



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 Thor Christianson,
Vice Deputy Mayor Valorie Nelson,
Kevin Knox, Kevin Mosher, Crystal Duncan, Rebecca Himschoot*

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

Tuesday, October 12, 2021

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

IV. CORRESPONDENCE/AGENDA CHANGES

V. CEREMONIAL MATTERS

None.

[21-159](#) Reminders, Calendars, and General Correspondence

Attachments: [Reminders and Calendars](#)

[2021 PW Progress Reports - 10 October](#)

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

[21-151](#) Special Report - Sitka Landslide Warning System Update

Attachments: [Sitka Landslide Warning System](#)

VII. 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.

VIII. CONSENT AGENDA

All matters under Item VIII 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** [21-150](#) Approve the minutes of the September 14, 23, and 28 Assembly meetings

Attachments: [Consent and Minutes](#)

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

See New Business Item H

X. UNFINISHED BUSINESS:

- B** [ORD 21-29](#) Authorizing the sale of the former Sitka Community Hospital Site located at 209 Moller Drive, 202 Brady Street, 204 Brady Street, and 302 Gavan Street to the Southeast Alaska Regional Health Consortium (SEARHC)

Attachments: [Motion Ord 2021-29](#)

[02 Memo Sale of Former SCH Site](#)

[03 Sale of Former SCH Site Attachments](#)

[04 Ord 2021-29](#)

- C** [ORD 21-36](#) Making supplemental appropriations for Fiscal Year 2022 (FY2021 Open Purchase Orders)

Attachments: [Motion Ord 2021-36](#)

[Memo and Ord 2021-36](#)

- D** [21-152](#) Approve the Municipal Clerk's Certificate of Election

Attachments: [Motion Certificate of Election 2021](#)

[Certificate of Election Final 101221](#)

- E** [21-153](#) Recognize outgoing Assembly Member(s) - followed by a short recess

Attachments: [Recognize Outgoing Members](#)

[Nelson Service Award](#)

XI. NEW BUSINESS:

- F** [21-154](#) Oath of Office - Newly Elected Officials

Attachments: [OATH OF OFFICE Assembly Member](#)

- G** [21-157](#) Discussion / Direction on leasing city tidelands adjacent to 1406 Sawmill Creek Road to Sharon and Lisa Williamson
Attachments: [Discussion Direction tidelands lease](#)
[Signed Assembly Memo 1406 SMC Tidelands Lease Request](#)
[Lease Supporting Documents 1406 SMC Tidelands](#)
- H** [21-155](#) Approve a standard marijuana cultivation facility license renewal application for Darren H. Phillips dba Fiberlite at 120 Jarvis Street Unit C
Attachments: [Motion and documentation](#)
- I** [21-156](#) Appoint 1) Karen Lucas to a three-year term on the Historic Preservation Commission, and 2) Thomas Martin to an unexpired term on the Library Commission
Attachments: [Motion](#)
[Lucas application and roster](#)
[Martin application and roster](#)
- J** [ORD 21-37](#) Amending Title 2 “Administration” of the Sitka General Code by updating Chapter 2.04 “City and Borough Assembly” to include a land acknowledgment to the agenda (1st reading)
Attachments: [Motion Ord 2021-37](#)
[Ord 2021-37](#)
- K** [21-158](#) Assignments: Deputy Mayor, Vice-Deputy Mayor, and Assembly Liaisons
Attachments: [Appoint Deputy and Vice Deputy 2021](#)
[LIAISONS 2020-2021](#)

XII. PERSONS TO BE HEARD:

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

XIII. REPORTS

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

XIV. EXECUTIVE SESSION

Not anticipated.

XV. 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 747-1811. A hard copy of the Assembly packet is available at the Sitka Public Library. Regular Assembly meetings are livestreamed through the City's website, aired live on KCAW FM 104.7, and broadcast live on local television channel 11. To receive Assembly agenda notifications, sign up with GovDelivery on the City website.

*Sara Peterson, MMC, Municipal Clerk
Publish: October 8*



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-159 **Version:** 1 **Name:**

Type: Item **Status:** AGENDA READY

File created: 10/7/2021 **In control:** City and Borough Assembly

On agenda: 10/12/2021 **Final action:**

Title: Reminders, Calendars, and General Correspondence

Sponsors:

Indexes:

Code sections:

Attachments: [Reminders and Calendars](#)
[2021 PW Progress Reports - 10 October](#)

Date	Ver.	Action By	Action	Result
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REMINDERS

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
Tuesday, October 12	Regular Meeting	6:00 PM
Tuesday, October 26	Work Session <i>Climate Action Task Force</i>	5:00 PM
Tuesday, October 26	Regular Meeting	6:00 PM



October 2021

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday		Saturday
26	<u>Sep</u>	27	28	29	30	1	<u>Oct</u>	2
			5:00pm Work Session: Sound Development 6:00pm <u>Regular Assembly Mtg</u>					
3		4	5	6	7	8		9
			Municipal Election	6:00pm School Board - Liaison Himschoot 7:30pm Planning Commission - Liaison Christianson	12:00pm Climate Action Task Force			
10		11	12	13	14	15		16
			12:00pm Parks and Recreation Committee- Liaison Mosher 6:00pm <u>Regular Assembly Mtg</u>	5:00pm Tree & Landscape - Liaison Himschoot 6:00pm Historic Preservation Commission- Liaison Duncan 6:00pm Library Commission- Liaison Nelson				
17		18	19	20	21	22		23
		HOLIDAY	6:30pm Climate Action Task Force	12:00pm Health Needs & Human Services - Liaison Duncan 7:30pm Planning Commission - Liaison Christianson				
24		25	26	27	28	29		30
			5:00pm Work Session- Climate Action Task Force 6:00pm <u>Regular Assembly Mtg</u>	5:30pm Police and Fire - Liaison Nelson				

November 2021

Sunday		Monday		Tuesday	Wednesday	Thursday	Friday	Saturday
31	<u>Oct</u>	1	Nov	2	3	4	5	6
					6:00pm <u>School Board - Liaison Himschoot</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>			
7		8		9	10	11	12	13
				12:00pm <u>Parks and Recreation Committee- Liaison Mosher</u> 6:00pm <u>Regular Assembly Mtg</u> 6:30pm <u>Climate Action Task Force</u>	5:00pm <u>Tree & Landscape - Liaison Himschoot</u> 6:00pm <u>Historic Preservation Commission- Liaison Duncan</u>			
14		15		16	17	18	19	20
					12:00pm <u>Health Needs & Human Services - Liaison Duncan</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>			
21		22		23	24	25	26	27
				6:00pm <u>Regular Assembly Mtg</u> 6:30pm <u>Climate Action Task Force</u>	5:30pm <u>Police and Fire - Liaison Nelson</u>			

PUBLIC WORKS ASSEMBLY UPDATE
WORK COMPLETED THROUGH SEPTEMBER 2021

Wastewater Treatment Plant (WWTP) Rehabilitation (CONSTRUCTION PHASE)		
General	Schedule	Budget
Project is Physically Complete		Within budget
Key Status Updates:		
<ul style="list-style-type: none">Total Project 99.9% completeDesign 100% completeConstruction 100% completeBudget 90.49% spentConsultant Construction Administration 99% completeOne-year warranty period 1% complete (began at Physical Completion)		
Milestones This Period:		
<ul style="list-style-type: none">Physical Completion		
Future Milestones:		
<ul style="list-style-type: none">Final Completion (completion of all paperwork), due November 1, 2021.		
Estimated Total Project Cost: \$9,782,000		
Authorized Budget:		
<ul style="list-style-type: none">WW Fund Working CapitalWW Working Capital moved to the SCADA Control ProjectDEC Loans		<div>\$263,000</div> <div>(\$218,000)</div> <div><u>\$9,737,000</u></div> <div>\$9,782,000</div>
Total Available Project Funding		
Contracts:		
<ul style="list-style-type: none">McCool Carlson Green (design):MCG Constructors, Inc./DCI Joint Venture (w/CO-1):		<div>\$955,284</div> <div>\$7,432,800</div>
Background		
<p>The Wastewater Treatment Plant was built in the early 1980’s and many of the building systems, including the building envelope (exterior siding, windows and doors), electrical, plumbing and mechanical, including the heating, ventilation and air conditioning (ventilation air) system, failed or were past their useful life and required replacement. The air quality within the building was inadequate and corrosive, which corroded the exposed piping and metal within the building. The rehabilitation of the building addressed and corrected these problems.</p>		

Sitka Seaplane Base (SPB) (PLANNING & DESIGN PHASES)

General Completion EA contingencies, to begin design phase	Schedule	Budget Grant funding secured for Design
Key Status Updates: <ul style="list-style-type: none"> • Total Project is 15% complete • Design and Bidding is 0% complete • Construction is 0% complete • Permitting is 25% complete • Budget is 20.82% spent • Land Acquisition 30% complete • Facility Planning and Environmental Assessment (EA) 99% complete 		
Milestones This Period: <ul style="list-style-type: none"> • Received \$3.2 million AIP design grant from Federal Aviation Administration (FAA). • Assembly approved resolution 2021-18 supporting the development of a new public use seaplane base. • Received favorable Preliminary Decision form ADEED for the sale of the proposed upland parcel to the CBS for the SPB. • Negotiated Scope of Work and Fee Schedule for the Aviation Professional Services for design and bidding with DOWL. • Prepared and submitted grant applications for design and land acquisition. 		
Future Milestones: <ul style="list-style-type: none"> • Execute a Professional Services Contract with DOWL for the SPB Design and Bidding. • The land acquisition grant application will be resubmitted in the next funding cycle once a purchase agreement is executed between the CBS and ADEED for the upland parcel and the Deed restriction is vacated: September 2021 – March 2022. • Complete the conveyance to the CBS from DNR of ~30 acres submerged and tidelands in the Sitka Channel adjacent to the upland parcel for the SPB. • Design (timeline includes grant application, permitting, and bidding) September 2021 – March 2024. • Completion of Environmental Contingencies: October 2022. • Construction: 2024-2025. 		
Estimated Total Project Cost: \$19.8 million		
Authorized Budget: PHASE 2: <ul style="list-style-type: none"> • Federal Aviation Administration Airport Improvement Program – Design Grant- \$3,208,066.00 PHASE 1: <ul style="list-style-type: none"> • Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant \$ 842,629.00 • General Fund Working Capital (Require CBS Match @ 6.25%) \$56,176.00 <ul style="list-style-type: none"> ○ Total Available Phase 1 Funding \$898,805.00 <p style="text-align: right;">Total Available Project Funding \$4,106,871.00</p>		

Contracts:

- | | |
|--|----------------|
| • DOWL | \$707,079.00 |
| • DOWL Design Contract (to be executed) October 2021 | \$2,280,281.00 |

Background

The existing Seaplane Base has been operating for more than 65 years and is at the end of its useful life. The Assembly passed an action plan to construct a new facility just inside the breakwater on Japonski Island (end of Seward Street) making this a top priority to secure Federal funding, land, and ultimately construction. Federal funding is anticipated to cover 93.75% of the cost of construction and another \$150k per year in annual entitlements for the Airport Capital Improvements Program (ACIP) for long term major maintenance or expansion projects. Developing the SPB ACIP (5-year plan) along with an airport operation plan for airport sustainability are tasks included in the project planning and design development of the project.

For more information and history on this project, visit www.dowl.com/outreach and look for the Sitka SPB Project or visit the City website at:

<http://www.cityofsitka.com/government/departments/publicworks/SitkaSeaplaneBaseSitingStudy.htm>

Airport Terminal Improvements (DESIGN PHASE)

General	Schedule	Budget
Complicated phasing & funding	Funding delays	Additional funding sources required
Key Status Updates: <ul style="list-style-type: none"> • Total Project is 11% complete. • 35% design is 93% complete. • Construction is 0% complete. • Permitting is 0% complete. • Current budget is 15.89% spent. 		
Milestones This Period: <ul style="list-style-type: none"> • Completed draft Request For Proposal (RFP) and Bid documents to select a general contractor to participate in the design and construction phases of the project. 		
Future Milestones: <ul style="list-style-type: none"> • Advertise Request For Proposal and select general contractor. • Complete the 65% design milestone: March 2022, total project. • 65% design phase TSA Baggage Screening Area: January 2022. • Construct phase 1: 2022/2023. • Construction To Be Determined pending funding. • Identify funding sources to fill the predicted funding shortfalls for terminal improvements beyond the Passenger Facility Charges (PFC) & Bonding and Airport Improvement Program 		

(AIP) grant through the State, like airport terminal user fees, parking fees, curbside, and taxi permit fees, which are all typical Airport Revenue sources.	
Estimated Total Project Cost: \$18.5 - \$20 million.	
Authorized Budget:	
• Passenger Facility Charge Revenue	\$4,025,000 - Bond Secured
• TSA Design Grant	\$158,569 - Secured
• TSA Design Grant Amendment	\$86,817 - Secured
• TSA Construction Grant Funding	\$3,397,500 - Unsecured
• AIP Grant AK-DOT Funding Plan FY23	\$7,000,000 - Unsecured
Contracts:	
• MCG Architects (design)	\$552,243
Background:	
<p>The Airport Terminal Improvement Project is intended to remedy existing critical problems identified in the Airport Terminal Master Plan 2008-2011, including working conditions in the baggage make-up area and TSA baggage screening area, as well as problems with congested passenger queuing, screening, baggage, fish boxes, waiting areas and passenger flow. CBS accepted a TSA design grant and a recent grant amendment totaling \$245,385.95 to design specific improvements to the TSA Baggage Screening Area. Other areas impacted by these design changes are ineligible for the TSA design funding. The Assembly approved moving forward to the 65% Schematic Design Milestone for the preferred concept plan that was presented in the Assembly work-session August 8, 2017. Passenger Facility Charges (PFC) were applied for and approved by the State and Federal Aviation Administration (FAA). Collection of the Passenger Facility Charges (PFC) began May 1, 2018. The total anticipated revenue collection over the 20-year period of collection is \$6,840,000.00, which will finance the \$4,025,000 revenue bond along with its fees and debt service. The CBS received confirmation from the State that the project is in the States FY23 Airport Improvement Program (AIP) Funding Plan for \$7 million. The project is one of the CBS 2021 Legislative Priorities - Requesting assistance from the State to help fund the project predicted funding shortfall.</p>	

Critical Secondary Water Supply (CONSTRUCTION PHASE)												
General	Schedule	Budget										
Key Status Updates: <ul style="list-style-type: none">• Total project is 75% complete.• Design is 100% complete.• Construction is 50% complete.• Permitting is 100% complete.• Budget is 37% spent.• Intake structure and Membrane Filtration Plant building are in place. Issues with the excavation of wet wells adjacent to Sawmill Creek bridge abutment has delayed work on that portion of the project while the project team resolves the issue.												
Milestones This Period: <ul style="list-style-type: none">• Constructed intake structure and raw water pipe to wet well location.• Completed all work within Sawmill Creek within the permitted timeline.• Pre-engineered metal building for Membrane Filtration Plant is in place and mechanical/electrical rough-ins are underway.												
Future Milestones: <ul style="list-style-type: none">• Resolve excavation challenges for the wet well construction, October 2021.• Construct wet wells, October 2021.• Complete yard pipe work at Membrane Filtration Plant, October 2021.• Complete Membrane Filtration Plant mechanical, electrical, and process equipment installation, March 2022.• Start-up March 2022.• Substantial construction completion, April 15, 2022.												
Estimated Total Project Cost: \$18,000,000												
Authorized Budget: <table><tr><td>• Working Capital</td><td>\$530,000</td></tr><tr><td>• Alaska Clean Water Fund loan</td><td>\$17,620,000</td></tr><tr><td>• Alaska Clean Water Fund loan</td><td><u>\$400,000</u></td></tr><tr><td>Total Available Project Funding</td><td>\$18,550,000</td></tr></table>			• Working Capital	\$530,000	• Alaska Clean Water Fund loan	\$17,620,000	• Alaska Clean Water Fund loan	<u>\$400,000</u>	Total Available Project Funding	\$18,550,000		
• Working Capital	\$530,000											
• Alaska Clean Water Fund loan	\$17,620,000											
• Alaska Clean Water Fund loan	<u>\$400,000</u>											
Total Available Project Funding	\$18,550,000											
Contracts: <table><tr><td>• PTS, Inc. (project management)</td><td>\$110,000</td></tr><tr><td>• CRW Engineering Group (design and construction mgmt)</td><td>\$1,769,046</td></tr><tr><td>• Jacobs (design review, design management)</td><td>\$87,000</td></tr><tr><td>• Pall Water (supply filtration equipment)</td><td>\$2,341,355</td></tr><tr><td>• McGraw/Dawson JV</td><td>\$11,803,361.76</td></tr></table>			• PTS, Inc. (project management)	\$110,000	• CRW Engineering Group (design and construction mgmt)	\$1,769,046	• Jacobs (design review, design management)	\$87,000	• Pall Water (supply filtration equipment)	\$2,341,355	• McGraw/Dawson JV	\$11,803,361.76
• PTS, Inc. (project management)	\$110,000											
• CRW Engineering Group (design and construction mgmt)	\$1,769,046											
• Jacobs (design review, design management)	\$87,000											
• Pall Water (supply filtration equipment)	\$2,341,355											
• McGraw/Dawson JV	\$11,803,361.76											
Background: <p>The project will provide a secondary water source, for use when the primary water source – Blue Lake penstock – is unavailable. A new membrane filtration plant will also be constructed as Blue Lake water may also require filtration – not just the UV treatment currently available– if turbidity levels exceed regulatory thresholds. Blue Lake water will not be available when the Electric Department inspects and maintains the penstock providing water from the dam to the power plant.</p>												

For more information and history on this project, visit the City website at:
www.cityofsitka.com > Public Works Department > Public Works Projects > Critical Secondary Water Supply
 or go directly to: <https://www.cityofsitka.com/government/departments/publicworks/projects.html>
www.cityofsitka.com > Public Works Department > Public Works Projects > Critical Secondary Water Supply
 or go directly to: <https://www.cityofsitka.com/government/departments/publicworks/projects.html>

Sitka Sea Walk Phase 2 (DESIGN PHASE)

General	Schedule	Budget Budget is tight
Key Status Updates: <ul style="list-style-type: none"> • Total project is 10% complete. • Design is 20% complete. • Scoping report 100% complete. • Construction is 0% complete. • Permitting is 0% complete. • CBS Budget is 10% spent. • Total Project Budget is 8% spent. 		
Milestones This Period: <ul style="list-style-type: none"> • Memorandum of Agreement for design and construction was executed 8/11/21 between CBS, Western Federal Lands (WFL), and Alaska Department of Transportation and Public Facilities (ADOT&PF). • Maintenance Agreement was executed 8/9/21 between CBS And ADOT&PF. 		
Future Milestones: <ul style="list-style-type: none"> • Design kickoff meeting between CBS and ADOT&PF, October 2021. • Environmental Document, October 2021-July 2022 • Design phase, October 2021-September 2022 • Construction, Summer 2023 		
Estimated Total Project Cost: \$2,500,000		
Authorized Budget: <ul style="list-style-type: none"> • <u>CBS Budget</u>- General Funds and/or Commercial Passenger Excise Tax (CPET) funds for federal match \$153,058 • <u>Project Budget</u>- Grants from WFL \$2,487,388 • <u>Project Budget</u>- ADOT&PF match for Grant funding <u>\$58,695</u> Total Available Project Funding \$2,699,141		
Contracts: <ul style="list-style-type: none"> • PTS, Inc. (project management) \$50,000 		
Background: The project includes extending the Sitka Sea Walk from the Sitka Public Library toward (and under) O’Connell Bridge and terminating at the West end of Lincoln Street at its intersection with Harbor Way.		

