Sitka, Alaska 99835 (“Sitka” or “Lessor”) and Vertical Bridge Development, LLC, 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida, 33487 (“Lessee”). Lessor and Lessee may be referred to herein each as a “Party” and together, collectively, as the “Parties.” This Lease consists of this Preamble, the Special Provisions, the General Provisions, and the attached Exhibits.

- Exhibit A – Subject Property (parent parcel)
- Exhibit B – Leased Premises (“Premises”)
- Exhibit C – Request for Proposals & Vertical Bridge Response
- Exhibit D – Ordinance 2023-XX

SPECIAL PROVISIONS

ARTICLE I LEASE, TERM OF LEASE, AND TERMINATION OF LEASE

Section 1.1 Conveyance of Estate in Lease.

Lessor, for and in consideration of the Rents received and of the covenants and agreements made by Lessee, does lease to Lessee, and Lessee leases from Lessor, a portion of the Subject Property described in Exhibit A, specifically, the lease area and access and utility easements (collectively, the “Premises”) as shown on Exhibit B for the purpose of constructing and operating telecommunications facilities consistent with the Request for Proposals Response as submitted by Lessee on November 2, 2020 and amended by subsequent communications as summarized and attached to this Lease as Exhibit C (“Exhibit C”).

During the Term, Lessee and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Lessor for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, subtenants, licensees, successors, assigns and any other party claiming by or through Lessee, a non-exclusive easement throughout the Term to a public right of way for ingress and egress.

Section 1.2 Lease Term.

This Lease shall be effective as of the date of execution by the last party to sign (the “Effective Date”). The term of this Lease shall be for thirty (30) years (the “Term”) beginning on the first

day of the first month immediately following the earlier of (a) the date Lessee begins installation of the Improvements (defined below), or (b) the six (6) month anniversary of the Effective Date (the "Commencement Date"). Lessor and Lessee agree to acknowledge the Commencement Date in writing.

Section 1.3 [RESERVED].

Section 1.4 Disposition of Improvements and Lessee's Personal Property Following Term of Lease.

Lessee shall remove from the Premises any Personal Property or Improvements constructed, installed, or deposited on the Premises upon the early termination of this Lease or expiration of this Lease unless Lessee makes a separate written agreement with Lessor to do otherwise; provided, however, Lessee shall only have an obligation to remove Personal Property or Improvements that are below ground to a depth of three (3) feet below grade. Any Improvements or Personal Property not removed after ninety (90) days have passed after termination of this Lease and Lessee's failure to remove such Improvements or Personal Property within an additional thirty (30) days following written notice from Lessor to Lessee shall be deemed abandoned, and at Lessor's option, shall become the property of Lessor. Lessee shall repay to Lessor any reasonable and documented costs incurred by Lessor for removing any above-ground Improvements or Personal Property from the Premises (and below ground Improvements or Personal Property to a depth of three (3) feet below grade) if Lessor does not exercise such option. Subject to Lessor's obligations under Subsection 3.1 below, Lessee agrees to leave the Premises in a neat and clean condition (to the extent above-ground Personal Property or Improvements remain) following the removal period set forth above.

Section 1.5 Covenants to Perform.

This Lease is made upon the above and the following terms and conditions, each of which the Party bound by such covenants and conditions agrees to perform, irrespective of whether the particular provision is in the form of a covenant, an agreement, a condition, a direction, or otherwise, and each Party agrees to provide the other Party with documents or further assurances as may be reasonably required to carry out the expressed intentions.

ARTICLE II RENT

Section 2.1 Calculation & Method of Payment of Rent During the Initial Five-Year Term of the Lease.

The Lease is effective as of the Effective Date; however, the Term of the Lease begins on the Commencement Date of this Lease as set out in Article I. Each successive year of the Lease begins on the anniversary of the Commencement Date. Notwithstanding any other provision of this Lease, beginning on the first day of the month following the Commencement Date, Lessee shall pay to Lessor a monthly rent payment of One Thousand and No/100 Dollars (\$1,000.00) ("Rent"), plus applicable sales tax, on or before the first (1st) day of each calendar month in which Rent is due, in advance. Rent will be prorated for any partial month. The Rent will be adjusted by an additional two percent (2%) annually and become effective on each anniversary of the Commencement Date. Early payment prior to the Commencement Date anniversary shall not excuse Lessee from

responsibility to pay the adjusted amount. Lessee is required to make such adjustments on its own each year.

Section 2.2 [RESERVED].

Section 2.3 [RESERVED].

Section 2.4 Property Tax Responsibility.

Beginning on the Commencement Date and each calendar year during the Term, Lessee will be responsible to pay Lessor property taxes for its interest in the Premises and Personal Property to the extent taxable as determined by the Municipal Assessor in accordance with applicable law.

Section 2.5 [RESERVED].

Section 2.6 Revenue Share Responsibility.

In addition to and separate from the Rent, Lessee shall pay to the Lessor thirty-three percent (33%) of rents actually collected by Lessee from any applicable Sublessees (excluding the anchor sublessee of Lessee that shall not be subject to the Revenue Share (as defined below)), and exclusive of non-recurring fees (e.g., structural analysis fees, mount analysis fees, and capital expenditures) and reimbursements (such as for taxes and utilities) (the "Revenue Share"). The Revenue Share shall be paid to Lessor with the Rent in the month immediately following receipt by Lessee from the applicable sublessee. Upon reasonable written request, Lessee will provide Lessor redacted copies of any applicable Sublease (except that any Sublease and any master lease agreements such as Verizon, AT&T, Dish, or T-Mobile or other national broadband carriers may be redacted to conceal confidential information, trade secrets or information subject to a non-disclosure agreement or confidentiality obligation so long as the terms of the such agreement applicable to the subleasing or licensing of space at the Premises, including amounts payable, are not redacted) for the purpose of confirming relevant financial terms and information. For the purposes of this Lease: (i) "Sublease" is defined as any arrangement in which the Lessee subleases to another party or entity, any portion of the Premises described in this Lease or Improvements thereon, including, but not limited to, a sublease for an antenna, microwave dish, or wireless communications equipment; and (ii) "Sublessee" means any sublessee or licensee of Lessee, that: (A) has entered into a Sublease with Lessee for the use of the Improvements on the Premises after the Effective Date of this Lease (excluding the anchor sublessee of Lessee that shall not be subject to the Revenue Share); and (B) is not paying any rent or fees directly to Lessor for the use of ground space related to the use of Lessee's Improvements. Lessee's failure to timely pay the Revenue Share shall be considered an Event of Default (defined below) as set forth in Section 14.1.

ARTICLE III RESTRICTIONS UPON USE OF SUBJECT PROPERTY

Section 3.1 Lessee's Obligations as to Construction, Maintenance, Repair and Safety.

(a) Except as otherwise provided in this Lease, Lessee acknowledges the leasehold is in an "as is" condition. At the sole cost and expense of Lessee and in compliance with all applicable legal requirements, Lessee may purchase, construct, develop, repair, transfer to the Premises, and/or

maintain, operate, reconstruct and replace any improvements, personal property, fixtures, and other items on the Premises in a commercially reasonable manner using materials of good quality.

In the event Lessor must access the property for maintenance or other work on the Premises, Lessor and Lessee will work together to minimize disruption to Lessee's use, possession, and enjoyment of the Premises. Some anticipated disruptions could be interruption in utilities (e.g., power, water), and operational disturbances from noise, dust and other construction activities.

(b) Lessee acknowledges that Lessor has made no representation or warranty with respect to Lessee's ability to obtain any permit, license, or approval.

(c) Lessee shall also use the Premises and any improvements placed on the Premises only for lawful uses and as specified in this Lease and only for permitted and approved conditional uses subject to the Sitka General Code, Title 22.

(d) Lessee shall confine its equipment, storage and operation to the Premises.

(e) Lessee shall not permit the accumulation of waste or refuse matter on the Premises, and Lessee shall not obstruct or permit the obstruction of the streets, sidewalks, access ways, or alleys adjoining the Premises, except as may be permitted by Lessor or other municipal authorities having jurisdiction. Lessee shall do all things necessary during the Term of this Lease to remove any dangerous condition from time to time existing on the Premises to the extent that such dangerous condition results from the use by Lessee.

(f) Other than any signage required pursuant to applicable law or regulation which Lessee may post at the Premises at Lessee's expense without consent from Lessor (collectively, "Required Signage"), Lessee may erect outdoor signage at its expense with the written permission of Lessor Building Official and the Planning Director which shall not be unreasonably withheld, conditioned or delayed. Other than Required Signage, the style, size and physical placement location of any signage approved by Lessor Building Official and the Planning Director will be approved on a case-by-case basis and must comply with all applicable local zoning requirements regarding signs.

Section 3.2 Lessor's Approval of Initial Construction and Improvements.

Lessee shall not commence initial construction and installation of any Improvements without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. In requesting consent, Lessee shall comply with all applicable laws and ordinances, and shall submit to the Lessor's Planning Director, or his or her written designee, detailed plans and specifications of proposed work, an explanation of the needs and reasons for the work, and a plan of full payment of the costs of the work. Lessor shall notify Lessee of its approval or objections no later than thirty (30) days after receiving the information described in the previous sentence. In approving or objecting, Lessor shall be acting in its proprietary function and not its regulatory function, any such approval in this proprietary function does not relieve Lessee of any obligation to obey the law (i.e., Lessee shall remain obligated to obtain any and all other permits and approvals as required by applicable laws and ordinances). Nothing in this Section shall be interpreted to prevent Lessee from removing at the early termination or expiration of this Lease any Improvements or Personal Property as described in Section 1.4. Notwithstanding anything to

the contrary in this Lease, following completion of the initial construction and installation of the Improvements in accordance with the above terms, Lessor hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns the right during the Term to construct, install, operate, maintain, repair, replace, improve, add to, change and remove such Improvements, but only to the extent that: (a) such Improvements are located within the Premises, and (b) Lessee, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns shall remain obligated to obtain any and all permits and approvals from Lessor (or any other governmental authority with jurisdiction over the Premises) in accordance with all applicable laws and ordinances.

Section 3.3 Rights of Access to Property

(a) Lessor reserves, upon prior written notice to Lessee, for itself and any public utility company the right to access the Premises for the purposes of inspecting, repairing, replacing, reconstructing, maintaining, or servicing the public utilities servicing Lessee's Improvements located on the Premises, as well as for the purposes of constructing or installing new public utilities for purposes of servicing Lessee's Improvements. Lessor, upon prior written notice to Lessee, also reserves for itself and the Alaska Department of Environmental Conservation the right to access the Premises at all reasonable times in a reasonable manner for the purposes of regulation and enforcement of this Lease. Lessor, upon prior written notice to Lessee, also reserves for itself the right to access the Premises at all reasonable times in a reasonable manner for the purposes of inspection of all work being performed in connection with the construction of Improvements. Lessee shall not charge for any of the access allowed in the situations described in this subsection provided, however, that Lessor shall repair any damage to the Premises related to any entry permitted by this Subsection.

(b) Lessee shall not construct any permanent Improvements over or within the boundary lines of any easement for public utilities without receiving the written prior consent of Lessor and any applicable utility company, which written prior consent of Lessor shall not be unreasonably withheld, conditioned or delayed.

Section 3.4 Additional Conditions of Lease.

(a) Lease payments will be made in monthly installments in advance in cash or by check, bank draft or money order made available to the City and Borough of Sitka, Alaska. Installments to be delivered or mailed to 100 Lincoln Street, Sitka, Alaska 99835, by or on the first day of each calendar month. The initial payment of Rent will be forwarded by Lessee to Lessor within thirty (30) days after the Commencement Date.

(b) Lease payments shall become delinquent if not paid within ten (10) days after the due date. Delinquent payments are subject to a late charge and interest accrued from the due date consistent with Sitka General Code provisions.

(c) The charges and fees paid by Lessee to Lessor under this Lease must be either paid separately consistent with Lessor's standard accounting practices, or itemized to reflect types and amounts of payments for various items under this Lease (e.g., rent, utilities, and taxes, as may be required).

(d) Lessor will only invoice if Lease payments are delinquent. Lessor will only invoice if failure to make Lease payment within thirty (30) days after the due date. Lessor, at its option, can terminate the Lease for Lessee's failure to make payment in accordance with this Lease, provided all applicable notice and cure periods provided for herein have been exhausted.

(e) Lessee covenants and agrees that as it relates to use of the Premises, it will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of person in any manner prohibited by Federal, State or local laws or regulations promulgated under such laws, and Lessee further grants Lessor the right to take such action to enforce such covenant as it deems necessary or as it is directed pursuant to any Federal, State or local laws or regulations.

(f) Lessor may, upon at least ten (10) days prior written notice to Lessee, temporarily suspend the supply of water, wastewater service, the supply of electric power, or the use of pipelines, in order to perform routine maintenance and, in all events, subject to unavoidable delays. Such interruptions shall be of as short duration as necessary to perform such maintenance, and Lessor shall not be responsible for any such costs or expenses as a result of suspending such utilities.

(g) Lessee shall timely pay the Lessor Fire Marshal or Building Inspector fees and other building permit fees. These include any Local Improvement District costs that may be assessed.

(h) Lessee shall be responsible for taking any measures that Lessee deems necessary to provide security for Lessee's Personal Property and Improvements. Lessor is not responsible for theft or vandalism.

(i) Lessor sales tax applies to Rent. Sales tax rates, limits, exemptions, and exclusions are subject to change by Lessor Assembly.

(j) Lessee shall timely pay all other payments to Lessor to the extent that such other payments are required by the terms of this Lease (i.e., electricity, taxes, and the Revenue Share (as defined above)).

(k) Failure of Lessee to timely pay the Revenue Share, may subject this Lease to be terminated if such failure to pay the Revenue Share continues for thirty (30) days after Lessee receives written notice of Lessee's failure to pay the Revenue Share as required by the terms of this Lease.

Section 3.5 Control of Rodents and Other Creatures on Premises.

Lessee shall take reasonable affirmative measures to ensure that its operations do not attract to the Premises any of the following creatures: rodents, vermin, insects, eagles, crows, ravens, seagulls, mink, otters, or bears.

ARTICLE IV UTILITY SERVICES AND RATES

Section 4.1 Provision of Utility Services.

Lessee will pay for utilities required for the operation of Lessee's equipment at the Premises. Lessor for itself, its successors and assigns, hereby grants and conveys unto Lessee, its customers, employees, agents, invitees, subtenants, licensees, successors, assigns and any other party claiming by or through Lessee, a non-exclusive easement throughout the Term to a public right of way for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions set forth herein.

Section 4.2 Rates for Utility Services Provided by Lessor.

Utility rates charged by Lessor for utility services shall be those set forth in Sitka's Customer Service Policies and/or Sitka General Code. Lessee acknowledges the requirements of Section 9.4 as to utility lines. The Sitka Assembly may change utility rates from time to time by amending the Customer Service Policies and/or Sitka General Code.

Section 4.3 Lessee to Pay for Utility Services.

Lessee will pay, or cause to be paid, all proper charges for any of the following, if applicable: electricity and solid waste; sewer and water; and for all other public or private utility services, which shall be used by or supplied to the Premises at any time during the Term of this Lease. In the event that any charge, cost, or expense for any of the above-mentioned utility services or for any of the other above-mentioned services shall not be paid when due and payable, Lessor shall have the right, but shall not be obligated, to pay it, with the understanding that amounts paid by Lessor shall constitute additional Rent due and payable under this Lease, and shall be repaid to Lessor by Lessee promptly on rendition of a bill by Lessor. Interest at the highest rate allowable by law shall be added as a charge for unpaid utility bills paid by Lessor on behalf of Lessee. Lessor reserves the right to suspend utility services if Lessee does not pay for utility services within sixty (60) days after written notice of such non-payment by Lessor to Lessee. Failure to timely pay utility services may also result in Lessor terminating this Lease, provided all applicable notice and cure periods have been exhausted.

Section 4.4 Lessor Not Liable for Failure of Utilities or Building.

Except to the extent that any such failure, injury, or other casualty is due to Lessor's negligence or breach of any obligation under this Lease, Lessor shall not be liable for any failure of electric current, or for any injury or damages to person or property caused by or resulting from any Act of God or nature beyond Lessor's control. Lessor shall not be held responsible or liable for any claim or action due to or arising from any suspension of operation, breakage, unavoidable accident or injury of any kind occurring to, or caused by an act of God or nature, beyond Lessor's control.

Section 4.5. Requirement Regarding Potable Water Services.

All potable water services, if any, for the Premises will be metered and protected by approved backflow prevention in accordance with Customer Service Policies and/or Sitka General Code.

ARTICLE V LIABILITY

Section 5.1 Limits on Lessor Liability Limitation.

Lessee agrees to indemnify, defend, and hold harmless Lessor against and from any and all claims by or on behalf of any person, firm, or entity to the extent caused by Lessee's activities on the Premises, other than due to acts or omissions of Lessor, from the conduct or management of or from any work or thing whatsoever done by Lessee in or about the Premises including liability to the extent caused by the Lessee's Improvements on the Premises. Lessee also agrees to indemnify, defend, and save Lessor harmless against and from any and all claims and damages arising, other than due to acts or omissions of Lessor, during the Term of this Lease from: (a) any breach or default on the part of Lessee regarding any act or duty to be performed by Lessee pursuant to the terms of this Lease; and (b) any act or negligence of Lessee or any of its agents, contractors, servants, employees or licensees arising out of Lessee's activities on the Premises. Lessee agrees to indemnify, defend, and hold harmless Lessor from and against all costs, reasonable counsel and legal fees, expenses, and liabilities incurred, other than due to acts or omissions of Lessor, in any claim or action or proceeding brought asserting claims of or asserting damages for any alleged act, negligence, omission, conduct, management, work, thing, breach, default, accident, injury, or damage described in the previous two sentences. The above agreements of indemnity are in addition to and not by way of limitation of any other covenants in this Lease to indemnify or compensate Lessor. The agreements of indemnity by Lessee do not apply to any claims of damage arising out of the failure of Lessor to perform acts or render services in its municipal capacity.

Section 5.2 Limits on Lessee Liability.

Except to the extent of liabilities arising from Lessee's acts or omissions, Lessor indemnifies, defends, and holds Lessee and its subsidiaries, affiliates, and parents harmless for liabilities to the extent that they were incurred by reason of conditions existing on the Subject Property as of the Effective Date of this Lease or by reasons of Lessor's acts or omissions. Lessor also agrees to indemnify, defend, and save Lessee and its subsidiaries, affiliates, and parents harmless against and from any and all claims and damages arising, other than due to acts or omissions of Lessee, during the Term of this Lease from (a) any condition of the Subject Property; (b) any breach or default on the part of Lessor regarding any act or duty to be performed by Lessor pursuant to the terms of the Lease; and (c) any act or negligence of Lessor or any of its agents, contractors, servants, employees, or licensees. Lessor agrees to indemnify, defend, and save harmless Lessee and its subsidiaries, affiliates, and parents from and against all costs, reasonable counsel and legal fees, expenses, and liabilities incurred, other than due to acts or omissions of Lessee, in any claim or action or proceeding brought asserting claims of or asserting damages for any alleged act, negligence, omission, conduct, management, work, thing, breach, default, accident, injury, or damage described in the previous two sentences. The above agreements are in addition to and not by way of limitation of any other covenants in this Lease to indemnify or compensate Lessee.

Section 5.3 Reimbursement of Costs of Obtaining Possession.

Each Party agrees to pay and to indemnify the other Party prevailing in any dispute under this Lease that is adjudicated in a court of law to final judgment against, all costs and charges, including but not limited to, full reasonable counsel and legal fees lawfully and reasonably incurred in

enforcing any provision of this Lease including obtaining possession of the Premises and establishing Lessor's title free and clear of this Lease upon expiration or earlier termination of this Lease.

