



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 8, 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

[23-099](#) Reminders, Calendars, and General Correspondence

Attachments: [Reminders and Calendars](#)

[Harbor Department Quarterly Report](#)

[PGR Quarterly Report 080823](#)

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

Attachments: [Consent and minutes](#)

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

Attachments: [Motion Memo and Documents](#)

X. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

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

Attachments: [Motion and application](#)

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”

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](#)

[Memo Ord and Open Encumbrances](#)

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

Attachments: [Motion and memo](#)

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

Not anticipated.

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 4*



CITY AND BOROUGH OF SITKA

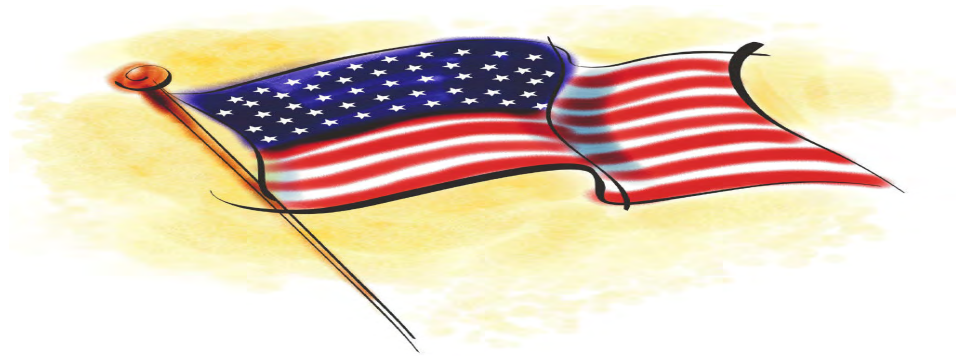
Legislation Details

File #: 23-099 **Version:** 1 **Name:**
Type: Item **Status:** AGENDA READY
File created: 8/3/2023 **In control:** City and Borough Assembly
On agenda: 8/8/2023 **Final action:**
Title: Reminders, Calendars, and General Correspondence
Sponsors:
Indexes:
Code sections:
Attachments: [Reminders and Calendars](#)
[Harbor Department Quarterly Report](#)
[PGR Quarterly Report 080823](#)

Date	Ver.	Action By	Action	Result
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REMINDERS

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
Tuesday, August 8	Regular Meeting	6:00 PM
Tuesday, August 22	Regular Meeting	6:00 PM



MUNICIPAL ELECTION

Tuesday, July 25	Last scheduled meeting to introduce ordinance for charter changes and ballot measures
Friday, August 4	5:00 PM deadline for filing candidate petitions
Tuesday, August 8	Last scheduled meeting to adopt ordinances for Charter and ballot measures
Tuesday, October 3	Municipal Election

Expiring Terms:

Assembly
Crystal Duncan
Timothy Pike
JJ Carlson

School Board
Blossom Teal-Olsen
Melonie Boord
Danielle Snyder

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



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

Coast Guard City, USA

SITKA PORT AND HARBORS DEPARTMENTS QUARTERLY REPORT

Thru: John Leach, Administrator

From: Stan Eliason, Harbormaster

To: CBS Assembly Members

Date: August 2nd, 2023

Department Overview:

Task I. Harbor Condition Assessment Plan. Phase I is currently in draft form and will be updated by our consultant.

Funding for phase II has been budgeted for FY24. This supports Goal 3.1 of the strategic plan.

Task II. Vessel insurance requirements. We're in a holding pattern until the Port and Harbors Commission reconvenes in September. Task II has no specific goal.

Task III. State of Alaska 50/50 matching grant for Fishermen's Work Float Replacement Project. \$5.5M was vetoed from the \$9.5M request. Per the State of Alaska DOT. "An additional analysis is occurring to determine how to move forward with project awards." This support Goal 4.1 of the strategic plan.

Task IV. PDIP grant application for Eliason Harbor electrical replacement has been submitted. Results will be announced in October 2023. This supports Goal 4.1 of the strategic plan.

Staffing Levels:

This is the first time since 2020 that we have been fully staffed. This also includes temporary hires.

I have included the FY24 budget through July 31st, 2023. 2% expensed.

Harbormaster
Stan Eliason

Deputy
Harbormaster
Mark Hodges

Maintenance
Supervisor
Joe Lawler

Maintenance
Tech Brian
Bellows

Assistant
Harbormaster,
Tom Climo

Assistant
Harbormaster
Emy Sumauang

Assistant
Harbormaster
Nick Anderson

Office Manager
Alicia Soto

Administrative
Assistant
Darla Hoff



Income Statement

Through 07/31/23

Detail Listing

Include Rollup Account/Rollup to Account

Account	Account Description	Annual Budget Amount	MTD Actual Amount	YTD Actual Amount	Budget Less YTD Actual	% of Budget	Prior Year Total Actual
Fund Category	Proprietary Funds						
Fund Type	Enterprise Funds						
Fund	240 - Harbor Fund						
	EXPENSE						
Division	680 - Transfers Between Funds						
7200							
7200.000	Interfund Transfers Out	313,104.00	.00	.00	313,104.00	0	2,247,000.00
	7200 - Totals	\$313,104.00	\$0.00	\$0.00	\$313,104.00	0%	\$2,247,000.00
Division	680 - Transfers Between Funds Totals	\$313,104.00	\$0.00	\$0.00	\$313,104.00	0%	\$2,247,000.00
	EXPENSE TOTALS	\$5,892,910.73	\$90,175.14	\$90,175.14	\$5,802,735.59	2%	\$7,649,940.44
Fund	240 - Harbor Fund Totals						
	REVENUE TOTALS	4,718,282.00	.00	.00	4,718,282.00	0%	3,905,447.91
	EXPENSE TOTALS	5,892,910.73	90,175.14	90,175.14	5,802,735.59	2%	7,649,940.44
Fund	240 - Harbor Fund Net Gain (Loss)	(\$1,174,628.73)	(\$90,175.14)	(\$90,175.14)	\$1,084,453.59	8%	(\$3,744,492.53)
Fund Type	Enterprise Funds Totals						
	REVENUE TOTALS	4,718,282.00	.00	.00	4,718,282.00	0%	3,905,447.91
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Fund Category	Proprietary Funds Net Gain (Loss)	(\$1,174,628.73)	(\$90,175.14)	(\$90,175.14)	\$1,084,453.59	8%	(\$3,744,492.53)
	Grand Totals						
	REVENUE TOTALS	4,718,282.00	.00	.00	4,718,282.00	0%	3,905,447.91
	EXPENSE TOTALS	5,892,910.73	90,175.14	90,175.14	5,802,735.59	2%	7,649,940.44
	Grand Total Net Gain (Loss)	(\$1,174,628.73)	(\$90,175.14)	(\$90,175.14)	\$1,084,453.59	8%	(\$3,744,492.53)

QUARTERLY REPORT

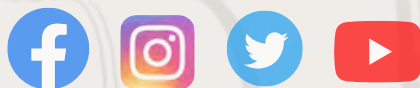
August 2, 2023
May to July 2023

Melissa Henshaw Public and Government Relations Director

✉ melissa.henshaw@cityofsitka.org

☎ 907-747-1824

📍 100 Lincoln Street



To provide public services for Sitka that support a livable community for all.

PEOPLE | INNOVATION | INTEGRITY | SUSTAINABLE | SERVICE

CTP GRANT APPLICATION

GENERAL
Application submitted

SCHEDULE
Award notice pushed back

BUDGET
24.13% match committed



Project Status Updates

- Katlian Avenue Paving and Improvements project submitted
- 4/27 - Project moved forward in the scoring process to the statewide PEB to compete for funding

Future Milestones:

- Project award announcement estimated changed from May 2023 to July or August 2023

Project Cost / Budget Information:

- Project estimated by DOT&PF at \$8.7 million
- Assembly approved a 24.13% match commitment of \$2,555,126 for 5 points from Existing/VEF/CPV/GV

Background: Strategic Plan goal #4.1

The Community Transportation Program (CTP) is a competitive surface transportation program held every three years and is administered by the Alaska Department of Transportation & Public Facilities (DOT&PF). Awarded projects will be developed and managed by DOT&PF as this program does not issue grants to communities directly.

Katlian Street from Lincoln Street to Halibut Point Road (~4000') to include pavement rehabilitation, drainage improvements, and sidewalk replacement. Widening to be considered where possible within limited right-of-way with priority on meeting ADA requirements.

DOT GRANT - CONDITION ASSESSMENT / BRIDGES APPLICATION

GENERAL
Drafting Application

SCHEDULE
Application due August 14

BUDGET
No match required



Project Status Updates

- Grant team selected
- Project selected: Condition assessment for two CBS owned bridges

Future Milestones:

- Assembly Approval at 8/8 meeting
- Draft and submit application 8/14

Project Cost / Budget Information:

- Cost estimate \$150,000 for the condition assessment with zero match commitment

Background: Strategic Plan goal #4.1

This program is intended to advance transportation infrastructure projects by supporting development-phase programs and increase organizational capacity in communities that may not have resources to evaluate and develop projects.

Condition assessment for the Granite Creek Landfill Bridge and the Sawmill Creek Powerplant Access Bridge.