Phase 2 of the Sea Walk, an 8-foot-wide handicap accessible multi-use path, will continue the same theme as the first phase of the Sea Walk that extends from Harrigan Centennial Hall East through Crescent Harbor Park toward Sitka National Historical Park. Per the Scoping Report completed in 2020, construction of only a portion of the remaining Sea Walk alignment is expected to fit within the available budget. This portion of the Sea Walk will travel along the outside embankment of O’Connell Bridge and will connect to existing pedestrian facilities on either end.

The project is being delivered (managed) by ADOT and WFL in coordination with CBS. Development of the environmental document to begin in 2021, design will follow through 2022, and construction is expected to begin in 2023. Multiple rounds of public involvement are anticipated throughout the design process.

Peterson Street Fish Passage Culvert Improvements (CLOSEOUT PHASE)		
General	Schedule	Budget
<ul style="list-style-type: none"> • Key Status Updates: • Total project is 99% complete. • Design is 100% complete. • Construction is 100% complete. • Permitting is 100% complete. • Budget is 46% spent. 		
Milestones This Period: <ul style="list-style-type: none"> • Fish passage culvert complete. • Utilities installed. • Peterson Street paved and reopened before the start of school. • Work is substantially complete as of August 20, 2021. • Work is physically complete as of September 14, 2021. 		
Future Milestones: <ul style="list-style-type: none"> • Execute change order for out of scope work, October 2021. • Close out project, October 2021. 		
Estimated Total Project Cost: \$1,200,000		
Authorized Budget: <ul style="list-style-type: none"> • General Fund Working Capital \$1,020,000 • National Fish & Wildlife Foundation design grant \$55,000 • U.S. Fish and Wildlife Service (USFWS) Fish Passage construction grant \$60,000 • USFWS Fish Passage construction grant \$80,000 • USFWS Fish Passage construction grant \$40,000 • Alaska Sustainable Salmon Fund (AKSSF) grant <u>\$125,000</u> 		
Total Available Project Funding		\$1,380,000
Contracts:		
<ul style="list-style-type: none"> • DOWL (design) 		\$137,070

<ul style="list-style-type: none"> PTS, Inc. (project management) Marble Island, LLC 	<p>\$81,380</p> <p>\$761,008.11</p>
<p>Background:</p> <p>The project includes replacement of deteriorated 60" corrugated metal culvert crossing under Peterson Street with a 15' wide plate arch culvert, allowing for fish passage. Peterson Street is a collector street that provides critical access to side streets and local residences as well as to Sitka High School. Remaining funds intended to complete to sister project at Wachusett Street.</p>	

Brady Lift Station Rehabilitation (CONSTRUCTION PHASE)		
<p>General</p> <p>See schedule and budget notes</p>	<p>Schedule</p> <p>Construction has begun but delayed from original start date due to delay in receipt of materials from supplier</p>	<p>Budget</p> <p>Budget is very tight</p>
<p>Key Status Updates:</p> <ul style="list-style-type: none"> Total project is 30% complete. Design is 100% complete. Construction is 5% complete. Permitting is 100% complete. Budget is 42% spent. 		
<p>Milestones This Period:</p> <ul style="list-style-type: none"> Construction on the lift station has begun. Continued maintenance of the bypass system due to leak identified in the existing system. 		
<p>Future Milestones:</p> <ul style="list-style-type: none"> Construct lift station, September 2021-December 2021. Substantial completion December 1, 2021. 		
<p>Estimated Total Project Cost: \$1,000,000</p>		
<p>Authorized Budget:</p> <ul style="list-style-type: none"> Alaska Clean Water Fund (ACWF) loan Wastewater Fund Working Capital <p>Total Available Project Funding</p> <ul style="list-style-type: none"> Remaining funding from Channel/Eagle Way to be allocated to Brady, estimated at ~\$60,000. Leak repairs and coordination to be paid from separate funding source (project # 90936). 		
<p>Contracts:</p> <ul style="list-style-type: none"> DOWL (Brady portion of bigger design project) DXPE (Brady portion of pump supply contract) Boreal Control (Brady portion of control equipment supply contract) PTS, Inc. (project management) K&E Alaska (construction) 		
		<p>\$217,400</p> <p><u>\$828,759</u></p> <p>\$1,046,159</p>
		<p>\$145,458</p> <p>\$53,730</p> <p>\$78,192</p> <p>\$37,000</p> <p>\$678,897.71</p>

Background:

Brady Lift Station is responsible for pumping all sewage generated north of Brady Street to the Wastewater Treatment Plant. A plug valve in the lift station has failed, making it impossible to isolate one of the three pumps for maintenance. Equipment is outdated and requires excessive maintenance. Project will rehabilitate lift station, re-using existing infrastructure to the extent feasible. Work is scheduled to minimize impacts to True Value and adjacent properties.

Knutson Drive Emergency Road Reconstruction (DESIGN PHASE)

General	Schedule	Budget
See schedule and budget notes	Completion of construction as soon as possible is a high priority due to risk of further slope failure	Budget is tight based on bid received and preliminary estimates
Key Status Updates: <ul style="list-style-type: none"> • Total project is 15% complete. • Design is 35% complete. • Construction is 0% complete. • Permitting is 0% complete. • Budget is 7% spent. • Project bid as a design-build and received one response. CBS negotiating contract award with Marble Island, LLC in two phases (design and construction) to help refine construction costs prior to commitment of funds. 		
Milestones This Period: <ul style="list-style-type: none"> • Bid the project as a design-build. 		
Future Milestones: <ul style="list-style-type: none"> • Contract with successful proposer (Marble) for Phase I- design. • Proposer to develop 100% design plans, January 2022. • Negotiate construction contract and begin Phase II- construction, February 2022. • Construction, February 2022-July 2022. • Substantial completion July 31, 2022. 		
Estimated Total Project Cost: \$1,000,000		
Authorized Budget: <ul style="list-style-type: none"> • General Fund Working Capital 		
Contracts: <ul style="list-style-type: none"> • DOWL (design) • PTS, Inc. (project management) 		\$1,000,000 \$48,070 \$80,000
Background: <p>The project was developed to study embankment stabilization and road repairs necessary due to the gradual subsidence of the slope on the downhill side of Knutson Drive in two locations. The slope failures have required the closure of 1 lane of Knutson Drive in two locations. CBS previously contracted with DOWL to perform geotechnical explorations and a report analyzing the Knutson Drive</p>		

embankment. The report recommended slope reinforcement and retaining wall construction. CBS has executed a follow up contract with DOWL to perform conceptual design of two retaining walls. A design build solicitation has been initiated to facilitate final design and construction in 2022.

Crescent Harbor High Load Dock and Net Shed (DESIGN-BUILD PHASE)

General	Schedule	Budget
See schedule and budget notes	CBS wishes to open closed portion of dock prior to cruise ship season 2022	Likely that some identified repairs will not fit within current budget
Key Status Updates: <ul style="list-style-type: none"> • Total project is 15% complete. • Design phase is 15% complete. • Construction is 0% complete. • Permitting is 0% complete. • Budget 9% spent. 		
Milestones This Period: <ul style="list-style-type: none"> • Assembling a design-build Request for Proposal. 		
Future Milestones: <ul style="list-style-type: none"> • Complete RFP for design-build October 2021 • Design-build bidding, November 2021 • Notice to proceed to contractor, November 2021 • Construction, Spring 2022 • Substantial completion, Spring 2022 		
Estimated Total Project Cost: \$450,000		
Authorized Budget: <ul style="list-style-type: none"> • Harbor Fund Working Capital 		
Contracts: <ul style="list-style-type: none"> • Jacobs (design) • PTS, Inc. (project management) 		
Background: <p>This project was developed to assess the condition of the Crescent Harbor High Load Dock and Net Shed. Jacobs Engineering performed a site visit to assess both above water and below water conditions in 2019. Jacobs prepared a report in 2020 which found that several elements of the facility need repairs/maintenance to extend the life of the dock to its design life of 2037. Most notably, 4 piles were severely deteriorated, resulting in closure of a portion of the dock by CBS. Jacobs provided additional design and analysis for more cost effective structural and preventative pile repairs. The analysis also prioritized other repairs needed to extend the life of the facility as a whole. A design build solicitation is being prepared to complete design and construct repairs needed to get the dock fully reopened in 2022. The design-build will include critical repairs needed to reopen the dock and, depending on available budget, will also include repairs of other structural elements with minor to moderate deterioration.</p>		

Marine Services Center Bulkhead Condition Assessment (PLANNING PHASE)		
General See budget and schedule notes	Schedule Infrastructure aging, assessment time sensitive	Budget Budget for assessment is tight
Key Status Updates: <ul style="list-style-type: none"> Total project is 95% complete. Assessment is 95% complete. Construction is not included in this project. Permitting is not included in this project. Budget is 70% spent. 		
Milestones This Period: <ul style="list-style-type: none"> DOWL completed a site inspection and submitted a Draft Final Condition Assessment Report in June 2021. CBS PW Staff is in the process of reviewing the document. 		
Future Milestones: <ul style="list-style-type: none"> CBS to provide comments on Draft Final Condition Assessment Report to Dowl, following which Dowl will submit the Final Condition Assessment Report to CBS. CBS to proceed with Project Planning and Securing Funding for construction. 		
Estimated Total Project Cost: \$80,000		
Authorized Budget: <ul style="list-style-type: none"> Working Capital <u>\$80,000</u> Total Available Project Funding \$80,000 		
Contracts: <ul style="list-style-type: none"> PTS, Inc. (project management) \$16,260 DOWL (design) \$47,000 		
Background: <p>This project assessed the condition of the Marine Services Center Bulkhead Dock constructed in 1976. The 2011 Marine Services Center (MSC) Bulkhead Condition Assessment prepared by PND rated the condition of the sheet pile bulkhead as fair to poor with a conservative estimate of 5 years of remaining life. Cathodic protection was added to the wall to extend the life. In 2021 CBS requested another condition assessment be performed by DOWL verify the findings of the PND report and to ascertain safety of continued use. DOWL inspected the facility and submitted their Draft Final Condition Assessment Report to CBS in June 2021. DOWL's assessment confirmed the defects identified in the 2011 PND report and noted additional concerns. Overall the wall is in poor condition given the extensive section loss of the steel sheet piles as well as the misalignment of the tie rods and anchor wall. The cathodic protection, while effective the last 10 years, has deteriorated to the point of being ineffective. DOWL recommends that the structure be replaced in its entirety within the next five years at an estimated cost of \$12 million.</p>		

City Hall HVAC – PHASE 1 MEASURED DRAWINGS AND DOCUMENTATION		
General	Schedule	Budget
Key Status Updates: <ul style="list-style-type: none"> Total project is 1% complete. Design is 5% complete. Construction is 0% complete. Permitting is 0% complete. Budget is 3% spent. 		
Milestones This Period: <ul style="list-style-type: none"> PTS, Inc. and sub contractors under contract for Phase 1, data gathering and asbuilding. Site visit and survey complete. Receive draft scaled drawings, September 2021. 		
Future Milestones: <ul style="list-style-type: none"> Begin design process, October 2021. Bid project, Spring 2022. Construction, Summer 2022. 		
Estimated Total Project Cost: \$500,000		
Authorized Budget: <ul style="list-style-type: none"> Working Capital \$500,000 Total Available Project Funding \$500,000 		
Contracts: <ul style="list-style-type: none"> PTS, Inc. (project management) \$32,000 		
Background: This project will retrofit the existing HVAC system controls in Sitka City Hall. Phase 1 entails traveling to Sitka to digitally scan the building for use in preparing measured drawings by which a retrofit design can be prepared. Phase 2 will include design, bidding and construction of retrofits.		

Sitka Cross Trail Phase 6 (CONSTRUCTION PHASE)		
General	Schedule	Budget
See schedule & budget notes.	Project on schedule	Budget is tight.
Key Status Updates: <ul style="list-style-type: none"> Total project is 75% complete. Design is 100% complete. Permitting is 100% complete. Construction of trail tread is 83% complete. Budget is 75% spent. 		
Milestones This Period: <ul style="list-style-type: none"> 576 lineal feet of trail constructed since last report. 		

<ul style="list-style-type: none"> • 17% of trail base course left to construct as well as the No Name Bridge, Sitka Sound Dock (SSD) connector trail and finishing course of D-1 gravel. • 40' left (not including 60' bridge) to connect two ends of mainline trail. This final section had extremely challenging conditions including a significant cut. • 521 lf SSD connector constructed. • \$250,000 change order, grant from Western Federal Lands, added to the budget. 											
Future Milestones: <ul style="list-style-type: none"> • Installation of No Name Creek Bridge, November 1, 2021. • Substantial Completion by January 1, 2022. 											
Estimated Total Budget Cost: \$2,597,869											
Authorized Budget: <table> <tr> <td>• Federal Lands Access Grant from Western Fed. Lands</td><td>\$2,382,698</td></tr> <tr> <td>• City General Fund and Passenger Tax Funds -match</td><td>\$72,575</td></tr> <tr> <td>• CARES Community Conservation Corps revegetation -match</td><td>\$22,575</td></tr> <tr> <td>• Sitka Trail Works contribution- match</td><td><u>\$142,596</u></td></tr> <tr> <td>• Total Available Project Funding</td><td>\$2,620,444</td></tr> </table>		• Federal Lands Access Grant from Western Fed. Lands	\$2,382,698	• City General Fund and Passenger Tax Funds -match	\$72,575	• CARES Community Conservation Corps revegetation -match	\$22,575	• Sitka Trail Works contribution- match	<u>\$142,596</u>	• Total Available Project Funding	\$2,620,444
• Federal Lands Access Grant from Western Fed. Lands	\$2,382,698										
• City General Fund and Passenger Tax Funds -match	\$72,575										
• CARES Community Conservation Corps revegetation -match	\$22,575										
• Sitka Trail Works contribution- match	<u>\$142,596</u>										
• Total Available Project Funding	\$2,620,444										
Contracts: <table> <tr> <td>• Sitka Trail Works, Inc.</td><td>\$2,260,644</td></tr> </table>		• Sitka Trail Works, Inc.	\$2,260,644								
• Sitka Trail Works, Inc.	\$2,260,644										
Background: <p>The project is being constructed by Sitka Trail Works, who has managed the development of the project from start to finish. The project includes extending the Sitka Cross Trail from Harbor Mountain Road north to the Starrigavan Boat Launch overflow parking lot, adjacent to the USFS Forest & Muskeg trailhead. The project also includes a connector trail and small parking lot for users to access the Cross Trail from the Old Sitka cruise ship dock. The total length of new trail to be constructed is 14,000 feet (2.6 miles), increasing the total length of the Sitka Cross Trail system to over 8 miles, including multiple access points throughout.</p>											

O&M

Streets

Clean out drainage ditches
 Grade gravel roads
 Sweep City streets
 Fence off Clan House on Katlian Street
 Set detour for closed road on Katlian Street
 Check storm drains for obstructions
 Spray patch streets
 Recycle glass to CD Landfill
 Grade ballfields and ballfield parking lot
 Water gravel roads
 Paint crosswalks
 Paint centerlines on DeGroff, Lake and Peterson
 Repair potholes

Flush sewer Monastery
Prep and bury bio-solids
Grade Harbor parking lots
Sweep Keet Gooshi Heen playground
Repair manhole lid Jamestown Bay Hill
Repair road shoulder Wortman Loop
Haul overburden to Granite Creek
Haul recycle aluminum from recycle yard to scrapyard
Clear vegetation off sidewalk Marine Street
Clear vegetation off sidewalk Katlian Street
Repair sidewalk Marine Street
Demo boats for Harbors and haul to CD Landfill
Cover construction debris at landfill
Clear out river run Granite Creek
Call out Sitka PD moved overturned car on Cascade Creek Road
Assisted Electric Dept used camel to excavate hole for installation of utility pole
Repaired damaged road signs

Central Garage

Repair fuses to meal heater on the Senior Center Vans
Unit 471 repaired light bulb changed oil and serviced
475 F-350 shop truck cleaned and serviced
483 inspection
491 Fixed flat tire
405 Serviced replaced air filter
240 Electric Dept. repaired flat tire Granite Creek yard
234 Case cable trailer drained fuel tank removed water in fuel
426 Ford F-350 flatbed replaced brake calipers front
Unit 426 replaced rear brakes replaced rear wheel seals topped off fluids changed oil rear axle
477 Repaired leaking tires
240 Butler cable trailer replaced pull cord
307 International crane replaced fuel tank
436 Vermeer woodchipper serviced and inspected
492 For Escape Serviced vehicle placed desiccant pads to absorb moisture
393 Ambulance replaced bad battery
487 Ambulance replaced AC compressor recharged AC serviced engine and chassis
452 Pierce Saber pump truck repaired siren
487 Ordered parts for trouble shoot and ordered parts for AC
452 Replaced def tank retro fit coolant fittings
496 Walker mower replace main breaker
Repaired lawn mower
392 Massey Ferguson tractor repaired blown hydraulic line
284 Fabricated guide for line painter
343 Used oil tank replaced seals vacuum pump
437 Replaced ball joint control arms and changed oil
411 Changed oil, replaced latch passenger's side
450 Replaced windshield changed tires

502 Serviced
432 Serviced
433 GOFR Scooter Found brake and front wheel bearing issues ordered parts
455 Replaced tie rods
479 Serviced and repaired tire
459 Ford explorer replaced rear brakes
488 Updated programs
479 Rotated tires
349 Radar speed trailer serviced battery replaced trailer plug
380 Service and repair tire
351 Sierra baler replaced radiator cost \$9,500.00
310 Cat dozer replaced batteries rebuilt battery box
351 Sierra shear baler replaced limit switch
346 CrafcO spray patcher repaired stuck valves in compressor serviced machine removed and cleaned vibrator function
413 Replaced slack adjusters for brakes serviced plow frame ordered new hood latches
Repaired streets generator
493 Mini excavator replaced ignition switch
330 Roll Off Truck adjusted brakes replaced burnt out lights repaired flat tire
493 Diagnosed problem with mini excavator
423 Grader replaced all wheel drive switch
244 GMC plow truck repaired fuel leak inspected brakes red tagged unit checking price on parts
346 CRAFCO spray patcher replaced steel elbow
498 313 Excavator install decals inspect unit
429 Repaired tire
427 Service and replace trac bar and ball joints

Scrapyard

Month of July shipped out 7 Gondolas @ 130,760 LBS of scrap.
August shipped out 2 Gondolas @ 18,550 LBS (*Scrapyard Baler was down for three weeks*)
September shipped out 5 Gondolas @ 126,150 LBS

Environmental Division

Construction on the Critical Secondary Water Treatment Plant is well underway. These photos show some of the progress including the siding and roof installation, electrical and mechanical rough-in, core drilling for the yard piping, intake installation and paving.