GENERAL PROVISIONS

ARTICLE VI DEFINITIONS

Section 6.1 Defined Terms.

For the purposes of this Lease, the following words shall have the meanings attributed to them in this Section:

- (a) "Event of Default" means the occurrence of any action specified in Section 14.1.
- (b) "Imposition" means all of the taxes, assessments, fees, utility rates or charges, levies and other governmental charges, levied or assessed against the Premises; any part of the Premises, or any right or interest or any rent, taxes and income received, including sales taxes on rent.
- (c) "Improvements" means all buildings, structures and improvements of any nature now or in the future made to and/or installed by Lessee upon the Premises, as well as all apparatus and equipment necessary for the complete and comfortable use, occupancy, enjoyment and operation of the Premises, including radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters, fencing and other supporting structures and related equipment, fittings, appliances, machinery, garage equipment, heating equipment, lighting equipment, cooling equipment, air conditioning and ventilating equipment, wiring, controls, communications equipment, plumbing, switchboards, antennae, floor coverings, refrigerating equipment, hot water heating and all other appliances and equipment; excepting only in each case articles of personal property appurtenances and fixtures (including trade fixtures) owned by Lessee, sublessees, or others, which can be removed without defacing or materially injuring the improvements remaining on the Premises, with the portion of the Premises from which such items are removed being returned to a condition at least as good as that existing on the date of this Lease, reasonable wear and tear and casualty not caused by Lessee excepted.
- (d) "Personal Property" means tangible personal property owned or leased and used by Lessee or any sublessee of Lessee, in connection with and located upon the Premises.
- (e) "Premises" is the portion of the Subject Property being leased to Lessee by Lessor as shown on Exhibit B.
- (f) "Rent" means the lease rate, which is the amount Lessee periodically owes and is obligated to pay Lessor as lease payments under this Lease for the use of the Premises.
- (g) "Subject Property" is Lessor's parent parcel as shown on Exhibit A.

ARTICLE VII INSURANCE

Section 7.1 Insurance

During the Term, Lessee shall have and maintain property damage and comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) (each occurrence)/two million dollars (\$2,000,000) (aggregate), as well as five million dollars (\$5,000,000) excess or umbrella coverage. Lessor shall be listed as an additional insured party on Lessee's insurance policies which are required by this Section 7.1, except for Lessee's workers' compensation insurance. During the Term, Lessee shall have and maintain first party property insurance on all equipment, structures, Improvements and other Personal Property that may be constructed or installed on the Premises by Lessee and Lessee shall provide proof of insurance to Lessor. Additionally, during the Term, Lessee shall have the statutory amount of any workers' compensation insurance.

Section 7.2 Notification of Claim, Loss, or Adjustment

Lessee shall advise Lessor of any claim, loss, adjustment, or negotiations and settlements involving any loss on the Premises under all policies of the character described in Section 7.1.

Section 7.3 Waiver of Subrogation

The Party insured (or so required) releases the other Party from any liability the other Party may have on account of loss, cost, damage or expense to the extent of any amount recoverable by reason of insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account of the following circumstances: (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the Parties to this Lease, or anyone claiming under it in connection with the Subject Property or improvements located thereon; and (ii) the Party is then covered in whole or in part by insurance with respect to loss, cost, damage or expense or is required under this Lease to be insured. The release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate the insurance coverage or increase its cost. In the case of increased cost, the other Party shall have the right, within thirty (30) days following written notice, to pay the increased cost keeping the release and waiver in full force and effect.

ARTICLE VIII RESTRICTIONS REGARDING ASSIGNMENT, LEASES, AND TRANSFERS OF SUBJECT PROPERTY

Section 8.1 Assign, Lease, or Encumber Subject Property.

This Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's lender, principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Lessee's assets or ownership interests by reasons of merger, acquisition or other business reorganization (each, a "**Pre-Approved Assignment**") provided the assignee shall have a net worth value at least equal to or exceeding Twenty Million Dollars (\$20,000,000). As to transfers or assignments which do not constitute a Pre-Approved Assignment, Lessee is required to obtain Lessor's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment including a Pre-Approved Assignment, Lessee will be relieved and released of all obligations and liabilities hereunder.

Lessee shall have the right from time to time to mortgage or otherwise encumber Lessee's interest in this Lease, the Improvements and/or leasehold estate in the Premises and Lessor consents to the granting by Lessee of a lien and security interest in Lessee's interest in this Lease, the Improvements and/or leasehold estate of the Premises and all of Lessee's Personal Property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any such lender of Lessee ("**Lender**") of its rights of foreclosure with respect to its lien and security interest. Lessor agrees to recognize Lender as Lessee hereunder upon any such exercise by Lender of its rights of foreclosure. The term Lender as used in this Lease shall mean the lender identified in Article XXI hereof and any successors, assigns, designees, nominees or future lenders.

Section 8.2 Right to Sublease.

Lessee shall have the exclusive right to sublease or grant licenses without Lessor's consent to use all or part of the Premises and/or the Improvements, but no such sublease or license shall relieve or release Lessee from its obligations under this Lease. All subleases entered into demising all or any part of the Improvements or the Premises shall be expressly subject and subordinate to this Lease.

ARTICLE IX USE AND PROTECTION OF THE SUBJECT PROPERTY

Section 9.1 Property As Is - Repairs.

Lessee acknowledges that it has examined the Subject Property and the present improvements including any public improvements presently located there, and knows the condition of them, and accepts them in their present condition without any representations or warranties of any kind or nature whatsoever by Lessor as to their condition or as to the use or occupancy which may be made of them. Lessee assumes the sole responsibility for the condition of the Improvements made by Lessee on the Premises. The foregoing shall not be deemed to relieve Lessor of its general municipal obligations, or of its obligations under Section 3.1 above.

Section 9.2 Compliance with Laws.

Lessee shall throughout the Term, at Lessee's sole expense, promptly comply with all the laws and ordinances and the orders, rules, regulations, and requirements of all federal, state, and municipal governments and appropriate departments, commissions, boards, and officers and all other legal requirements that may be applicable to the Premises and Lessee's use thereof. Nothing in the foregoing sentence shall be deemed to relieve Lessee of its general obligations to Lessor in its municipal capacity.

Section 9.3 Notification of Lessor's Public Works Director of Discovery of Contamination.

Lessee shall promptly notify Lessor's Public Works Director as soon as reasonably practical after Lessee learns of any contaminated soils or other contaminated materials that require special handling which are encountered during construction or other activities.

Section 9.4 Use of Utility Lines.

Lessee shall connect or otherwise discharge to such utility lines as approved by the Lessor's Public Works Director and/or Electric Department, and shall obtain any permits and comply with any

conditions specified by the Lessor's Public Works Director and/or Electric Department for such connections.

Section 9.5 Permits and Approvals for Activities.

Lessee shall be responsible for obtaining all necessary permits and approvals for its activities unless otherwise specifically allowed by Lessor. Not less than ten (10) days in advance of applying for permits to any public entity other than Lessor, Lessee shall provide copies of all permit applications and associated plans and specifications to Lessor's Planning Director to facilitate review by departments of Lessor. Lessor is not obligated to comment on the permit applications and plans, and the result of any review by Lessor does not affect Lessee's obligation to comply with any applicable laws.

**ARTICLE X LESSOR'S RIGHT TO PERFORM LESSEE'S COVENANTS;
REIMBURSEMENT OF LESSOR FOR AMOUNTS SO EXPENDED**

Section 10.1 Performance of Lessee's Covenants To Pay Money.

Lessee covenants that if it shall at any time fail to timely make any payment required under this Lease (other than Rent), and such failure to make any payment under this Lease (other than Rent) shall continue for thirty (30) days after written notice from Lessor to Lessee, then Lessor may, but shall not be obligated so to do, and without further notice to or demand upon Lessee and without releasing Lessee from any obligations of Lessee under this Lease, make any payment to a third party which was required to be made by Lessee under this Agreement in a manner and extent that Lessor deems reasonably necessary to rectify Lessee's payment default hereunder.

Section 10.2 Lessor's Right To Cure Lessee's Default.

If there is a default involving the failure of Lessee to keep the Premises in good condition and repair in accordance with the provisions of this Lease, to remove any dangerous condition in accordance with the requirements of this Lease or to take any other action required by the terms of this Lease, then Lessor shall have the right, but shall not be required, to make good any Event of Default of Lessee provided all applicable notice and cure provisions have been exhausted.

Section 10.3 Reimbursement of Lessor and Lessee.

All sums advanced by Lessor pursuant to this Article and all necessary and incidental costs, expenses and reasonable attorney's fees incurred by Lessor in connection with the performance of any acts, together with interest at the highest rate of interest allowed by law from the date of the making of advancements, shall be promptly payable to Lessor by Lessee in the respective amounts so advanced. This reimbursement shall be made on demand, or at the option of Lessor, may be added to any Rent then due or becoming due under this Lease. Lessee covenants to pay the sum or sums with interest. Lessor shall have, in addition to any other right or remedies, the same rights and remedies in the event of the non-payment by Lessee of monies owed to Lessor under this Section 10.3 as in the case of an Event of Default by Lessee in the payment of any installment of Rent.

Conversely, Lessee shall be entitled to receive from Lessor prompt payment or reimbursement on any sums due and owing from Lessor to Lessee, together with interest at the highest rate allowed by law.

ARTICLE XI [RESERVED]

ARTICLE XII MECHANIC'S LIENS

Section 12.1 Discharge of Mechanics' Liens.

Lessee shall neither suffer nor permit any mechanics' liens to be filed against the title to the Subject Property, nor against Lessee's interest in the Premises, nor against the Improvements by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone having a right to possession of the Premises or Improvements by or through Lessee as a result of an agreement with or the assent of Lessee. If any mechanics' lien shall be filed against the Premises, including the Improvements, by any party claiming to have supplied work, labor, services or materials to Lessee or anyone having a right to possession of the Premises or Improvements by or through Lessee, Lessee shall cause it to be discharged of record within thirty (30) days after the date that Lessee receives written notice of its filing as evidenced by written notice from Lessor to Lessee. Failure to comply may subject the Lease to be terminated.

ARTICLE XIII ADDITIONAL TERMINATION RIGHT

Section 13.1 Additional Termination Right.

If at any time during the term of this Lease, Lessee no longer has any subtenants with telecommunications facilities located within the Premises, then Lessee shall have the right to terminate this Lease upon one hundred eighty (180) days prior written notice to Lessor.

ARTICLE XIV DEFAULT PROVISIONS

Section 14.1 Events of Default.

Each of the following events is defined as an "Event of Default":

- (a) Failure of Lessee to pay any installment of Rent or the Revenue Share when due and the continuance of the failure for a period of thirty (30) days after receipt by Lessee of notice in writing from Lessor to Lessee.
- (b) Failure of Lessee to perform any of the other covenants, conditions and agreements under this Lease, including filing tax forms and/or payment of taxes, fees, utilities, and the continuance of failure for a period of thirty (30) days after receipt by Lessee of Lessor's notice in writing. The notice shall specify the respects in which Lessor contends that Lessee has failed to perform any of the covenants, conditions and agreements. With respect to any default which cannot be cured

within thirty (30) days, Lessee, or any person holding by, through or under Lessee, in good faith, promptly after receipt of written notice, shall have commenced and shall continue diligently and reasonably to prosecute all action necessary to cure the default within an additional sixty (60) days.

(c) The filing of an application by Lessee (the term, for this purpose, to include any approved transferee of this Lease other than a sublessee of Lessee's interest in this Lease): (i) for a consent to the appointment of a receiver, trustee or liquidator of itself or all its assets; (ii) of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing of its inability to pay its debts as they come due; (iii) of a general assignment for the benefit of creditors; or (iv) of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding.

(d) The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating Lessee a bankrupt, or appointing a receiver, trustee or liquidator of it or of its assets, and this order, judgment or decree continuing unstayed and in effect for any period of sixty (60) consecutive days, or if this Lease is taken under a writ of execution.

(e) Failure of Lessor to perform any of the other covenants, conditions and agreements under this Lease and the continuance of failure for a period of thirty (30) days after receipt by Lessor of Lessee's notice in writing. The notice shall specify the respects in which Lessee contends that Lessor has failed to perform any of the covenants, conditions and agreements. With respect to any default which cannot be cured within thirty (30) days, Lessor, or any person holding by, through or under Lessor, in good faith, promptly after receipt of written notice, shall have commenced and shall continue diligently and reasonably to prosecute all action necessary to cure the default within an additional sixty (60) days.

Section 14.2 Assumption or Assignment of Lease to Bankruptcy Trustee.

In the event that this Lease is assumed by or assigned to a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 (referred to as "Bankruptcy Code") (11 U.S.C. § 101 et seq.), and the trustee shall cure any default under this Lease and shall provide adequate assurances of future performance of this Lease as are required by the Bankruptcy Code (including but not limited to, the requirement of Code § 365(b)(1)) (referred to as "Adequate Assurances"), and if the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Code within the applicable time periods provided by the Bankruptcy Code, then this Lease shall be deemed rejected automatically and Lessor shall have the right immediately to possession of the Premises immediately and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Lease.

Section 14.3 Remedies in Event of Default.

Lessor may treat any one or more of the Events of Default by Lessee as a breach of this Lease. At its option, by serving written notice on Lessee and the Lender (to the extent Lessor has notice of the Lender) of the Event of Default, Lessor shall have, in addition to other remedies provided by law, one or more of the following remedies:

(a) Lessor may terminate this Lease. In such an event, Lessor may repossess the entire Premises, and be entitled also to recover as damages a sum of money equal to the value as of the date of

termination of this Lease, of the Rent due from Lessee as of the date of termination, and any other sum of money and damages then due under the terms of this Lease to Lessor. Any Personal Property not removed after such termination shall be addressed as provided for in Section 1.4 above.

(b) Lessor may terminate Lessee's right of possession and may repossess the entire Premises by forcible entry and detainer suit or otherwise, without demand or additional notice of any kind to Lessee (except as above expressly provided for) and without terminating this Lease. In such event, Lessor may, but shall be under no obligation to do so, relet all or any part of the Premises for rent and upon terms as shall be satisfactory in the judgment reasonably exercised by Lessor (including the right to relet the Premises for a term greater or lesser than that remaining under the stated term of this Lease). Lessee acknowledges that Lessor may file suit to recover any sums falling due under the terms of this section from time to time, and that any suit or recovery of any portion due Lessee shall be no defense to any subsequent action brought for any amount not reduced to judgment in favor of Lessor. Any Personal Property not removed after such termination shall be addressed as provided for in Section 1.4 above.

(c) Lessor shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as through reentry, summary proceedings, and other remedies not specifically provided for in this Lease.

(d) Upon the termination of this Lease, or upon the termination of Lessee's right of possession pursuant to the terms of this Lease, Lessee will at once surrender possession of the Premises and dispose of Personal Property and Improvements as described in Section 1.4. If possession is not immediately surrendered, Lessor may re-enter the Premises and repossess itself of it as of its former estate and remove all persons and their personal property, without being deemed guilty of any manner of trespass or forcible entry or detainer. Lessor may at its option seek expedited consideration to obtain possession if Lessor determines that this Lease has terminated as described in the first sentence of this paragraph.

(e) In the event that Lessee shall fail to make any payment required to be made provided for in this Lease or defaults in the performance of any other covenant or agreement which Lessee is required to perform under this Lease during the period when work provided for in this Lease shall be in process or shall be required by the terms of this Lease to commence, Lessor may treat the default as a breach of this Lease and, in addition to the rights and remedies provided in this Article, but subject to the requirements of service of notice pursuant to this Lease, Lessor shall have the right to carry out or complete the work on behalf of Lessee without terminating this Lease.

In an Event of Default by Lessor beyond any applicable cure period, Lessee shall have all remedies available either at law or in equity, including, without limitation, the right to terminate this Lease upon written notice to Lessor.

Section 14.4 Waivers and Surrenders To Be In Writing.

No covenant or condition of this Lease shall be deemed to have been waived by either Lessor or Lessee unless the waiver is in writing, signed by the Party against whom enforcement is sought, or such Party's agent duly authorized in writing and shall apply only with respect to the particular

act or matter to which the consent is given. It shall not relieve Lessee or Lessor, as applicable, from the obligation, wherever required under this Lease, to obtain the consent of the other Party to any other act or matter.

ARTICLE XV LESSOR'S TITLE AND LIEN

Section 15.1 Lessor's Title Paramount.

Lessor holds title to the Subject Property.

Section 15.2 Lessee Not To Encumber Lessor's Interest.

Lessee shall have no right or power to and shall not in any way encumber the title of Lessor regarding the Subject Property except as may be provided for in this Lease. The fee-simple estate of Lessor in the Subject Property shall not be in any way subject to any claim by way of lien or otherwise, whether claimed by operation of law or by virtue of any express or implied lease or contract or other instrument made by Lessee.

ARTICLE XVI REMEDIES CUMULATIVE

Section 16.1 Remedies Cumulative.

No remedy conferred upon or reserved to either of the Parties shall be considered exclusive of any other remedy, but shall be cumulative and shall be in addition to every other remedy given under this Lease or existing at law or in equity or by statute. Every power and remedy given by this Lease to either Party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by such Party. No delay or omission of a Party to exercise any right or power arising from any default shall impair any right or power, nor shall it be construed to be a waiver of any default or any acquiescence in it.

Section 16.2 Waiver of Remedies Not To Be Inferred.

No waiver of any breach of any of the covenants or conditions of this Lease shall be construed to be a waiver of any other breach or to be a waiver of, acquiescence in, or consent to any further or succeeding breach of it or similar covenant or condition.

Section 16.3 Right to Terminate Not Waived.

Neither the rights given to receive, sue for or distrain from any Rent, moneys or other payments, or to enforce any of the terms of this Lease, or to prevent the breach or non-observance of it, nor the exercise of any right or of any other right or remedy shall in any way impair or toll the right or power of Lessor to declare ended the term granted and to terminate this Lease because of any event of default.

ARTICLE XVII SURRENDER AND HOLDING OVER

Section 17.1 Surrender at End of Term.

On the last day of the last lease year of the Term, or on the earlier termination of the Term, Lessee shall peaceably and quietly leave, surrender and deliver the entire Premises to Lessor, subject to the provisions of Section 1.4, in good repair, order, and condition, reasonable use, wear and tear excepted, free and clear of any and all mortgages, liens, encumbrances, and claims. At the time of the surrender, Lessee shall also surrender any and all security deposits, if applicable, and rent advances, if applicable, of Sublessees to the extent of any amounts owing from Lessee to Lessor. If the Premises is not so surrendered, Lessee shall repay Lessor for all reasonable expenses which Lessor shall incur by reason of it, and in addition, Lessee shall indemnify, defend and hold harmless Lessor from and against all claims made by any succeeding lessee against Lessor, founded upon delay occasioned by the failure of Lessee to surrender the Premises.

Section 17.2 Rights Upon Holding Over.

At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up possession of the Premises, in accordance with the terms set forth herein, to Lessor and failing to do so agrees at the option of Lessor, to pay to Lessor for the whole time such possession is withheld, a sum per day equal to one hundred and fifty percent (150%) times 1/30th of the aggregate of the Rent paid or payable to Lessor during the last month of the term of the Lease. The provisions of this Article shall not be held to be a waiver by Lessor of any right or re-entry as set forth in this Lease, nor shall the receipt of a sum, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to terminate this Lease and the Term granted for the period still unexpired for any breach of Lessee under this Lease.

ARTICLE XVIII MODIFICATION

Section 18.1 Modification.

None of the covenants, terms or conditions of this Lease to be kept and performed by either Party to this Lease shall in any manner be waived, modified, changed or abandoned except by a written instrument duly signed, acknowledged, and delivered by both Lessor and Lessee.