PIDP GRANT APPLICATION

GENERAL
Application submitted

SCHEDULE
Award notice October 2023

BUDGET
\$1,177,850 match
committed

Project Status Updates

- Eliason Harbor Electrical System Replacement application submitted 4/28

Future Milestones:

- Project award announcement October 2023

Project Cost / Budget Information:

- Federal request of \$4,711,399 with a 20% CBS match is budgeted from the Harbor Enterprise Fund of \$1,177,850 for a total project cost of \$5,899,249

Background: Strategic Plan goal #4.1; FY2024 Legislative Priority; Sitka Harbor System Master Plan
The Port Infrastructure Development Program (PIDP) is a discretionary grant program administered by the Maritime Administration. Funds for the PIDP are awarded on a competitive basis to projects that improve the safety, efficiency, or reliability of the movement of goods into, out of, around, or within a port. Eliason Harbor electrical system requires substantial rehabilitation to replace main service equipment, main distribution panelboards and load centers on the floats, and main cables between these components and the new pedestals.

FY24 CAPSIS ENTRIES

GENERAL
NOT awarded

SCHEDULE
Notified 7/20/2023

BUDGET
N/A

Project Status Updates

- Senator Murkowski submitted the request to the committee but it was not included in the Senate Bill

Future Milestones:

- Meet with Senator Murkowski's staff in the fall to discuss programs and FY25 submittals

Background: Strategic Plan goal #4.1

CAPSIS is the legislative Capital Project Submission and Information System. Entries will be pooled to the selected legislator(s) and available for consideration in the capital budgeting process.



USCG ADM Dean visit
June 2023



25th Anniversary of STA & CBS
MOU, July 2023

DOH HEC GRANT APPLICATION

GENERAL
\$133,774 Awarded

SCHEDULE
Determine Assembly
meeting

BUDGET
No match required



Project Status Updates

- **AWARDED**

Future Milestones:

- Supplemental appropriation to the Assembly

Project Cost / Budget Information:

- No match commitment required \$133,774 is allocated to Sitka as a reimbursable cost
- Funds must be expended by 5/31/2024

Background: Strategic Plan goal #4.1

The Alaska Department of Health (DOH) announced \$9 million in funding to local governments through memorandums of agreement (MOAs) in support of creating healthy and equitable communities around the state.

Net Shed selected since it is shovel ready, approved in the budget, project starting, has an unfunded gap and fits in the program goal of infrastructure support for COVID-19 or future pandemic prevention as a community outdoor low-cost space.

DENALI GRANT APPLICATIONS

GENERAL
AWARDED Haul Out Lift

SCHEDULE
Fall award negotiation

BUDGET
No match required



Project Status Updates

- **Haul Out Lift AWARDED \$1M**
- Housing Land Feasibility Study - unsuccessful

Future Milestones:

- Development of the grant agreement for the Haul Out Lift - funds available January 2024

Project Cost / Budget Information:

- No match commitment required

Background: Strategic Plan goal #1.2 Housing & 4.1 Infrastructure

The Denali Commission makes funds available for projects on a competitive basis through a funding opportunity announcement. The statutory authority for the solicitation is Section 305 of the Denali Commission Act of 1998 authorizes the Commission, acting through the Federal Co-Chair, to award grants.

The Housing Land Feasibility Study aims to understand the best opportunities for housing development on municipal lands. Analyzing the geophysical aspects of lands will inform the amount of land that is suitable for development and at what density. Development costs will also be studied through conceptual designs and cost estimates for roads and utilities. This critical information will support informed decision-making around land development and/or disposal.

A Haul Out Lift is part of the cost of Phase 1, the equipment to physically haul vessels out of the water and on to land for repairs/maintenance. In order to help offset costs for the project, this is for the purchase of a Marine Travelift Boat hoist.

FERC POWER SITE SECTION 24 WITHDRAWAL

GENERAL
Draft application

SCHEDULE
Bi-weekly meetings to
complete application

BUDGET
Costs expended

Project Status Updates

- Surveying completed for application exhibit G project boundary map
 - Team established/application draft in process
-

Future Milestones:

- Collect support letters
 - Draft application
 - Agency 30-day review
 - Submit amendment to FERC in accordance with 18 C.F.R. 4.201(c)
-

Project Cost / Budget Information:

- North 57 Land Surveying LLC, survey in process cost estimated at \$61,760 to be split between General and Electric Fund (completed)
 - Kleinschmidt Associates, Inc. for Inundation study \$24,760 (completed)
-

Background: Strategic Plan goal #1.2

Federal withdrawal for the Green Lake project encompasses 1,281 acres, the facility itself, including reservoir occupies approximately 200 acres. CBS would like the option to develop of the lands outside the area occupied by the hydro project.

P&GR POLICIES

GENERAL
Legal review required

SCHEDULE
Low priority

BUDGET
N/A

Project Status Updates

- Policy needs identified
 - American with Disabilities Act (ADA) Complaint Procedure
 - Policy written / waiting for legal review
 - Media Response Policy
 - Draft policy and procedure written
 - Grant Management Policy
 - **COMPLETED**
-

Future Milestones:

- ADA Policy
 - Implement
 - Media Response Policy
 - Complete form
 - Grant Management Policy
 - Application updates
-

Background: Strategic Plan goal #5.4

An updated external ADA policy. An administrative policy for responding to media inquiries for staff efficiency. Policies and procedures for grant opportunities internal and external/grant management policy.



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-095 Version: 1 Name:
Type: Item Status: AGENDA READY
File created: 8/1/2023 In control: City and Borough Assembly
On agenda: 8/8/2023 Final action:
Title: Approve the minutes of the July 25 Assembly meeting
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.

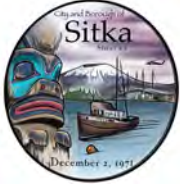
I wish to remove Item(s) _____

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 July 25 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, July 25, 2023

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. RECITAL OF LANDS ACKNOWLEDGEMENT

IV. ROLL CALL

Present: 6 - Christianson, Eisenbeisz, Duncan, Ystad, Pike, and Carlson

Remote: 1 - Mosher

V. CORRESPONDENCE/AGENDA CHANGES

No agenda changes.

[23-094](#)

Reminders, Calendars, and General Correspondence

VI. CEREMONIAL MATTERS

[23-091](#)

Citation - Honoring U.S. Coast Guard Day

Mayor Eisenbeisz read and presented a citation honoring U.S. Coast Guard Day to Commander Vincent Jansen.

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

Sitka Tribe of Alaska Chairman, Lawrence Widmark, reported on July's council activity.

[23-092](#)

Special Report - Childcare Now Update

Representatives of the Early Childcare Coalition and Childcare Now provided an update on their work over the past year.

VIII. PERSONS TO BE HEARD

Richard Wein reminded goods and services depended on fossil fuel, said he'd researched head tax, and suggested a head tax be implemented to fund childcare.

IX. CONSENT AGENDA

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

Yes: 7 - Christianson, Mosher, Eisenbeisz, Duncan, Ystad, Pike, and Carlson

A [23-089](#)

Approve the minutes of the July 11 Assembly meeting

This item was APPROVED ON THE CONSENT AGENDA.

B [23-090](#)

Approve the following liquor license applications:

1) transfer of ownership application from Ludvig's Bistro, Inc. to Our Town Catering, LLC at 256 Katlian Street, and

2) a premises diagram application and restaurant designation permit application for Our Town Catering LLC at 256 Katlian Street

This item was APPROVED ON THE CONSENT AGENDA.

X. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

None.

XI. UNFINISHED BUSINESS:**C** [ORD 23-14](#)

Amending Title 4 "Revenue and Finance" of the Sitka General Code by updating Chapter 4.09 "Sales Tax"

Richard Wein commented.

A motion was made by Ystad that his Ordinance be APPROVED on SECOND AND FINAL READING. The motion PASSED by the following vote.

Yes: 7 - Christianson, Mosher, Eisenbeisz, Duncan, Ystad, Pike, and Carlson

D [ORD 23-15](#)

Proposing to amend Title 4 "Revenue and Finance", Chapter 4.09 "Sales Tax", of the Sitka General Code by adding a seasonal sales tax increase of one additional percentage point in section 4.09.010 "Levy of sales tax"

and adding section 4.09.120 “Exemption from seasonal sales tax increase”; and, submitting the question of such an amendment to the qualified voters at the regular election on October 3, 2023

Richard Wein commented.

Cosponsors Eisenbeisz and Mosher explained the ballot proposition would provide a mechanism for funding school infrastructure if approved by the voters.

A motion was made by Mosher that this Ordinance be APPROVED on SECOND AND FINAL READING. The motion PASSED by the following vote.

Yes: 7 - Christianson, Mosher, Eisenbeisz, Duncan, Ystad, Pike, and Carlson

E [ORD 23-16](#)

Proposing to amend Article II “The Assembly”, Section 2.11 “Prohibitions”, of the Home Rule Charter of the City and Borough of Sitka, by permitting school board members to hold municipal employment, other than with the school district, during their term of office and the year after vacating office; and, submitting the question of such an amendment to the qualified voters at a regular election on October 3, 2023

Richard Wein commented.

A motion was made by Ystad that this Ordinance be APPROVED on SECOND AND FINAL READING. The motion PASSED by the following vote.