Buildings, Grounds and Parks and Rec

Grounds Maintenance

- Preventive maintenance schedule – 90 normal operations preventative maintenance (PMs)
- Reactive/requested work orders – 38 (logged)
- State Park Service Grant acquired by P&R committee at no expense to the city but approved the process behind getting assistance to help focus on local community recreational sites and build master plans. Plan developed for guiding principles to help build a wholistic plan. P&R committee approved Recreation Plan 9/14/21
- 4th of July Prep
- Old City Cemetery maintenance
- Old City Cemetery vandalism – concrete slurry pored over bollard padlock
- Old City Cemetery new burial policy
- Multiple site vandalized with Graffiti – two open case number with Police Dept.
- July – Oct. Kimsham maintain fence lines due to vegetation growth along with other annual recreation facilities brushing plan.



- Bear getting in 350 gal recreations trash at the Keet fields off Mill Street. Kimsham Complex, Jarvis Complex bear rings are a deterrent but not keep the larger bears from turning them over. Some of the public sites are being filed by waste not from the complex but privet refuge. Cans at Keet and Kimsham field were removed. Plans needed on how we operate at those sites into next athletic season.
- Marble Construction Airport paving project. Landscape area needs overhaul once project is complete. Marble working on final section Sept 27-29th. CBS grounds may follow up on reworking the area that is no part of the project scope.



- July - Whale Park welcome Sign – Worked with Schools to have Sitka Alaska added to the sign with their CNS cutter. Sign was touch-up painted and re-installed.



- Mudball Tournament and softball season extended.
- July - Finished up drip edge along Fire Hall after Tree's and Landscape committee assisted with revitalization of the garden beds.



- August - Community Playground Vandilizium – ADA rocker boat, tempoarary repairs made to allow use of the wheelchair accessible rocker. Police had confession from guilty parting. CBS currently working on funding to replace damaged areas of rocker.



- Brick work due to settling along sea walk. 20-foot section completed.



- Group reached out about a plant harvesting permit with BSC, Sitka Tribal Enterprises is working with the Forest Service.
- Vandalism, Skate Park. Inappropriate graffiti covered. Work schedule to power wash at later date.
- Vandalism 2 times at Crescent Harbor men's restroom. Auto paper towels and auto soap dispensers replaced.
- Tree's & Landscape Committee weeded around Sitka High School, revitalized bed by Harrigan Hall, and weeded along the Crescent Harbor Boardwalk





Thank you for y our help & support!

- Sept. - AmeriCorps Day of Service – weed and mulch beds around Harrigan Centennial Hall and Library parking lots.



Ongoing

- Baranof Warm Spring site visit to review CBS infostructure, Oct 15th.
- Cross Trail washouts – repairs underway
- Training new Ground Maintenance Specialist.
- Working on operational comprehensive plan and lifecycle analysis. Update our preventative maintains electronic program.
- Marble construction using Kimsham back lot for staging for Peterson Road Construction. Coordinating with contractor and grounds crew. Problems with CBS compost pile being contaminated by construction. Working on clean stock to replace by contractor.
- Seasonal transition – fall fertilization, lime, and equipment. Prepping for fall winter months. Losing our seasonal temp. staff.
- Kimsham scoreboard problems Field B, no power.
- Moller scoreboard water infiltration problems, currently being worked on Sept.
- Moller Score board – adding a light for the flag light being installed to put light on US flag at night.

Building Maintenance

Completed

- Preventive maintenance schedule – normal operations – 275 PMs
- Work requests 0 (logged) currently revamping the Work Order system – Hoping to have better follow through with program next quarter.
- July - City State exterior building power washed.
- July – Oct. Worked with Finance Dept. on office suite reconfiguration due to new staffing being hired for fill positions and their operation workflow.
- August – reconfigured Jarvis shop space for CBS Asset Manager.
- August – Airport plane light problems – worked with Electric Department.
- August – James Town Bay – Waste Lift Station Graffiti removed.
- Police Dept toilets replace - City/State PD toilet had crack through bowl, special-order toilet setup.
- City/State District Attorney's office paying for the replacement of 7 windows. Completed.



- Library main entrance spotlight out – worked with Electrical dept to make necessary repairs.
- Sept. Airport Sprinkler tree, compressor problems – emergency repairs made, and compressor unit replaced.
- Monthly janitorial contract tour complete

Ongoing

- Winterizing Recreation facilities
- City/State data room overheating due to State infostructure. Working with State on necessary work.
- Reaching out to State on City/State budget for CIP work, such as:
 - Roof replacement (roof problems)
 - HVAC improvements (1974 air handler with pneumatic controls)
 - Window replacements
 - Bathroom upgrades
 - Exterior painting

Monitoring

- Harrigan Centennial Hall, tile floor cracking in the common areas was found. We are waiting to see if weather changes create more issues.
- Harrigan Centennial Hall additional cracks were discovered under meeting room 5's carpet tiles. We are waiting to see what happens with weather changes and activate a plan for repairs if required.
- Library's roof leak – working with PTS on building assessment report/warranty.
- Senior Center's roof leak
- City/State building's roof leak



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-151 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Special Report - Sitka Landslide Warning System Update

Sponsors:

Indexes:

Code sections:

Attachments: [Sitka Landslide Warning System](#)

Date	Ver.	Action By	Action	Result
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SPECIAL REPORT

Sitka Landslide Warning System Update



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-150 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Approve the minutes of the September 14, 23, and 28 Assembly meetings

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 ITEM A**

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 September 14, 23, and 28 Assembly meetings.



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 Thor Christianson,
Vice Deputy Mayor Valorie Nelson,
Kevin Knox, Kevin Mosher, Crystal Duncan, Rebecca
Himschoot*

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

Tuesday, September 14, 2021

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

Nelson attended via videoconference.

Present: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

IV. CORRESPONDENCE/AGENDA CHANGES

[21-143](#)

Reminders, Calendars, and General Correspondence

No agenda changes.

V. CEREMONIAL MATTERS

None.

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

None.

VII. PERSONS TO BE HEARD

Karen Lucas stated freedoms were being challenged, reminded the Assembly they were elected to represent their constituents, and commented it was important for the City to retain the former Sitka Community Hospital building and associated properties. Richard Wein spoke to a records request he recently submitted to the Clerk's office. Justin Clark told of inefficient parking at the Airport and believed elections should be hand counted.

VIII. 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: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

- A** [21-137](#) Approve the minutes of the August 24 Assembly meeting

This item was APPROVED ON THE CONSENT AGENDA.

- B** [21-138](#) Approve the following marijuana license renewal applications: 1) standard marijuana cultivation facility license for Jeremy J. Erickson dba Vern's Wicked Weed at 3872 Halibut Point Road Bay One and, 2) retail marijuana store license for Weed Dudes Inc. dba Weed Dudes at 1321 Sawmill Creek Road, Suite J & K

This item was APPROVED ON THE CONSENT AGENDA.

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

None.

X. UNFINISHED BUSINESS:

- C** [ORD 21-30](#) Authorizing the transfer/sale of a portion of City and Borough of Sitka's "Old City Shops" property located at 1410 and 1414 Halibut Point Road to the Sitka Community Land Trust (SCLT) for an affordable housing project that is not subject to competitive bid and is available to all regardless of ethnicity

Richard Wein and Shirley Robards spoke in opposition. Mim McConnell told of the Sitka Community Land Trust project and voiced support.

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

Yes: 5 - Christianson, Knox, Mosher, Himschoot, and Duncan

No: 1 - Nelson

Absent: 1 - Eisenbeisz

- D** [ORD 21-27](#) Amending Title 22 "Zoning" of the Sitka General Code by modifying

Chapter 22.16 "District Regulations" for the Recreation District

Planning Director Amy Ainslie explained the intent of the legislation.

From the public, Richard Wein spoke to the requirement of conditional use permits and relayed those went before the Planning Commission for consideration.

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

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

E [ORD 21-28](#)

Amending the official Sitka Zoning Map to rezone 4951 Halibut Point Road from Single-Family and Duplex Residential (R-1) to Recreation District (R)

Knox hoped the lease group would keep Sitka's best interest at hand. Mosher disclosed he worked for Shee Atika, Inc. Himschoot reminded no developer had found the area to be suitable for affordable housing.

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

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

XI. NEW BUSINESS:**New Business First Reading****F** [ORD 21-32](#)

Requiring use of a face covering in certain indoor settings and providing a penalty

Deputy Mayor Christianson imposed a time limit of two minutes per individual.

From the public, those speaking in opposition were Mary Todd Anderson, Coke Oines, Richard Wein, Laurie Lee, Gavin Holder, Justin Clark, Carin Adickes, Carrie Johnson, Julie Stroemer, Linda Marlin, Steve Bethune, Onna Hanson, Roger Hames, Shirley Robards, Roxanne Newell, Marshall Albertson, Brett Wilcox, Amy Bethune, August Bickar, Stacy Mudry, Karen Comas, Jaylene Owen, Perry Comas, Jeremy Twaddle, Richard Doland, Robert Layton, and Brad Russell. In support were Bridgette Hitchcock, Valerie Edwards, Patricia Dick, Beth Short-Rhoades, Mim McConnell, Lorraine Lil, Collauna Marley, Doug Osborne, Blossom Teal-Olsen, Louise Brady, and Fredrick Olsen, Jr.

A discussion of the Assembly ensued. Knox expressed sadness over the actions of the audience and spoke to the negative effects of COVID-19. Nelson wondered of the severability language and mentioned exceptions. Mosher also expressed disappointment in the behavior of the audience. Duncan noted the exhaustion related to COVID-19, hospital capacity, vaccination availability and those sensitive to vaccinations. Christianson told of protection offered by masks and commented on hospital capacity. Himschoot stated she had a duty to her students and constituents.

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

Yes: 4 - Christianson, Knox, Mosher, and Himschoot

No: 2 - Nelson, and Duncan

Absent: 1 - Eisenbeisz

G [ORD 21-31](#)

Amending Title 2 “Administration” of the Sitka General Code by deleting Chapter 2.12 “City and Borough of Sitka Hospital Board”, Chapter 2.14 “Historic Trust Board” and Chapter 2.64 “Seafood Processing Economic Development Committee” and updating Chapter 2.16 “Library Commission”

Municipal Clerk Sara Peterson provided an overview of the Ordinance. She told of the inactive groups and a clerical error in the Library Commission code.

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

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

H [ORD 21-33](#)

Making supplemental appropriations for Fiscal Year 2022 (IT Personnel / Approval of a New Position)

Finance Director Melissa Haley explained the amount was originally budgeted as contracted services, however, a request was being made to move the money to the IT Fund for the creation of a new position. IT Director Grant Turner noted IT needs were continuing to grow and spoke to the duties of the new position.

From the public, Richard Wein wondered if a new position would remove the need for contracted work.

Assembly Members Himschoot, Mosher, Duncan, and Christianson voiced support. Nelson stated she had consistently voted against new positions.

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

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

I [ORD 21-34](#)

Making supplemental appropriations for Fiscal Year 2021 (IT Fund Expense)

Finance Director Melissa Haley explained the IT Fund went overbudget for two reasons: 1) telephone expense was underbudgeted and 13 months were paid in FY21, and, 2) some CARES Act expenses were paid directly out of the IT Fund.

Richard Wein hoped budget predictions would improve.

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

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

J [ORD 21-35](#)

Making supplemental appropriations for Fiscal Year 2021 (School Bond Debt Refunding Expense)

Finance Director Melissa Haley explained the City had participated in a refunding deal through Alaska Municipal Bond Bank at the end of FY21 yielding a savings of over \$650,000 over the life of the bonds. There had been an unanticipated upfront cost of \$48,200.

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

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

Additional New Business Items

K [RES 21-18](#)

Supporting the development of a new public use Seaplane Base at the preferred location, north end of Japonski Island, Sitka, Alaska

Public Works Director Michael Harmon stated this was the next phase of the long planned project. Environmental assessments had been completed and a commitment for the land had been received from the Department of Education. Harmon noted the application had been submitted and it was likely the City would receive a 0% match requirement for this stage.

David Gordon, Keith Nyitray, Richard Wein, and Kevin Mulligan spoke in support. Those in opposition to the location were Annette Becker, Fredrick Olsen Jr., John Raasch, Ryan Hill, Leann Serio, Jeremiah Craig, Christeen Thomas, Tom Gamble, and Arthur Kinnan.

Nelson wondered of the time sensitivity and thought of postponing to the September 28 meeting. Knox reminded there had been a lot of conversation on the subject, that the location had been extensively studied, and that Sitka Tribe of Alaska (STA) and SouthEast Alaska Regional Health Consortium (SEARHC) had been involved throughout the process. Harmon reminded of the risk of voting in support but then not moving forward with the project. He told of an agreement being worked on to ensure STA was involved throughout the process. He noted SEARHC had previously voiced concerns with the project.

A motion was made by Himschoot to EXTEND the meeting to completion of Item K. The motion PASSED by the following vote.

Yes: 6 - Nelson, Mosher, Duncan, Himschoot, Christianson, and Knox

Absent: 1 - Eisenbeisz

A motion was made by Duncan that this Resolution be APPROVED on FIRST AND FINAL READING. The motion PASSED by the following vote.

Yes: 5 - Christianson, Knox, Mosher, Himschoot, and Duncan

No: 1 - Nelson

Absent: 1 - Eisenbeisz

A motion was made by Mosher to ADJOURN to September 16 at 6:00pm. The motion PASSED by the following vote.

Yes: 6 - Mosher, Nelson, Knox, Christianson, Duncan, and Himschoot

Absent: 1 - Eisenbeisz

The meeting ended at 10:43pm.

- L** [RES 21-21](#) Urging the United States Government to advocate for a permanent ban on tailings dams and for a temporary halt to the permitting, exploration, development, and expansion of Canadian mines along Alaska-British Columbia transboundary salmon rivers until the United States-Canada Boundary Waters Treaty of 1909 and the United Nations Declaration on the Rights of Indigenous Peoples are upheld and an international agreement on watershed protections is implemented
- M** [21-139](#) Discussion / Direction / Decision on directing the Municipal Administrator to enter a funding and maintenance agreement with the Birds and Benches Work Group of the Sitka Decolonizing Dialogue for the installation and upkeep of three benches in the courtyard area of Harrigan Centennial Hall
- N** [21-140](#) Decision on whether to allow sales tax free day(s) following the Thanksgiving holiday and set date(s)
- O** [21-141](#) Consider waiving \$100 late fee penalty assessed for Siemens Industry, Inc. for the Q4 2020 sales tax filing period

XII. PERSONS TO BE HEARD:

XIII. REPORTS

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

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT



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 Thor Christianson,
Vice Deputy Mayor Valorie Nelson,
Kevin Knox, Kevin Mosher, Crystal Duncan, Rebecca
Himschoot

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

Thursday, September 16, 2021

6:00 PM

Assembly Chambers

Continuation of September 14, 2021 Meeting

SPECIAL MEETING

- I. CALL TO ORDER
- II. FLAG SALUTE
- III. ROLL CALL

Nelson participated by videoconference. Eisenbeisz arrived at 6:40pm.

Present: 7 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, and Duncan

IV. NEW BUSINESS:

- L [RES 21-21](#) Urging the United States Government to advocate for a permanent ban on tailings dams and for a temporary halt to the permitting, exploration, development, and expansion of Canadian mines along Alaska-British Columbia transboundary salmon rivers until the United States-Canada Boundary Waters Treaty of 1909 and the United Nations Declaration on the Rights of Indigenous Peoples are upheld and an international agreement on watershed protections is implemented

Richard Wein, Fredrick Olsen Jr., Mim McConnell, Marsh Skeelee, Heather Hardcastle, Breanna Walker, Linda Behken, and Eric Jordan spoke in support.

Knox told of his work with the resolution brought forward in 2017 and spoke to the importance of the proposed resolution.

A motion was made by Knox that this Resolution be APPROVED on FIRST AND FINAL READING. The motion PASSED by the following vote.

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Absent: 1 - Eisenbeisz

M [21-139](#)

Discussion / Direction / Decision on directing the Municipal Administrator to enter a funding and maintenance agreement with the Birds and Benches Work Group of the Sitka Decolonizing Dialogue for the installation and upkeep of three benches in the courtyard area of Harrigan Centennial Hall

Finance Director Melissa Haley noted the concept had been reviewed by a number of commissions. She told of staff concerns regarding the location of the benches and said the long term maintenance of the benches hadn't been addressed. Municipal Administrator Leach stated he was looking for direction from the Assembly. Nelson reminded of the community divide that had transpired with the removal of the Baranov statue. Assembly Members directed the Administrator to work with the Birds and Benches Group, City staff, and to develop a maintenance agreement.

N [21-140](#)

Decision on whether to allow sales tax free day(s) following the Thanksgiving holiday and set date(s)

Eisenbeisz, a business owner on Lincoln Street, asked to be recused. Deputy Mayor Christianson concurred.

Richard Wein noted sales tax free days had been a tradition for years and wondered how remote sellers would be included.

Christianson wondered if it would be possible to make effective for local stores only. Finance Director Melissa Haley answered no and said it would be considered discrimination against the remote sellers. She relayed the City was required to inform the Alaska Remote Seller Sales Tax Commission (ARSSTC) of sales tax free days. Citizens who shopped online during the sales tax free days would work through the vendor or ARSSTC to get reimbursed for tax paid.

A motion was made by Himschoot to authorize November 26 and November 27 as Sales Tax Free day(s) for 2021 noting the sales tax free day(s) will not be applicable to any sale of fuel, alcoholic beverages, tobacco products, and marijuana, nor affect any sale which is part of a continuing obligation of the buyer to pay the seller over time. The motion PASSED by the following vote.