ARTICLE XIX INVALIDITY OF PARTICULAR PROVISIONS

Section 19.1 Invalidity of Provisions.

If any provision of this Lease or the application of it to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XX APPLICABLE LAW AND VENUE

Section 20.1 Applicable Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Alaska. The forum and venue for any action seeking to interpret, construe, or enforce this Lease shall be only in the Superior Court for the State of Alaska at Sitka, Alaska.

ARTICLE XXI NOTICES

Section 21.1 Manner of Mailing Notices.

All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested) addressed:

if to Lessor at:

Municipal Administrator, City and Borough of Sitka, Alaska
100 Lincoln Street
Sitka, Alaska 99835

With a copy to: Municipal Clerk at address listed above;

and, if to Lessee, at:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: VP Asset Management
Site No: US-AK-5268 / Site Name: Granite Creek

With a copy to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel
Site No: US-AK-5268 / Site Name: Granite Creek

With a copy to (but not constituting notice to Lessee):

Fox Rothschild LLP
747 Constitution Drive
Suite 100
Exton, PA 19341

Attn: Levin V. Czubaroff, Esq.
Site No. US-AK-5268 / Site Name: Granite Creek

and, if to Lender, at:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Each Party from time to time may change its address for purposes of receiving declarations or notices by giving written notice of the changed address, to become effective seven (7) days following the giving of notice.

Section 21.2 Notice to Lender.

Lessor shall provide Lender copies of all notices from Lessor to Lessee relating to existing or potential default under, or other non-compliance with the terms of this Lease. All notices, demands or requests which may be required to be given by Lessor or Lessee to any Lender shall be sent in writing, by United States Postal Service, registered or certified mail or by nationally established overnight courier that provides proof of delivery, postage prepaid, addressed to the Lender at Lender's address set forth above or such other address for Lender as may be provided to Lessor from time to time.

Section 21.3 Sufficiency of Service.

Service of any demand or notice as in this Article provided shall be sufficient for all purposes.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 22.1 Captions.

The captions contained in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

Section 22.2 Conditions and Covenants.

All the provisions of this Lease shall be deemed and construed to be "conditions" as well as "covenants," as though the words specifically expressing or importing covenants and conditions were used in each separate provision.

Section 22.3 Entire Agreement.

This Lease contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors or assigns in interest.

Section 22.4 Time of Essence as to Covenants of Lease.

Time is of the essence as to the covenants in this Lease.

Section 22.5 Quiet Enjoyment.

So long as Lessee is not in default under this Lease beyond the applicable notice and cure period, Lessor covenants and agrees that Lessee shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation, interference, or ejection by Lessor, its successors or assigns or by those claiming by, through or under them.

ARTICLE XXIII COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES AND TO RUN WITH THE SUBJECT PROPERTY

Section 23.1 Covenants to Run with the Subject Property.

All covenants, agreements, conditions and undertakings in this Lease shall extend and inure to the benefit of and be binding upon the successors and assigns of each of the Parties, the same as if they were in every case named and expressed, and they shall be construed as covenants running with the Subject Property. Wherever in this Lease reference is made to any of the Parties, it shall be held to include and apply to, wherever applicable, also the officers, directors, successors and assigns of each Party, the same as if in each and every case so expressed.

ARTICLE XXIV ADDITIONAL GENERAL PROVISIONS

Section 24.1 Absence of Personal Liability.

No member, official, or employee of Lessor shall be personally liable to Lessee, its successors and assigns, or anyone claiming by, through or under Lessee or any successor in interest to the Premises, in the event of any default or breach by Lessor or for any amount which may become due to Lessee, its successors and assigns, or any successor in interest to the Premises, or on any obligation under the terms of this Lease. No member, official, or employee of Lessee shall be personally liable to Lessor, its successors and assigns, or anyone claiming by, through, or under Lessor or any successor in interest to the Subject Property, in the event of any default or breach by Lessee or for any amount which become due to Lessor, its successors and assigns, or any successor in interest to the Premises, or on any obligation under the terms of this Lease.

Section 24.2 Lease Only Effective As Against Lessor Upon Assembly Approval.

This Lease is effective as against Lessor only upon the approval of such Lease by the Sitka Assembly.

Section 24.3 Binding Effects, Attorneys' Fees.

This Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto. If there is any legal proceeding between Lessor and Lessee arising from or based on this Lease, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal

in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

Section 24.4 Duplicate Originals.

This Lease may be executed in any number of copies, each of which shall constitute an original of this Lease. The warranties, representations, agreements and undertakings shall not be deemed to have been made for the benefit of any person or entity, other than the Parties.

Section 24.5 Declaration of Termination.

With respect to Lessor's rights to obtain possession of the Premises or to revert title in itself with respect to the leasehold estate of Lessee in the Premises after an Event of Default by Lessor which is not cured during the applicable notice and cure period, Lessor shall have the right to institute such actions or proceedings as it may deem desirable to effectuate its rights including, without limitation, the right to execute and record or file with the Recorder of the Sitka Recording District, a written declaration of the termination of all rights and title of Lessee in the Premises, and the reversioning of any title in Lessor as specifically provided in this Lease.

Section 24.6 Authority.

Lessor and Lessee represent to each other that each has, and has exercised, the required power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Lease and perform its obligations. Both Parties also represent that this Lease, once fully executed and delivered to each other, has been duly executed and delivered by each and constitutes a valid and binding obligation of each enforceable in accordance with its terms, conditions, and provisions.

Section 24.7 Recordation.

The Parties agree that this Lease will not be recorded. At the request of either Party, the Parties shall execute a memorandum of this Lease for recording purposes in lieu of recording this Lease in such form as may be satisfactory to the Parties or their respective attorneys. Each Party shall bear their own related expenses under this Section, including attorney fees. Lessor shall pay for all recording fees.

Section 24.8 IRS Form W-9.

As a condition precedent to payment of Rent or any other sum due by Lessee to Lessor hereunder, Lessor agrees to provide the Lessee with a complete IRS Form W-9, or its equivalent, at the time of Lessor's execution of this Lease.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this____ day of _____, 2023, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

Notary Public in and for the State of Alaska
My commission expires: _____

VERTICAL BRIDGE DEVELOPMENT, LLC

Date

By:
Its:

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this____ day of _____, 2023, by _____, the _____ of Vertical Bridge Development, LLC, a Delaware limited liability company, registered to do business in Alaska, on behalf of the company.

Notary Public in and for the State of Florida
My commission expires: _____

LEGAL DESCRIPTION - BOUNDARY SURVEY OF TRACTS A, B, C & D, U.S. SURVEY NO. 3806

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE WITHIN A FRACTION OF U.S. SURVEY NO. 3806 (FRACTIONS OF PROTRACTED SECS. 15, 16, 22, 26 AND 27, T.55S., R.63E., C.R.M.), CITY AND BOROUGH OF SITKA, FIRST JUDICIAL DISTRICT, STATE OF ALASKA, BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

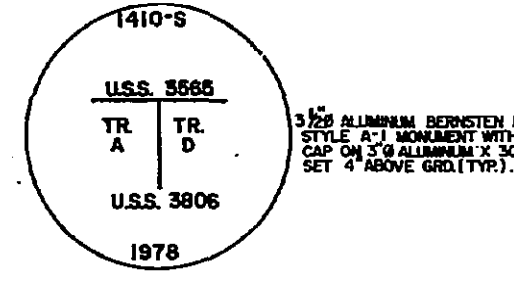
BEGINNING AT THE ORIGINAL GLO/BLM MONUMENT CORNER NO. 1, U.S. SURVEY NO. 3806, SAID MONUMENT HAVING AN APPROXIMATE GEOGRAPHIC POSITION OF LATITUDE = 57°06'N; LONGITUDE = 135°23'12"W; THENCE ALONG LINE 1-2, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY BETWEEN TRACT C, U.S. SURVEY NO. 3806; LOTS 22 AND 23, U.S. SURVEY NO. 2419; LOT 2, U.S. SURVEY NO. 3806 AND LOTS 24 THROUGH 31, U.S. SURVEY NO. 2420, ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; S 30°08'45" E - 396.07'; S 30°01'00" E - 396.02'; S 30°05'15" E - 395.34'; S 30°04'00" E - 396.12'; S 30°03'45" E - 395.69'; S 30°01'45" E - 395.21'; S 30°05'15" E - 395.40'; S 30°09'30" E - 165.27'; S 29°59'15" E - 395.95'; S 30°02'00" E - 395.95' TO CORNER NO. 2, U.S. SURVEY NO. 3806; THENCE ALONG LINE 2-3, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY BETWEEN TRACT B, U.S. SURVEY NO. 3806 AND A DEDICATED RIGHT-OF-WAY WITHIN U.S. SURVEY NO. 2419, N 76°39'00" E - 376.05' TO THE ORIGINAL GLO/BLM MONUMENT CORNER NO. 3, U.S. SURVEY NO. 3806; THENCE ALONG LINE 3-4 AND 4-5, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT A, U.S. SURVEY NO. 3806 AND LOTS 17 THROUGH 21, U.S. SURVEY NO. 2419 ALONG SURVEY LINES PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; S 30°01'15" E - 395.55'; S 29°58'30" E - 792.16'; S 30°02'30" E - 395.95'; S 30°01'15" E - 395.57'; S 59°59'15" W - 329.40' TO ORIGINAL GLO/BLM MONUMENT CORNER NO. 5, U.S. SURVEY NO. 3806; THENCE ALONG LINES 5-6 AND 6-7, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT A, U.S. SURVEY NO. 3806 AND LOTS C THROUGH K, U.S. SURVEY NO. 2749 ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; S 30°01'45" E - 263.97'; S 30°01'45" E - 264.08'; S 30°02'30" E - 164.98'; S 30°01'45" E - 161.71'; S 30°01'15" E - 168.32'; S 29°59'15" E - 164.98'; S 10°27'15" E - 264.06'; S 10°27'15" E - 165.04'; S 30°02'30" E - 265.18' TO ORIGINAL GLO/BLM MONUMENT CORNER NO. 7, U.S. SURVEY NO. 3806; THENCE ALONG LINES 7-8 AND 8-9, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT A, U.S. SURVEY NO. 3806 AND LOTS 10 THROUGH 14, U.S. SURVEY NO. 2418 ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; N 59°59'00" E -

320.24'; S 30°03'30" E - 395.57'; S 30°01'45" E - 396.11'; S 30°01'30" E - 396.16'; S 30°01'30" E - 395.93'; S 30°02'00" E - 396.01' TO ORIGINAL GLO/BLM MONUMENT CORNER NO. 9, U.S. SURVEY NO. 3806; THENCE ALONG LINES 9-10 AND A FRACTION OF LINE 10-11, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT D, U.S. SURVEY NO. 3806 AND LOT 1, U.S. SURVEY NO. 3746 AND LOT 6-A, U.S. SURVEY NO. 2774, THE FOLLOWING COURSES; S 28°11'45" E - 471.24'; S 30°00'45" E - 488.12' TO MONUMENT CORNER NO. 7, LOT 1, BLOCK 4, CASCADE CREEK SUBDIVISION, SAID CORNER BEING ON THE AFOREMENTIONED COMMON BOUNDARY LINE BETWEEN TRACT D, U.S. SURVEY NO. 3806 AND LOT 6-A, U.S. SURVEY NO. 2774 AND BEING ON THE NORTHWESTERLY MOST CORNER OF CASCADE CREEK SUBDIVISION; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF CASCADE CREEK SUBDIVISION BEING COMMON TO THE SOUTHERLY BOUNDARY LINE OF TRACT D, U.S. SURVEY NO. 3806, THE FOLLOWING COURSES; N 59°32'00" E - 67.34'; N 59°48'45" E - 336.53'; N 46°47'30" E - 448.34' TO A POINT ON CURVATURE; THENCE ALONG A 12°09'30" CURVE TO THE RIGHT (RADIUS = 471.14') THROUGH AN ARC OF 22°29'42", AN ARC LENGTH OF 184.98' (CHORD = N 31°20'30" E - 183.79') TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT-OF-WAY LIMITS OF CASCADE CREEK ROAD; THENCE CONTINUING ALONG THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LIMITS OF CASCADE CREEK ROAD, N 42°35'15" E - 243.69' TO A POINT OF CURVATURE; THENCE ALONG A 13°56'38" CURVE TO THE LEFT (RADIUS = 410.90') THROUGH AN ARC OF 22°42'54", AN ARC LENGTH OF 162.99' (CHORD = N 31°12'45" E - 161.84') TO A POINT OF TANGENCY; THENCE CONTINUING N 19°52'15" E - 139.84' TO A POINT ON THE COMMON BOUNDARY LINE BETWEEN U.S. SURVEY NO. 3806 AND THE NATIONAL FOREST BOUNDARY, SAID POINT BEING ON LINE 16-17, U.S. SURVEY NO. 3806 AND LINE AP NO. 1-AP NO. 2, U.S. SURVEY NO. 3565; THENCE ALONG AFOREMENTIONED COMMON BOUNDARY LINE ALONG LINE 16-17, U.S. SURVEY NO. 3806 ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ON THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; N 29°59'00" W - 35.59' TO WITNESS POSITION MONUMENT NO. 2, U.S. SURVEY NO. 3565; THENCE N 29°40'15" W - 1932.05' TO WITNESS POSITION MONUMENT NO. 3, U.S. SURVEY NO. 3565; THENCE N 29°02'15" W - 2412.97' TO WITNESS POSITION MONUMENT NO. 4, U.S. SURVEY NO. 3565; THENCE N 29°30'30" W - 1041.98' TO WITNESS POSITION MONUMENT NO. 5, U.S. SURVEY NO. 3565; THENCE N 29°38'15" W - 2530.15' TO WITNESS POSITION MONUMENT NO. 6, U.S. SURVEY NO. 3565; THENCE N 29°27'30" W - 2632.07' TO ANGLE POINT MONUMENT NO. 2, U.S. SURVEY NO. 3565 BEING COMMON TO CORNER NO. 17, U.S. SURVEY NO. 3806; THENCE ALONG LINE 17-18, U.S. SURVEY NO. 3806 BEING COMMON TO LINE 3-4, U.S. SURVEY NO. 3670, S 59°46'00" W - 1659.50' TO CORNER NO. 1, U.S. SURVEY NO. 3806 BEING THE TRUE POINT AND PLACE OF BEGINNING.

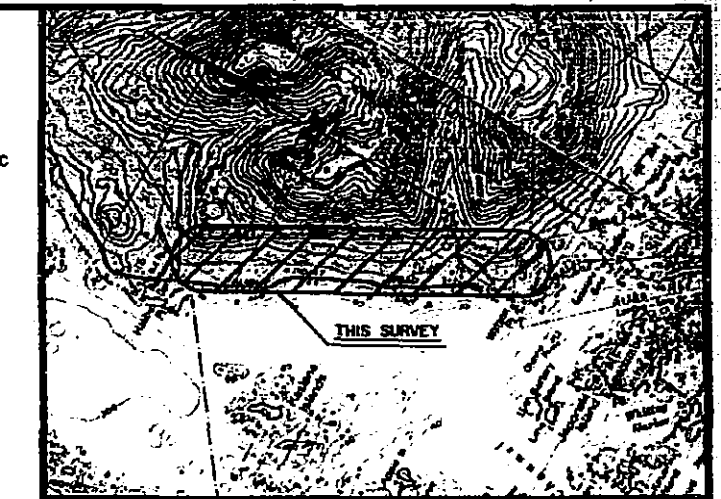
CONTAINING 380.17 ACRES (153.85 HECTARES)

GENERAL NOTES

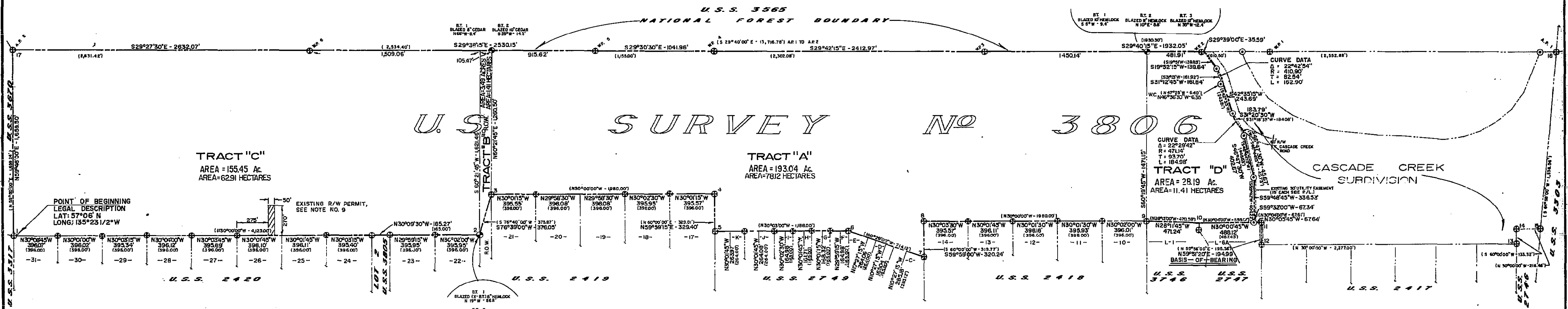
- AUTHORIZATION TO CONDUCT THE BOUNDARY RETRACEMENT SURVEY OF U.S. SURVEY NO. 3806 AND SUBSEQUENT SUBDIVISION OF SAID LAND INTO TRACTS A, B, C AND D, U.S. SURVEY NO. 3806 WAS BY LETTER DATED SEPTEMBER 18, 1978 FROM MR. GENE REHFELD, CITY ENGINEER, CITY AND BOROUGH OF SITKA, ALASKA.
- SPECIAL INSTRUCTIONS FOR THIS SURVEY WERE BY CONTRACTUAL DOCUMENTS DATED AUGUST 24, 1978 AS WRITTEN BY MR. JERRY D. SIMPSON, L.S., DIRECTOR OF PUBLIC WORKS, CITY AND BOROUGH OF SITKA, ALASKA.
- THE BASIS-OF-BEARING UTILIZED FOR THE RETRACEMENT SURVEY OF ALL WORK DENOTED BY THIS PLAT WAS THE ORIGINAL RECOVERED G.L.O. MONUMENTS LOCATED ON CORNERS 5 AND 6, LOT 1, BLOCK 4, CASCADE CREEK SUBDIVISION, A FRACTION OF U.S. SURVEY NO. 3806. THE ACCEPTED BEARING OF RECORD OF SAID MONUMENTS WAS N 59°51'20" E.
- FIELD EQUIPMENT UTILIZED TO CONDUCT THIS SURVEY INCLUDED, BUT WAS NOT LIMITED TO, THE FOLLOWING; WILD T2E THEODOLITE, WILD T1 THEODOLITE, HELMETT-PACKARD MODEL 3805 ELECTRONIC DISTANCE MEASURING DEVICE, 200' MAGNIBIT TAPE CERTIFIED TO A STANDARD LOYAR TAPE, NUMEROUS HAND TOOLS, ETC.
- THE WORK WAS CONDUCTED FOLLOWING SURVEY SPECIFICATIONS AS PUBLISHED WITHIN THE DEPARTMENT OF COMMERCE, NATIONAL OCEAN SURVEY PUBLICATION, "CLASSIFICATION, STANDARDS OF ACCURACY, AND GENERAL SPECIFICATIONS OF GEODETIC CONTROL SURVEYS", THIRD ORDER, CLASS II TRAVERSE SURVEYS.
- WHERE RECORD GLO/BLM SURVEY COURSES (BEARING AND DISTANCE) DIFFER FROM FIELD SURVEY COURSES AS RECOVERED BY THIS RETRACEMENT AND SUBDIVISION SURVEY, THE RECORD SURVEY COURSE IS SHOWN IN PARENTHESES, THUSLY, (N 30°00'00" W - 396.00') WHILE THE FIELD MEASURED COURSE BY THIS RETRACEMENT SURVEY IS SHOWN WITHOUT PARENTHESES, THUSLY, N 30°03'45" W - 395.69'.
- 1 U.S. ACRE = 0.4047 HECTARE.
- 1 METER = 3.280833 U.S. SURVEY FEET.
- A RIGHT-OF-WAY PERMIT EXISTS WITHIN TRACT C, U.S. SURVEY NO. 3806, AS SHOWN. SAID RIGHT-OF-WAY PERMIT WAS ISSUED BY THE STATE OF ALASKA IN 1964 TO MR. BARTON SOLLARS, BOX 771, SITKA, ALASKA. THE RIGHT-OF-WAY PERMIT IS TO CONSTRUCT AND MAINTAIN A DOMESTIC WATER SUPPLY.
- ALL G.L.O. AND/OR B.L.M. CORNER MONUMENTS RECOVERED BY THIS SURVEY WERE SET AND MARKED AS CALLED OUT WITHIN ORIGINAL GLO/BLM FIELD NOTES OF RECORD.
- THE ORIGIN OF THE APPROXIMATE GEOGRAPHIC POSITION OF CORNER NO. 1, U.S. SURVEY NO. 3806 WAS THE B.L.M. PLAT OF RECORD FOR SAID SURVEY, DATED DECEMBER 23, 1960.