Yes: 7 - Christianson, Mosher, Eisenbeisz, Duncan, Ystad, Pike, and Carlson

XII. NEW BUSINESS:

F [23-093](#)

Adopt the final Gary Paxton Industrial Park Haul Out Project Charter with Concept 4 scope and budget

Garry White, Gary Paxton Industrial Park (GPIP) Director, and Michael Harmon, Municipal Engineer, reviewed the project charter goals, budget considerations, scope of work, design and construction schedule, general scope of improvements, told of public meetings, subject matter expert recommendations, and GPIP Board approval.

From the public, Richard Wein commented.

Assembly members discussed and thanked all involved.

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

Yes: 7 - Christianson, Mosher, Eisenbeisz, Duncan, Ystad, Pike, and Carlson

XIII. PERSONS TO BE HEARD:

Richard Wein commented on the haul out project, prime interest rate, BRICS meeting, and the european pmi.

Kevin Mosher reminded the public of the two ballot propositions appearing on the October 3rd ballot.

XIV. REPORTS

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

Mayor - Eisenbeisz reported on a meeting with Cruise Line Agencies of Alaska (CLAA) where the topic of discussion revolved around passenger loads. The focal point was some communities had reached maximum capacity due to the influx of passengers. CLAA expressed a desire to work with communities to determine the correct cruising level. In addition, Eisenbeisz noted he had attended the AmeriCorps class graduation.

Administrator - Leach told of the City achieving Ursa Major status in Water System Excellence and announced grant awards.

Liaison Representatives - Christianson reported on the Planning Commission, Pike on the Police and Fire Commission meeting and transportation town hall, Carlson on the Tree and Landscape Committee and Tourism Task Force, and Mosher on the Sitka School Board.

XV. EXECUTIVE SESSION

None.

XVI. ADJOURNMENT

A motion was made by Christianson to ADJOURN. Hearing no objections, the meeting ADJOURNED at 7:52pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-096 Version: 1 Name:

Type: Item Status: AGENDA READY

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

On agenda: 8/8/2023 Final action:

Title: Approve liquor license renewal applications for Mean Queen, LLC dba Mean Queen at 205 Harbor Drive

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Memo and Documents](#)

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 liquor license renewal applications for Mean Queen, LLC dba Mean Queen at 205 Harbor Drive and forward these approvals to the Alcoholic Beverage 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 1, 2023
Subject: Liquor License Application Renewals – Mean Queen, LLC

Our office has received notification of the following liquor license renewal applications:

Renewals

License #: 2786
DBA: Mean Queen
License Type: Beverage Dispensary
Licensee: Mean Queen, LLC
Premises Address: 205 Harbor Drive

License #: 5553
DBA: Mean Queen – Duplicate
License Type: Beverage Dispensary
Licensee: Mean Queen, LLC
Premises Address: 205 Harbor Drive

A memo was circulated to the various departments who may have a reason to protest these requests. No departmental objections were received.

Recommendation:

Approve liquor license renewal applications for Mean Queen, LLC dba Mean Queen at 205 Harbor Drive and forward these approvals to the Alcoholic Beverage Control Board without objection.



CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Utility Billing Clerk – Ashley
Collections - Carolyn
Municipal Billings – Ashley
Sales Tax/Property Tax - Justin

Fire Department
Police Department
Building Official(s)

From: Jess Earnshaw, Deputy Clerk

Date: July 20, 2023

Subject: Liquor License Renewals– Mean Queen

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

Lic #: 2786
DBA: Mean Queen
License Type: Beverage Dispensary
Licensee: Mean Queen, LLC
Premises Address: 205 Harbor Drive

Lic #: 5553
DBA: Mean Queen - Duplicate
License Type: Beverage Dispensary
Licensee: Mean Queen, LLC
Premises Address: 205 Harbor Drive

Please notify no later than **noon on August 1** of any reason to protest. This request is scheduled to go before the Assembly on August 8.

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

July 14, 2023

City and Borough of Sitka

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

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Beverage Dispensary and Duplicate	License Number:	Multiple
Licensee:	Mean Queen, LLC		
Doing Business As:	Mean Queen		
License Numbers:	2786, 5553		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
7/14/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

2786

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispens

[Empty box for license type details]

LICENSE FEE: \$2,500.00

1104

CITY / BOROUGH: Sitka
Sitka

D/B/A: Mean Queen
205 Harbor Drive

Mail Address:
Mean Queen, LLC
205 Harbor Drive
Sitka, AK 99835

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

James M. Wilson

DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
7/14/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

2786

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispens

[Empty box for license type details]

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Sitka
Sitka

D/B/A: Mean Queen
205 Harbor Drive

Mailing Address:
Mean Queen, LLC
205 Harbor Drive
Sitka, AK 99835

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



Alaska Alcoholic Beverage Control Board

2023-2024 Master Checklist: Renewal License Application

Doing Business As:	Mean Queen	License Number:	2786
License Type:	Beverage Dispensary		
Examiner:	Trushia Gilliland	Transaction #:	100531523

Document	Received	Completed	Notes
AB-17: Renewal Application	1/03	6/27/23	
App and License Fees	1/03	6/27/23	

Supplemental Document	Received	Completed	Notes
AB-25: Supplier Certification			
AB-33: Restaurant Receipts Aff			
AB-36: Rec Site Statement			
AB-37: Tourism Statement			
AB-39: Change of Officers			
COI / COC / 5 Star / FAA Cert			
FP Cards & Fees / AB-08a			
Late Fee (after 12/31/2022)			
Additional Documents:			
Names on FP Cards:			

	Yes	No	N/A
CBPL Entity Printout included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business License Copy included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Background(s) Completed & Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Special Consideration: _____	Board Meeting Date: 8/22/23		
LGB Sent Date: 7/14/23	LGB Deadline Date: 9/12/23		
LGB 1 Name: ^{LGB} Sitka/Sitka	LGB 2 Name: cc Sitka		
<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive
<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Licensee (Owner):	Mean Queen LLC	License #:	2786
License Type:	Beverage Dispensary		
Doing Business As:	Mean Queen		
Local Governing Body:	City & Borough of Sitka		
Community Council:	Sitka Assembly		

If your mailing address has changed, write the NEW address below:

Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Mary Magnuson	Contact Phone:	907-752-0500
Contact Email:	meanqueenmary@yahoo.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO

AMCO
 JAN 03 2022
 2023



Form AB-17: 2023/2024 License Renewal Application

Section 4 – Ownership Structure Certification

YES NO

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.

MM

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

	2021	2022
1. The license was operated for more than 240 hours throughout each year. (Year-round)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. The license was only operated during a specified time each year. (Not to exceed 6 months per year) <i>If your operation dates have changed, list them below:</i> _____ to _____	<input type="checkbox"/>	<input type="checkbox"/>
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year. <u>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</u>	<input type="checkbox"/>	<input type="checkbox"/>
4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <u>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</u> <u>If you have not met the minimum number of hours of operation in 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "Other" and COVID is listed as the reason.</u>	<input type="checkbox"/>	<input type="checkbox"/>

Section 6 - Violations and Convictions

Have ANY Notices of Violation been issued for this license? YES NO

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022? YES NO

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license, and have provided all required documents for any new or changes of officers.

JAN 13 2023



Form AB-17: 2023/2024 License Renewal Application

- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

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.

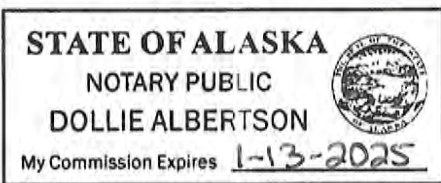
Mary Magnuson
Signature of licensee

Mary Magnuson
Printed name of licensee

Dollie Albertson
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 1-13-2025



Subscribed and sworn to before me this 30 day of December, 2022.

- Restaurant and Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed AB-36: Recreational Site Statement
- Tourism** applications must include a completed AB-37: Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification
- Common Carrier** applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

100531523

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$

partmarked 12/30/22

AMCO
11/13/2023



Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
 LICENSING**

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / [Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Mean Queen LLC

Entity Type: Limited Liability Company

Entity #: 10030346

Status: Good Standing

AK Formed Date: 6/22/2015

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2025

Entity Mailing Address: 205 HARBOR DRIVE, SITKA, AK 99835

Entity Physical Address: 205 HARBOR DRIVE, SITKA, AK 99835

Registered Agent

Agent Name: Mary Magnuson

Registered Mailing Address: 209 MILLS ST A, SITKA, AK 99835

Registered Physical Address: 209 MILLS ST A, SITKA, AK 99835

Officials

AK Entity #	Name	Titles	Owned
	Mary Magnuson	Member	50.00
	Patrick O'Donnell	Member	50.00

Show Former

Filed Documents

Date Filed	Type	Filing	Certificate
6/22/2015	Creation Filing	Click to View	Click to View
6/22/2015	Initial Report	Click to View	
12/17/2016	Biennial Report	Click to View	
12/10/2018	Biennial Report	Click to View	
7/04/2021	Biennial Report	Click to View	
4/10/2023	Biennial Report	Click to View	

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[CONTACT US](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

MEAN QUEEN

205 HARBOR DRIVE, SITKA, AK 99835

owned by

MEAN QUEEN LLC

is licensed by the department to conduct business for the period

January 12, 2022 to December 31, 2023
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

Department of Commerce, Community, and Economic Development DCCED RECEIPTING

State of Alaska / Commerce / Intranet / Receipting / Receipt / #100531523

RECEIPT #100531523

Net Total: \$5,600.00

Comment:

Actions

- [Edit Receipt](#)
- [Internal Receipt](#)
- [Customer Receipt](#)
- [Email Receipt](#)

Transaction #1

Type: Credit Card
Received: 1/3/2023
Amount: \$5,600.00
Payer Name: Mean Queen LLC
CC Last 4: 7038
Auth Code: 765240
Created: 1/24/2023
Owner: soalsfcarrell
Close Out #: 19087
AG #: 12540

Account Item(s)

Type	Amount	Applicant	Ref #
ALC - Renewal Application Fee	\$300.00	Mean Queen	2786
ALC - Alcohol License Fees	\$2,500.00	Mean Queen	2786
ALC - Renewal Application Fee	\$300.00	Mean Queen	5553
ALC - Alcohol License Fees	\$2,500.00	Mean Queen	5553

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
7/14/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

5553

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

[Empty box for license details]

LICENSE FEE: \$2,500.00

1105

CITY / BOROUGH: Sitka
Sitka

D/B/A: Mean Queen - Duplicate
205 Harbor Drive - Downstairs

Mail Address:
Mean Queen, LLC
205 Harbor Drive
Sitka, AK 99835

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

[Signature]

DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
7/14/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

5553

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

[Empty box for license details]

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Sitka
Sitka

D/B/A: Mean Queen - Duplicate
205 Harbor Drive - Downstairs

Mailing Address:
Mean Queen, LLC
205 Harbor Drive
Sitka, AK 99835

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



Alaska Alcoholic Beverage Control Board

2023-2024 Master Checklist: Renewal License Application

Doing Business As:	Mean Queen - Duplicate	License Number:	5553
License Type:	Beverage Dispensary - Duplicate		
Examiner:	<i>Trishna Gilliland</i>	Transaction #:	100531523

Document	Received	Completed	Notes
AB-17: Renewal Application	1/03	6/27/23	
App and License Fees	1/03	6/27/23	

Supplemental Document	Received	Completed	Notes
AB-25: Supplier Certification			
AB-33: Restaurant Receipts Aff			
AB-36: Rec Site Statement			
AB-37: Tourism Statement			
AB-39: Change of Officers			
COI / COC / 5 Star / FAA Cert			
FP Cards & Fees / AB-08a			
Late Fee (after 12/31/2022)			
Additional Documents:			
Names on FP Cards:			

	Yes	No	N/A
CBPL Entity Printout included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business License Copy included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Background(s) Completed & Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Special Consideration: _____	Board Meeting Date: <u>8/22/23</u>		
LGB Sent Date: <u>7/14/23</u>	LGB Deadline Date: <u>9/12/23</u>		
LGB 1 Name: <u>Sitka/Sitka</u>	LGB 2 Name: <u>CC Sitka</u>		
<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive
<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive



Alaska Alcoholic Beverage Control Board
Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Licensee (Owner):	Mean Queen LLC	License #:	5553
License Type:	Beverage Dispensary - Duplicate		
Doing Business As:	Mean Queen - Duplicate		
Local Governing Body:	City & Borough of Sitka		
Community Council:	Sitka Assembly		

If your mailing address has changed, write the NEW address below:

Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Mary Magnuson	Contact Phone:	907-752-0500
Contact Email:	meanqueenmary@yahoo.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023? YES NO

AMCO
 JAN 11 2023
 2023



Form AB-17: 2023/2024 License Renewal Application

Section 4 – Ownership Structure Certification

YES NO

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.

[Handwritten initials]

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- | | 2021 | 2022 |
|---|-------------------------------------|-------------------------------------|
| 1. The license was operated for more than 240 hours throughout each year. (Year-round) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specified time each year. (Not to exceed 6 months per year)
<i>if your operation dates have changed, list them below:</i>
_____ to _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year. <u>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</u> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <u>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</u>
<u>if you have not met the minimum number of hours of operation in 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "Other" and COVID is listed as the reason.</u> | <input type="checkbox"/> | <input type="checkbox"/> |

Section 6 - Violations and Convictions

Have ANY Notices of Violation been issued for this license? YES NO

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022? YES NO

if you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

if you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license, and have provided all required documents for any new or changes of officers.

JAN 03 2023
2023



Form AB-17: 2023/2024 License Renewal Application

- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

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.

Mary Magnuson
Signature of licensee

Mary Magnuson
Printed name of licensee


Dollie Albertson
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 1-13-2025

Subscribed and sworn to before me this 30 day of December, 2022.

TATE OF ALASKA
NOTARY PUBLIC
DOLLIE ALBERTSON
Commission Expires 1-13-2025



- Restaurant and Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed AB-36: Recreational Site Statement
- Tourism** applications must include a completed AB-37: Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification
- Common Carrier** applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

#100531523

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$

AMCO
JAN 11 2023



Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Mean Queen LLC

Entity Type: Limited Liability Company

Entity #: 10030346

Status: Good Standing

AK Formed Date: 6/22/2015

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2025

Entity Mailing Address: 205 HARBOR DRIVE, SITKA, AK 99835

Entity Physical Address: 205 HARBOR DRIVE, SITKA, AK 99835

Registered Agent

Agent Name: Mary Magnuson

Registered Mailing Address: 209 MILLS ST A, SITKA, AK 99835

Registered Physical Address: 209 MILLS ST A, SITKA, AK 99835

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Mary Magnuson	Member	50.00
	Patrick O'Donnell	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
6/22/2015	Creation Filing	Click to View	Click to View
6/22/2015	Initial Report	Click to View	
12/17/2016	Biennial Report	Click to View	
12/10/2018	Biennial Report	Click to View	
7/04/2021	Biennial Report	Click to View	
4/10/2023	Biennial Report	Click to View	

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Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

MEAN QUEEN

205 HARBOR DRIVE, SITKA, AK 99835

owned by

MEAN QUEEN LLC

is licensed by the department to conduct business for the period

January 12, 2022 to December 31, 2023
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

Department of Commerce, Community, and Economic Development DCCED RECEIPTING

State of Alaska / Commerce / Intranet / Receipting / Receipt / #100531523

RECEIPT #100531523

Net Total: \$5,600.00

Comment:

Actions

- [Edit Receipt](#)
- [Internal Receipt](#)
- [Customer Receipt](#)
- [Email Receipt](#)

Transaction #1

Type: Credit Card
Received: 1/3/2023
Amount: \$5,600.00
Payer Name: Mean Queen LLC
CC Last 4: 7038
Auth Code: 765240
Created: 1/24/2023
Owner: soa\sfcarell
Close Out #: 19087
AG #: 12540

Account Item(s)

Type	Amount	Applicant	Ref #
ALC - Renewal Application Fee	\$300.00	Mean Queen	2786
ALC - Alcohol License Fees	\$2,500.00	Mean Queen	2786
ALC - Renewal Application Fee	\$300.00	Mean Queen	5553
ALC - Alcohol License Fees	\$2,500.00	Mean Queen	5553



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 23-097 Version: 1 Name:

Type: Item Status: AGENDA READY

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

On agenda: 8/8/2023 Final action:

Title: Appoint Amanda Roberts to an unexpired term on the Health Needs and Human Services Commission

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and application](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO appoint Amanda Roberts to an unexpired term on the Health Needs and Human Services 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: CBS Health Needs and Human Services Commission

Name: Amanda Roberts

Phone Number: [REDACTED]

Mailing Address: [REDACTED]

Email Address: [REDACTED]

Length of Residence in Sitka: Born and Raised

Registered to vote in Sitka? **XYes** **No**

Employer Business Name and your position: SouthEast Alaska Regional Health Consortium (SEARHC), Health Educator II for the Community Wellness Dept.

Organizations you belong to or participate in: Sitka Moose Lodge #1350 Vice President; Sitka Homeless Coalition Board Member; Alaska Health Fair Board Member for SE (recently stepped down); and also a member of the Sitka Health Summit Coalition, HOPE Coalition, Partnership for a Tobacco-Free Southeast Coalition, and Sitka Tribe of Alaska Health and Human Services Committee.

Explain your main reason for applying: I am very dedicated to my job and have a deep passion for creating healthy, sustainable positive change for my hometown to be experienced for generations to come, and have been very lucky to be involved in many projects to already have made an impact in so many exciting ways. I strongly believe that I have a lot that I could bring to the table for the CBS HNHS Commission as a member.

What experience or credentials will you bring to the board, commission, or committee membership? My area of expertise specifically is tobacco, working for over 13 years under the State of Alaska Tobacco Prevention and Control Grant. I have worked for SEARHC for 20 years, formerly for the Raven's Way Substance Abuse Youth Treatment Program as a Counselor Technician. I have helped many organizations adopt smoke-free and tobacco-free policies, tobacco taxes, helped to pass and implement Tobacco 21 in Sitka (1st community in the state!), and have provided education in the school districts and community wide through presentations and media campaigns. I have facilitated and co-facilitated/organized many community health-related meetings for over a decade. I have organized and facilitated community cleanups for our downtown streets and parks through SEARHC, as well as hosting Adopt a Highway cleanups for the Sitka Moose Lodge. I would be happy to include my resume for further details of my background and 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? **X**Yes **No** I would be happy to make myself available if desired.