Yes: 6 - Christianson, Knox, Mosher, Nelson, Himschoot, and Duncan

Recused: 1 - Eisenbeisz

O [21-141](#)

Consider waiving \$100 late fee penalty assessed for Siemens Industry, Inc. for the Q4 2020 sales tax filing period

Municipal Attorney reviewed procedures and noted the Sitka General Code did not allow staff to eliminate the penalty thus it was taken before the Assembly. Finance Director Melissa Haley relayed there was a requirement that all registered businesses file a sales tax return, even if the amount was zero. She added the filing was an important tool to understand who was operating within Sitka. Haley said the business owner had a good history with filing on time. Nelson reminded Siemens was unaware the return didn't arrive on time.

Richard Wein spoke in opposition.

A motion was made by Mosher to grant the waiver of a \$100 late fee penalty assessed for Siemens Industry Inc. for Q4 2020 sales tax filing period. The motion FAILED by the following vote.

Yes: 2 - Mosher, and Nelson

No: 5 - Christianson, Knox, Eisenbeisz, Himschoot, and Duncan

V. PERSONS TO BE HEARD:

Gavin Holder spoke in opposition to a mask mandate. Richard Wein told of a public records request he filed and reported there was no contract for the appraiser who performed the appraisal on the former Sitka Community Hospital site. Thor Christianson relayed he had been thanked by community members for supporting a mask mandate. Valorie Nelson said she did not call people to attend Tuesday night's meeting and suggested in the future, if there was going to be a time limit on public testimony, that it be advertised.

VI. REPORTS

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

Mayor - Eisenbeisz reported a budget had been set for the Alaska Marine Highway.

Administrator - Leach told of attendance at Southeast Conference.

Attorney - Hanson reported on the virtual Alaska Bar Association Conference.

Liaison Representatives - Nelson told of the Library Commission, Planning Commission, and Local Emergency Planning Committee meetings. Knox reported on the Port and Harbors Commission. Himschoot reported on the Tree and Landscape Committee.

Clerk - Peterson told of upcoming dates pertinent to the October 5 Municipal Election and reviewed voting options.

VII. EXECUTIVE SESSION

None.

VIII. ADJOURNMENT

A motion was made by Knox to ADJOURN. Hearing no objections, the meeting ADJOURNED at 7:42pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



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 Thor Christianson,
Vice Deputy Mayor Valorie Nelson,
Kevin Knox, Kevin Mosher, Crystal Duncan, Rebecca
Himschoot*

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

Thursday, September 23, 2021

6:00 PM

Assembly Chambers

SPECIAL MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

Present: 5 - Christianson, Mosher, Nelson, Himschoot, and Duncan

Absent: 2 - Knox, and Eisenbeisz

IV. PERSONS TO BE HEARD

None.

V. NEW BUSINESS:

A [21-142](#) Award FY22 Annual General Fund Non-Profit Grants

The Municipal Clerk displayed the allocations from each Assembly Member.

A motion was made by Himschoot to award the following FY22 General Fund Non-Profit Grants in the category of Human Services:

***Brave Heart Volunteers \$8,060
*Sitka Counseling and Prevention Services \$5,845
*Sitka Homeless Coalition \$4,536
*Southeast Alaska Independent Living \$8,179**

The motion PASSED by the following vote.

Yes: 5 - Christianson, Mosher, Duncan, Himschoot, and Nelson

Absent: 2 - Eisenbeisz and Knox

Tony Jackson, a recipient of the services Southeast Alaska Independent Living provides, thanked the Assembly for offering the grant money.

A motion was made by Duncan to award the following FY22 General Fund Non-Profit Grants in the category of Cultural & Educational Services:

***Alaska Arts Southeast (Sitka Fine Arts Camp) \$7,500**

The motion PASSED by the following vote.

Yes: 5 - Himschoot, Mosher, Nelson, Christianson, and Duncan

Absent: 2 - Eisenbeisz and Knox

A motion was made by Mosher to award the following FY22 General Fund Non-Profit Grants in the category of Community Development:

***Baranof Bruins Youth Wrestling Club \$4,464**

***Sitka Trail Works \$5,750**

The motion PASSED by the following vote.

Yes: 5 - Christianson, Himschoot, Duncan, Nelson, and Mosher

Absent: 2 - Eisenbeisz and Knox

Jackie O'Jala, Mike Kimber, and Lynne Brandon spoke in support.

VI. PERSONS TO BE HEARD:

Nicholas McGraw spoke in opposition to a mask mandate. Valorie Nelson wondered how citizens could testify at the September 28 Assembly meeting if they had a medical exemption for the mask mandate, announced she was unvaccinated, spoke in opposition to a mask mandate, and told of the divisiveness within the community.

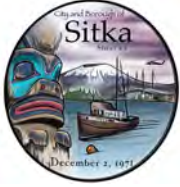
VII. EXECUTIVE SESSION

None.

VIII. ADJOURNMENT

A motion was made by Mosher to ADJOURN. Hearing no objections, the meeting ADJOURNED at 6:23pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



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 Thor Christianson,
Vice Deputy Mayor Valorie Nelson,
Kevin Knox, Kevin Mosher, Crystal Duncan, Rebecca
Himschoot*

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

Tuesday, September 28, 2021

6:00 PM

Assembly Chambers

WORK SESSION 5:00 PM

[21-148](#)

Work Session: Sound Development LLC

Sound Development LLC met with the Assembly to inform of possible development in the Benchlands.

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

Nelson left meeting at 6:45pm and rejoined at 9:45pm.

Present: 7 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, and Duncan

IV. CORRESPONDENCE/AGENDA CHANGES

[21-149](#)

Reminders, Calendars, and General Correspondence

No agenda changes.

V. CEREMONIAL MATTERS

[21-144](#)

Proclamation - Indigenous Peoples' Day

Mayor Eisenbeisz read a proclamation reaffirming Indigenous Peoples' Day, the second Monday in October. Dionne Brady-Howard accepted on behalf of the Sitka

Tribe of Alaska.

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

Dionne Brady-Howard, Vice Chair of the Sitka Tribe of Alaska Tribal Council, thanked the Assembly for recognizing Indigenous Peoples' Day. Brady-Howard spoke to the mask resolution recently approved by the Council and encouraged the Assembly to do the same.

VII. PERSONS TO BE HEARD

Carin Adickes spoke in opposition to the low sale price of the former Sitka Community Hospital (SCH). Richard Wein commented on the price of gasoline, the potential sale of the former SCH, and told the City and Southeast Alaska Regional Health Consortium hired the same appraiser for the SCH appraisal. Mary Todd Anderson encouraged citizens to have a three month supply of food and medical supplies. Brett Wilcox spoke to deaths related to the COVID-19 vaccine. Marshall Albertson mentioned comments made by an elected official regarding unvaccinated individuals and spoke to election fraud. Nancy Yaw Davis told of historical information pertaining to the former SCH. Robert Layton expressed sadness over the divisiveness in Sitka. Ron Mears told of disrespect demonstrated at the September 14 Assembly meeting and spoke to the right to choose. Tim Bernard spoke to comments made by an elected official and wondered if it was grounds for dismissal from office. Keith Gibson encouraged citizens to stop arguing and refocus their energy towards improving their lives. Doug Osborne told of Sitka Health Summit goals. Thor Christianson, speaking as a citizen, spoke to his vote on the advisory question related to the sale of the former SCH.

VIII. CONSENT AGENDA

None.

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

None.

X. UNFINISHED BUSINESS:

A [ORD 21-32](#) Requiring use of a face covering in certain indoor settings and providing a penalty

Nelson requested Christianson be removed due to a bias regarding vaccinations and mentioned statements made about unvaccinated individuals. Eisenbeisz reminded the subject was about masking, not vaccines, and that Christianson had not disclosed a disqualifying bias. Eisenbeisz ruled Christianson could participate. Nelson left the meeting at 6:45pm and rejoined at 9:45pm.

Citizens speaking in support of the mask mandate were Michelle Putz, John DeLong, Matthew Jackson, Kate Johnson, Bonnie Cottrell, Michael Smith, Darby Osborne, Adriane Wilber, Tory O'Connell Curran, Bridgette Hitchcock, Zoe Trafton, Loyd Platson, Wendy Alderson, Emma Lackrie, Stephen Rhoades, David Kreiss-Tomkins, Marjie

Esquiro, Kelly Buxton, Lindsay Evans, Larry Garrity, Lorraine Lil, Cecilia Dumouchel, Rowan Chevalier, Willa Johnson, Leah Mason, Jeremiah Craig, and Beth Short-Rhoades.

Citizens speaking in opposition were Cedar Bethune, Justin Clark, Valorie Nelson, Richard Doland, Mary Todd Anderson, Patty Ady, Mae Dunsing, Tristan Rhoades, Jaylene Owen, Alliah Chinalski, Karen Lucas, Dollie Albertson, Marshall Albertson, Stacy Mudry, Brett Wilcox, Gavin Holder, Richard Wein, Wendy Dougan, Brad Russell, and George Paul.

A discussion of the Assembly ensued. Christianson said while the ordinance was not perfect, the intent was to adjust behavior while in the high alert status and reduce spread. Knox noted the issue of masks had been politicized, and while healthcare systems were stressed, he could not support the ordinance as written.

A motion was made by Knox to AMEND Ordinance 2021-32 by deleting on line 8 the words "and providing a penalty", deleting on lines 109-111, "However, employers will not be subject to fines based on non-compliance by customers so long as there is a clearly posted sign informing customers that they are required to wear face coverings.", and deleting lines 117-120 section (G) Violation". The motion FAILED by the following vote.

Yes: 1 - Knox

No: 5 - Himschoot, Mosher, Christianson, Duncan and Eisenbeisz

Absent: 1 - Nelson

Citizens speaking in support of the amendment were Richard Wein, Valorie Nelson, Marshall Albertson, Karen Comas, and Julie Stroemer. Those speaking in opposition were Tori O'Connell Curran, Loyd Platson, and David Kreiss-Tomkins. Mary Todd Anderson reminded no one had the right to inquire about an individual's medical reasons for not masking.

Christianson reminded without a fine this would be a resolution and that had been tried. Knox, while supportive of masking, said it was bothersome to leave the penalty section if it wasn't going to be utilized. He added it took away from the present and future work of the body. Duncan voiced similar concerns, however, noted she preferred to add language to strengthen it. Himschoot reminded the enforcement section had always been problematic. She hoped direction would be given from the Administrator to the Police Officers to use discretion as they'd done thus far.

A discussion ensued on the main motion. Mosher, while noting the ordinance wasn't perfect, spoke in support. Himschoot thanked citizens for their testimony, voiced support, and desired the enforcement to be no different than what it had been. Duncan told of the healthcare crisis, safeguarding the community, and acknowledged healthcare workers, first responders, teachers, essential workers, and businesses. Eisenbeisz expressed multiple concerns with the ordinance, spoke to enforcement, and told of the burden being put on business owners.

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

Yes: 4 - Christianson, Mosher, Himschoot, and Duncan

No: 2 - Knox, and Eisenbeisz

Absent: 1 - Nelson

- B** [ORD 21-31](#) Amending Title 2 “Administration” of the Sitka General Code by deleting Chapter 2.12 “City and Borough of Sitka Hospital Board”, Chapter 2.14 “Historic Trust Board” and Chapter 2.64 “Seafood Processing Economic Development Committee” and updating Chapter 2.16 “Library Commission”

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

Yes: 7 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, and Duncan

- C** [ORD 21-33](#) Making supplemental appropriations for Fiscal Year 2022 (IT Personnel / Approval of a New Position)

From the public, Richard Wein spoke in opposition.

Mosher reminded there was a net zero impact; funds were being moved from the existing appropriation of \$120,000 in contract/purchased services to personnel. Christianson understood the reluctance of adding a new position, however, reminded the employee would be based locally.

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

Yes: 6 - Christianson, Knox, Mosher, Eisenbeisz, Himschoot, and Duncan

No: 1 - Nelson

- D** [ORD 21-34](#) Making supplemental appropriations for Fiscal Year 2021 (IT Fund Expense)

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

Yes: 7 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, and Duncan

- E** [ORD 21-35](#) Making supplemental appropriations for Fiscal Year 2021 (School Bond Debt Refunding Expense)

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

Yes: 7 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, and Duncan

XI. NEW BUSINESS:

New Business First Reading

- F** **ORD 21-36** Making supplemental appropriations for Fiscal Year 2022 (FY2021 Open Purchase Orders)

Christianson disclosed a couple of the open purchase orders were with his employer, Southeast Region EMS Council. Christianson informed there was no personal gain nor had his employer pressured him to vote a certain way. Eisenbeisz ruled no conflict.

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

Yes: 7 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, and Duncan

Additional New Business Items

G [21-146](#) Discussion / Direction / Decision of the Municipal Administrator's annual recommended transfer to the Public Infrastructure Sinking Fund

Administrator Leach explained per Sitka General Code, the Administrator was to make a recommendation on an amount of unencumbered funds to transfer to the Public Infrastructure Sinking Fund. Leach reported the undesignated fund balance as of June 30, 2021 had improved due to a number of factors - e.g. pandemic relief funding, donation from Norwegian Cruise Lines, exceeded FY21 sales tax revenue goals, and belt tightening and efforts diverted to pandemic relief. Leach said the City was in a position to once again begin to invest in Sitka's infrastructure after years of deferred maintenance. He recommended \$2.6M be transferred to the Public Infrastructure Sinking Fund. Finance Director Melissa Haley noted the memo and proposed motion spoke to the transfer being effective June 30, 2021, the fiscal year the transfer pertained to.

Assembly members commended Leach on his work.

From the public, Richard Wein spoke in support of the transfer.

A motion was made by Knox to transfer \$2.6M to the Public Infrastructure Sinking Fund to be allocated to future infrastructure projects and make this transfer effective June 30, 2021. The motion PASSED by the following vote.

Yes: 7 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, and Duncan

H [21-147](#) Discussion / Direction on developing options to consolidate or sunset certain boards, commissions, and committees

A motion was made by Mosher to EXTEND the meeting to 11:00pm. The motion PASSED by the following vote.

Yes: 6 - Christianson, Himschoot, Duncan, Knox, Mosher, Eisenbeisz

No: 1 - Nelson

Knox and Himschoot told of the important work of the city boards, commissions, and committees and spoke to challenges - e.g. membership. He hoped to engage the bodies and staff to discuss how each group was functioning, possible efficiencies to be gained, and if continued service was in order or if the group could sunset. Consensus was to task Assembly Liaisons with reaching out to their respective groups and report back.

XII. PERSONS TO BE HEARD:

Richard Wein spoke to ideas for board/committee/commission efficiencies and the proper fit of masks. Gavin Holder encouraged an education drive or public outreach regarding masks. Valorie Nelson requested an investigation be initiated on allegations about statements made by Deputy Mayor Christianson regarding unvaccinated individuals.

XIII. REPORTS

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

Mayor - Eisenbeisz reported on Southeast Conference.

Administrator - Leach also spoke to Southeast Conference.

Attorney - Hanson told of his planned leave from October 5 through October 17.

Liaison Representatives - Knox reported on the Climate Action Task Force and Nelson on the Police and Fire Commission.

Clerk - Peterson reviewed Municipal Election information.

XIV. EXECUTIVE SESSION

None.

XV. ADJOURNMENT

A motion was made by Knox to ADJOURN. Hearing no objections, the meeting ADJOURNED at 10:48pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-29 Version: 1 Name:
Type: Ordinance Status: AGENDA READY
File created: 8/18/2021 In control: City and Borough Assembly
On agenda: 10/12/2021 Final action:
Title: Authorizing the sale of the former Sitka Community Hospital Site located at 209 Moller Drive, 202 Brady Street, 204 Brady Street, and 302 Gavan Street to the Southeast Alaska Regional Health Consortium (SEARHC)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2021-29](#)
[02 Memo Sale of Former SCH Site](#)
[03 Sale of Former SCH Site Attachments](#)
[04 Ord 2021-29](#)

Date	Ver.	Action By	Action	Result
8/24/2021	1	City and Borough Assembly	PASSED ON FIRST READING	Pass

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-29 on second and final reading authorizing the sale of the former Sitka Community Hospital Site located at 209 Moller Drive, 202 Brady Street, 204 Brady Street, and 302 Gavan Street to the Southeast Alaska Regional Health Consortium (SEARHC).




City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

From: John Leach, Municipal Administrator 

Date: August 18, 2021

Subject: Sitka Community Hospital (SCH) Site Sale Ordinance

Background

On August 10th, the Assembly passed an ordinance (ORD 2021-22) on second and final reading to place an advisory question on a potential sale of the property to the qualified voters on the regular election ballot. In the advisory question on the ballot, voters are directed to an ordinance authorizing the sale of the property which explicates the basic terms of the sale proposal; that sale ordinance is now before you for consideration.

On May 11, 2021, the Assembly approved the Request for Proposals (RFP) for the sale or lease of the former Sitka Community Hospital site and associated properties consistent with direction given in executive session. The RFP was published on May 28th and was open until 2:00 PM on Wednesday, July 28th per previous Assembly direction to have the RFP open for 60 days. The attached memo dated May 6, 2021 from the Administrator includes a full timeline of events leading to the issuance of the RFP.

The RFP was advertised locally, as well as in Anchorage and Seattle. The notice was also sent to STA, the Chamber, SEDA, Southeast Conference, Rural Development, local real estate brokers, the Alaska State Hospital and Nursing Home Association, the University of Alaska, and to several large healthcare providers in Alaska and the Pacific Northwest.

One response to the RFP was received from the Southeast Alaska Regional Health Consortium (SEARHC). The proposal is to purchase the property for \$8.25 million with the intent of retaining the existing hospital building for continued long-term care, physical therapy, and home health/administrative uses, and utilizing vacant space to build a multi-family residential building with 28 dwelling units. The modular unit currently housing Mountainside Family Clinic and Urgent care would be removed, and those services moved into off-site clinic space. Capacity at the long-term care facility would be expanded from 15 beds to 19, with 4.2 additional FTEs expected. SEARHC estimated the sale closing by 3/1/2022 and a project completion date of 12/31/2024. The

Evaluation & Selection team deemed the proposal to be responsive per the RFP guidelines.

Analysis

As was discussed in relation to ORD 2021-22, there were a few deadlines that were critical to meet in order to put the advisory question on this sale to the voters in the regular election. One of those deadlines was timing of this sales ordinance, which must be passed on first reading on August 24th in order to be included on the regular election ballot. The second reading of this ordinance must be delayed until October 12th per SGC 18.12.010(B) which states that in case the Assembly exercises the option of an advisory vote for real property disposal, "The assembly shall stay its decision on any such sale, lease, or disposition pending the outcome of the election."