TYPICAL MONUMENT ESTABLISHED THIS SURVEY



VICINITY MAP
SOURCE: U.S.G.S. QUADRANGLE SITKA (A-4 & A-5), ALASKA
SCALE: 1"=65,360
DATE: A-4: 1951
DATE: A-5: 1951



OWNERSHIP CERTIFICATION
I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE DIRECTOR, ALASKA DIVISION OF LANDS AND THAT THE STATE OF ALASKA IS THE OWNER OF U.S. SURVEY NO. 3806, AS SHOWN HEREON. I HEREBY APPROVE THIS SURVEY AND SUBDIVISION PLAT FOR THE STATE OF ALASKA.
DATE 4/19/79
Al Carason
DIRECTOR, ALASKA DIVISION OF LANDS

CERTIFICATE DEDICATION OF RIGHT OF WAY
I HEREBY DEDICATE TRACT B AS A RIGHT-OF-WAY THAT IS PUBLIC ACCESS AND/OR PUBLIC UTILITIES AS SHOWN AND DESCRIBED HEREON.
DATE 4/19/79
Al Carason
DIRECTOR, ALASKA DIVISION OF LANDS

NOTARY'S ACKNOWLEDGEMENT
SUBSCRIBED AND SWORN TO BEFORE ME THIS 19 DAY OF April, 1979.
Sharon C. Juelich
NOTARY FOR ALASKA

SELECTION INFORMATION
Mental Health - 94
Tentative Approval dated 4/30/62
Patent No. 1226844 dated 5/11/62

CERTIFICATION OF APPROVAL BY THE STATE
I HEREBY CERTIFY THAT THE PLAT OF SURVEY SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SURVEY REQUIREMENTS OF THE STATE OF ALASKA AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE RECORDER.
DATE 4/19 1979
Al Carason
DIRECTOR, DIVISION OF LANDS, DEPARTMENT OF NATURAL RESOURCES

ALASKA STATE LAND SURVEY NO. 79-4
BOUNDARY RETRACEMENT AND SUBDIVISION SURVEY OF U.S. SURVEY NO. 3806
WITHIN THE CITY & BOROUGH OF SITKA, ALASKA

CERTIFICATION OF APPROVAL BY THE BOARD
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY RESOLUTION NO. _____ DATED _____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, SITKA, ALASKA.
DATE 2-27-79
Robert Houch
CHAIRMAN, PLATTING BOARD

CERTIFICATION OF APPROVAL BY THE ASSEMBLY
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF SITKA, AND THAT SAID PLAT HAS BEEN APPROVED BY THE ASSEMBLY AS RECORDED IN MINUTE BOOK _____ PAGE _____ DATED _____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, SITKA, ALASKA.
DATE 2/27/79
Robert Houch
CHAIRMAN, PLATTING BOARD

ATTEST:
Sharon C. Juelich
SECRETARY
SEAL 79-615

ATTEST:
Sharon C. Juelich
CLERK-TREASURER
SEAL

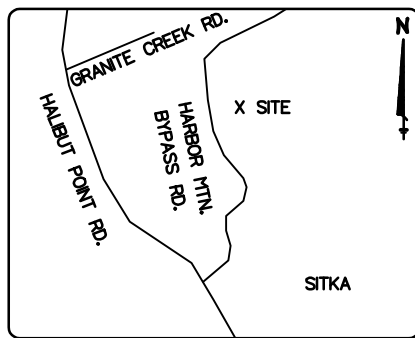
COPY
RECORDED - FILED
Sitka REC. DIST.
DATE 4-26-79
TIME 9:10 A.M.
Prepared by AS/RL
Anch.
BOOK _____ PAGE _____

SURVEYOR'S STATEMENT
I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO CONDUCT LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.
DATE 2-15-79 REGISTRATION NO. 1410-5

SYMBOLS
⊕ RECOVERED GLO/BLM MONUMENT
--- SURVEY BOUNDARY LINE
⊕ PRIMARY MONUMENT (SET THIS SURVEY)
○ MONUMENT SET BY OTHERS

PLAT PREPARED 11-1-78

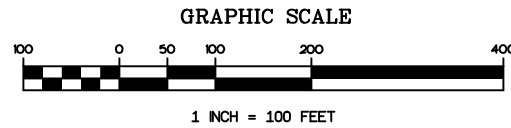
DATE OF SURVEY Beginning 9-22-78 Ending 10-15-78	NAME OF SURVEYOR R & M CONSULTANTS, INC. P.O. BOX 1706 SITKA, ALASKA 99802
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF LANDS ANCHORAGE, ALASKA	
ALASKA STATE LAND SURVEY NO. 79-4 WITHIN FRACTIONS OF PROTRACTED SECS. 15, 16, 22, 26 & 27, T. 55 S., R. 63 E., C. R. M., BOUNDARY RETRACEMENT & SUBDIVISION SURVEY OF U.S. SURVEY NO. 3806 WITHIN THE CITY & BOROUGH OF SITKA, ALASKA	
DRAWN BY M.A.J.	APPROVAL RECOMMENDED For the CHIEF CADASTRAL ENGINEER
DATE APPROVED: 4/19/79	APPROVED: <i>Al Carason</i> DIRECTOR
CHECKED BY M.A.J.	FILE NO. 2314, 081 79-1 (ASL 79-4)



VICINITY MAP NOT TO SCALE



SITE OVERVIEW:
(1"=200')



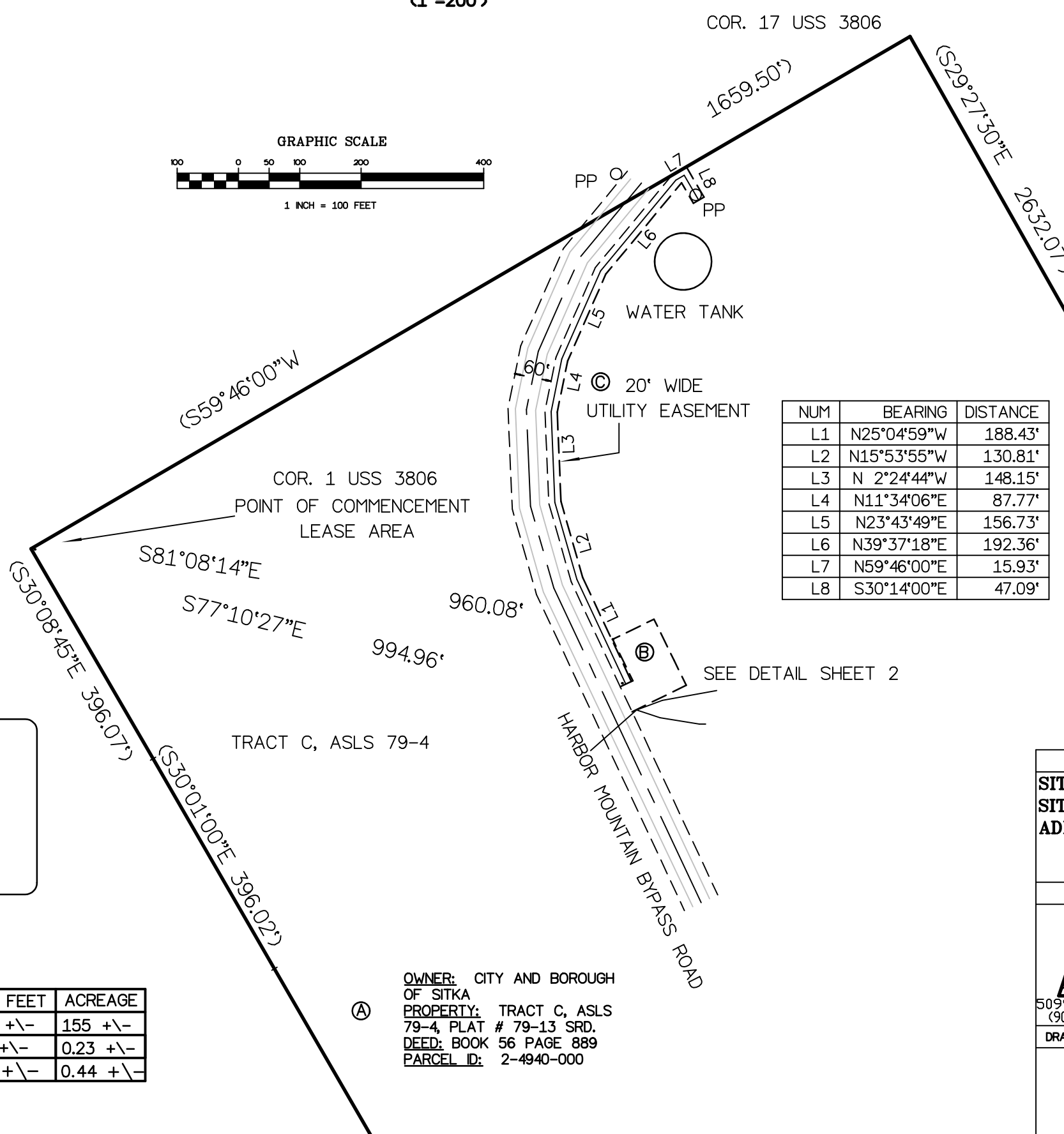
LEGEND:

MEASURED DATA	N 90°00'00" W
RECORD DATA	(N 90°00'00" W)
PROPERTY BOUNDARY LINES	—————
ADJACENT PROPERTY LINES	- - - - -
CENTERLINE	—————
FENCE AS NOTED	-x-x-x-x-
RECOVERED 5/8" REBAR	○
SET 5/8" REBAR (LS 9106)	○
RECOVERED MONUMENT	⊕
UTILITY PEDESTAL	PED □
POWER POLE	P/P ∅
SEPTIC PIPES	SP ○
RIGHT-OF-WAY	—ROW—

FAA 1-A TOWER LOCATION INFORMATION:
PROPOSED TOWER

NAD 83
LATITUDE = 57°05'53.823" N ± 20"
LONGITUDE = 135°23'22.222" W ± 20"
GROUND ELEVATION AT BASE OF TOWER = 155.0' ± 3' NAVD88

	AREA TABLE	SQUARE FEET	ACREAGE
(A)	PARENT PARCEL	6.7 MIL ±	155 ±
(B)	LEASE AREA	10,034 ±	0.23 ±
(C)	UTILITY EASEMENT	19,342 ±	0.44 ±



NUM	BEARING	DISTANCE
L1	N25°04'59"W	188.43'
L2	N15°53'55"W	130.81'
L3	N 2°24'44"W	148.15'
L4	N11°34'06"E	87.77'
L5	N23°43'49"E	156.73'
L6	N39°37'18"E	192.36'
L7	N59°46'00"E	15.93'
L8	S30°14'00"E	47.09'

OWNER: CITY AND BOROUGH OF SITKA
PROPERTY: TRACT C, ASLS 79-4, PLAT # 79-13 SRD.
DEED: BOOK 56 PAGE 889
PARCEL ID: 2-4940-000

SITE PLAN

TRACT C, ASLS 79-4, PLAT NO. 79-13 SRD.
IN SECTION 15, TOWNSHIP 55 SOUTH,
RANGE 63 EAST, ALASKA

SURVEYOR'S NOTES

1. BASIS OF BEARING IS PER RECORD PLAT OF ASLS 79-4, PLAT NO. 79-13 SITKA RECORDING DISTRICT.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
4. SURVEY COMPLETED IN NOVEMBER 2020 AND NOVEMBER 2021.
5. THIS SURVEY DOES NOT REPRESENT A SURVEY OF THE PARENT PARCEL. REAL PROPERTY SHOWN HEREON ARE APPLICABLE TO THE TELECOMMUNICATIONS SITE, THERE MAY BE OTHER IMPROVEMENTS NOT SHOWN.
6. THE ACCESS AND UTILITY EASEMENT EXTENDS TO A PUBLIC RIGHT-OF-WAY: HARBOR MOUNTAIN BYPASS ROAD. SHOWN HEREON AT 60' WIDE PER CITY OF SITKA REQUEST.
7. AT THE TIME OF THE SURVEY, NO VISIBLE ENCROACHMENTS WERE LOCATED WITHIN THE LEASE OR EASEMENT AREAS.



FOR: VERTICAL BRIDGE DEVELOPMENT, LLC
SITE NAME: GRANITE CREEK
SITE NUMBER: US-AK-5268
ADDRESS: HARBOR MOUNTAIN BYPASS
SITKA, ALASKA 99835
CITY AND BOROUGH OF SITKA

SURVEY WORK PERFORMED BY:

5099 E. BLUE LUPINE DR #104, WASILLA AK 99654
(907) 376-8800 FAX (907) 376-9629 ACUTEKSURVEY.COM

DRAWN BY: TENDRA | CHECKED BY: TERRY | JOB #: 20-08.18

SHEET 1 OF 3



SITE DETAIL:
(1"=50')

SITE PLAN

TRACT C, ASLS 79-4, PLAT NO. 79-13 SRD.
N SECTION 15, TOWNSHIP 55 SOUTH,
RANGE 63 EAST, ALASKA

SURVEYOR'S NOTES

1. BASIS OF BEARING IS PER RECORD PLAT OF ASLS 79-4, PLAT NO. 79-13 SITKA RECORDING DISTRICT.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.
4. SURVEY COMPLETED IN NOVEMBER 2020 AND NOVEMBER 2021.
5. THIS SURVEY DOES NOT REPRESENT A SURVEY OF THE PARENT PARCEL. REAL PROPERTY SHOWN HEREON ARE APPLICABLE TO THE TELECOMMUNICATIONS SITE, THERE MAY BE OTHER IMPROVEMENTS NOT SHOWN.

ZONING: PER CITY AND BOROUGH OF SITKA, PROPERTY IS ZONED AS R1.

FLOOD NOTE: THIS PARCEL LIES WITHIN FLOOD ZONE X, PER FEMA MAP NUMBER 02220C0382D, WITH AN EFFECTIVE DATE OF 08/01/2019.

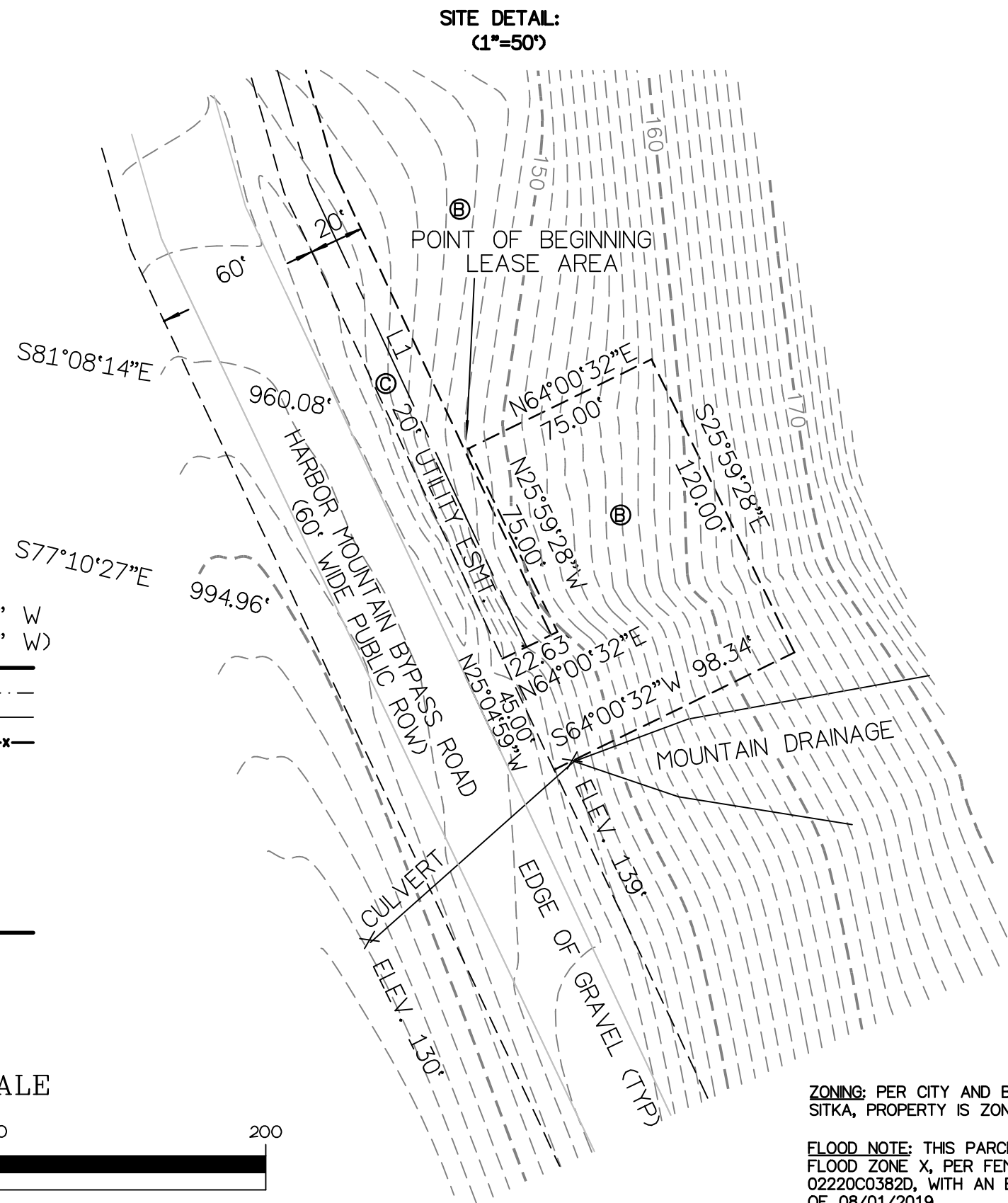
LEGEND:

MEASURED DATA	N 90°00'00" W
RECORD DATA	(N 90°00'00" W)
PROPERTY BOUNDARY LINES	—————
ADJACENT PROPERTY LINES	- - - - -
CENTERLINE	—————
FENCE AS NOTED	-x-x-x-x-
RECOVERED 5/8" REBAR	○
SET 5/8" REBAR (LS 9106)	○
RECOVERED MONUMENT	⊕
UTILITY PEDESTAL	PED □
POWER POLE	P/P ∅
SEPTIC PIPES	SP ○
RIGHT-OF-WAY	—————

GRAPHIC SCALE



1 INCH = 50 FEET



ZONING: PER CITY AND BOROUGH OF SITKA, PROPERTY IS ZONED AS R1.