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** **X** **No**

If yes, please explain: N/A

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: 7/19/23 **Applicant Signature:** 



Health Needs and Human Services Commission

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
TRISTAN GUEVIN 200 Seward Street	907-738-5415 tristan.guevin@gmail.com	3/23/21 2/9/22	1/8/22 2/9/25	Resigned 7/24/2023
LAKOTA HARDEN 113 Metlakatla Street	510-827-7689 lakotaharden@yahoo.com	3/23/21 11/8/22	11/26/22 11/8/25	
ANNETTE EVANS PO Box 902	406-579-1936 wannitta12@yahoo.com	1/24/23	12/8/23	
ELISE DAVIDSON KITKA 113 Metlakatla Street	907-738-7057 ekitka@scpsak.org	2/28/23	4/13/24	
RACHEL WORTHEY 705 Sawmill Creek Road	731-610-5199 rachelworthey@gmail.com	6/14/23	8/24/24	
ALBERT (ALEC) DUNCAN 2716 Halibut Point Road Space #21	907-738-0975 albert.duncan@sitkatriben-sn.gov	4/13/22	11/9/24	Resigned 8/31/22
DOUG OSBORNE 222 Tongass Drive	907-966-8674 douglaso@searhc.org	1/27/15 10/24/17 11/10/20	10/14/17 10/24/20 11/10/23	Resigned 1/31/23
Jess Earnshaw Deputy Clerk	907-747-1826 jessica.earnshaw@cityofsitka.org			Secretary
Crystal Duncan PO Box 174	907-738-1910 assemblyduncan@cityofsitka.org			Assembly Liaison
Kevin Mosher 100 Lincoln Street	907-752-0467 assemblymosher@cityofsitka.org			Alternate Assembly Liaison

Established by Ordinance 2013-23

7 members, 3-year terms. A vacancy on the commission shall be filled by appointment by the Assembly for any remainder of an unexpired term.

Meeting schedule: 3rd Wednesday of the month; Noon at Harrigan Centennial Hall, 330 Harbor Drive – Meetings are to be held no less than four times per year.

Revised: July 24, 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: 8/8/2023 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
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POSSIBLE MOTION


I MOVE TO approve Ordinance 2023-17 on first 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: 8/8/2023 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:

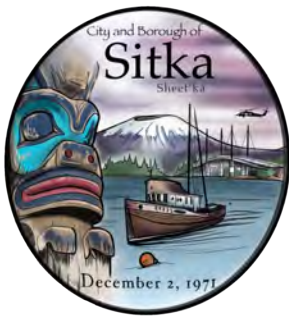
Code sections:

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

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve Ordinance 2023-18 on first 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

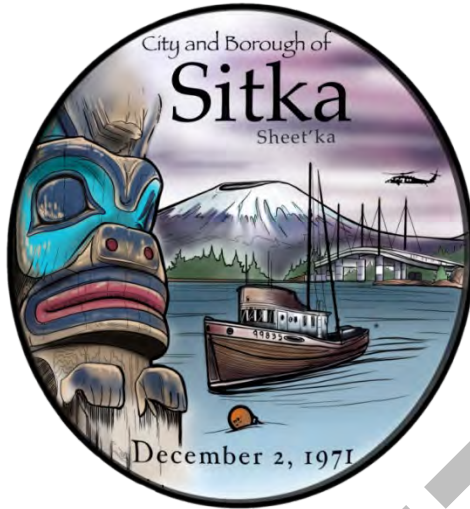
58

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 revest title in itself with respect to the leasehold estate of Lessee in the Premises after an Event of Default by Lessor which is not cure 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 revesting 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 be 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 many 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:

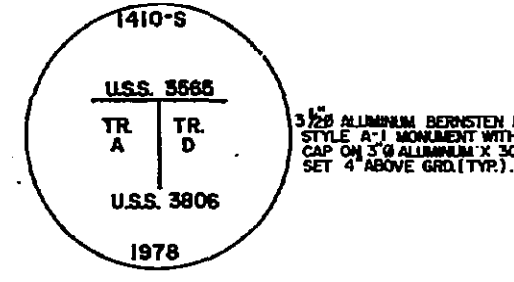
BEGINNING AT THE ORIGINAL GLO/BLM MONUMENT CORNER NO. 1, U.S. SURVEY NO. 3806, SAID MONUMENT HAVING AN APPROXIMATE GEOGRAPHIC POSITION OF LATITUDE = 57°06'N; LONGITUDE = 135°23'12"W; THENCE ALONG LINE 1-2, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY BETWEEN TRACT C, U.S. SURVEY NO. 3806; 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°27'15" E - 285.18' 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.

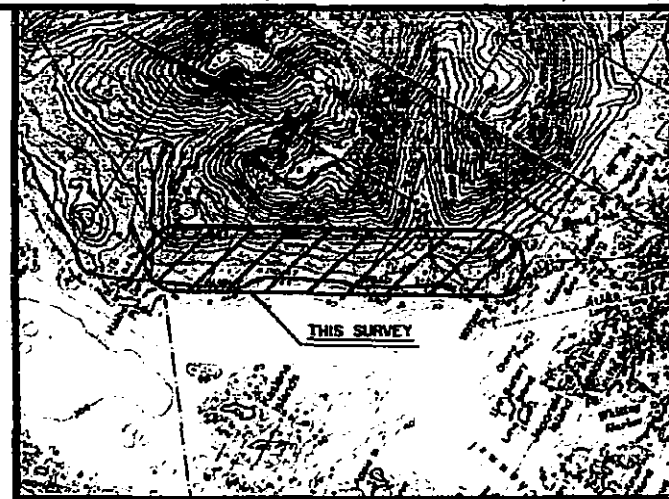
CONTAINING 380.17 ACRES (153.85 HECTARES)

GENERAL NOTES

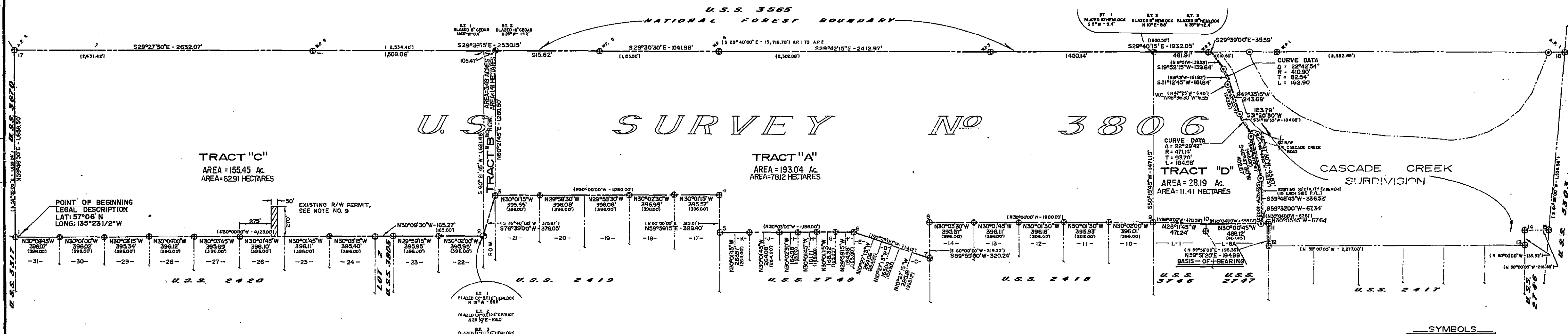
- AUTHORIZATION TO CONDUCT THE BOUNDARY RETRACEMENT SURVEY OF U.S. SURVEY NO. 3806 AND SUBSEQUENT SUBDIVISION OF SAID LAND INTO TRACTS A, B, C AND D, U.S. SURVEY NO. 3806 WAS BY LETTER DATED SEPTEMBER 18, 1978 FROM MR. GENE REHFELD, CITY ENGINEER, CITY AND BOROUGH OF SITKA, ALASKA.
- SPECIAL INSTRUCTIONS 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' MADDY BABBIT 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" = 63,360
DATE: A-4: 1951; A-5: 1951
REV: A-4: 1969; A-5: 1965



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

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. 79-4 DATED 4/19/79 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 48915 DATED 4/19/79 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

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

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

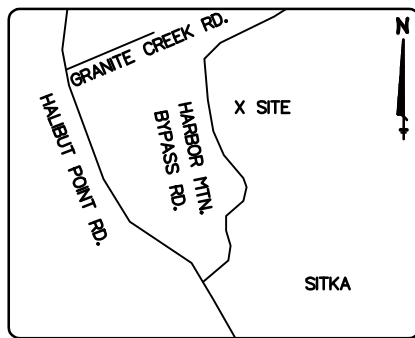
SURVEYOR'S STATEMENT
I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO CONDUCT LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND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

SEAL OF SITKA
CLERK-TREASURER
SEAL

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS
ANCHORAGE, ALASKA
ALASKA STATE LAND SURVEY NO. 79-4
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: *Al Carason*
DIRECTOR
CHECKED BY FILE NO. 2314, 081 79-1 (ASL 79-4)