An adjusted process/timeline:

Sale Ordinance 1 st Reading	August 24, 2021
Regular Election	October 5, 2021
Election results reviewed Sale Ordinance 2 nd Reading	October 12, 2021
Preparation of purchase agreement for sale of land & deed	October 13, 2021 – March 1, 2022*
Assembly approval of purchase agreement for sale of land & deed	Date TBD – must take place prior to execution of agreement & deed
Execution of purchase agreement for sale of land & deed	On or before March 1, 2022*

**March 1, 2022 is the anticipated date per SEARHC's RFP response and the tentative goal for sale closing if the Assembly moves forward with the sale. The date may shift depending on the time needed for preparation of documents associated with the sale.*

Fiscal Note

Per Charter Section 11.16(b), the net proceeds from the sale of the any municipal real property shall be deposited in the Sitka Permanent Fund.

Recommendation

In order to complete the process initiated by ORD 2021-22, this sales ordinance should be passed on first reading, with second reading taking place after the election.




City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

From: John Leach, Municipal Administrator 

Date: May 6, 2021

Subject: Request for Proposal (RFP) Approval for Sitka Community Hospital (SCH) Sale

Background

On October 21, 2020, representatives from SEARHC approached city staff with an interest to purchase the SCH building that they currently occupy under lease terms. Property to be purchased includes land, buildings, and all other improvements at 209 Moller Drive, 202 and 204 Brady Street, and 302 Gavan Street.

The Assembly discussed the proposal at a Special Assembly meeting on December 1, 2020, and the Administrator was given direction to initiate sale proceedings for the former Sitka Community Hospital site.

On December 14, 2020, the CBS received correspondence from SEARHC expressing their desire to pursue the purchase through a competitive bid process.

On January 12, 2021, I presented to the Assembly a best-case scenario timeline for hospital sales proceedings.

On February 9, 2021, a supplemental appropriation passed on second reading for costs associated with preparing the RFP for the possible sale of the SCH building.

On March 9, 2021, I received direction from the Assembly to proceed with two public hearings and a public survey on the possible sale of the SCH building. Town hall meetings were held on March 16 and March 30, 2021. The public survey was open from March 11, 2021 through April 4, 2021. The surveys were available online and by hard copy at City Hall and at Assembly sessions. The town halls and the survey were widely advertised on all local media sources and 60 physical notices of the events were mailed to the surrounding properties.

An independent Appraiser began appraisal work of the SCH building on March 25, 2021.

On April 13, 2021, a draft RFP was presented to the Assembly for consideration. Upon review, the Assembly gave direction to the Administrator to return at a future work session to modify some of the content of the RFP. On April 26, 2021, our independent Appraiser contacted CBS to inform us that she anticipates having the appraisal report ready prior to April 30, 2021.

On April 29, 2021, a special work session was held to discuss potential changes to incorporate into the final draft of the RFP for approval. The recommendations were incorporated, and the final draft of the RFP is included for consideration. An appraisal of the subject properties was completed, received on April 30, 2021, and was later emailed to the Assembly (marked as confidential) for consideration at the May 11, 2021 regular Assembly meeting.

Analysis

The final draft of the RFP is included as an enclosure. It is recommended that any discussion concerning the appraisal and its incorporation into the RFP be held in executive session.

Draft RFP

A final draft RFP is included for your review and consideration.

Items not included with the draft RFP that will be included with the official copy are as follows:

Required Forms:

- Bid Form: Sale of real property via sealed bid
- Bidder qualification statement
- Conflict of interest statement
- Receipt of site inspection policy

Project Location, Map

- Aerial photo
- Plat
- Legal descriptions
- Photos

Reference Documents

- Current lease
- Appraisal
- SGC Excerpts
- Site inspection policy

Fiscal Note

On February 9, 2021, a supplemental appropriation passed on second reading for costs associated with preparing the RFP for the possible sale of the SCH building. That appropriation was \$30K. There are no additional presale costs anticipated at this time,

however, if a special election is considered, there would be costs necessary to facilitate that election – approximately \$10K.

Direction Requested

I recommend that the Assembly make note of the previous town hall comments, survey results, the appraisal report, and the enclosed final draft RFP. Staff is requesting guidance on any final changes prior to posting the RFP for a previously approved 60-day period.

Encl: Draft RFP

Assembly memo of April 26, 2021

Assembly memo of April 7, 2021

Survey Results

Assembly memo of February 25, 2021

Assembly memo of January 5, 2021

Assembly memo of November 3, 2020

SEARHC request of October 21, 2020

Former SCH Aerial Site

Code Excerpt

SEARHC letter of December 14, 2020

Proposal for Sitka Community Hospital Site RFP

SouthEast Alaska Regional Health Consortium (SEARHC)

JULY 28, 2021

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2.7 Financial Capacity and Financing Plan – Volume II

(Divider Page)

Volume I – Technical Proposal

Executive Summary



July 28, 2021

The City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835

To our partners at the City and Borough of Sitka and members of its RFP Review Committee:

SouthEast Alaska Regional Health Consortium (SEARHC) is pleased to submit the following proposal to purchase the Sitka Community Hospital site in Sitka, Alaska.

Established in 1975, SEARHC is one of the largest and most historic Native-run health organizations in the United States. We believe rural residents deserve access to cutting-edge medical science, advanced technology, experienced providers and up-to-date-healthcare facilities. As the driver of high-quality healthcare in Southeast Alaska, SEARHC is committed to developing a new hospital and clinics within Sitka, and we are seeking your approval to purchase the Sitka Community Hospital site to continue to support this expansion.

SEARHC is interested in this purchase in order to continue offering the services to the Sitka community that we currently provide on the site through our current lease, including Long-Term Care, Physical Therapy and Home Health. In addition, once the site is acquired, we plan to add housing to bring additional needed resources to the community of Sitka.

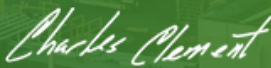
The attached proposal highlights SEARHC's history and regional offerings and introduces its effective Leadership Team, world-class providers and staff. It also showcases SEARHC's strong market position, record of financial success and strong commitment to both the communities we serve and our organizational mission, vision and values.

Thank you for your consideration of our proposal and the accompanying documents. We respectfully await your response.

Sincerely,



Kimberley Strong
Board Chair



Charles Clement
President and Chief Executive Officer

Executive Summary Narrative

ABOUT SEARHC

Established in 1975, SEARHC is one of the largest and most historic Native-run health organizations in the United States. As a nonprofit, tax-exempt health Consortium, SEARHC provides healthcare services in 27 communities throughout Southeast Alaska and takes great pride in enhancing the quality of life and improving healthcare for our region. SEARHC facilities are accredited by the Joint Commission, and SEARHC was awarded the Commission's "Gold Seal" in 2016.

SEARHC'S HISTORY

When Congress passed the Indian Self-Determination and Education Assistance Act in 1975, Alaska Native tribes had the option of assuming the operation of health services in their communities. SEARHC was one of the first organizations to contract with the Indian Health Service, the federal agency responsible for ensuring that comprehensive healthcare services are available to American Indian and Alaska Native people.

In 1976, SEARHC contracted with the Indian Health Service to assume management of the Community Health Aide Program. In 1982, the contract was expanded to include the operations of the Indian Health Service Juneau clinic, now the Ethel Lund Medical Center, and in 1986, SEARHC assumed operation of the hospital in Sitka, now Mt. Edgecumbe Medical Center. SEARHC is proud to provide quality healthcare for all residents and visitors to our communities.

MISSION

Alaska Native People working in partnership to provide the best healthcare for our communities.

VISION

Partnering with our communities to promote a healthy balance of mind, body and spirit.

VALUES

- Respect
- Cultural Identity
- Service
- Professionalism
- Compassion



SEARHC SERVICES

SEARHC offers medical, surgical, dental, behavioral health, community health and health promotion services across 27 communities in Southeast Alaska. In most cases, SEARHC is the sole healthcare provider in the communities it serves.



SEARHC operates two hospitals:

- Mt. Edgecumbe Medical Center, a 25-bed critical access hospital in Sitka providing acute care, emergency care, obstetrics, surgery, swing beds, rehabilitation and ancillary services.
- Wrangell Medical Center, a critical access hospital with eight acute care/swing beds and 14 long-term care beds, rehabilitation and ancillary services.

SEARHC employs approximately 1,400 employees and contractors, including 140 providers and 602 employees in Sitka.

Clinic Visits	137,000
Rehabilitation (PT, OT, Speech) Visits	24,000
Optometry Visits	6,000
Dental Clinic Visits	38,000
Outpatient Behavioral Health Visits	35,600
Prescriptions Filled	265,500
Lab Tests Performed	665,000
Hospital Bed Days	4,000
Swing Bed Days	2,800
Babies born at Mt. Edgecumbe Hospital	70
Surgeries at Mt. Edgecumbe Hospital	1,500

Project Team Qualifications



Team Qualifications & Performance

SEARHC's Executive Leadership Team is responsible for the organization's operational and financial performance and for setting the tone of the Consortium's culture. This team also executes the organization's Strategic Plan, developed in partnership with and approved by the Board of Directors. The Executive Leadership Team includes the following nine individuals.



Charles Clement
President, Chief Executive Officer

As President and CEO, Charles Clement is accountable for all day-to-day operations of SEARHC.

An Alaska Native of Tsimshian and Athabascan heritage, Mr. Clement came to SEARHC in 2011 from his position as vice president of operations/chief operating officer for Southcentral Foundation. He played an instrumental role in its becoming the first Alaska healthcare organization to earn the prestigious Malcolm Baldrige National Quality Award.

A graduate of Metlakatla High School, Mr. Clement earned a Bachelor of Science degree in economics and political science from Northern Arizona University in Flagstaff, Ariz. He earned a Master of Public Administration degree from the University of Alaska Anchorage and completed an executive leadership program with the Indian Health Service.



Heidi Aylsworth
Senior Vice President, Chief Strategy & Business Development Officer

As Senior Vice President, Chief Strategy and Business Development Officer, Heidi Aylsworth leads strategic planning initiatives, coordinating business development and construction projects for the Consortium. A 25-year veteran in hospital administration, Ms. Aylsworth works with healthcare teams to enhance service lines across Southeast Alaska.

Ms. Aylsworth joined SEARHC in early 2020 as Interim Hospital Administrator at Mt. Edgecumbe Medical Center. In addition to managing hospital operations, she partnered with the medical staff and clinical leadership on program development, improving patient access and ensuring quality of care.

Prior to joining SEARHC, Ms. Aylsworth was Chief Strategy Officer for the Western Washington Region of Providence St. Joseph Health, overseeing strategy and business development. In her previous role, she served as Chief Strategy Officer for Swedish Health Services. In these strategic business development positions, she was instrumental in the design and growth of various medical services and the

construction of facilities that included hospitals, outpatient facilities, clinics and ambulatory surgery centers.

After earning her Bachelor's degree in Nutrition from the University of Saskatchewan, Ms. Aylsworth went on to obtain a Master's degree in Business Administration from Western Washington University.



Elliot J. Bruhl, M.D.
Senior Vice President, Chief Medical Officer

Senior Vice President and Chief Medical Officer Dr. Bruhl provides systemwide leadership to the medical staff and clinical employees along with medical and clinical expertise to senior leadership. With more than 20 years of experience in both Tribal and non-Tribal healthcare, Dr. Bruhl was welcomed to the SEARHC executive team in May 2019.

Dr. Bruhl is also experienced in coordinating mergers and redesigning physician-practice models, and he brings a proven track record of enhancing medical staff coordination and implementing quality improvement measures in healthcare organizations across the western United States. He is also familiar with both Sitka and SEARHC, having served as the medical director for both Mountainside Family Clinic (2006–2008) and Mt. Edgumbe Hospital (2013–2015).

Dr. Bruhl received his Bachelor of Arts degree in geology from Carleton College in Northfield, MN; a Master of Science in hydrology from the University of Idaho in Moscow, ID; and his Doctor of Medicine from the University of Colorado in Denver, CO. Prior to rejoining SEARHC, Dr. Bruhl served the Mayo Clinic as Medical Director of its Northeast and Northwest Family clinics, Consulting Physician in the Mayo Clinic Department of Family Medicine and Assistant Professor in the Mayo Clinic School of Medicine.



Michael E. Douglas
Senior Vice President, Chief Legal Officer

Senior Vice President and Chief Legal Officer Michael E. Douglas oversees all aspect of the Consortium's legal affairs. Mr. Douglas first joined SEARHC as the Consortium's General Counsel in November 2012 after having served six months as interim-General Counsel. He moved into the role of Vice President, Chief Legal Officer in January 2015 and was promoted to his present position in August 2020.

Mr. Douglas holds a Master of Science in Health Care Delivery (with concentrations in innovation, finance, leadership and healthcare management) from the Tuck School of Business and Geisel School of Medicine at Dartmouth College. He received a Juris Doctor from the University of Washington School of Law, and a Bachelor of Arts with an Interdisciplinary Concentration in Law & Diversity from Fairhaven College at Western Washington University.

Prior to his tenure at SEARHC, Mr. Douglas practiced for five years as an associate attorney with the Indian law firm of Sonosky, Chambers, Sachse, Miller & Munson,

LLP, in Anchorage and Juneau. He also served as law clerk for The Hon. Trevor N. Stephens in the Superior Court for the State of Alaska, First Judicial District at Ketchikan. Mr. Douglas is admitted to practice in Alaska and Washington, and before the U.S. District Court for the District of Alaska and the U.S. Court of Appeals for the Ninth Circuit.



Dan Harris
Senior Vice President, Chief Financial Officer

Senior Vice President and Chief Financial Officer Dan Harris is responsible for all the functions related to the financial operations of SEARHC. These responsibilities include the accounting, insurance and financial systems, auditing of all medical departments, the cost-reporting process and financial impacts.

With more than 28 years of healthcare experience, Mr. Harris has spent 20 years at the chief financial officer (CFO) level working on hospital system and physician group growth as well as acquisitions. Prior to joining SEARHC, he served as CFO and Vice President of Financial Operations for Providence Health & Services in Renton, WA, providing support to system services and operations for the system's 19 hospitals in Alaska, Washington and Montana.

Mr. Harris earned a Bachelor's degree in business administration from Eastern Washington University and a Master of Business degree from the University of Portland.



Matthew G. Ione
Senior Vice President, Chief Administrative Officer

Senior Vice President and Chief Administrative Officer Matthew Ione provides operational oversight and leadership to the Information Technology, Planning and Development, Human Resources and Facilities departments. He also assists SEARHC in its continued growth efforts to provide quality healthcare services throughout Southeast Alaska.

Most recently, Mr. Ione served as the President and Chief Executive Officer of a regional housing authority. He has more than 25 years of combined experience in healthcare, housing, education, oil services and public sector industries.

His extensive work experience with Tribal organizations throughout Alaska has allowed him to develop and maintain positive relationships wherever he travels, and he has successfully helped to cultivate a new generation of leaders in the communities where he has worked and lived.

Mr. Ione has degrees in applied sciences and business administration, and he proudly served our country in the U.S. Navy, graduating from its Nuclear Field School. He has been a trustee on the Alaska Pacific University Board of Trustees and served on the board of the Association of Alaska Housing Authorities.



Leatha Merculieff
Senior Vice President and Chief of Operations

As SEARHC Senior Vice President and Chief of Operations, Leatha Merculieff oversees the operations of ancillary services for the entire Consortium, including Pharmacy, Laboratory, Radiology, Dental, Marketing, and Optometry services. Ms. Merculieff has over 20 years of healthcare experience, successfully managing employees, budgets, special projects, marketing efforts and the customer experience.

Prior to this position, Ms. Merculieff served as Hospital Administrator for Wrangell Medical Center. In that role, she was responsible for various aspects of hospital management, including creating and maintaining policies, ensuring quality assurance, assessing patient services and leading public relations.

Ms. Merculieff began working in Tribal Health in 1999 at the Alaska Native Tribal Health Consortium/Alaska Native Medical Center.

Ms. Merculieff has a Master of Business Administration degree from the Alaska Pacific University in Anchorage and a Bachelor's degree in business administration from the University of Alaska Anchorage. She is a member of the American College of Healthcare Executives and the First Alaskans Institute, Native Emerging Leaders Program.



Martin Benning
Vice President, Primary Care

Vice President of Primary Care Martin Benning provides Consortium-wide oversight of ambulatory primary care operations and supports the leadership team on strategic execution of clinical and operational priorities. He is accountable for all primary care functions including access, experience, quality, safety and overall performance for the SEARHC system.

Mr. Benning earned a Bachelor's degree in sociology with a focus in law and social policy and a Master of Healthcare Administration from the University of Washington.

Mr. Benning's background brings extensive experience in healthcare and medical group operations management at various scales and geographies.



Eric Gettis
Vice President, Behavioral Health

Vice President of Behavioral Health Eric Gettis is responsible for the development, execution and expansion of high-quality Mental Health and Behavioral Health services across the Consortium. Within his role he supervises a number of professional, supervisory, technical and clerical personnel.

Mr. Gettis has a Bachelor of Arts degree in education and a Master of Arts degree in counseling and guidance from Pacific Lutheran University in Tacoma, Washington.

Mr. Gettis gained decades of healthcare leadership with broad and varied experience at Lourdes Health Network in Washington state's Tri-Cities. He earned progressive promotions during his tenure there, finally serving as Director of Physician Practices beginning in 2008, and was responsible for overseeing 120 employees and 37 physicians in clinics providing Urgent Care, Family Practice, Internal Medicine, Pediatrics, ENT, GI, General Surgery, Obstetrics, Urology, Pulmonology and Neurology services.

Organizational Chart

SEARHC'S GOVERNANCE

The SEARHC Board of Directors (Board) serves as the chief governing body of the Consortium and provides oversight of all functions and programs. The Board is comprised of representatives elected or appointed by the respective governing bodies of 15 federally recognized Alaska Native tribes from the communities of Angoon, Craig, Douglas, Haines, Hoonah, Hydaburg, Juneau, Kake, Kasaan, Klawock, Klukwan, Petersburg, Wrangell, Sitka and Skagway.

SEARHC's Board is guided by the Consortium's mission, vision and values, which are inclusive of all people residing in the Southeast region.

Members of the Board of Directors include:

Kimberley Strong <i>Board Chair</i>	June Durgan <i>Member-At-Large</i>	James Jack, Sr. <i>Member-At-Large</i>	Annette Bennett <i>Member-At-Large</i>
Harriet Brouillette <i>Vice Chair</i>	Kevin Allen <i>Member-At-Large</i>	Lincoln Bean, Sr. <i>Member-At-Large</i>	Lawrence Widmark <i>Member-At-Large</i>
Harriet Silva <i>Treasurer</i>	Veronica Dalton <i>Member-At-Large</i>	Dorothy Smith <i>Member-At-Large</i>	Judean Gordon <i>Member-At-Large</i>
Lavina Brock <i>Secretary</i>	Sidney Edenshaw <i>Member-At-Large</i>	Patty Cottle <i>Member-At-Large</i>	

SEARHC's Accreditation Governing Body (AGB) is a subset of SEARHC's Board and has the authority to:

- Govern overall operations and programming of hospitals and medical, behavioral health and dental clinics.
- Maintain decision-making on provider and employee staffing and recruitment.
- Oversee quality improvement and compliance programs and receive regular updates on progress.
- Direct other areas relevant to accreditation and licensing of SEARHC facilities and programs.