FLOOD NOTE: THIS PARCEL LIES WITHIN FLOOD ZONE X, PER FEMA MAP NUMBER 02220C0382D, WITH AN EFFECTIVE DATE OF 08/01/2019.

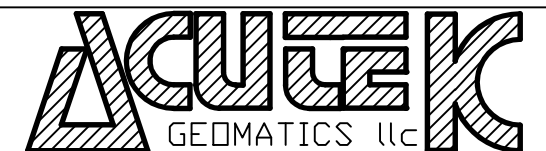
	AREA TABLE	SQUARE FEET	ACREAGE
(A)	PARENT PARCEL	6.7 MIL +/-	155 +/-
(B)	LEASE AREA	10,034 +/-	0.23 +/-
(C)	UTILITY EASEMENT	19,342 +/-	0.44 +/-

verticalbridge

FOR: VERTICAL BRIDGE DEVELOPMENT, LLC

SITE NAME: GRANITE CREEK
SITE NUMBER: US-AK-5268
ADDRESS: HARBOR MOUNTAIN BYPASS
SITKA, ALASKA 99835
CITY AND BOROUGH OF SITKA

SURVEY WORK PERFORMED BY:



5099 E. BLUE LUPINE DR #104, WASILLA AK 99654
(907) 376-8800 FAX (907) 376-9629 ACUTEKSURVEY.COM

DRAWN BY: TENDRA | CHECKED BY: TERRY | JOB #: 20-08.18



SHEET 2 OF 3

COMMITMENT FOR TITLE INSURANCE

TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE GROUP, FILE NUMBER 31867440, WITH AN EFFECTIVE DATE OF DECEMBER 14, 2021. SCHEDULE B - SECTION II, SPECIAL EXCEPTIONS ARE LISTED BELOW:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
2. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
3. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE SAID LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
4. EASEMENTS, LIENS, OR ENCUMBRANCES, OR CLAIMS THEREOF THAT ARE NOT SHOWN BY THE PUBLIC RECORDS. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
5. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
6. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, WATER RIGHTS, CLAIMS OR TITLE TO WATER. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
7. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIALS OR MEDICAL ASSISTANCE HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
8. RIGHTS OF THE STATE OR FEDERAL GOVERNMENT AND/OR THE PUBLIC IN AND TO ANY PORTION OF THE LAND FOR RIGHT OF WAY AS ESTABLISHED BY FEDERAL STATUTE "RS 2477" (WHETHER OR NOT SUCH RIGHTS ARE SHOWN BY RECORDINGS OF MAPS IN THE PUBLIC RECORDS BY THE STATE OF ALASKA SHOWING IN THE GENERAL LOCATION OF THESE RIGHTS OF WAY.) (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
9. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
10. TAXES AND/OR ASSESSMENTS, IF ANY, DUE THE CITY AND BOROUGH OF SITKA, A REPORT OF WHICH WILL FOLLOW. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
11. RESERVATIONS AND EXCEPTIONS AS CONTAINED IN THE U.S. PATENT AND ACTS RELATING THERETO. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
12. RESERVATIONS AND EXCEPTIONS AS CONTAINED IN THE STATE OF ALASKA PATENT AND ACTS RELATING THERETO. (STANDARD TITLE NOTE, NOT PLOTTABLE. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
13. EASEMENTS AND NOTES AS SHOWN ON PLAT NO. 79-13. (NO NOTES OR EASEMENTS PLOTTABLE OR RELATED. DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA)
- 14.-17. STANDARD TITLE NOTES. . DOES NOT NEGATIVELY AFFECT THE LEASE OR EASEMENT AREA

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; AND (II) TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND FIDELITY NATIONAL TITLE INSURANCE COMPANY

SITE PLAN

TRACT C, ASLS 79-4, PLAT NO. 79-13 SRD.
IN SECTION 15, TOWNSHIP 55 SOUTH,
RANGE 63 EAST, ALASKA

LEGAL DESCRIPTION: (PARENT PARCEL) AS PROVIDED

TRACT C, ALASKA STATE LAND SURVEY NO. 79-4, ACCORDING TO PLAT NO. 79-13, SITKA RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.

METES AND BOUNDS DESCRIPTION: (LEASE AREA) AS SURVEYED

A TEN THOUSAND THIRTY-FOUR (10,034) SQUARE FOOT LEASE AREA, ENTIRELY WITHIN TRACT C, ALASKA STATE LAND SURVEY NO. 79-4, ACCORDING TO PLAT NO. 79-13, SITKA RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT C, ALASKA STATE LAND SURVEY NO. 79-4, ACCORDING TO PLAT NO. 79-13, SITKA RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA, DESCRIBED AS CORNER 1 USS 3806, THENCE S 81°08'14" E A DISTANCE OF 960.08 FEET TO A POINT, THE TRUE POINT OF BEGINNING;

THENCE N 64°00'32" E A DISTANCE OF 75.00 FEET TO A POINT,
THENCE S 25°59'28" E A DISTANCE OF 120.00 FEET TO A POINT,
THENCE S 64°00'32" W A DISTANCE OF 98.34 FEET TO A POINT ON HARBOR MOUNTAIN BYPASS ROAD,
THENCE N 25°04'59" W ALONG HARBOR MOUNTAIN BYPASS ROAD, A DISTANCE OF 45.00 FEET TO A POINT,
THENCE N 64°00'32" E A DISTANCE OF 22.63 FEET TO A POINT,
THENCE N 25°59'28" W A DISTANCE OF 75.00 FEET TO A POINT, THE TRUE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

METES AND BOUNDS DESCRIPTION: (UTILITY EASEMENT) AS SURVEYED

A NINETEEN THOUSAND THREE HUNDRED FORTY-TWO (19,342) SQUARE FOOT UTILITY EASMENT, TWENTY (20) FEET WIDE, TEN (10) FEET EACH SIDE OF THE CENTERLINE, ENTIRELY WITHIN TRACT C, ALASKA STATE LAND SURVEY NO. 79-4, ACCORDING TO PLAT NO. 79-13, SITKA RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA, THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT C, ALASKA STATE LAND SURVEY NO. 79-4, ACCORDING TO PLAT NO. 79-13, SITKA RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA, DESCRIBED AS CORNER 1 USS 3806, THENCE S 77°10'27" E A DISTANCE OF 994.96 FEET TO A POINT, THE TRUE POINT OF BEGINNING;

THENCE N 25°04'59" W A DISTANCE OF 188.43 FEET TO A POINT,
THENCE N 15°53'55" W A DISTANCE OF 130.81 FEET TO A POINT,
THENCE N 02°24'44" W A DISTANCE OF 148.15 FEET TO A POINT,
THENCE N 11°34'06" E A DISTANCE OF 87.77 FEET TO A POINT,
THENCE N 23°43'49" E A DISTANCE OF 156.73 FEET TO A POINT,
THENCE N 39°37'18" E A DISTANCE OF 192.36 FEET TO A POINT,
THENCE N 59°46'00" E A DISTANCE OF 15.93 FEET TO A POINT,
THENCE S 30°14'010 E A DISTANCE OF 47.09 FEET TO A POINT, THE POINT OF TERMINUS.

ACUTEK GEOMATICS, LLC
Terry L. Nicodemus
TERRY L. NICODEMUS, PLS
LAND SURVEYOR, ALASKA #9106-S
Date: 1/25/2022



FOR: VERTICAL BRIDGE DEVELOPMENT, LLC
SITE NAME: GRANITE CREEK
SITE NUMBER: US-AK-5268
ADDRESS: HARBOR MOUNTAIN BYPASS SITKA, ALASKA 99835 CITY AND BOROUGH OF SITKA
SURVEY WORK PERFORMED BY:
ACUTEK GEOMATICS LLC
5099 E. BLUE LUPINE DR #104, WASILLA AK 99654 (907) 376-8800 FAX (907) 376-9629 ACUTEKSURVEY.COM
DRAWN BY: TENDRA CHECKED BY: TERRY JOB #: 20-08.18



REQUEST FOR PROPOSALS (RFP)

HARBOR MOUNTAIN BYPASS CELL TOWER PARCEL LEASE



**Advertise Request for Proposal
Submittals Due**

**October 2, 2020 to November 2, 2020
November 2, 2020**

Released October 2, 2020

**REQUEST FOR PROPOSALS
ISSUED BY
THE CITY AND BOROUGH OF SITKA, ALASKA
FOR
LEASE OF MUNICIPAL LAND FOR CELL TOWER DEVELOPMENT – A PORTION
OF TRACT C ASLS 79-4, HARBOR MOUNTAIN BYPASS ROAD
OCTOBER 2020**

A. Overview

The City and Borough of Sitka (CBS) intends to lease a 2,500 – 10,000 square foot tract of land within the northeast portion of Tract C, ASLS 79-4 for the purposes of cellular tower development, construction, and operation. The lease parcel is not yet surveyed, as the intent was to retain flexibility for the selected developer to identify a suitable location for a tower within the area of interest. An aerial vicinity map is provided to indicate the area of interest for lease.

B. Property Characteristics

The area of interest for the lease is located on Harbor Mountain Bypass Road, which is a right-of-way maintained by CBS. It is also proximate to a municipal water tower. Electric service is available in the vicinity; the selected developer will need to extend electric service into the lease parcel.

There are mapped wetlands in the area; the selected developer will need to contact the Alaska Army Corps of Engineers to definitively determine wetlands delineation in the area, and for information regarding development in the wetlands. A map of known wetlands is available in the Appendices and provided as informational only. CBS makes no representations, determinations, or waivers of wetlands in the area and/or regulatory requirements for development of wetlands in this area.

The property is zoned as R-1 single-family and duplex residential. Cellular antennas and towers are allowed. Proposers are encouraged to review the zoning code which can be accessed at: <https://www.codepublishing.com/AK/Sitka/>

C. Existing Utilities and Construction Information

Single-phase electric service is available in the area; approximately 1,000 feet of underground feed would need to be run to the site and a pad mount transformer installed. If larger electrical needs or three phase power is requested by the selected proposer, CBS can work with the selected proposer to meet the needs for the project. Responses to the RFP should include power needs/demand.

The proposed location and dimensions of utilities shall be shown in the proposed development plan so they can be evaluated along with the rest of the proposal elements.

Development of this land may increase stormwater runoff onto properties downstream. The selected proposer for this property will be required to adhere to CBS Stormwater Design Standards and complete a comprehensive hydrology study completed by a State of Alaska licensed Civil Engineer and accepted by the CBS Department of Public Works.

The maximum building height in the R-1 zone is 35 vertical feet - CBS recognizes this is below the usual/industry standard for cell tower construction. Upon receiving and selecting a proposal, CBS will apply for a variance through the Sitka Planning Commission to secure rights to build a tower taller than 35 feet based on the total maximum height as described in the Site Plan (see section E) of the selected proposal. This variance will be sought prior to execution of the lease.

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

D. Surveying

This lease area is not yet surveyed – flexibility is offered for the selected proposer to define the lease boundaries within the designated vicinity. The area to be leased shall be no smaller than 2,500 square feet and no larger than 10,000 square feet. The selected proposer shall commission a survey of the lease area (with a surveyor licensed in the State of Alaska), which will be agreed upon between the selected proposer and CBS prior to execution of the lease documentation. The survey will be completed at the sole expense of the selected proposer.

E. Requirements for Proposals

It is the goal of the CBS for private developers to lease this property and develop it with a cellular tower.

Developers submitting Proposals must include the following requested information arranged in this order:

1. Narrative statement of qualifications of your firm or enterprise and key consultants/contractors to be engaged, if applicable.
2. Qualifications of project manager, engineer(s) of record and surveyor.

3. List of projects previously completed of a similar nature including a construction cost and start/completion dates for each project.
4. Submit an organizational chart showing a designated project manager and staff, including consultants/contractors, if known.
5. Statement of proposer's experience working in Southeast Alaska or a similar environment.
6. Site Plan: Detailed proposed lease lot and structure layout with approximate dimensions of parcel, buildings/structures/improvements, site security, and landscaping, fences, or any other features that would provide buffer or visual screening of the tower.
7. Details on proposed roads, utilities, and drainage improvements to be constructed. Include expected electric power demand.
8. Concept narrative of your development plan for the project including estimated time of completion, site security, and improvements to services for cell users.
9. Sources of funding for the project and a tentative development timetable.
10. Proposed lease price: Proposed lease price should be expressed as US dollars per year.
11. Responses are limited to no more than 15 pages.

Responses to this RFP will be evaluated and ranked based on the following criteria (100 points total):

1. Development/Site Plan (0 to 20 points)
Does the proposal address site security? Does the proposal include provisions for buffering/visual screening? Is proposer (and team) qualified to perform the work?
2. Co-Location Opportunities (0 to 20 points)
How many spaces to accommodate co-location for future wireless carriers will be designed?
3. Timeliness of Development (0 to 10)
How soon will the tower be constructed and service available once the lease is executed?
4. Lease Price (0 to 50 points)
Points for lease price shall be awarded based upon the following formula:
(Your Lease Price/Highest Lease Price) X 50 points

F. Submissions and Inquiries

Submit five (5) copies of your Proposal(s) to:

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

The exterior of packaging, containing the proposals, shall be clearly marked **Harbor Mountain Bypass Cell Tower Parcel Lease**.

Proposals will be received until **4:00 p.m. local time Monday, November 2, 2020**.

As a part of the review of proposals, CBS may, at its discretion, require the submittal of additional detailed information.

The City and Borough of Sitka has not, as of the date of the preparation of this RFP, established a review timetable.

Prior to the submittal, inquiries may be directed to Amy Ainslie, Planning Director, City and Borough of Sitka at planning@cityofsitka.org. While phone inquiries can be made to (907) 747-1815, emails are requested to allow for tracking of potential questions.

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

CBS reserves the right to accept or reject any and/or all proposals, to waive irregularities or informalities in the proposals, and to negotiate a contract with the proposer that best meets the selection criteria.

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

Outline of Appendices

- A. Aerial vicinity map – area of interest
- B. Topography map
- C. Known wetlands mapping
- D. Survey Document: Tract C, ASLS 79-4

Request for Proposal (RFP)
by
City and Borough of Sitka, Alaska
for
Harbor Mountain Bypass Cell Tower Parcel Lease

Supplemental Documents

1. Aerial vicinity map	Page 2-3
2. Topography map.....	Page 4
3. Known wetlands mapping.....	Page 5
4. Survey document: Tract C, ASLS 79-4.....	Page 6

Useful Links and Resources

City and Borough of Sitka Web GIS
<http://www.mainstreetmaps.com/ak/sitka/public.asp>

Sitka General Code
<https://www.codepublishing.com/AK/Sitka/>

City and Borough of Sitka Bids and RFPs
<https://www.cityofsitka.com/government/departments/publicworks/BidRFP.html>

Any questions regarding this project should be directed to Amy Ainslie, Planning Director, at planning@cityofsitka.org, (907) 747-1815.



Municipal Water Tower

Vicinity of Lease Area

An aerial photograph of a paved road, "Harbor Mountain Bypass", winding through a dense green forest. The road is highlighted with yellow lines on both sides. In the upper right portion of the image, there is a circular concrete structure, possibly a manhole or a small pond, with a light-colored top. The road curves from the bottom left towards the top right.

Harbor Mountain Bypass



Municipal Water Tower

Vicinity of Lease Area



June 15, 2020

Wetlands

- | | | |
|--|---|--|
|  Estuarine and Marine Deepwater |  Freshwater Emergent Wetland |  Lake |
|  Estuarine and Marine Wetland |  Freshwater Forested/Shrub Wetland |  Other |
| |  Freshwater Pond |  Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

LEGAL DESCRIPTION - BOUNDARY SURVEY OF TRACTS A, B, C & D, U.S. SURVEY NO. 3806

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE WITHIN A FRACTION OF U.S. SURVEY NO. 3806 (FRACTIONS OF PROTRACTED SECS. 15, 16, 22, 26 AND 27, T.55S., R.63E., C.R.M.), CITY AND BOROUGH OF SITKA, FIRST JUDICIAL DISTRICT, STATE OF ALASKA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

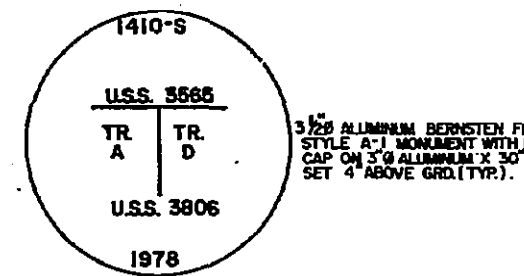
BEGINNING AT THE ORIGINAL GLO/BLM MONUMENT CORNER NO. 1, U.S. SURVEY NO. 3806, SAID MONUMENT HAVING AN APPROXIMATE GEOGRAPHIC POSITION OF LATITUDE = 57°06'N; LONGITUDE = 135°23'12"W; THENCE ALONG LINE 1-2, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY BETWEEN TRACT C, U.S. SURVEY NO. 3806; LOTS 22 AND 23, U.S. SURVEY NO. 2419; LOT 2, U.S. SURVEY NO. 3806 AND LOTS 24 THROUGH 31, U.S. SURVEY NO. 2420, ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; S 30°08'14.5" E - 396.07'; S 30°01'00" E - 396.02'; S 30°05'15" E - 395.34'; S 30°04'00" E - 396.12'; S 30°03'45" E - 395.69'; S 30°01'45" E - 395.21'; S 30°05'15" E - 395.40'; S 30°09'30" E - 165.27'; S 29°59'15" E - 395.95'; S 30°02'00" E - 395.95' TO CORNER NO. 2, U.S. SURVEY NO. 3806; THENCE ALONG LINE 2-3, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY BETWEEN TRACT B, U.S. SURVEY NO. 3806 AND A DEDICATED RIGHT-OF-WAY WITHIN U.S. SURVEY NO. 2419, N 76°39'09" E - 376.05' TO THE ORIGINAL GLO/BLM MONUMENT CORNER NO. 3, U.S. SURVEY NO. 3806; THENCE ALONG LINE 3-4 AND 4-5, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT A, U.S. SURVEY NO. 3806 AND LOTS 17 THROUGH 21, U.S. SURVEY NO. 2419 ALONG SURVEY LINES PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; S 30°01'15" E - 395.55'; S 29°58'50" E - 792.16'; S 30°02'30" E - 395.95'; S 30°01'15" E - 395.57'; S 59°59'15" W - 329.40' TO ORIGINAL GLO/BLM MONUMENT CORNER NO. 5, U.S. SURVEY NO. 3806; THENCE ALONG LINES 5-6 AND 6-7, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT A, U.S. SURVEY NO. 3806 AND LOTS C THROUGH K, U.S. SURVEY NO. 2749 ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; S 30°01'45" E - 263.97'; S 30°01'45" E - 264.08'; S 30°02'30" E - 164.98'; S 30°01'45" E - 161.71'; S 30°01'15" E - 168.32'; S 29°59'15" E - 164.98'; S 10°27'15" E - 264.06'; S 10°27'15" E - 165.04'; S 10°27'15" E - 265.18' TO ORIGINAL GLO/BLM MONUMENT CORNER NO. 7, U.S. SURVEY NO. 3806; THENCE ALONG LINES 7-8 AND 8-9, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT A, U.S. SURVEY NO. 3806 AND LOTS 10 THROUGH 14, U.S. SURVEY NO. 2418 ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ALONG THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; N 59°59'00" E -