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

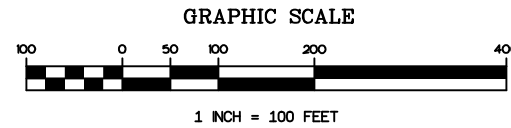
DATE OF SURVEY Beginning 9-22-78 Ending 10-15-78	NAME OF SURVEYOR R & M CONSULTANTS, INC. P.O. BOX 1706 SITKA, ALASKA 99802
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF LANDS ANCHORAGE, ALASKA	
ALASKA STATE LAND SURVEY NO. 79-4 BOUNDARY RETRACEMENT & SUBDIVISION SURVEY OF U.S. SURVEY NO. 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	FILE NO. 2314, 081 79-1 (ASL 79-4)



VICINITY MAP NOT TO SCALE



SITE OVERVIEW:
(1"=200')



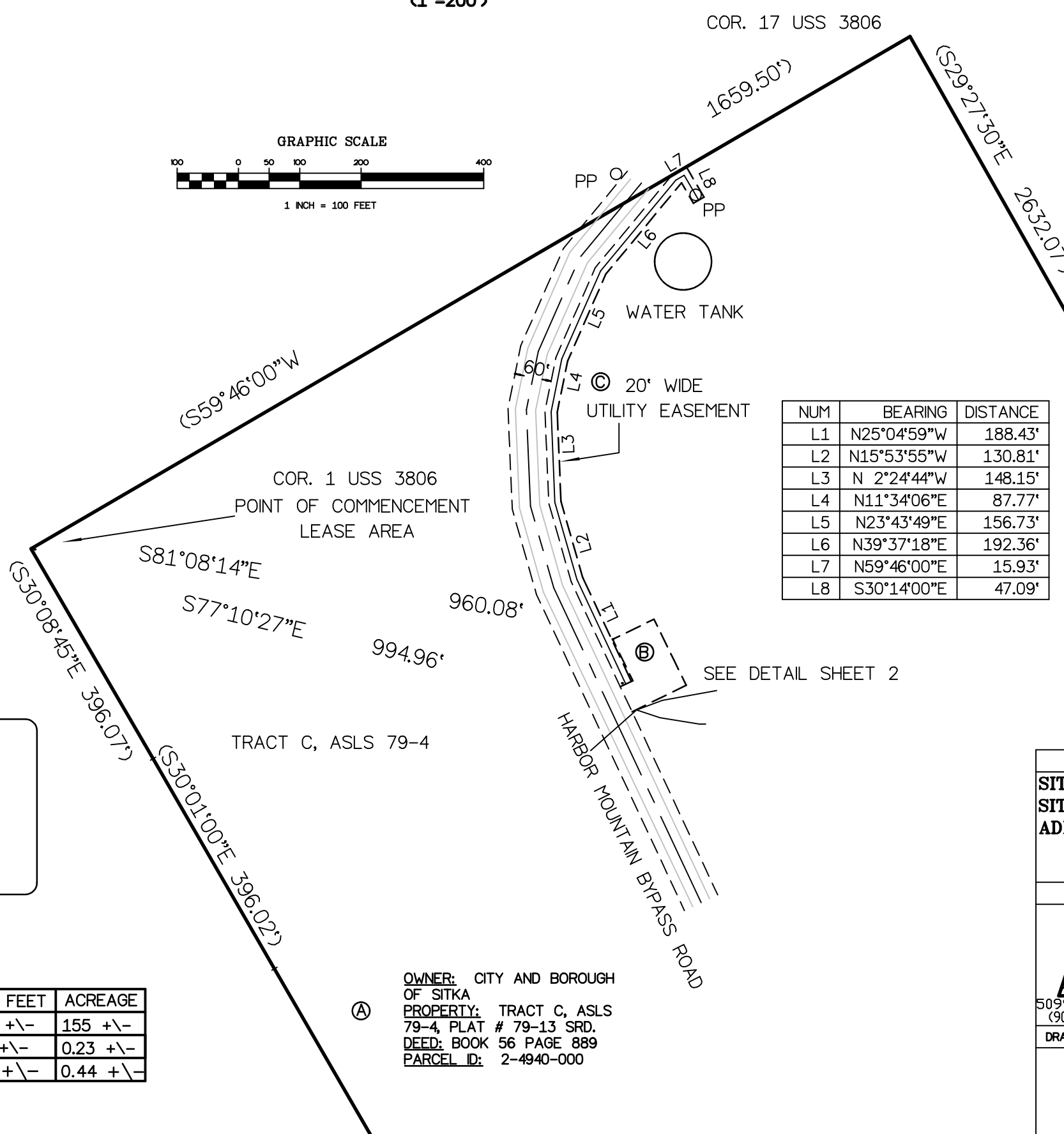
LEGEND:

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
Ⓐ	PARENT PARCEL	6.7 MIL ±	155 ±
Ⓑ	LEASE AREA	10,034 ±	0.23 ±
Ⓒ	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

NEW HORIZONS
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.

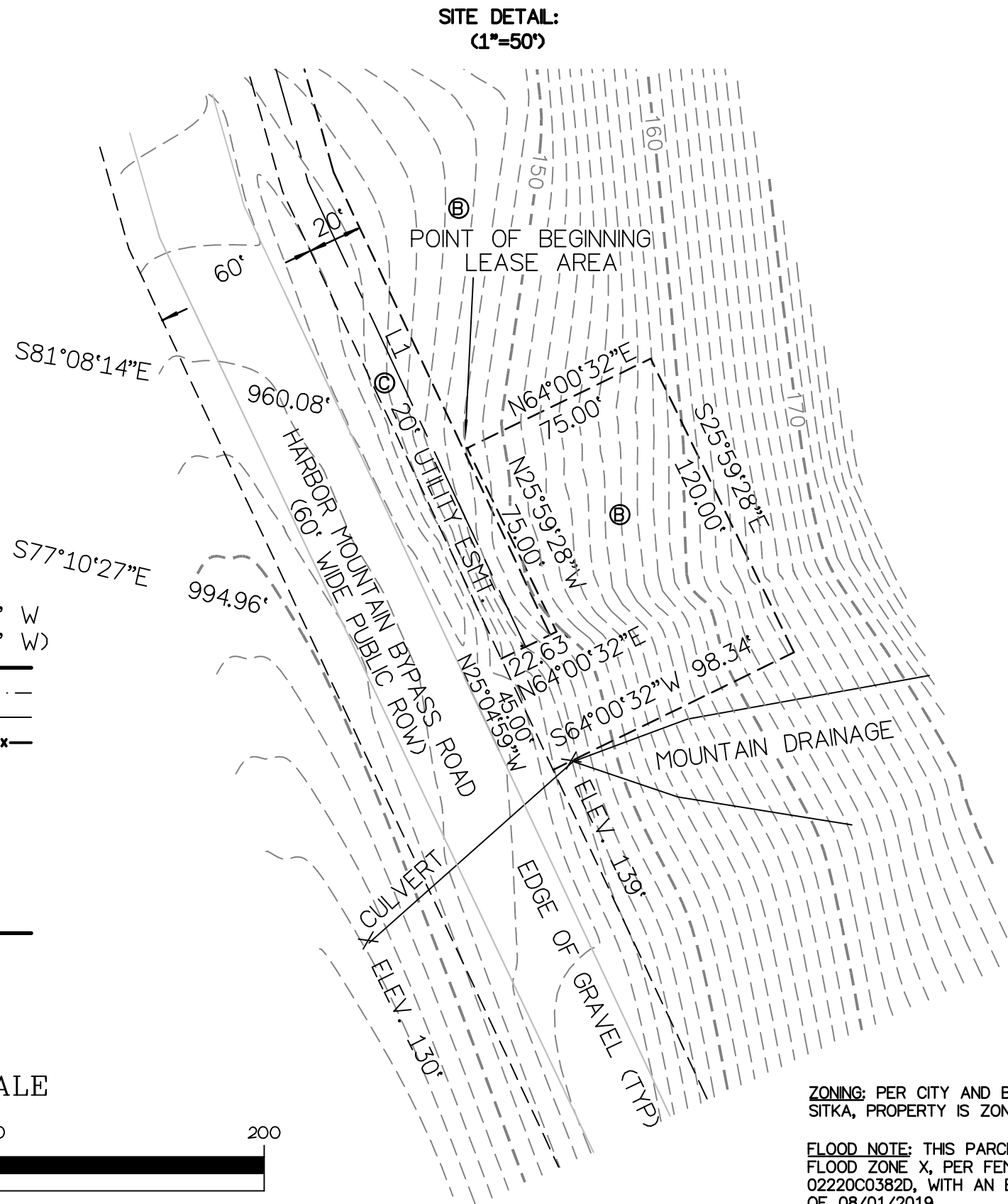
LEGEND:

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.