Members of the AGB include:

Kimberley Strong <i>Board Chair</i>	Lavina Brock <i>Secretary</i>	James Jack, Sr. <i>Member-At-Large</i>
Harriet Brouillette <i>Vice Chair</i>	June Durgan <i>Member-At-Large</i>	Mark Walker <i>Southern Region Director</i>
Harriet Silva <i>Treasurer</i>	Judean Gordon <i>Member-At-Large</i>	Dr. Valerie Edwards <i>Chief of Staff</i>

Project Manager Resumes



Steven J. Merkel **Project Manager**

Steven is a seasoned problem solver, project manager and leader with 25 years of experience in healthcare and commercial construction with assignments in both Tribal health organizations and facility operations. He currently is the Facilities Senior Director for SEARHC.

EXPERIENCE

- WRANGELL MEDICAL CENTER AND OTHER HEALTHCARE FACILITY PROJECTS
SouthEast Alaska Regional Health Consortium (SEARHC) • Sitka, Alaska

As Facilities Senior and Deputy Director, responsible for regional oversight of on-going facility operations. Schedule, review and manage third party vendors, inspectors and subcontractors for on-going healthcare operations. Work with all Facilities staff in regards to on-going compliance and documentation. Participated as Facilities representative for multiple successful Joint Commission surveys and CMS surveys. Alternate voting member to IHS/MIRAC, serving on MIRAC policy and procedure committee. Manage and oversee construction initiatives Consortium-wide. Direct the Facilities Division's planning and work towards meeting SEARHC strategic goals.

- YUKON-KUSKOKWIM HEALTH CORPORATION CONSTRUCTION PROJECTS
Yukon-Kuskokwim Health Corporation • Bethel, Alaska

- TBI CONSTRUCTION PROJECTS
TBI Construction • Palmer, Alaska

- U.S. COAST GUARD I HOUSING AND RECREATIONAL FACILITY
SBS/PRO Services • Cordova, Alaska

- CONSTRUCTION PROJECT WITH HUNT BUILDING COMPANY
Hunt Building Company • El Paso, Texas

- CIVIL ENGINEERING PROJECT
KAE, Inc. • Anchorage, Alaska

EDUCATION/TRAINING

- Colorado Institute of Technology, Bachelors of Science Business & Project Planning
- Storm water pollution protection training
- Environmental protection training
- Asbestos identification and abatement training
- NFPA 101 & 99 training

LICENSES:

- CA General Contractors License #872094
- AK-CESCL Certificate # CEF-12-0221
- AHA-America Society of Healthcare Engineers member # 8022626930



Michael J. Pountney
Project Manager

Michael has 15+ years of varied facilities, maintenance and construction experience. He has managed many facets of construction projects and also has a background in heavy machinery operation and maintenance. He has received several honors and awards from the U.S. Coast Guard, including the Commendation Medal, Coast Guardsmen of the Quarter and Meritorious Service Awards.

EXPERIENCE

- **WRANGELL MEDICAL CENTER AND OTHER HEALTHCARE FACILITY PROJECTS**

SouthEast Alaska Regional Health Consortium (SEARHC) • Sitka, Alaska

As the Assistant Director of Facility Services, responsible for supporting the Facility Director with management of daily maintenance operations for SEARHC and direct oversight of Wrangell Facilities department. Manage contracts and contract work throughout Southeast Alaska. Collaborate directly with stakeholders, design/engineering teams and contractors to manage all facets of construction projects.

Previously the Construction and Engineering Manager at SEARHC. Responsible for development, design, project administration and construction of capital improvement construction projects. Projects included: Wrangell Medical Center construction and generator ATS replacement, Mt. Edgecumbe Medical Center upgrades and hydronic heat exchanger replacement, Pharmacy sterile compounding evaluation and Consortium-wide security and access control installation projects.

- **SAWMILL CREEK HATCHERY**

Northern Southeast Regional Aquaculture (NSRAA) • Sitka, Alaska

- **MACHINERY OPERATIONS AND MAINTENANCE**

- **U.S. Coast Guard • Multiple Duty Stations**

EDUCATION/TRAINING

- General shipboard fire-fighting hydraulics system and equipment
- Refrigeration and air conditioning systems, pumps and pumping, refrigerant service and recovery certification (universal)
- Aluminum MIG welding
- PLC programming
- Best Lock maintenance and installation

Architects/Engineers



Deanna Wlad, AIA, LEED®
Project Architect

Deanna's 28+ year career has focused on working with clients to create projects that enhance their organizational visions and values and speak to their specific cultural aspects. She has completed projects in a variety of delivery methods, from design-bid-build to design-build, and has proven her skill in collaborative working arrangements. Her projects are sensitive to budget constraints and environmental considerations, including the incorporation of solar thermal and photovoltaic alternative energy elements into the design.

EXPERIENCE

- OLD MATANUSKA TOWNHOUSE DEVELOPMENT
Cook Inlet Housing Authority (CIHA) • Wasilla, Alaska
- WILLOW HOUSE I SENIOR HOUSING
Cook Inlet Housing Authority • Wasilla, Alaska
- SOUTH ANCHORAGE SENIOR HOUSING
Cook Inlet Housing Authority • Anchorage, Alaska
- QANCHI PLACE
Cook Inlet Housing Authority • Anchorage, Alaska
- CH'ANIKNA COMMONS
Cook Inlet Housing Authority • Anchorage, Alaska
- WOVEN HOUSE
Cook Inlet Housing Authority • Anchorage, Alaska
- GRASS CREEK NORTH APARTMENTS & TOWNHOMES
Cook Inlet Housing Authority • Anchorage, Alaska
- SHARKTOOTH CAMP
ConocoPhillips • North Slope, Alaska
- TYOTKAS ELDERS CENTER
Kenaitze Indian Tribe • Anchorage, Alaska
- NORTHERN LIGHTS MEDIA CENTER
Northern Lights Media, Inc. • Anchorage, Alaska

EDUCATION

- Montana State University Masters of Architecture, 1993

LICENSE

- R.A. Alaska #A10622; 2002

CERTIFICATIONS

- LEED® Accredited Professional
- Municipality of Anchorage Zoning Board of Examiners and Appeals



Tara Gallagher, AIA, LEED® AP
Project Architect

Tara has made innovative and technologically advanced design the focus of her 15+ year career, particularly in the healthcare realm. Ranging from new facilities to renovations within existing buildings, Tara is adept at taking the visions of her clients and transforming them into functional solutions.

EXPERIENCE

- QINTALI VIEW SENIOR HOUSING
Cook Inlet Housing Authority • Eagle River, Alaska
- CORONADO PARK II
Cook Inlet Housing Authority • Eagle River, Alaska
- WOVEN HOUSE
Cook Inlet Housing Authority • Anchorage, Alaska
- CITY VIEW II – RESIDENTIAL DEVELOPMENT
Weidner Apartment Homes • Anchorage, Alaska
- DAWSON STREET MULTI-USE DEVELOPMENT
Private Client • Anchorage, Alaska
- ALASKA LABORERS' TRAINING SCHOOL
Local 341 • Anchorage, Alaska
- MOUNTAIN VIEW VILLAGE 5 PLEX
Cook Inlet Housing Authority • Anchorage, Alaska
- 42ND AVE MEDICAL OFFICE BUILDING
Alaska Foot & Ankle Specialists • Anchorage, Alaska
- ACCURATE VISION CLINIC
Private Client • Anchorage, Alaska
- 4TH AVENUE & A STREET
Anchorage, Alaska

EDUCATION:

- University of Idaho
- Masters of Architecture, 2006
- Minor in Business, 2005

LICENSE:

- AIA Member #308008436
- Alaska, #A103162, 2015

CERTIFICATIONS:

- LEED® Accredited Professional
- BD+C Accessibility Training 2011



Deanna Nafzger, AIA, LEED®
Project Architect

The focus of Deanna's 18+ year career has been the creation of sustainable design solutions that provide a warm and inviting atmosphere. Her projects include nonprofit organizations, healthcare facilities, multi-family housing, and commercial office space. Deanna's project experience includes Design-Bid-Build, Design-Build, CMGC, and Design-Assist.

EXPERIENCE:

- SPENARD EAST DEVELOPMENT
Cook Inlet Housing Authority • Anchorage, Alaska
- THIRTEEN-TEN WEST 32ND AVENUE
Cook Inlet Housing Authority • Anchorage, Alaska
- FOUR DIRECTIONS RENOVATION
Southcentral Foundation • Anchorage, Alaska
- CREEKVIEW PLAZA II
Cook Inlet Housing Authority • Anchorage, Alaska
- ERNIE TURNER CENTER
Cook Inlet Tribal Council • Eklutna, Alaska
- 4330 ELMORE ROAD PROPERTY PLANNING
Southcentral Foundation • Anchorage, Alaska
- GRASS CREEK NORTH MASTER PLAN
Cook Inlet Housing Authority • Anchorage, Alaska
- NUKA LEARNING AND WELLNESS CENTER
Southcentral Foundation • Anchorage, Alaska
- VALLEY NATIVE PRIMARY CARE CENTER RENOVATION
Southcentral Foundation • Wasilla, Alaska

EDUCATION:

- University of Kansas, Bachelor of Architecture, 2003

LICENSE:

- R.A. Alaska, #A12728, 2010

CERTIFICATIONS:

- LEED® Accredited Professional
- ADA, UFAS, & FHA Training Seminar
- Cascadia GBC, Chair-person, 2009-2013



Ryan McCourt, CDT
Project Architect

Ryan's 13+ year career is centered on his appreciation of Architecture's balance of science and art. He enjoys utilizing his wide range of design and technical skills, including being at the forefront of the latest technology and software, in an effort to increase project coordination and efficiency, and thereby allowing more time to be spent on what matters, the finished product.

EXPERIENCE:

- SPENARD EAST DEVELOPMENT - PHASE 1
Cook Inlet Housing Authority • Anchorage, Alaska
- OLD MATANUSKA TOWNHOUSE DEVELOPMENT
Valley Residential Services / CIHA • Wasilla, Alaska
- CH'ANIKNA COMMONS
Cook Inlet Housing Authority • Anchorage, Alaska
- CREEKVIEW PLAZA II
Cook Inlet Housing Authority • Anchorage, Alaska
- FOUR DIRECTIONS LAUREL STREET RENOVATION
Southcentral Foundation • Anchorage, Alaska

EDUCATION:

- Lawrence Technological University, Master of Architecture, 2014
- The University of Michigan, B.S. in Architecture, 2008



***Jess Stine, RA, ASID, NCIDQ,
Architect/Interior Designer***

Jess' 13+year of project experience includes both architecture and interior design and spans healthcare, corporate, laboratories, nonprofit, residential, signage and graphic design. Jess has a variety of project experience including design-build, CMGC, and design-bid-build. She is also skilled in space planning of anticipated furniture and equipment and selecting and creating furniture bid packages.

EXPERIENCE:

- SPENARD EAST DEVELOPMENT - PHASE 1
Cook Inlet Housing Authority • Anchorage, Alaska
- SOUTH ANCHORAGE SENIOR HOUSING
Cook Inlet Housing Authority • Anchorage, Alaska
- THIRTEEN-TEN WEST 32ND AVENUE
Cook Inlet Housing Authority • Anchorage, Alaska
- WOVEN HOUSE
Cook Inlet Housing Authority • Anchorage, Alaska
- ACCURATE VISION CLINIC
Dr. Benjamin Crawford • Anchorage, Alaska

EDUCATION:

- Illinois Institute of Technology, Bachelor of Architecture, 2008

REGISTRATION:

- Alaska, #A106085, 2017



Trevor S. Sande, P.E., Project Engineer
R&M Engineering — Ketchikan, Inc.

Trevor Sande was born and raised in Ketchikan and worked his way through high school and college by commercial fishing throughout Southeast Alaska. Trevor joined R&M in 1993 and became a principal owner in 1998. In 2003, Trevor took over management of R&M and is currently President. Trevor also is a licensed general contractor doing business as Marble Construction, owner of a wood products manufacturing company Tongass Forest Enterprises, and operates a land development company and an oyster and kelp farm as Marble Seafoods.

EXPERIENCE:

- Site Design, Drainage, Utilities and Survey Control For Building Projects Include:
Metlakatla AISU Health Center Site Development, Ketchikan Wal-Mart, Ketchikan Shipyard facility, Craig High School, Coffman Cove School, Naukati School, Saxman SEARHC Clinic, Ketchikan Youth Facility, Ketchikan Indoor Recreation Center, Metlakatla Housing Authority with over 70 houses and one apartment complex, Fawn Mountain School and Sports Complex
- Geotechnical Engineering
Ketchikan Aquatic Center, Ketchikan Fire Station, City of Ketchikan Parking Garage, OceansAlaska Aquarium Site, Craig Water Reservoir, Craig North Fork Dam, Craig High School, Kasaan Discovery Lodge, Klawock Vocational School,
- Marine Design Projects Include:
Coffman Cove Harbor Expansion, Launch Ramp's in Coffman Cove, Craig and Klawock, Drive Down Ramps in Coffman Cove and Klawock, Trident Kodiak Dock, Burnett Inlet Hatchery Expansion, Craig False Island Dock, Ketchikan Airport Boat Float, Tolstoi Industrial Park, Inter Island Ferry Master Plan, Saxman Harbor Plan, Saxman Seaport Harbor Expansion and the Klawock Harbor Expansion
- Utility Design Projects Include:
Metlakatla Sewer Master Plan & Numerous Sewer and Water Extensions and Reconstruction, City of Craig Water Master Plan and many related system upgrades, Craig 835,000 Gallon Storage Tank Reservoir, Craig Water Plant Expansion, Craig Beach Road Interceptor Sewer, Craig Sewer Treatment Plant Outfall, & Pump Stations, Klawock Three Mile Creek Water Source Feasibility Assessment, Klawock Wastewater Treatment Plant, Outfall & Pump Stations, Mary Jackson Subdivision (260 lots with 6.5 miles of utilities), Ketchikan South Tongass Service Area Water and Sewer Design(over 20 miles of pipe design), Ketchikan Shoreline Service Area Sewer and Water Master Plan
- Road and Street Design Include:
Craig 8th Avenue, Craig Causeway Upgrade, Don King and Signal Road, North Tongass Walmart Traffic Light and Highway Widening, Tolstoi Industrial Site, Mary Jackson Subdivision, Raven Street in Metlakatla, and Cassiar Street in Wrangell.
- Structural Design Projects Include:
Ketchikan Key Bank, Trident Ketchikan Processing Plant, Trident Kodiak Processing Plant, Ketchikan Berth IV Retain and Office Complex, Craig Water Plant, Craig False Island Dock, Craig False Island Ice House, Klawock Transfer Station, Coffman Cove

Post Office, Metlakatla Cannery Repairs, Kake Senior Housing Project, Silver Bay Valdez Processing Plant, Trident Cordova Processing Facility, Craig North Fork Dam Expansion, False Pass Transfer Bridge, City of Klawock Transfer Bridge, Halibut Point Road ADOT&PF Temporary Bridges

EDUCATION:

- Washington State University, B.S., Civil Engineering (Cum Laude)

REGISTRATIONS:

- Civil Engineer, Alaska, (No. 9778)
- Structural Engineer, Alaska (No.14330)
- Environmental Engineer, Alaska (No. 14331)
- Registered General Contractor (Marble Construction) with residential endorsement

PROFESSIONAL ORGANIZATIONS:

American Society of Civil Engineers, Southeast Alaska Home Builders Association, Alaska Fisheries Development Foundation Board Treasurer, Alaska Shellfish Growers Association board Treasurer, Pacific Shellfish Growers Association, Alaska Mariculture Alliance, Alaska Miners Association, Wrangell Golf Board

Experience and Approach

The SEARHC leadership team has extensive experience in the planning and execution of construction and development projects, including the following:

Currently Underway

FACILITY	TYPE OF CONSTRUCTION	ESTIMATED COST
Mt. Edgecumbe Medical Center	Replacement	\$200,000,000
Haines Clinic – Behavioral Health & PT	Remodel	\$1,325,000
Gustavus Clinic	Replacement	\$2,000,000

Completed Projects

FACILITY	TYPE OF CONSTRUCTION	COST	COMPLETION DATE
Petersburg Dental Clinic	Remodel	\$375,000	2021
Ethel Lund Medical Center	Substantial Remodel	\$7,000,000	2020
Wrangell Medical Center	New Construction	\$30,000,000	2020
Juneau Administrative Offices	Remodel	\$750,000	2019
Craig Health Clinic	Remodel	\$500,000	2019
Juneau Pediatric Dental Clinic	New Construction	\$7,000,000	2017
Mt. Edgecumbe Medical Center Emergency Department	Remodel	\$3,000,000	2017
Haines Dental Clinic	New Build in Existing Shell	\$3,000,000	2015
Hoonah Health Center	New Construction	\$9,000,000	2015
Haines Health Center	Remodel	\$1,500,000	2014
Alaska Island Community Services (AICS) Medical Clinic	New Construction	\$4,000,000	2013

Project Approach



Concept Narrative

SEARHC believes the former Sitka Community Hospital site is conducive to a first-class high-density development. We are confident that strong demand exists to continue high-quality medical services and include multi-family housing, making the best use of the large lot.

The proposed vision for this project will provide a new vibrant neighborhood. The existing facility will receive significant upgrades to continue offering essential services such as Long-Term Care, Rehabilitation Services, Home Health and other administrative functions. Exterior upgrades will include a remodeled entry and refreshed aesthetic design to coordinate with the future multi-family residential building adjacent and the mixed-use facility planned along Halibut Point Road.

A new multi-family unit consisting of 28 units will be constructed towards the southeast portion of the parcel.

The current use of the parcel will not change significantly, and the addition of residential housing will buffer the surrounding residential neighborhoods. The intent is to refresh the existing facility and provide housing opportunities for the community.

Our proposal consists of a phased approach. The development's first phase will include significant interior remodels, including major mechanical systems, to the existing Sitka Community Hospital facility. The modular unit, currently home to Mountainside Family Clinic and Urgent Care, will be removed. These services will move into off-site clinic space. This phase will also include changes to the exterior of the existing facility, including a newly configured entry and updated paint, design features, and landscaping. The second phase will include the development of a multi-family housing unit providing 28 new housing units for the community. In addition, parking for the entire development will be reconfigured between the two phases to provide 152 parking spaces, in excess of the 114 parking spaces required by code.