320.24'; S 30°03'30" E - 395.57'; S 30°01'45" E - 396.11'; S 30°01'30" E - 396.16'; S 30°01'30" E - 395.93'; S 30°02'00" E - 396.01' TO ORIGINAL GLO/BLM MONUMENT CORNER NO. 9, U.S. SURVEY NO. 3806; THENCE ALONG LINES 9-10 AND A FRACTION OF LINE 10-11, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY LINE BETWEEN TRACT D, U.S. SURVEY NO. 3806 AND LOT 1, U.S. SURVEY NO. 3746 AND LOT 6-A, U.S. SURVEY NO. 2774, THE FOLLOWING COURSES; S 28°11'45" E - 471.24'; S 30°00'45" E - 488.12' TO MONUMENT CORNER NO. 7, LOT 1, BLOCK 4, CASCADE CREEK SUBDIVISION, SAID CORNER BEING ON THE AFOREMENTIONED COMMON BOUNDARY LINE BETWEEN TRACT D, U.S. SURVEY NO. 3806 AND LOT 6-A, U.S. SURVEY NO. 2774 AND BEING ON THE NORTHWESTERLY MOST CORNER OF CASCADE CREEK SUBDIVISION; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF CASCADE CREEK SUBDIVISION BEING COMMON TO THE SOUTHERLY BOUNDARY LINE OF TRACT D, U.S. SURVEY NO. 3806, THE FOLLOWING COURSES; N 59°32'00" E - 67.34'; N 59°48'45" E - 336.53'; N 46°47'30" E - 448.34' TO A POINT ON CURVATURE; THENCE ALONG A 12°09'30" CURVE TO THE RIGHT (RADIUS = 471.14') THROUGH AN ARC OF 22°29'42", AN ARC LENGTH OF 184.98' (CHORD = N 31°20'30" E - 183.79') TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT-OF-WAY LIMITS OF CASCADE CREEK ROAD; THENCE CONTINUING ALONG THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LIMITS OF CASCADE CREEK ROAD, N 42°35'15" E - 243.69' TO A POINT OF CURVATURE; THENCE ALONG A 13°56'38" CURVE TO THE LEFT (RADIUS = 410.90') THROUGH AN ARC OF 22°42'54", AN ARC LENGTH OF 162.99' (CHORD = N 31°12'45" E - 161.84') TO A POINT OF TANGENCY; THENCE CONTINUING N 19°52'15" E - 139.84' TO A POINT ON THE COMMON BOUNDARY LINE BETWEEN U.S. SURVEY NO. 3806 AND THE NATIONAL FOREST BOUNDARY, SAID POINT BEING ON LINE 16-17, U.S. SURVEY NO. 3806 AND LINE AP NO. 1-AP NO. 2, U.S. SURVEY NO. 3565; THENCE ALONG AFOREMENTIONED COMMON BOUNDARY LINE ALONG LINE 16-17, U.S. SURVEY NO. 3806 ALONG A SURVEY LINE PASSING THROUGH COMMON MONUMENTS ON THE AFOREMENTIONED COMMON BOUNDARY LINE, THE FOLLOWING COURSES; N 29°59'00" W - 35.59' TO WITNESS POSITION MONUMENT NO. 2, U.S. SURVEY NO. 3565; THENCE N 29°40'15" W - 1932.05' TO WITNESS POSITION MONUMENT NO. 3, U.S. SURVEY NO. 3565; THENCE N 29°42'15" W - 2412.97' TO WITNESS POSITION MONUMENT NO. 4, U.S. SURVEY NO. 3565; THENCE N 29°30'30" W - 1041.98' TO WITNESS POSITION MONUMENT NO. 5, U.S. SURVEY NO. 3565; THENCE N 29°38'15" W - 2530.15' TO WITNESS POSITION MONUMENT NO. 6, U.S. SURVEY NO. 3565; THENCE N 29°27'30" W - 2632.07' TO ANGLE POINT MONUMENT NO. 2, U.S. SURVEY NO. 3565 BEING COMMON TO CORNER NO. 17, U.S. SURVEY NO. 3806; THENCE ALONG LINE 17-18, U.S. SURVEY NO. 3806 BEING COMMON TO LINE 3-4, U.S. SURVEY NO. 3670, S 59°46'00" W - 1659.50' TO CORNER NO. 1, U.S. SURVEY NO. 3806 BEING THE TRUE POINT AND PLACE OF BEGINNING.

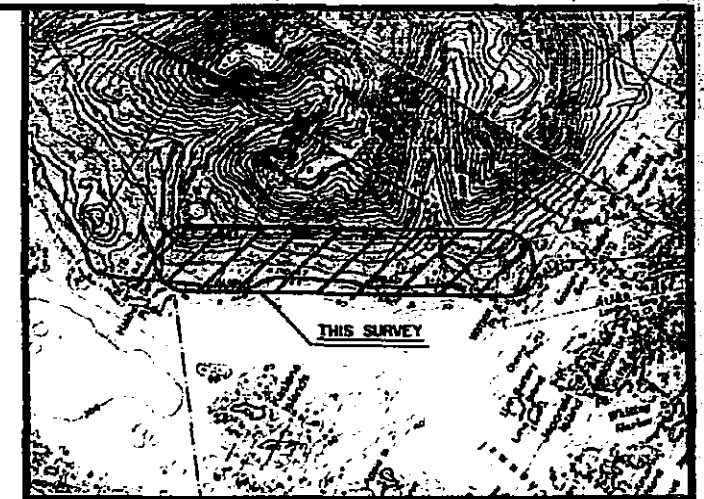
CONTAINING 380.17 ACRES (153.85 HECTARES)

GENERAL NOTES

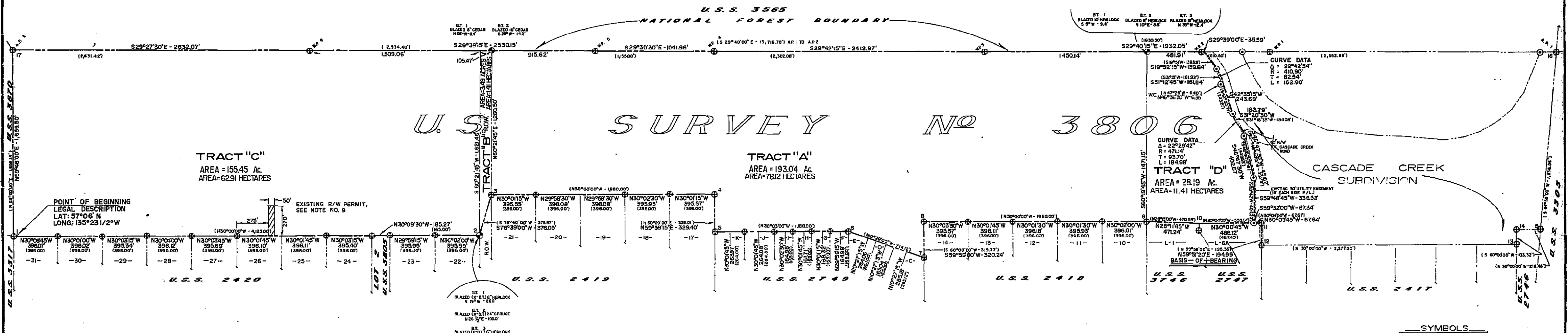
- AUTHORIZATION TO CONDUCT THE BOUNDARY RETRACEMENT SURVEY OF U.S. SURVEY NO. 3806 AND SUBSEQUENT SUBDIVISION OF SAID LAND INTO TRACTS A, B, C AND D, U.S. SURVEY NO. 3806 WAS BY LETTER DATED SEPTEMBER 18, 1978 FROM MR. GENE REHFELD, CITY ENGINEER, CITY AND BOROUGH OF SITKA, ALASKA.
- SPECIAL INSTRUCTIONS FOR THIS SURVEY WERE BY CONTRACTUAL DOCUMENTS DATED AUGUST 24, 1978 AS WRITTEN BY MR. JERRY D. SIMPSON, L.S., DIRECTOR OF PUBLIC WORKS, CITY AND BOROUGH OF SITKA, ALASKA.
- THE BASIS-OF-BEARING UTILIZED FOR THE RETRACEMENT SURVEY OF ALL WORK DENOTED BY THIS PLAT WAS THE ORIGINAL RECOVERED G.L.O. MONUMENTS LOCATED ON CORNERS 5 AND 6, LOT 1, BLOCK 4, CASCADE CREEK SUBDIVISION, A FRACTION OF U.S. SURVEY NO. 3806. THE ACCEPTED BEARING OF RECORD OF SAID MONUMENTS WAS N 59°51'20" E.
- FIELD EQUIPMENT UTILIZED TO CONDUCT THIS SURVEY INCLUDED, BUT WAS NOT LIMITED TO, THE FOLLOWING; WILD T2E THEODOLITE, WILD T1 THEODOLITE, HELMETT-PACKARD MODEL 3805 ELECTRONIC DISTANCE MEASURING DEVICE, 200' MAGNIBIT TAPE CERTIFIED TO A STANDARD LOYAR TAPE, NUMEROUS HAND TOOLS, ETC.
- THE WORK WAS CONDUCTED FOLLOWING SURVEY SPECIFICATIONS AS PUBLISHED WITHIN THE DEPARTMENT OF COMMERCE, NATIONAL OCEAN SURVEY PUBLICATION, "CLASSIFICATION, STANDARDS OF ACCURACY, AND GENERAL SPECIFICATIONS OF GEODETIC CONTROL SURVEYS", THIRD ORDER, CLASS II TRAVERSE SURVEYS.
- WHERE RECORD GLO/BLM SURVEY COURSES (BEARING AND DISTANCE) DIFFER FROM FIELD SURVEY COURSES AS RECOVERED BY THIS RETRACEMENT AND SUBDIVISION SURVEY, THE RECORD SURVEY COURSE IS SHOWN IN PARENTHESES, THUSLY, (N 30°00'00" W - 396.00') WHILE THE FIELD MEASURED COURSE BY THIS RETRACEMENT SURVEY IS SHOWN WITHOUT PARENTHESES, THUSLY, N 30°03'45" W - 395.69'.
- 1 U.S. ACRE = 0.4047 HECTARE.
- 1 METER = 3.280833 U.S. SURVEY FEET.
- A RIGHT-OF-WAY PERMIT EXISTS WITHIN TRACT C, U.S. SURVEY NO. 3806, AS SHOWN. SAID RIGHT-OF-WAY PERMIT WAS ISSUED BY THE STATE OF ALASKA IN 1964 TO MR. BARTON SOLLARS, BOX 771, SITKA, ALASKA. THE RIGHT-OF-WAY PERMIT IS TO CONSTRUCT AND MAINTAIN A DOMESTIC WATER SUPPLY.
- ALL G.L.O. AND/OR B.L.M. CORNER MONUMENTS RECOVERED BY THIS SURVEY WERE SET AND MARKED AS CALLED OUT WITHIN ORIGINAL GLO/BLM FIELD NOTES OF RECORD.
- THE ORIGIN OF THE APPROXIMATE GEOGRAPHIC POSITION OF CORNER NO. 1, U.S. SURVEY NO. 3806 WAS THE B.L.M. PLAT OF RECORD FOR SAID SURVEY, DATED DECEMBER 23, 1960.



TYPICAL MONUMENT ESTABLISHED THIS SURVEY



VICINITY MAP
SOURCE: U.S.G.S. QUADRANGLE SITKA (A-4 & A-5), ALASKA
SCALE: 1"=65,360
DATE: A-4: 1951
DATE: A-5: 1951



OWNERSHIP CERTIFICATION
I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE DIRECTOR, ALASKA DIVISION OF LANDS AND THAT THE STATE OF ALASKA IS THE OWNER OF U.S. SURVEY NO. 3806, AS SHOWN HEREON. I HEREBY APPROVE THIS SURVEY AND SUBDIVISION PLAT FOR THE STATE OF ALASKA.
DATE 4/19/79
Al Carason
DIRECTOR, ALASKA DIVISION OF LANDS

NOTARY'S ACKNOWLEDGEMENT
SUBSCRIBED AND SWORN TO BEFORE ME THIS 19 DAY OF April, 1979.
Sharon C. Juelich
NOTARY FOR ALASKA

CERTIFICATION OF APPROVAL BY THE STATE
I HEREBY CERTIFY THAT THE PLAT OF SURVEY SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SURVEY REQUIREMENTS OF THE STATE OF ALASKA AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE RECORDER.
4/19 1979
Al Carason
DIRECTOR, DIVISION OF LANDS, DEPARTMENT OF NATURAL RESOURCES

CERTIFICATE DEDICATION OF RIGHT OF WAY
I HEREBY DEDICATE TRACT B AS A RIGHT-OF-WAY THAT IS PUBLIC ACCESS AND/OR PUBLIC UTILITIES AS SHOWN AND DESCRIBED HEREON.
4/19/79
Al Carason
DIRECTOR, ALASKA DIVISION OF LANDS

SELECTION INFORMATION
Mental Health - 94
Tentative Approval dated 4/30/62
Patent No. 1226844 dated 5/11/62

ALASKA STATE LAND SURVEY No. 79-4
BOUNDARY RETRACEMENT AND SUBDIVISION SURVEY OF U.S. SURVEY No. 3806
WITHIN THE CITY & BOROUGH OF SITKA, ALASKA

CERTIFICATION OF APPROVAL BY THE BOARD
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH PLATTING BOARD, AND THAT SAID PLAT HAS BEEN APPROVED BY THE BOARD BY RESOLUTION NO. _____ DATED _____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, SITKA, ALASKA.
DATE 2-27-79
Robert Houch
CHAIRMAN, PLATTING BOARD

COPY
RECORDED - FILED
Sitka REC. DIST.
DATE 4-26-79
TIME 9:10 A.M.
PREPARED BY AS/RL
ADDRESS
BOOK PAGE

CERTIFICATION OF APPROVAL BY THE ASSEMBLY
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY AND BOROUGH OF SITKA, AND THAT SAID PLAT HAS BEEN APPROVED BY THE ASSEMBLY AS RECORDED IN MINUTE BOOK _____ PAGE _____ DATED _____ AND THAT THE PLAT SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT COURT, EX OFFICIO RECORDER, SITKA, ALASKA.
DATE 2/27/79
Robert Houch
CHAIRMAN, PLATTING BOARD

- SYMBOLS**
- Recovered GLO/BLM Monument
 - Survey Boundary Line
 - Primary Monument (Set This Survey)
 - Monument Set by Other

SURVEYOR'S STATEMENT
I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO CONDUCT LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.
DATE 2-15-79 REGISTRATION NO. 1410-5

PLAT PREPARED 11-1-78

DATE OF SURVEY Beginning 9-22-78 Ending 10-15-78	NAME OF SURVEYOR R & M CONSULTANTS, INC. P.O. BOX 1706 SITKA, ALASKA 99802
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF LANDS ANCHORAGE, ALASKA	
ALASKA STATE LAND SURVEY NO. 79-4 WITHIN FRACTIONS OF PROTRACTED SECS. 15, 16, 22, 26 & 27, T.55S., R.63E., C.R.M., CITY AND BOROUGH OF SITKA, ALASKA. BOUNDARY RETRACEMENT & SUBDIVISION SURVEY OF U.S. SURVEY NO. 3806	
DRAWN BY M.A.J.	APPROVAL RECOMMENDED For the Chief Cadastral Engineer
DATE APPROVED 4/19/79	APPROVED: <i>Al Carason</i> Director
CHECKED BY M.A.J.	FILE NO. 2314, 081 79-1 (ASL 79-4)

**Response to the City and Borough of Sitka, Alaska
Harbor Mountain Bypass Cell Tower Parcel Lease RFP**

Submitted by:

Vertical Bridge Development, LLC
("Vertical Bridge")
750 Park of Commerce Dr, Suite 200
Boca Raton, FL 33487
www.verticalbridge.com website
Contact: Steve Hedges, Project Manager
SHedges@verticalbridge.com email
773.988.1715 mobile

And its agent:

New Horizons Telecom, Inc.
901 Cope Industrial Way
Palmer, AK 99645
Contact: Sherrie Greenshields, Program Manager
SGreenshields@nhtiusa.com email
907.761.6057 mobile

1.0 Statement of Qualifications

Vertical Bridge – Tower Developer & Owner and Program Management

Vertical Bridge is the largest private owner and manager of communication infrastructure in the country, with more than 288,000 owned and managed sites nationwide. Vertical Bridge offers wireless and broadband carriers, and other wireless telecom companies, locations and infrastructure needed to improve wireless services for their customers.

Vertical Bridge offers wireless, broadcast, WISPs and IoT providers a variety of solutions to fit their network needs. Vertical Bridge's infrastructure is located in all 50 states; in urban, suburban, traffic corridor and rural locations and often in areas where there are no other suitable structures to improve wireless coverage.

Vertical Bridge plans to design this tower and ground compound to accommodate the anchor carrier Verizon, plus three (3) additional future co-locators.

New Horizons Telecom, Inc. - Site Acquisition and Engineering Consultant

New Horizons Telecom, Inc. specializes in the delivery of turnkey telecommunications infrastructure solutions for clients within all major commercial sectors and industries. Established in 1978, New Horizons is an engineering and construction firm created to meet the challenge of making modern telecommunications services available throughout Alaska.

New Horizons employs a diverse program management and engineering staff to ensure a high quality, timely and cost-conscious solutions for our clientele. From site inspection and leasing to design and permitting, our engineers have decades of experience to draw upon.

New Horizons has successfully delivered on thousands of projects, many within some of the harshest and most remote environments in Alaska. New Horizons turn-key approach ensures that potential gaps are bridged from the start, and project risks are identified and mitigated early.

Acutek - Surveyor

A small Alaska owned company established in 1987, which specializes in telecommunication surveys and many other types of commercial construction projects.

Acutek staff utilizes the latest computer software to provide detailed, accurate, comprehensive final products. Acutek uses the state-of-the art survey equipment that has been proven to be efficient, precise, and cost effective.

Site Build Contractor – Site Construction

Vertical Bridge has established relationships with various construction companies licensed to work in Alaska. Vertical Bridge construction projects are competitive bid. Vertical Bridge restricts bidding to a select group of construction companies, all of which have established track records for building sites on schedule and on budget.

2.0 Qualifications – Project Personnel

Vertical Bridge

Steve Hedges is the Project Manager for Vertical Bridge that, if approved, will be responsible for the Development and Construction of this proposed tower. Steve has over 20 years of experience in the development of wireless communications infrastructure and has been building towers for Vertical Bridge for over 4 years.

New Horizons Telecom, Inc.

Sherrie Greenshields (Project Manager) - Sherrie has over 23 years of experience in environmental permitting and program management. Skilled in permitting large communication network projects to include; undersea fiber optic, cable installations, and communication towers. Experience conducting public meetings, coordinating communication between multiple disciplines and establishments.

Dale Browning, PE (Civil/Structural) – Dale has 35 years of engineering design experience. The past 10 years have been in Alaska. He specializes in foundation designs for communication towers in remote areas of Alaska and often in difficult soil conditions. His experience also includes site design, analysis of steel, concrete, wood, and masonry buildings and structures.

Patrick Goodyear, PE (Electrical) – Patrick has 36 years of engineering design in electrical power system, microwave communication system, satellite communication system, and mobile wireless system designs. Projects have involved application of the NEC, remote power, prime power and standby generators, electrical system upgrades, DC plant work, grounding/bonding, 5G deployment, fiber communications, utility coordination, and renewable energy.

Acutek

Terry Nicodemus, PLS - Mr. Nicodemus has over 57 years in the surveying profession. Through the years, Mr. Nicodemus worked for numerous survey firms in all positions. During the past twenty years his responsibilities have included management of multiple field survey crews. Mr. Nicodemus between 1995 and 2011 has served 9 years on the Matanuska Susitna Borough Platting Board including 6 years as the chair. In 2011 he was named to the Matanuska Susitna Borough Board of Adjustments and Appeals and he is currently the chairman. His knowledge and expertise concerning all levels of the survey profession make him an invaluable member of any team.