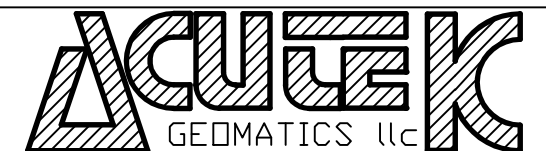
	AREA TABLE	SQUARE FEET	ACREAGE
(A)	PARENT PARCEL	6.7 MIL +/-	155 +/-
(B)	LEASE AREA	10,034 +/-	0.23 +/-
(C)	UTILITY EASEMENT	19,342 +/-	0.44 +/-

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



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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:

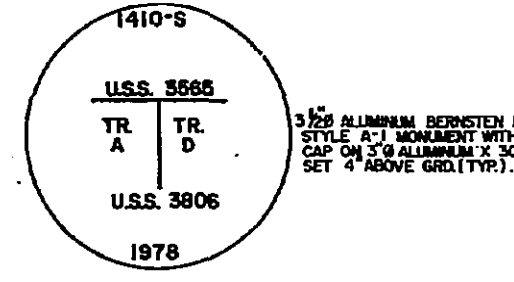
BEGINNING AT THE ORIGINAL GLO/BLM MONUMENT CORNER NO. 1, U.S. SURVEY NO. 3806, SAID MONUMENT HAVING AN APPROXIMATE GEOGRAPHIC POSITION OF LATITUDE = 57°06'N; LONGITUDE = 135°23 1/2'W; THENCE ALONG LINE 1-2, U.S. SURVEY NO. 3806, SAID LINE BEING THE COMMON BOUNDARY BETWEEN TRACT C, U.S. SURVEY NO. 3806; 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°03'15" 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 30°27'15" E - 285.18' 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.

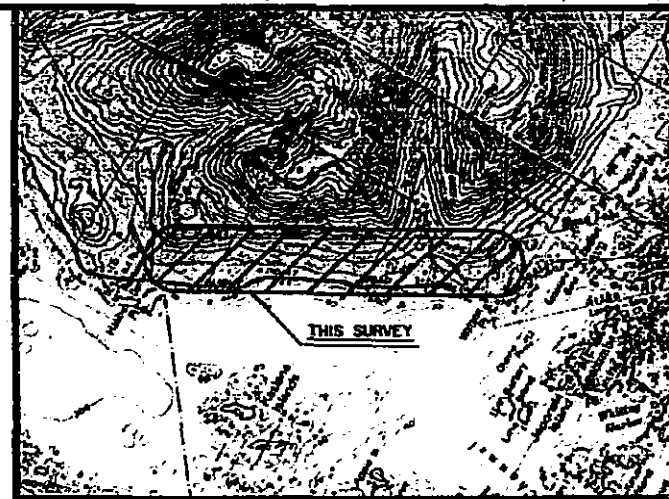
CONTAINING 380.17 ACRES (153.85 HECTARES)

GENERAL NOTES

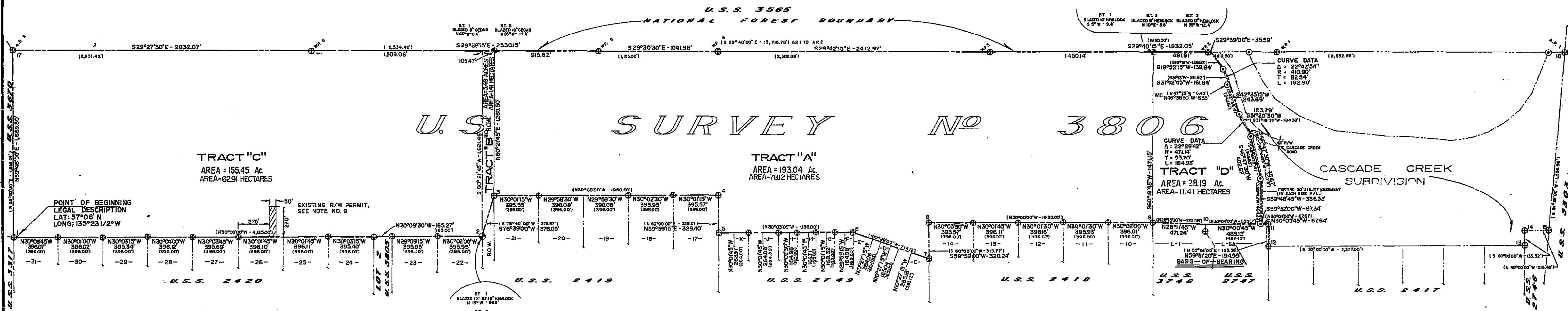
- 1. AUTHORIZATION TO CONDUCT THE BOUNDARY RETRACEMENT SURVEY OF U.S. SURVEY NO. 3806 AND SUBSEQUENT SUBDIVISION OF SAID LAND INTO TRACTS A, B, C AND D, U.S. SURVEY NO. 3806 WAS BY LETTER DATED SEPTEMBER 18, 1978 FROM MR. GENE REHFELD, CITY ENGINEER, CITY AND BOROUGH OF SITKA, ALASKA.
2. SPECIAL INSTRUCTIONS 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.
3. 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.
4. 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' MADDY BABBIT TAPE CERTIFIED TO A STANDARD LORAN TAPE, NUMEROUS HAND TOOLS, ETC.
5. 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.
6. 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'.
7. 1 U.S. ACRE = 0.4047 HECTARE.
8. 1 METER = 3.280833 U.S. SURVEY FEET.
9. 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.
10. 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.
11. 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

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. 79-11, DATED 2-27-79, 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 48915, DATED 2/27/79, 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

NOTARY'S ACKNOWLEDGEMENT SUBSCRIBED AND SWORN TO BEFORE ME THIS 19 DAY OF April, 1979. Sharon C. Juelich MY COMMISSION EXPIRES December 1980. 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

ATTEST: [Signature] SECRETARY SEAL 79-615

ATTEST: [Signature] CLERK-TREASURER SEAL

COPY RECORDED - FILED Sitka REC. DIST. DATE: 4-26-79 TIME: 9:10 A.M. Approved by AS/RL

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 table with icons for recovered GLO/BLM monument, survey boundary line, primary monument, and monument set by other.

Form containing survey details: DATE OF SURVEY (Beginning 9-22-78, Ending 10-15-78), NAME OF SURVEYOR (R & M CONSULTANTS, INC.), STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF LANDS, and approval signatures.



**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.

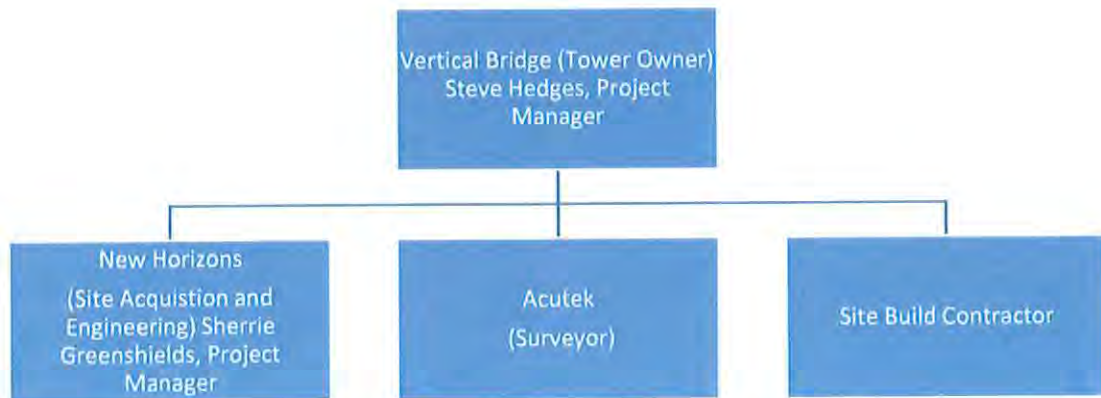
3.0 List of Projects

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

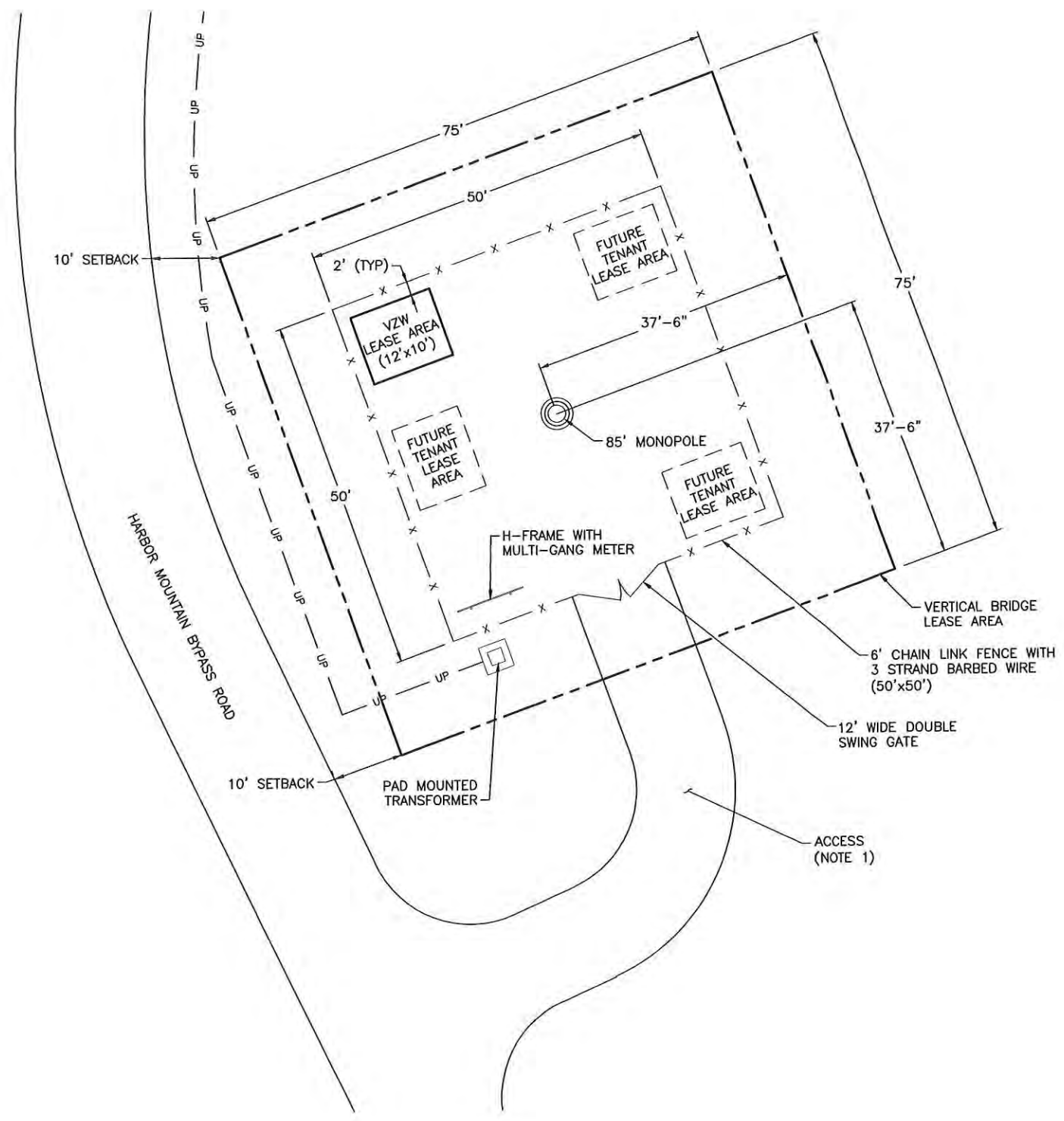
VERTICAL BRIDGE
GRANITE CREEK
US-AK-5268