The multi-family residential building occupies the southeast portion of the main parcel with a 10-foot



setback from the Public Health Building and ample parking on all other sides. The building will be three (3) stories tall or 40 feet tall. The building will feature a mix of one (1) bedroom one (1) bathroom units and two (2) bedroom one (1) bathroom units. All units will have a minimum of 9-foot ceilings, upgraded cabinet packages, track and pendant lighting, upgraded hard surfaces in the kitchens and bathrooms, and upgraded appliances. High-tech features and state-of-the-art technology will be a theme consistent throughout the project. All units will be separately metered for electricity. The building will feature one (1) main entry point and two additional entry points on either side of the building, bringing light and air to the interior of the building. The use of bays, balconies and various window sizes will create a complex layering of architectural elements. The building's exterior will be designed with durable, low-maintenance materials, presenting a facade articulated to the scale of the adjacent properties, and providing wayfinding throughout the property. Vegetative landscaping will be used along the perimeter of the lot to provide buffering to the residential neighborhood. This project will be designed as apartment-style units with the potential of converting to for-sale condominiums in the future.

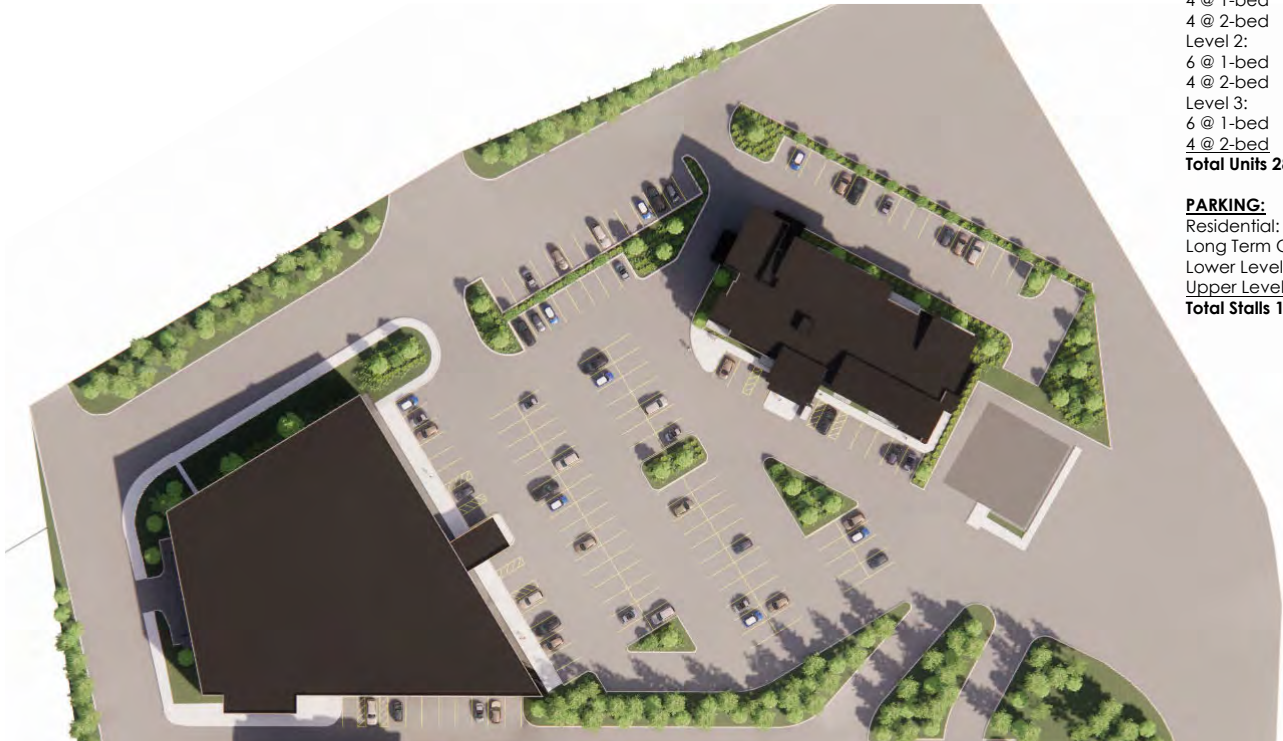
The building character is defined by the use of color and architectural features to blend with the existing Sitka Community Hospital facility and the future

mixed-use facility located on Halibut Point Road. Together, this will create a dynamic and lively facade that is able to maintain a modern and consistent design language without feeling boring or repetitive, and that disguises its scale. The intent of the layering of materials, adhered to setbacks and landscaping throughout, is to blend this building with its neighbors respectfully.

SEARHC will provide housing for employees, attracting young professionals to our community and an opportunity for them to secure affordable housing. The multi-family housing project will provide safe and efficient apartments for young professionals, small families and empty-nest adults with close proximity to commercial and recreational amenities. The nature of this type of project caters more towards those that are active, social and desire to live close to work. The density of the project will enhance the economic success of the Halibut Point Road commercial area while adding additional needed parking areas. SEARHC believes the residential aspects of the mixed-use development will work to strengthen the adjacent commercial area and act as a threshold to the residential neighborhoods surrounding the parcels.



Overall Site Plan



RESIDENTIAL:

Level 1:

4 @ 1-bed

4 @ 2-bed

Level 2:

6 @ 1-bed

4 @ 2-bed

Level 3:

6 @ 1-bed

4 @ 2-bed

Total Units 28

PARKING:

Residential: 56 stalls

Long Term Care:

Lower Level: 50 stalls

Upper Level: 46 stalls

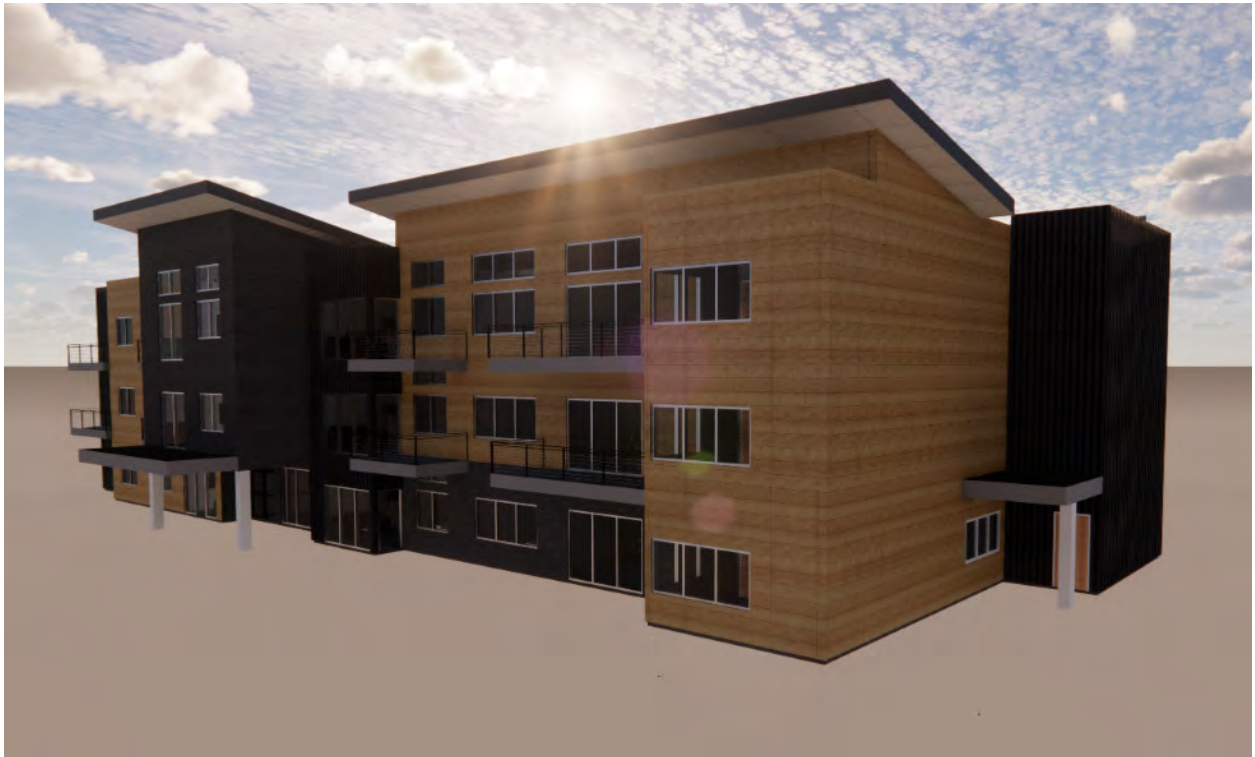
Total Stalls 152



Conceptual Design

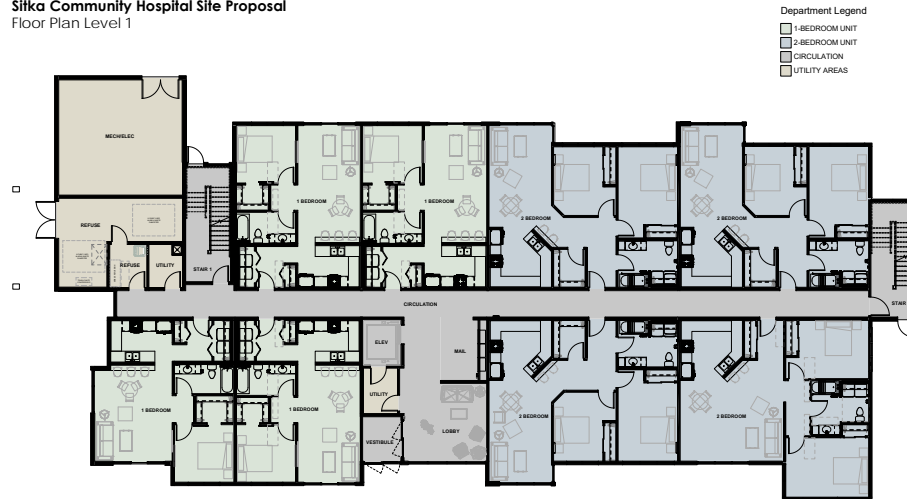




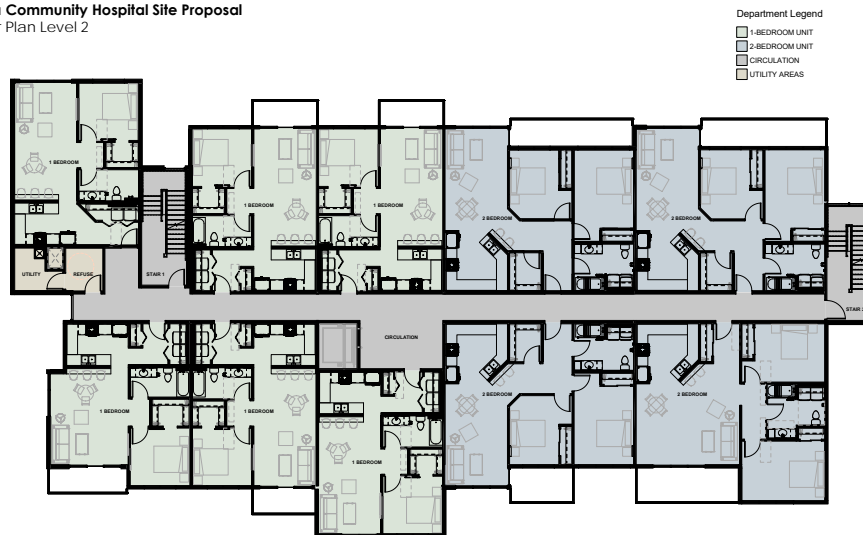




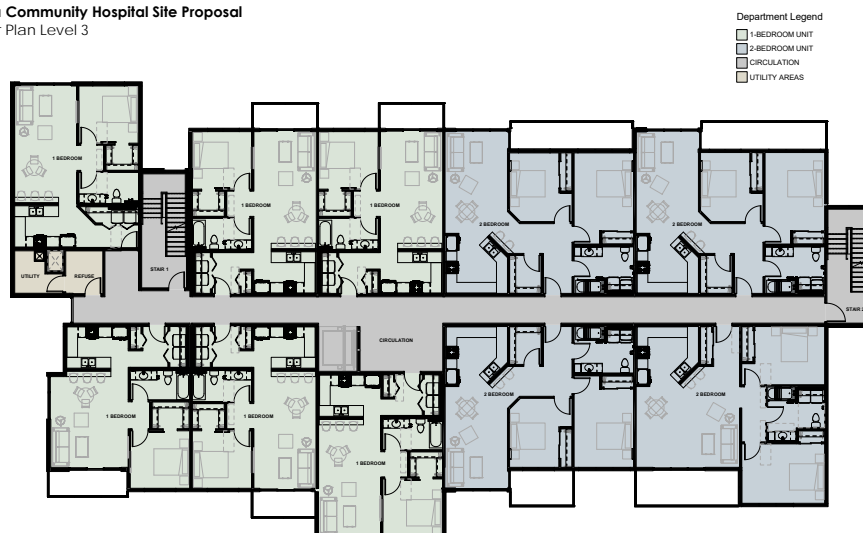
Sitka Community Hospital Site Proposal
Floor Plan Level 1



Sitka Community Hospital Site Proposal
Floor Plan Level 2



Sitka Community Hospital Site Proposal
Floor Plan Level 3



Project Schedule – Narrative

The former Sitka Community Hospital campus development project will begin shortly after the finalized sale of the property and transfer of the deed to SEARHC.

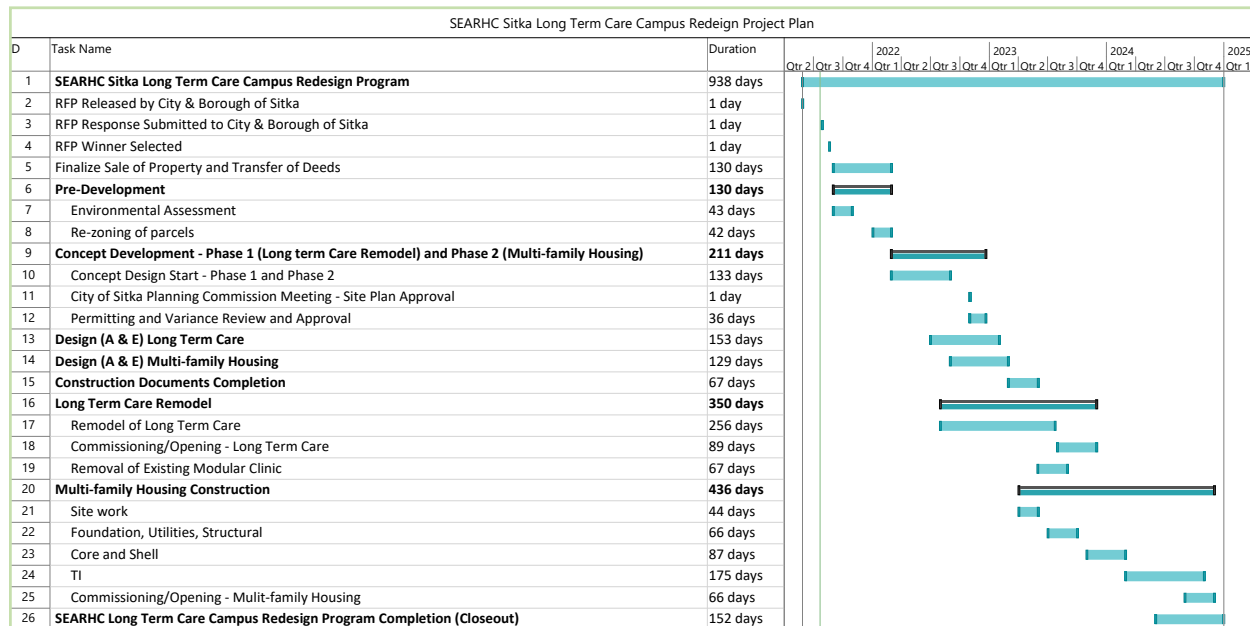
SEARHC is proposing the project be completed in two phases. The first phase will include an update of mechanical systems and remodel of the existing former Sitka Community Hospital facility. The environmental assessments, zoning and design, are proposed to be completed by August 2022. Construction may be completed as early as the end of 2023.

The high-density multi-family housing unit construction will begin in late 2023 and be completed by 2024. Housing is required to be available by the time the new Mt. Edgecumbe Medical Center Construction and Expansion project is completed.



Project Schedule – Chart

SEARHC Sitka Long Term Care Campus Redesign Project Plan				
ID	Task Name	Duration	Start	Finish
1	SEARHC Sitka Long Term Care Campus Redesign Program	938 days	Fri 5/28/21	Tue 12/31/24
2	RFP Released by City & Borough of Sitka	1 day	Fri 5/28/21	Fri 5/28/21
3	RFP Response Submitted to City & Borough of Sitka	1 day	Wed 7/28/21	Wed 7/28/21
4	RFP Winner Selected	1 day	Fri 8/20/21	Fri 8/20/21
5	Finalize Sale of Property and Transfer of Deeds	130 days	Wed 9/1/21	Tue 3/1/22
6	Pre-Development	130 days	Wed 9/1/21	Tue 3/1/22
7	Environmental Assessment	43 days	Wed 9/1/21	Fri 10/29/21
8	Re-zoning of parcels	42 days	Mon 1/3/22	Tue 3/1/22
9	Concept Development - Phase 1 (Long term Care Remodel) and Phase 2 (Multi-family Housing)	211 days	Tue 3/1/22	Tue 12/20/22
10	Concept Design Start - Phase 1 and Phase 2	133 days	Tue 3/1/22	Thu 9/1/22
11	City of Sitka Planning Commission Meeting - Site Plan Approval	1 day	Tue 11/1/22	Tue 11/1/22
12	Permitting and Variance Review and Approval	36 days	Tue 11/1/22	Tue 12/20/22
13	Design (A & E) Long Term Care	153 days	Fri 7/1/22	Tue 1/31/23
14	Design (A & E) Multi-family Housing	129 days	Thu 9/1/22	Tue 2/28/23
15	Construction Documents Completion	67 days	Wed 3/1/23	Thu 6/1/23
16	Long Term Care Remodel	350 days	Mon 8/1/22	Fri 12/1/23
17	Remodel of Long Term Care	256 days	Mon 8/1/22	Mon 7/24/23
18	Commissioning/Opening - Long Term Care	89 days	Tue 8/1/23	Fri 12/1/23
19	Removal of Existing Modular Clinic	67 days	Thu 6/1/23	Fri 9/1/23
20	Multi-family Housing Construction	436 days	Mon 4/3/23	Mon 12/2/24
21	Site work	44 days	Mon 4/3/23	Thu 6/1/23
22	Foundation, Utilities, Structural	66 days	Mon 7/3/23	Mon 10/2/23
23	Core and Shell	87 days	Wed 11/1/23	Thu 2/29/24
24	TI	175 days	Fri 3/1/24	Thu 10/31/24
25	Commissioning/Opening - Multit-family Housing	66 days	Mon 9/2/24	Mon 12/2/24
26	SEARHC Long Term Care Campus Redesign Program Completion (Closeout)	152 days	Mon 6/3/24	Tue 12/31/24



Quality Management Approach

In every project, SEARHC requires high-quality construction practices. By building an experienced and knowledgeable project team, SEARHC holds a strong record of quality performance and quality-specific individual credentials to manage projects through completion, mitigating any inherent risks.