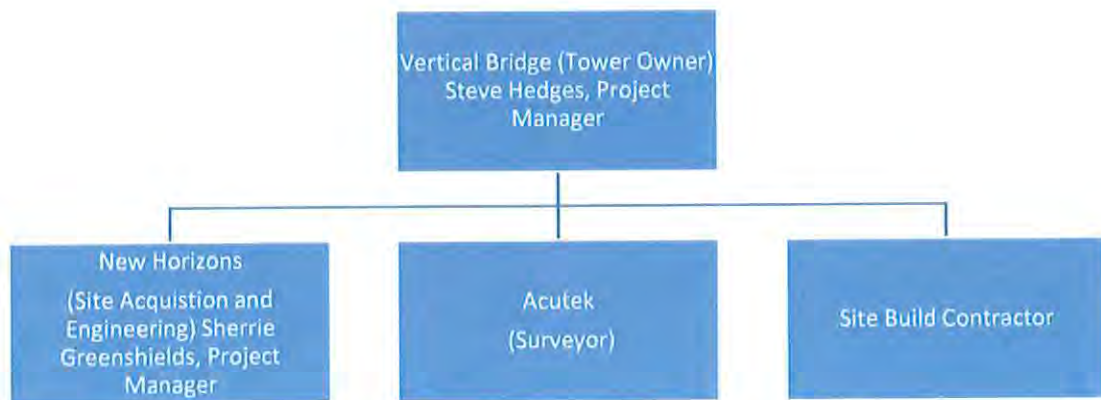
3.0 List of Projects

Below are the last three (3) towers built by Vertical Bridge in Alaska:

- US-AK-5238 Anderson: Anderson, AK

- Approximate Construction Timeframe: 9/1 to 10/31
- Total Development & Construction Costs: \$384,745
- US-AK-5240 Delta Junction: Delta Junction, AK
 - Approximate Construction Timeframe: 10/1 to 11/30
 - Total Development & Construction Costs: \$548,628
- US-AK-5242 Scotty Lake: Petersville, AK
 - Approximate Construction Timeframe: 9/1 to 10/31
 - Total Development & Construction Costs: \$521,775

4.0 Organization Chart



5.0 Project Experience – SE Alaska

Vertical Bridge

Vertical Bridge is the largest tower owner in Alaska, works with major carriers such as Verizon Wireless, AT&T and GCI for developing and building new towers. Steve Hedges, Project Manager, is currently working on the development of +20 new towers in the State of Alaska, and more specifically several in the Sitka area.

New Horizons Telecom, Inc.

New Horizons logistic knowledge and capabilities for remote Alaska project design, permitting and construction are extensive. Our remote site projects routinely require the use of helicopter and barge logistics for mobilization of personnel and equipment. Our facility in Palmer, Alaska is located on the south ramp of the Palmer Airport providing a direct connection between the local 6000-foot runway and the state’s road and rail system.

From new tower installation to stand-alone, prefabricated equipment shelters for ocean cables to full size, commercial structures or remote facilities, New Horizons has the experience and skill to implement building needs regardless of scale. We are a statewide innovator in foundation design and construction – our past installations have incorporated concepts ranging from concrete mass and driven pile to rock bolt and frozen arctic foundation systems.

Specific to SE Alaska since 1978, we have designed, permitted and constructed projects from towers for both cellular and microwave communications and remote microwave reflectors. Several turnkey construction projects have occurred in environmentally sensitive areas such as National Forests. New Horizons attention to innovative solutions, while providing practical functionality, meeting environmental and logistic challenges is unmatched. We also have upgraded fuel tanks systems in remote SE Alaska mountain tops and performed environmental remediation services.

Acutek

Acutek has worked in SE AK for numerous years, including multiple communication site development projects over the past several years. They are familiar with working with the municipalities and Tribal organizations to reach mutual benefits of building Alaska's infrastructure. They are proficient and competent in navigating both the terrain and code requirements to perform the surveys that are both legible and accurate.

6.0 Site Plan

Through choices in site placement, design and tower height the proposed construction is designed to fill the significant gap in Verizon Wireless coverage in the least intrusive manner possible. The proposed site is located on a parcel of land which is currently undeveloped. The surrounding area is a large undeveloped lot. The general area depicted in the attached graphic was selected due to its proximity to existing power that serves the water tower. Another major factor was that this area is not within a designated wetlands area, per the U.S. Fish and Wildlife Service National Wetlands Inventory, which will significantly reduce environmental impacts. However, we will work with the U.S. Army Corps. of Engineers to verify wetlands delineation of the project area during the permitting and engineering stage of the project.

We have provided a basic site plan showing the proposed tower build. The tower structure is planned to be an 85' monopole with a 5' lightning rod connected at the top, for an overall structure height of 90'. The tower compound will be surrounded by a six-foot chain link fence. The site will be secured with a locked gate with coded entry. The tower site will be accessed using a newly constructed ~14' wide driveway to the site. The site can be strategically planned and placed to maximize existing tree cover to screen the site visually from the roadway. A detailed set of construction drawings for the tower construction will be developed following a survey of the site location and environmental studies. The drawings will be certified by a licensed professional engineer demonstrating soundness and conformity with all applicable codes, as well as State and federal law.

7.0 Project Details – Infrastructure Improvements for Site Build

After a search of available sites which could meet the technical requirements necessary to fill the Verizon Wireless coverage gaps, a location within No Name Mountain – Granite Creek, Parcel 24940000, was located. This area will allow for construction meeting network requirements. This tower location is the least intrusive and most appropriate option to meet the significant gap in Verizon Wireless coverage, which can only be met through placement of a new tower. The lease parcel proposed is 75 ft. by 75 ft. square and adjacent to Harbor Mountain Bypass Road and near an existing water tank. Commercial power is nearby, servicing the existing watertank. A new 14' wide access road/driveway will be built from Harbor Mountain Access Road to the site. Power is assumed to route from existing overhead service lines. Placement of power pole(s), or buried underground conduits, to the site will be necessary and will be determined during site design with the local power company. Power requirements for the tower facility will be 800 amps, single phase power and Vertical Bridge will set a 4-gang meter that will accommodate Verizon Wireless and three (3) additional future co-locators.

8.0 Development Plan

The proposed construction is designed to fill the significant gap in Verizon Wireless coverage (anchor tenant) in the least intrusive manner possible. The proposed site is located on a parcel of land which is undeveloped. The surrounding area is a large undeveloped parcel.

Attached is a proposed site plan (Appendix A). A more detailed site plan/construction drawings for the tower construction will be developed and submitted upon RFP award. The drawings will be certified by an Alaska licensed professional engineer demonstrating soundness and conformity with all applicable codes, as well as State and federal law. The tower complex will be surrounded by a six-foot chain link fence. The tower site will be accessed using a new driveway.

The tower structure is a monopole. Site placement should allow existing foliage and trees to help in screening the site.

Vertical Bridge prefers not to illuminate towers. Illumination is typically only installed when instructed by the FAA for the health and safety of aviators or when otherwise required by federal and state agencies. The FAA determination for this location has not been filed. A licensed surveyor will need to provide documentation giving both vertical and horizontal placement for the proposed tower before this can be determined.

The tower is being designed at the initial 85' height necessary to assure that the significant gap in Verizon Wireless service coverage can be filled. The tower and foundation will also be built with enough capacity to allow for collocation of future carriers, both on the built structure, and also designed with enough structural capacity to allow for a possible future tower extension of height in case a future co-locator needs additional height to fill in their coverage gap. Any possible future extension would of course need approval of CBS, but it will be designed to be possible. This tower will be constructed to an engineering standard that allows four (4) carriers to locate equipment on the structure. The proposed tower will be designed and engineered to accommodate Verizon Wireless proposed equipment, plus three (3) additional future additional sets of antennas.

Vertical Bridge understands that the development of this land may possibly increase stormwater runoff onto downward properties, and will adhere to any CBS Stormwater Design Standards and will have completed a comprehensive hydrology study by a State of Alaska licensed Civil Engineer and submit the study to CBS Department of Public Works.

9.0 Funding and Development Timeline

Vertical Bridge is the largest private tower developer in the country, sources are self-funded to develop new towers to add in the portfolio.

The Development process of the proposed tower will start immediately if we are to be awarded the RFP, and the actual Construction is most likely to start during the 2021 construction season. As soon as the RFP is awarded, the project would begin site survey, due diligence and environmental studies required for federal and local permitting. All applicable permits would be obtained prior to site construction. Vertical Bridge will attempt to maximize winter downtime to complete permitting and site engineering. Tower construction would be completed in 2021 after receipt of applicable Federal and Local permits. The carrier would like to start providing improved wireless service in the area as soon as possible, so please be assured that we will work very diligently to get to that point of construction start. Vertical Bridge will endeavor to "fast-track" the development and construction of the tower so that Verizon Wireless can start providing improved wireless service. As of right now, if the RFP is awarded by end of November, the forecast for construction start would be mid-to-late summer 2021.

10.0 Proposed Lease Price

Vertical Bridge proposes an annual rent lease payment of Nine Thousand Dollars (\$9,000), with an annual escalator increase of one percent (1%).

**VERTICAL BRIDGE DEVELOPMENT, LLC
GRANITE CREEK
US-AK-5268**



CONTACT INFORMATION

TOWER OWNER:
VERTICAL BRIDGE DEVELOPMENT, LLC
750 PARK OF COMMERCE DRIVE, SUITE 200
BOCA RATON, FL 33487

PROJECT MANAGER:
STEVE HEDGES
PHONE - (773) 988-1715

ENGINEERING:
NEW HORIZONS TELECOM, INC.
901 COPE INDUSTRIAL WAY PALMER,
ALASKA 99645 PHONE - (907)
761-6000 LICENSE # AECC610

CIVIL ENGINEER :
DALE R. BROWNING, PE
PHONE - (907) 761-6069

PROPERTY OWNER:
CITY AND BOROUGH OF SITKA
100 LINCOLN STREET
SITKA, AK 99835

PLANNING DIRECTOR:
AMY AINSLIE
PHONE - (907) 747-1815

PROJECT INFORMATION

NHTI PROJECT NUMBER: 20-0089-90-08
SITE ADDRESS: MILE 0.8 HARBOR MOUNTAIN BYPASS ROAD - SITKA, AK 99835
LEGAL DESCRIPTION: TRACT C, ALASKA STATE LAND SURVEY NO. 79-4, ACCORDING TO PLAT NO. 79-13, SITKA RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA

PARCEL ID: 2-4940-000
LATITUDE: 57° 05' 55.32" N (PRELIMINARY)
LONGITUDE: 135° 23' 22.92" W (PRELIMINARY)
GROUND ELEVATION: 180' (PRELIMINARY)
OWNER SITE NAME: GRANITE CREEK
OWNER SITE NUMBER: US-AK-5268

DRAWING INDEX

SHEET #	TITLE	REV #
T1.0	COVER SHEET	A
C1.0	SITE PLAN	A
C1.1	COMPOUND PLAN	A
C2.0	TOWER ELEVATION	A



**PRELIMINARY
SITE PLAN**

REV	DESCRIPTION	DATE
A	ISSUE FOR REVIEW	201028

COVER SHEET

T1.0





NOTES:

1. DRAWINGS ARE PRELIMINARY. ADJUSTMENTS MAY BE REQUIRED UPON COMPLETION OF PROFESSIONAL SURVEY, DESIGN CALCULATIONS, AND UTILITY COORDINATION.
2. CONNECTION TO EXISTING POWER DISTRIBUTION INFRASTRUCTURE TBD PENDING COORDINATION WITH UTILITY PROVIDER.

LEGEND:

— UP — PROPOSED UNDERGROUND POWER



1 **SITE PLAN**
 C1.0 SCALE: NTS



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NOT FOR CONSTRUCTION

PRELIMINARY SITE PLAN

REV	DESCRIPTION	DATE
A	ISSUE FOR REVIEW	201028

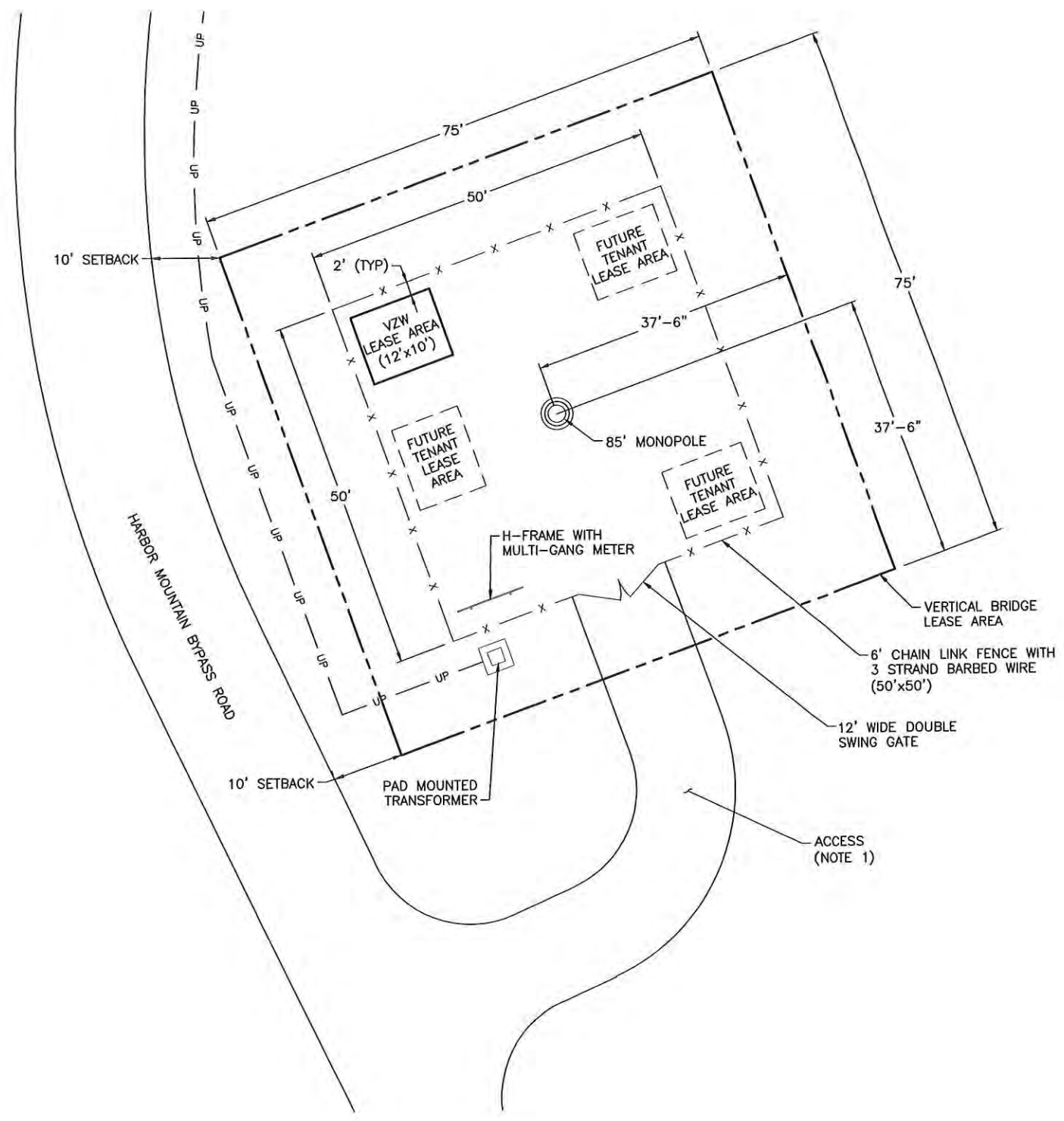
VERTICAL BRIDGE
GRANITE CREEK
US-AK-5268

DWN: JAA	DSN: JCM	APP: DRB	REV
JOB #: 20-0089-90-08			A
DATE: 201028			

SITE
PLAN

C1.0

FILE: X:\20 JOBS\20-0089-90 VERTICAL BRIDGE - VERIZON BTS SITES\SITES08 - GRANITE CREEK US-AK-5268\05-ENGR\CAD\C1.0 SITE PLAN.DWG | PLOT DATE: 201028



NOTES:

1. ACCESS ROAD ALIGNMENT IS PRELIMINARY AND SUBJECT TO CHANGE PENDING TOPOGRAPHIC INFORMATION FROM PROFESSIONAL SURVEY AND APPROVED DRIVEWAY PERMIT REQUIREMENTS.

LEGEND:

— UP — PROPOSED UNDERGROUND POWER



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NOT FOR CONSTRUCTION

PRELIMINARY SITE PLAN

REV	DESCRIPTION	DATE
A	ISSUE FOR REVIEW	201028

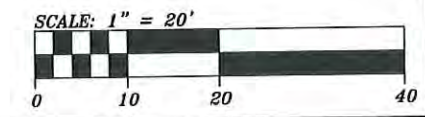
**VERTICAL BRIDGE
 GRANITE CREEK
 US-AK-5268**

DWN: JAA	DSN: JCM	APP: DRB	REV
JOB #: 20-0089-90-08			DATE: 201028
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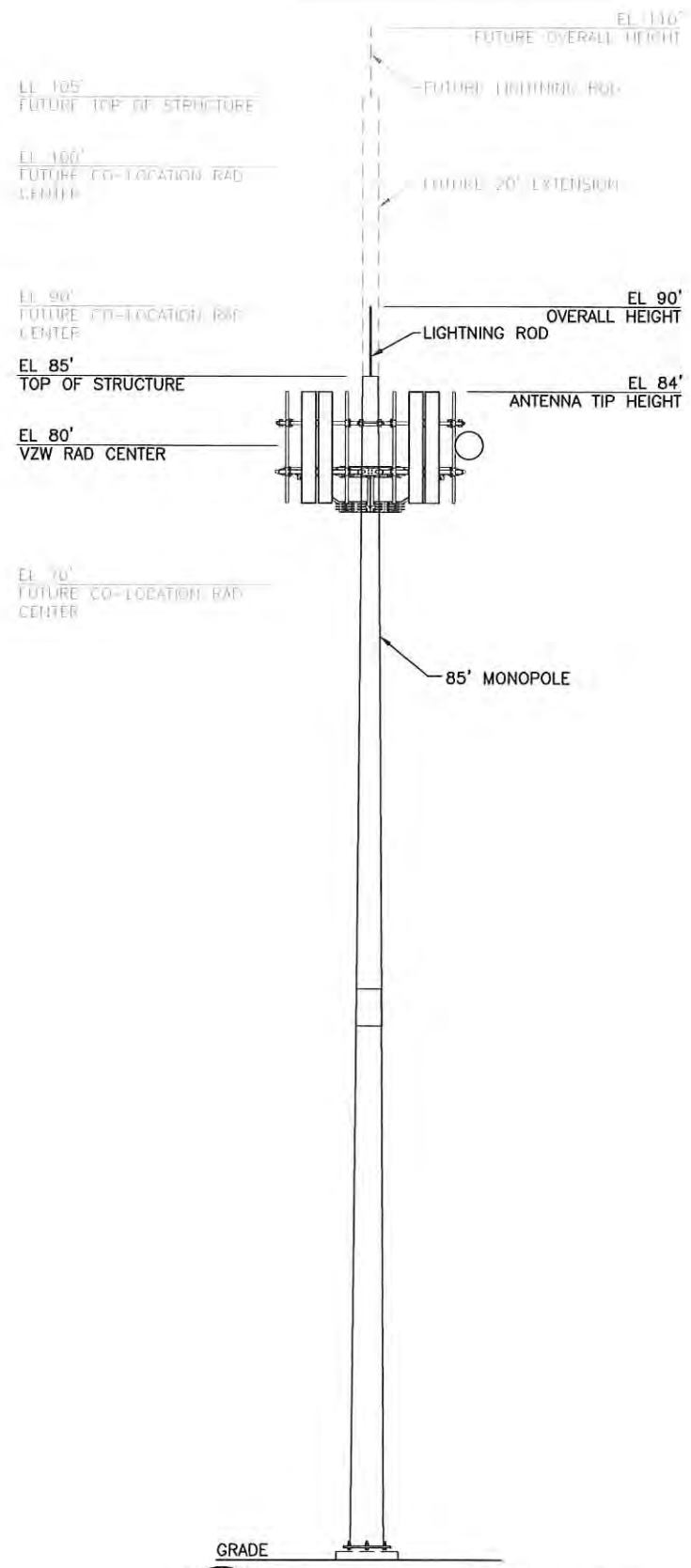
COMPOUND PLAN

C1.1

1
C1.1 COMPOUND PLAN
 SCALE: 1" = 20'



FILE: X:\20 JOBS\20-0089-90 VERTICAL BRIDGE - VERTICAN BTS SITES\SITES08 - GRANITE CREEK US-AK-5268\05-ENGR\CAD\C1.1 COMPOUND PLAN.DWG | PLOT DATE: 201028



1 MONOPOLE ELEVATION
C2.0 SCALE: NONE

NOTES:

1. DRAWINGS ARE PRELIMINARY. ANTENNAS AND MOUNTS SUBJECT TO CHANGE PENDING TOWER STRUCTURAL ANALYSIS AND TENANT'S RADIO FREQUENCY REQUIREMENTS.
2. ELEVATIONS GIVEN ARE ABOVE GROUND LEVEL (AGL) AT BASE OF TOWER.