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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PRELIMINARY SITE PLAN

REV	DESCRIPTION	DATE
A	ISSUE FOR REVIEW	201028

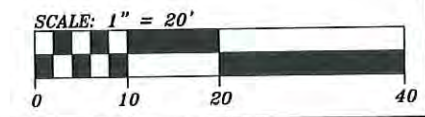
**VERTICAL BRIDGE
 GRANITE CREEK
 US-AK-5268**

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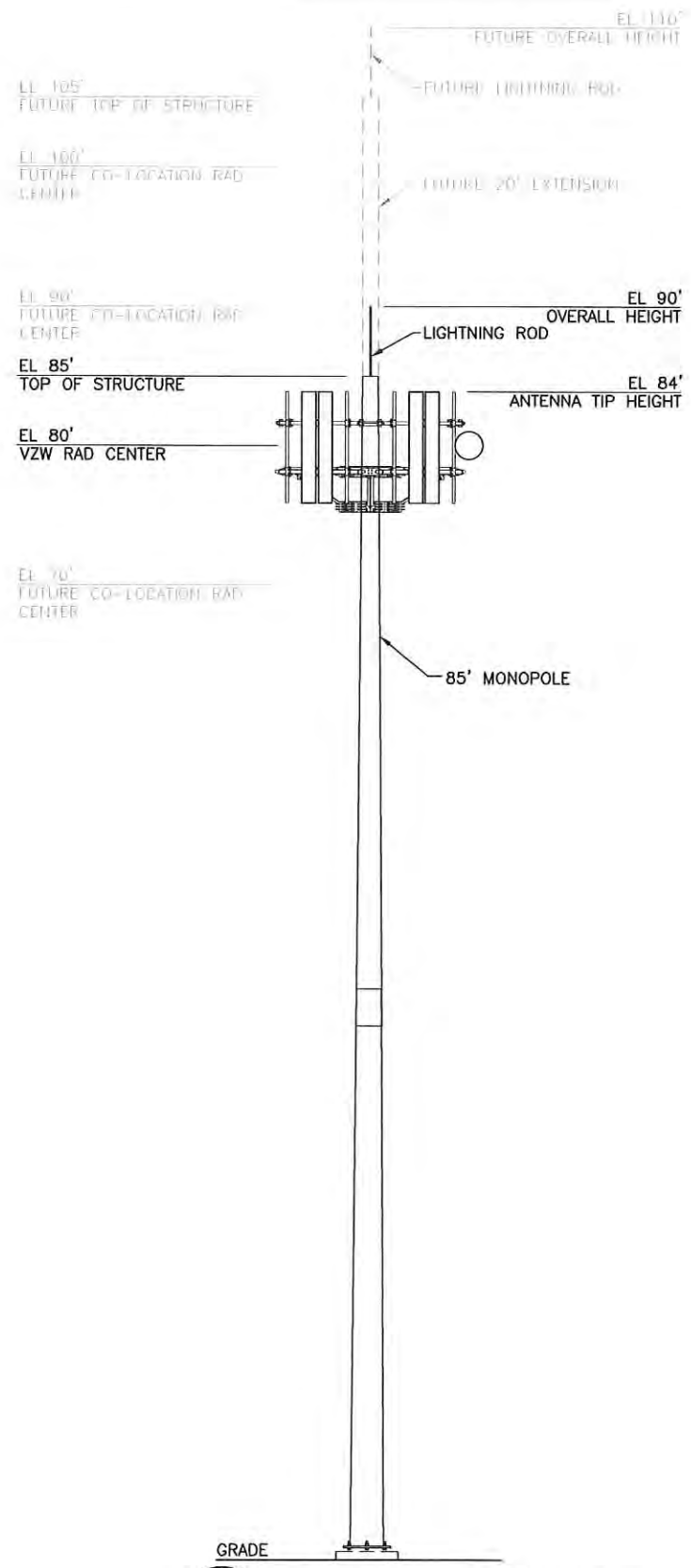
COMPOUND PLAN

C1.1

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



FILE: X:\20 JOBS\20-0089-90 VERTICAL BRIDGE - VERTICAN BRIDGE - 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: 8/8/2023 Final action:

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

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

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

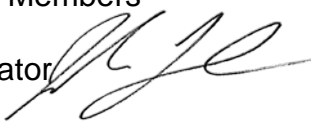


CITY AND BOROUGH OF SITKA

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**

35
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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51
52 **ATTEST:**

Steven Eisenbeisz, Mayor

53
54
55
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57 _____
58 **Sara Peterson, MMC**
59 **Municipal Clerk**

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 #: 23-098 Version: 1 Name:

Type: Item Status: AGENDA READY

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

On agenda: 8/8/2023 Final action:

Title: 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

Sponsors:

Indexes:

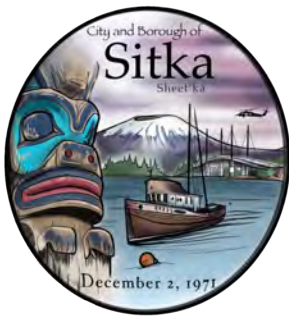
Code sections:

Attachments: [Motion and memo](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO 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.




CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Ron Vinson, Public Works Director
Melissa Henshaw, Public and Government Relations Director

Date: August 2, 2023

Subject: Authorization to Apply to the US Department of Transportation Rural and Tribal Assistance Pilot Program Grant to Fund a Condition Assessment for two CBS-owned bridges

Background

The Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law or BIL, created the Rural and Tribal Assistance Pilot Program (the Program) to provide early-stage development assistance for rural and tribal infrastructure projects. The Program will award grants for either the hiring of staff or the procurement of expert firms to provide financial, technical, and legal assistance; assistance with development phase activities; and information regarding innovative financing best practices and case studies.

The grants are intended to augment organizational capacity in communities that may not have resources available to evaluate and develop projects that qualify for federal funding and financing programs. Projects receiving assistance must be reasonably expected to be eligible for one or more of the Department's lending or grant program including: TIFIA, RRIF, INFRA, RAISE, Mega, and the National Culvert Removal, Replacement, and Restoration Grant program.

- Applications are due August 14 at 2:00 p.m. ET.
- Award range is \$150,000 to \$360,000.
- Grants will be provided on a first-come first-served basis.
- No local funding match is required.
- Funds are to be expended within 3 years.
- Expected award date by December.

Link to the program: <https://www.transportation.gov/buildamerica/RuralandTribalGrants>

The application is asking to fund condition assessments for two CBS-owned bridges, 1) Sawmill Creek Powerplant Access Bridge and, 2) Granite Creek Landfill Bridge. Condition assessments of bridges that are owned by the City and Borough of Sitka have been performed at a high-level from partnering agencies in the past. Most recently, an assessment in 2022 indicated areas of concern. These assessments will include a more thorough analysis and the development of mitigation recommendations for the CBS to use in future planning efforts.

Bridge projects that result from this assessment may be eligible for at least two of the Department of Transportation's lending or grant programs that are listed.

This project is supported in the [Sitka's Strategic Plan 2022-2027](#) as goal 4: Plan and invest in sustainable infrastructure for future generations, specifically 4.1: Identify and pursue funding to address existing capital needs and deferred maintenance.

Fiscal Note

The condition assessment for the Granite Creek Landfill Bridge has been identified as a need in the FY2024 budget. The condition assessment for the Granite Creek Landfill Bridge is in the FY2024 capital budget at \$250,000, so any grant funding would reduce what must be covered from working capital from the Solid Waste Fund. No funding has been appropriated for the Sawmill Creek powerplant Access Bridge, so a new appropriation would be required. There is no match requirement for the grant funds.

Recommendation

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.