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NOT FOR CONSTRUCTION

PRELIMINARY SITE PLAN

REV	DESCRIPTION	DATE
A	ISSUE FOR REVIEW	201028

VERTICAL BRIDGE
GRANITE CREEK
US-AK-5268

DWN: JAA	DSN: JCM	APP: DRB	REV
JOB #: 20-0089-90-08			DATE: 201028
			A

TOWER ELEVATION

C2.0

FILE: X:\20 JOBS\20-0089-90 VERTICAL BRIDGE - VERIZON BTS SITES\SITES08 - GRANITE CREEK US-AK-5268\05-ENGR\CAD\C2.0 TOWER ELEVATION.DWG | PLOT DATE: 201028



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 23-19 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 8/2/2023 In control: City and Borough Assembly

On agenda: 8/22/2023 Final action:

Title: Making supplemental appropriations for fiscal years 2023 and 2024 (reappropriations and supplemental appropriations)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2023-19](#)
[Memo Ord and Open Encumbrances](#)

Date	Ver.	Action By	Action	Result
8/8/2023	1	City and Borough Assembly		

POSSIBLE MOTION

I MOVE TO approve Ordinance 2023-19 on second and final reading making supplemental appropriations for fiscal years 2023 and 2024 (reappropriations and supplemental appropriations).

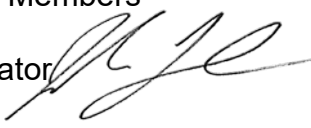


CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Melissa Haley, Finance Director

Date: August 3, 2023

Subject: Re-appropriation of unspent FY2023 budget items and supplemental appropriations for funds that exceeded FY2023 budget

Background

While staff generally spend down or commit funds in the fiscal year in which they were budgeted, in some cases that is not possible. In FY2023, while supply chain issues improved significantly, there were still a few important initiatives that we were not able to finalize and need to re-appropriate funds from FY2023 for FY2024.

It is also important to note that some efforts from FY2023 are underway and the portion of those funds that were contractually committed but not yet spent will automatically roll over to FY2024 (per Charter section 11.12). A summary of the unspent portion of those commitments which are committed via contract and/or purchase order (PO) is attached. Note that the totals are preliminary as invoices for work completed in FY2023 are still being turned in and processed.

In addition, one fund, the Harbor Fund ended FY2023 overbudget. This was primarily due to increased costs of utilities charged to the fund, led by the cost of solid waste. The line item for utilities exceeded budget by \$179,000, however due to savings in other areas, the increased appropriation will be \$100,000.

Analysis

The requested re-appropriations listed below are critical expenditures that staff are actively working on but were unable to finalize commitments before June 30, 2023, though the procurement process has begun and in some cases a vendor has been selected. Mechanically, the FY2023 budgets are decreased and the FY2024 budgets are increased.

Department	Amount	Description
Administration	\$225,000	Organization-wide compensation and organizational structure study (HR \$100,000). CBS port governance/ organizational structure and rate study (\$125,000)

Fiscal Note

The total change (decrease to FY2023 budget and increase to FY2024 budget) for re-appropriating funding from FY2023 to FY2024 is \$225,000. The increased FY2023 appropriations to ensure that the Harbor Fund does not exceed its FY2023 budget is \$100,000. In addition to these FY23 decreases and increases, the purchase orders entered for existing encumbrances will also reduce the FY2023 appropriations and increase the FY2024 appropriations.

Recommendation

Approve ordinance 2023-19 amending the FY2023 and FY2024 appropriations.

Encl: Summary of FY2023 Open POs for operating expenses

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CITY AND BOROUGH OF SITKA

**ORDINANCE NO. 2023-19
AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA
MAKING SUPPLEMENTAL APPROPRIATIONS FOR FISCAL YEAR 2023 and 2024
(Re-appropriations and Supplemental Appropriations)**

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

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

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

3. **PURPOSE.** The purpose of this ordinance is to make supplemental appropriations for Fiscal Year 2023.

4. **ENACTMENT.** In accordance with Section 11.10(a) of the Charter of the City and Borough of Sitka, Alaska, the Assembly hereby makes the following supplemental appropriations for the budget period beginning July 1, 2023, and ending June 30, 2024 is hereby adjusted as follows:

<u>FISCAL YEAR 2023 EXPENDITURE BUDGETS</u>
GENERAL FUND
Administration – Human Resources– Operations: Re-appropriate \$100,000 from FY23 to FY24 for the organization-wide compensation and organizational structure study.
Administration– Operations: Re-appropriate \$125,000 from FY23 to FY24 for the CBS port governance/organizational structure and rate study.
Harbor Fund – Operations: Increase appropriations in the amount of \$100,000 to cover the overage in this fund.

In accordance with Section 11.10 (a) of the Charter of the City and Borough of Sitka, Alaska, the budget for the fiscal period July 1, 2023, and ending June 30, 2024 is hereby adjusted as follows:

FISCAL YEAR 2024 EXPENDITURE BUDGETS
GENERAL FUND
Administration – Human Resources – Operations: Re-appropriate \$100,000 from FY23 to FY24 for the organization-wide compensation and organizational structure study.
Administration – Operations: Re-appropriate \$125,000 from FY23 to FY24 for the CBS port governance/organizational structure and rate study.

33
34 **EXPLANATION**

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36 **The Municipal Administrator has determined that various unexpended appropriations for Fiscal**
37 **Year 2023, which lapsed on June 30, 2023, are essential to the Municipality. The Municipal**
38 **Administrator, therefore, is recommending that the lapsed appropriations identified above be re-**
39 **appropriated in Fiscal Year 2024 through supplemental appropriations as set forth in Section 11.10**
40 **(a) of the Charter. In addition, overages in some funds have been identified for fiscal year 2023 and**
41 **supplemental appropriations are recommended. A short explanation of each supplemental**
42 **appropriation is included.**

43
44 **5. EFFECTIVE DATE. This ordinance shall become effective on the day after the date of its**
45 **passage.**

46
47 **PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka,**
48 **Alaska this 22nd Day of August, 2023.**

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52 **ATTEST:** Steven Eisenbeisz, Mayor

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57 Sara Peterson, MMC
58 **Municipal Clerk**

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60 **1st reading: 8/8/2023**
61 **2nd and final reading: 8/22/2023**

62
63 **Sponsor: Administrator**

Fund	Department	Estimate of funds	
		committed but unspent in FY23	Notes on significant uses (PO's over \$15,000)
100	Admin/Clerks	9,600.00	
100	Administration	15,000.00	
100	Building Officials	22,486.90	Plan review support SEARHC hospital
100	Clerks	12,102.50	
100	Engineering	44,910.92	Engineering support
100	Finance	9,115.56	
100	Fire Department	34,639.00	Turnouts, SAR equipment
100	Fixed Assets	24,733.30	Printers, replacement playground equipment
100	Legal	58,235.78	Airport lease and other outside counsel
100	Pass through grants	16,080.00	Historic preservation grant
100	Recreation	51,632.55	Parks management plan
100	Tourism	2,587.50	
200	Electric	317,408.43	Ard Flash system, USGS Stream Guage, T&D consultant, Transformer testing
210	Water	21,396.06	
220	Wastewater	65,455.29	Wastewater discharge permit
230	Solid Waste	5,429.79	
240	Harbors	7,600.00	
250	Airport	3,619.62	
300	IT	71,893.63	Microsoft Licensing
310	Central Garage	528,265.34	Dump truck (\$214K) Ford e/Vans (\$49K/\$53K)
320	Building Maintenance	4,436.21	
Grand Total		1,326,628.38	



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 23-20 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 8/16/2023 In control: City and Borough Assembly

On agenda: 8/22/2023 Final action:

Title: Amending Title 2 "Administration," Chapter 2.04 "City and Borough Assembly" of the Sitka General Code by updating Sections 2.04.190 "Salaries and compensation" and 2.04.195 "Salaries for assembly members and mayor"

Sponsors:

Indexes:

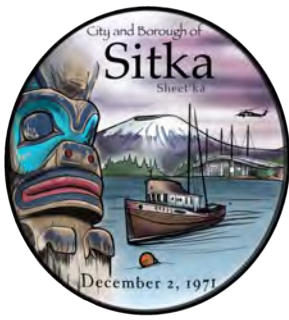
Code sections:

Attachments: [Motion Ord 2023-20](#)
[Memo - Assembly Salaries](#)
[Ord 2023-20](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

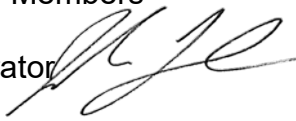
I MOVE TO approve Ordinance 2023-20 on first reading amending Title 2 “Administration,” Chapter 2.04 “City and Borough Assembly” of the Sitka General Code by updating Sections 2.04.190 “Salaries and compensation” and 2.04.195 “Salaries for assembly members and mayor”.



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members
From: John Leach, Municipal Administrator 
Date: July 20, 2023
Subject: Salary Adjustment for Assembly Members and Mayor

Background

Per Section 2.07 of the Home Rule Charter of the City and Borough of Sitka (CBS), “[t]he assembly by ordinance shall determine the salary of the mayor and other assembly members. An increase in salary shall not take effect until the assembly meeting following the regular election after the ordinance has been adopted. With the approval and authorization of the assembly, assembly members shall also receive their actual and necessary expenses incurred in the performance of their duties of office.”

Analysis

The Assembly’s salary has not been adjusted since Ordinance 02-1701, which was passed, approved, and adopted on November 4, 2002.

The purpose of this ordinance is intended to compensate more justly those serving on the Assembly by increasing their salaries from the level last set in 2002 to a level more representative of similar positions in southeast Alaska and commensurate with inflation and non-represented staff increases.

Since 2002, calculated inflation was 62.09%. If the CBS had raised Assembly salaries by inflation since they were last set in 2002, the mayor would be paid \$810.44 per month today and members would be paid \$486.26 per month today.

Since 2002, aggregate staff increases were approximately 58.6% for non-represented CBS employees. If the Assembly had been treated the same as non-represented staff, the monthly salary would be \$793 per month for the mayor and \$475.80 for an assembly member today.

This ordinance proposes an increase to the mayor’s salary from \$500 per month to \$800 per month and an increase to assembly member salaries from \$300 per month to \$500 per month.

Fiscal Note

Should this ordinance pass, the salary increases would become effective on October 10, 2023. The proposed salary increases would constitute an increase of \$18,000 to the General Fund for a total amount of \$46,500 for annual Mayor and Assembly salaries. Should the increases pass, a supplemental appropriation will come forward.

Recommendation

Consider the information presented in this ordinance and memo to determine if the salaries being proposed are appropriate to provide adequate compensation for services rendered while enhancing recruitment incentives for new members.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 2 "ADMINISTRATION," CHAPTER 2.04 "CITY AND BOROUGH ASSEMBLY" OF THE SITKA GENERAL CODE BY UPDATING SECTIONS 2.04.190 "SALARIES AND COMPENSATION" AND 2.04.195 "SALARIES FOR ASSEMBLY MEMBERS AND MAYOR"

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

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

3. PURPOSE. This ordinance is intended to compensate more justly those serving on the Assembly by increasing their salaries from the level last set in 2002 to a level more representative of similar positions in southeast Alaska.

4. ENACTMENT. NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Title 2, entitled "Administration", Chapter 2.04, entitled "City and Borough Assembly," at Section 2.04.190, entitled "Salaries and compensation" and Section 2.04.195, entitled "Salaries for assembly members and mayor" be amended to read as follows (deleted language stricken, new language underlined):

Title 2
ADMINISTRATION

Chapters:

2.04 City and Borough Assembly

Chapter 2.04
City and Borough Assembly

Sections:

2.04.190 Salaries and compensation.
2.04.195 Salaries for assembly members and mayor.

2.04.190 Salaries and compensation.

The assembly, by ordinance, shall determine the salary of the mayor and other assembly members. With the exception of any increase adopted in July of 2002, An increase in salary shall not take effect until the assembly meeting following the regular election after the ordinance has been adopted. With the approval and authorization of the assembly, assembly members

52 shall also receive their actual and necessary expenses incurred in the performance of their
53 duties in office.

54 **2.04.195 Salaries for assembly members and mayor.**

55 A. The salary for the mayor of the city and borough of Sitka is ~~increased from two~~ eight
56 ~~hundred fifty~~ dollars per month ~~to five hundred dollars per month.~~

57 B. The salary for each assembly member is ~~increased from one~~ five hundred dollars per
58 month ~~to three hundred dollars per month.~~

59 * * *

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61 **5. EFFECTIVE DATE.** This ordinance shall become effective October 10, 2023.

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63 **PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and Borough of
64 Sitka, Alaska, this 12th day of September, 2023.

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68 _____
Steven Eisenbeisz, Mayor

69 ATTEST:

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72 _____
73 Sara Peterson
74 Municipal Clerk

75
76 1st reading: 8/22/2023
77 2nd and final reading: 9/12/2023

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79 Sponsor: Administrator
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CITY AND BOROUGH OF SITKA

Legislation Details

File #: RES 23-24 Version: 1 Name:

Type: Resolution Status: AGENDA READY

File created: 8/16/2023 In control: City and Borough Assembly

On agenda: 8/22/2023 Final action:

Title: Supporting the State of Alaska Department of Transportation and Public Facilities Lighting and Airport Beacon Project for the Sitka Rocky Gutierrez Airport

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Res 2023-24](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve Resolution 2023-24 on first and final reading supporting the State of Alaska Department of Transportation and Public Facilities Lighting and Airport Beacon Project for the Sitka Rocky Gutierrez Airport.

CITY AND BOROUGH OF SITKA

RESOLUTION NO. 2023-24

A RESOLUTION OF THE CITY AND BOROUGH OF SITKA SUPPORTING THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES LIGHTING AND AIRPORT BEACON PROJECT FOR THE SITKA ROCKY GUTIERREZ AIRPORT

WHEREAS, the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) owns, operates, and maintains the Sitka Rocky Gutierrez Airport; and

WHEREAS, the City and Borough of Sitka (CBS) leases the terminal building at the Sitka Rocky Gutierrez Airport from ADOT&PF; and

WHEREAS, Sitka is one of the State's busier airports with over 90,000 enplanements in 2019; and

WHEREAS, the lighting vault and all lighting controls at the airport are beyond their service lives and functionally obsolete; and

WHEREAS, a failed lighting system in Sitka presents a safety hazard and an issue with keeping the National Airspace System efficient; and

WHEREAS, the rotating beacon is corroded beyond its service life creating a service danger and a danger to nearby NAVAIDS if the beacon were to fall during high winds; and

WHEREAS, the segmented circle panels are losing retro reflectivity which are best to replace during a concurrent project mobilization.

NOW, THEREFORE, BE IT RESOLVED that the Assembly of the City and Borough of Sitka supports the Alaska Department of Transportation & Public Facilities and encourages it to pursue funding for an Airport Improvement Program project to provide necessary repairs to ensure the safety of the large number of civilian and military operations taking place at the Sitka Rocky Gutierrez Airport.

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska on this 22nd day of August, 2023.

Steven Eisenbeisz, Mayor

ATTEST:

Sara Peterson, MMC
Municipal Clerk

1st and final reading: 8/22/23

Sponsor: Administrator

Project Information Sheet

Airport Lighting Vault and Beacon

Project Created By: Paul Khera on 05/25/2023
Project Last Modified By: Paul Khera on 07/21/2023

Nomination Status: Nomination Created

Anticipated Meeting Date: 10/23/2023

Total Federal Estimated Cost:

Region Score:

Final APEB Score:

The below Nomination Description and Justification reflects the Project Scope and Justification listed in Airport Data. If the nomination includes multiple airports, the Nomination Description and Justification may vary from Airport Project Scope and Description.

Nomination Description:

Replace the airport lighting vault, the transformers, regulators, switchgear, and conduit & wiring to reconnect to the airfield circuits.

Replace the existing airport beacon with a compliant one that has a tip-down pole feature.

Replace all the panels on the segmented circle.

Nomination Justification:

The lighting vault and all the lighting controls are beyond their service lives and functionally obsolete. The building is corroded and will soon leak water. The controls, including the transformers, regulators, switchgear, conduit, and wiring are becoming unreliable and Sitka is one of the State's busier airports with over 90,000 enplanements in 2019. A failed lighting system in Sitka presents a safety issue and an issue with keeping the National Airspace System efficient. The regulators are so obsolete that parts cannot be found.

The rotating beacon is corroded and beyond its service life. It is dangerous to service it and there is an additional danger of having it fall over during high winds, which would cause further damage to the nearby NAVAIDs.

The segmented circle panels are losing retroreflectivity and the finish is starting to peel. The panels are past their useful service lives and it is best to replace them while we pay to mobilize this project.

Airport Data : SITKA ROCKY GUTIERREZ

M&O District:	Southeast	Region:	Southcoast
Borough:	City and Borough of Sitka	Last CIMP Inspection:	06/29/2015
Population:	8652	EAS Service:	False
AASP Classification:	Regional Hub	Runway Length:	7200
House District:	35	ALP Status:	01/16/2019
Senate District:	R	Environmental Status:	CE Anticipated
School Status:	N/A	Design Phase:	New
Ferry Frequency:	All Season - Weekly	Airport Property	Current
Passenger Enplanements:	90,839 (2019)	Land Lease:	

Grant Obligation:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-100 Version: 1 Name:
Type: Item Status: AGENDA READY
File created: 8/16/2023 In control: City and Borough Assembly
On agenda: 8/22/2023 Final action:
Title: Legal/Financial Matter - Gary Paxton Industrial Park Property Transaction
Sponsors:
Indexes:
Code sections:
Attachments: [Motion executive session](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTIONS

Step 1:

I MOVE to go into executive session to discuss a legal matter, a Gary Paxton Industrial Park (GPIP) property transaction, the immediate knowledge of which would adversely affect the finances of the municipality and which involve legal matters affecting the municipality or legal consequences of past, present or future municipal actions, and invite in Finance Director, Melissa Haley and GPIP Director Garry White.

Step 2:

I MOVE to reconvene as the Assembly in regular session.

*Sitka General Code 2.04.020 Meetings

D. All meetings shall be open to the public except that the following may be discussed in closed executive session:

1. Matters, the immediate knowledge of which would adversely affect the finances of the municipality;
2. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
3. Matters which by law, municipal Charter or ordinances are required to be confidential;
4. Communications with the municipal attorney or other legal advisors concerning legal matters affecting the municipality or legal consequences of past, present or future municipal actions.