The remodel and renovation of the former Sitka Community Hospital facility will correct all existing deficiencies and replace all end-of-life equipment and systems.

SEARHC will oversee all design, engineering, and construction in the multi-family housing development to ensure the facility meets or exceeds all building codes and practices.

In operating and maintaining the development project, SEARHC is solely responsible for long-term costs and will ensure that high-quality materials and comprehensive design strategies are used to minimize future maintenance costs.

In every function, SEARHC is committed to providing state-of-the-art facilities operating in compliance with Centers for Medicare and Medicaid Services standards and Joint Commission accreditation to ensure high-quality healthcare for the community of Sitka.



Community & Neighborhood Impact



Community and Neighborhood Benefits

Healthcare is Sitka's number one industry, supplying over 600 permanent jobs to the community. As part of expanding this industry and honoring the commitment to the City and Borough of Sitka to construct a new state-of-the-art healthcare facility, SEARHC is in need of additional space for essential long-term care, home health and rehabilitation services, transitional office space, and housing for future employees.

SEARHC is poised and ready to continue expanding, increasing healthcare services for Sitkans, and bringing additional permanent employment opportunities to the community. The Mt. Edgecumbe Medical Center Construction and Expansion project will be one of the largest construction projects ever in Southeast Alaska. The expansion project will make use of Sitka's renewable hydroelectric generation with an investment in infrastructure to Japanski Island. This new infrastructure is essential to the healthcare facility but also benefits Mt. Edgecumbe High School, the Sitka Rocky Gutierrez Airport, and the United States Coast Guard as they plan shoreside improvements to accommodate a new Fast Response Cutter. Additional electrical revenues for the City and Borough of Sitka alone are expected to be in the vicinity of \$1 million annually upon the new facility's opening. SEARHC will pursue green technologies such as ocean thermal energy conversion, electric vehicle infrastructure, and others to meet the required LEED Gold Certification. This shovel-ready project will create hundreds of employment opportunities, both temporary construction and permanent healthcare positions. The project will





positively impact a wide variety of local and regional businesses.

SEARHC values the location and the infrastructure available at the former Sitka Community Hospital site and desires to maintain healthcare facilities on both sides of the bridge. In the proposed development plan, SEARHC will continue expanding existing services while providing housing for the community to meet funding requirements for the Mt. Edgecumbe Medical Center Construction and Expansion project.

Sitka Long-Term Care offers professional, skilled nursing services in a protected, homelike environment for those who need more care than can be delivered at home. Long-term care is a growing need for Sitka because its population is aging. Residents aged 80 and older are projected to make up 23% of the total population by 2030. If these services were to leave the community, many of our revered senior citizens would not be able to age in place.

Around the country, there is a growing need for these critical care services. Sitka Long-term Care has long been operating at capacity. Additional citizens need this type of care, and the current facility is limited due to space constraints. Ownership of the facility will allow for expansion of available bed capacity, requiring additional permanent healthcare employees and benefiting those aging in place and their families.

Home Health services are currently occupying space at the former Sitka Community Hospital facility. To improve access to health, SEARHC began the Home Health program, developed to provide home-based services for the Sitka community. SEARHC's Home Health is currently staffed with a team of experienced home health professionals skilled in nursing and rehabilitative services, guiding care for Sitkans at home. This service has exponential opportunities for growth, providing additional care options for those wanting to stay in a home setting.

Mountainside Rehabilitation Clinic provides outpatient rehabilitation services, which include Physical Therapy and Occupational Therapy. Services are offered in remodeled portions of the former Sitka Community Hospital basement level and include a gym and private treatment rooms. Because demand for Rehabilitative

Services continues to increase, additional areas need to be remodeled and expanded.

As part of the funding requirement for the Mt. Edgecumbe Medical Center Construction and Expansion Project, the Indian Health Service is requiring that housing is constructed for healthcare employees. Adding a multi-unit housing development to the former Sitka Community Hospital site helps to marry the essential community services currently operating in the facility with the neighborhood's residential character. In a community that is currently limited by housing, an additional 28 units will add greatly to the housing stock. The high-density development makes the best use of the lot, enabling parking and setback requirements to be met. SEARHC housing units will be rent-controlled and leased at fair market rental rates. This efficient and affordable housing development will allow SEARHC to recruit and retain skilled healthcare providers, and enable additional healthcare services to be provided within Sitka.

Sitka's economic development can be enhanced by housing construction as it creates jobs in the building trades and simultaneously enhances our ability to support local businesses and attract new ones. The City and Borough of Sitka understands this dynamic. The City's 2030 Comprehensive Plan calls for providing high quality, affordable, and diverse housing choices throughout Sitka as essential to the future prosperity of the community.

SEARHC's proposed addition of multi-family residential development to the former Sitka Community Hospital site will meet many of the City's 2030 plan objectives, including increasing the range of housing and affordability and supporting and growing an existing business to develop Sitka's workforce.



Potential adverse impacts

Potential adverse impacts on the community and neighboring properties are limited to the noise and storage of materials associated with constructing the multi-family housing. The development's updated parking plan will provide excess parking for services within the existing facility and the multi-family housing. This inclusion of residential development will limit "commercial creep" and maintain the residential feel of the surrounding neighborhood.



Long-Term Operations

SEARHC will be the responsible entity for the long-term operation, maintenance and management of the development.



(Divider Page)

Volume II – Financial Capacity & Financial Plan

Financial Capacity and Financing Plan – Volume II

2.7.1 Benefits to the Sitka Economy

A. Estimated Tax Revenue to CBS

Our proposal initially would not have a significant impact on the tax revenue to City and Borough of Sitka (CBS). There could be a positive sales tax impact because of the consumer behaviors of the additional residents that the new housing could draw to the city. Likewise, the increased utility usage from the new housing units could result in a slight increase to tax revenue. The exact amounts of these increases are not realistically qualified, but are likely to be significant enough to impact this RFP decision.

B. Estimated Job Creation

With ownership of the facility, SEARHC would quickly move to expand the number of Long-Term Care beds from 15 to 19. This would result in a staff increase of 4.2 FTE's for an additional Certified Nursing Assistant (CNA) to be staffed in the facility 24 hours a day, seven days per week. Owning the facility would also allow SEARHC the ability to remodel the current Home Health and Physical Therapy spaces to expand services over time as demand grows. Additional jobs could be associated with this additional future growth.

Although the job growth in the SEARHC proposal is not high, it should be noted that there are currently many job openings currently in Sitka, including at SEARHC, that are unable to be filled due to the lack of housing availability in the community. Consequently, without the addition of the housing units identified in this proposal, there could be net loss of jobs to the Sitka community. As an example, if SEARHC employees cannot find housing in Sitka, then SEARHC would need to move some of the current Sitka-based roles to Juneau or other communities where housing is more readily available and cost effective. Our proposal would help to mitigate this risk and ensure that current Sitka-based jobs stay in Sitka.



2.7.2 Financial Feasibility

A. Purchase/Lease Offer

SEARHC hired Julie C. Dinneen, MAI of the Julie Dinneen Company to perform an appraisal of the facility and land associated with this RFP. The report was received on June 25, 2021 and was completed in conformance with the appraisal reporting standards formulated by the Uniform Standards of Professional Practice (USPAP) as formulated by the Appraisal Foundation.

The appraisal confirmed the known issues of a building of this age, including deferred maintenance, functional obsolescence, outdated design and a less than ideal layout. There was also critical information that was not available to the appraiser or SEARHC without a complete top to bottom assessment of the property. The depreciation impacting the property was also not known to the appraiser nor SEARHC.

Given the age of the facility and the information that is unknown related to the facility and land, SEARHC will offer a purchase price of \$8,250,000 for the land and property in as-is condition.

B. Financing Plan

SEARCH has the financial capacity to finance the total cost of the acquisition and proposed development from current cash reserves.

Our financial performance year to date 2021 continues to be strong, ensuring we have the resources needed to continue to grow and invest in our healthcare system.

SEARHC has completed a 10 year, long-range plan (LRP) evaluating its financing needs in relation to the Joint Venture Construction Program project in Sitka and broader Consortium operating and capital goals. As part of this plan, we will be accessing the debt market.

We have confidence in our ability to execute our goals and projections on the LRP. The funding and acquisition of financing and the construction of new facilities and growth are the results of years of planning and preparation. SEARHC's overall financial performance would equate to the median ratios of A+ to A rated organizations.

C. Project Budget

Total project budget is currently under development, pending results of RFP process.

D. Public Subsidy Needs

SEARHC would not require any public subsidy or assistance from state, federal, or nonprofit agencies to support the purchase or future development of this site.





City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

August 9, 2021

[VIA EMAIL ONLY]

Kimberley Strong, Board Chair
Charles Clement, President & CEO
Southeast Alaska Regional Health Consortium (SEARHC)
222 Tongass Drive
Sitka, AK 99835
kstrong@searhc.org
cclement@searhc.org

Re: Response to Request for Proposals: Sitka Community Hospital Site

Dear Chairwoman Strong and Mr. Clement,

The City and Borough of Sitka (CBS) would like to thank you and your team for submitting a response to the Request for Proposals (RFP) for the Lease/Sale of the Sitka Community Hospital Site. Our internal review team has reviewed your response, but felt unanimously that there were a few areas of further clarification needed before a comprehensive evaluation can be completed. Please find the areas requiring further explanation or detail below:

1. **Financial Viability:** Per section 1.2(C) of the RFP, the proposal must show the financial capability of acquiring the property and undertaking the proposed development. Example documents to help establish financial capability include company operation revenues and expenses, an audited balance sheet and cashflow statement from the most recent fiscal year, history of debt repayments, and/or a letter of credit.
2. **Project Budget:** Per section 1.2(E) of the RFP, a project proforma and design/construction budget is required. This is also reiterated in Section 2.7.2(C). Project assumptions to demonstrate financial feasibility through acquisition, predevelopment, construction, and ongoing operations should also include the required zoning designation needed to facilitate the development. In addition to a more complete understanding of community benefits and risk, this supplemental information will also help inform the evaluation team's analysis of tax revenues under section 2.7.1(A).
3. **Risk Assessment:** Per section 2.7.3 of the RFP, a risk assessment narrative must be included. All identified risks should include your assessment of their probability as well as any mitigation measures that will be taken. Not every possible risk must be included in the risk assessment; rather, it should focus on those that have a medium to high probability of occurring and/or impacting the overall success of the proposal.

4. **Confidentiality:** The selected proposal will be presented to the CBS Assembly on August 24, 2021 (with publishing of the Assembly's agenda and packet on the CBS website by August 20th). No sections of SEARHC's RFP response were labelled as "proprietary" or "confidential" per RFP section 3.6. If SEARHC objects to its RFP response being included in the Assembly's packet were it to be the selected proposal, or would like to resubmit any digital pages of the RFP response with proprietary/confidential designations, please inform CBS.

In order to stay on track with the RFP schedule and Assembly deadlines, we kindly request these new submissions/clarifications by close of business on Friday, August 13th. If not received by this date, CBS will assume that SEARHC does not wish to modify/supplement its response and will evaluate it as-is.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Leach', written over a horizontal line.

John Leach
Municipal Administrator

Cc: Brian Hanson, Municipal Attorney
Amy Ainslie, Planning Director

August 13, 2021

Mr. John Leach
Municipal Administrator
City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835

Dear Mr. Leach,

Per your request dated August 9, 2021, the SouthEast Alaska Regional Health Consortium (SEARHC) submits the following additional information regarding our former Sitka Community Hospital site request for proposal submission.

1. Financial Viability: Please see the accompanying letter of credit. As referenced in the RFP, SEARHC has funds to acquire the property and undertake the proposed development.
2. Project Budget: Please see the accompanying project proforma and design/construction budget. The budget is an estimate and may be subject to change.
3. Risk Assessment: SEARHC has analyzed possible risks that may impede the success of the proposal, and there are minimal. The most significant risk is the political process and ambiguity around the city's public vote.

There are normal risks that may alter the project schedule, such as delays due to equipment, materials, weather, etc. SEARHC has proven its ability to proceed with projects even amidst great adversity, such as global pandemics. Outside of acts of God, we are confident that SEARHC can overcome the minimal risks to proceed with the proposed project.

4. Confidentiality: The RFP submittal may be provided to the Assembly and public.

Please let me know if you have any additional questions.

Sincerely,



Charles Clement

President and Chief Executive Officer



Paul W. Partington

Senior Vice President
Senior Client Investment Officer – Endowment and Foundations
Northern Trust Asset Management
pwp1@ntrs.com

August 12, 2021

To: City of Sitka, Alaska and the Sitka Assembly

From: Paul W. Partington, Client Investment Officer, Northern Trust

Regarding: SouthEast Alaska Regional Health Consortium (SEARHC) potential asset acquisition

To Whom It May Concern;

I am writing to you on behalf of the SouthEast Alaska Regional Health Consortium to confirm for you SEARHC's ability to engage in a potential asset acquisition. At their request, I can confirm for you that SEARHC has significant financial resources held and supported by Northern Trust. I can further confirm that there are sufficient liquid assets to complete any single transaction up to \$50 million dollars.

Sincerely,

Senior Vice President

The Northern Trust Company

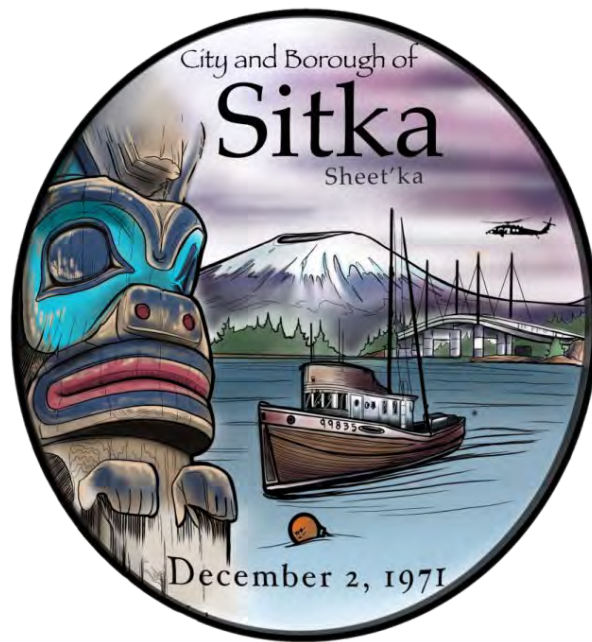
50 South LaSalle Street
Chicago, Illinois 60603
312-630-6000

Former Sitka Community Hospital Campus Project

FULL PROGRAM BUDGET ESTIMATE – 07.31.2021

Description	Estimate at Completion	Comments
PROPERTY ACQUISITION	\$8,250,000	
CONSTRUCTION	\$21,780,000	
Former Sitka Community Hospital Facility	\$4,581,900	
Housing Building	\$17,198,100	
PRE-CONSTRUCTION SERVICES	\$58,731	
Pre-Construction Services by CM/GC Contractor	\$58,731	
DESIGN	\$2,178,000	
A/E Design Services	\$2,178,000	
PROJECT MANAGEMENT	\$243,400	
Project Management Services	\$243,400	
OTHER PROFESSIONAL SERVICES	\$222,640	
Special Inspections	\$102,554	
Commissioning	\$87,954	
Other (Regulatory and Misc. Fees)	\$32,132	
PROJECT ADMINISTRATION	\$161,870	
Permits (by Owner)	\$141,326	
Owner Insurance	\$20,544	
FF&E, ACTIVATION, MOVE-IN,	\$1,625,000	
Activation/Move in	\$50,000	
FF&E - Medical , Non-Medical Equipment, IT, Furnishings	\$1,575,000	
CONTINGENCY (10% of total program budget)	\$3,451,964	
TOTAL	\$37,971,605	

City & Borough of Sitka



REQUEST FOR PROPOSALS To Purchase or Lease Sitka Community Hospital Site 209 Moller Drive, Sitka, Alaska

Prepared By:
The Boutet Company, inc.
601 E. 57th Place, Suite 102
Anchorage, Alaska 99518
(907) 522-6779

And

The City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835
(907) 747-1815

**Open: 28 May 2021
Close: 28 July 2021**

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APPENDIX

- A – Project Location, Map
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1. INTRODUCTION

1.1 Project Description

This Request for Proposals ("RFP") seeks qualified developers (each, an "Applicant," and together, "Applicants") to provide proposals (each, a "Proposal") for the lease or purchase and subsequent development/ repurposing (the "Project") of the structures and surrounding lots at 209 Moller Drive, Sitka, Alaska known as the Sitka Community Hospital (the "Property"). The Sitka Community Hospital and related healthcare facilities are comprised of two buildings located on four lots (see Appendix A.1– location map). The specific parcels of interest include:

- 209 Moller Drive, Parcel ID# 1-4477-000
- 302 Gavan Street, Parcel ID# 1-4476-000
- 202 Brady Street, Parcel ID# 1-4454-000
- 204 Brady Street, Parcel ID# 1-4452-000

The purpose of this Request for Proposals (RFP) is to identify opportunities for redevelopment/ repurposing of the Sitka Community Hospital. This process will identify alternative concepts and evaluate proposals based on their overall economic and social benefit to the community of Sitka. The CBS is requesting innovative proposals which comply with the Project Goals and Project Requirements, as required and defined in this RFP. The City and Borough of Sitka (CBS) will select (if at all) the best Proposal utilizing a best-value, competitive proposal process pursuant of CBS General Code, as set forth in the RFP.

The Sitka Community Hospital properties and facilities are owned by CBS and operated by the Southeast Alaska Regional Health Consortium (SEARHC) under a facility lease agreement until 31 July 2024. The services provided at this facility include:

- Sitka Long-term care: resident skilled nursing services
- Mountainside Family Clinic: family medicine and urgent care
- Mountainside Rehabilitation Clinic: physical/occupational therapy and athletic/sports training

The Property is located near the Moller Park and the Sitka Harbor. These parcels are currently zoned P – Public Lands, which is defined in Sitka General Code (SGC) 22.16.020 as follows: *“The public lands district is intended to contain government-owned lands or lands owned by nonprofit institutions serving the public interest which are utilized for public recreation, education or institutional uses.”* The adjacent uses are P – Public Lands, C-1 – General Commercial, and R-1 – Residential.

The existing Sitka Community Hospital is a one (1) story building with a basement. The main floor consists of 26,605 square feet and the basement is 25,549 square feet. The building was significantly renovated in 1981 and is constructed with a concrete slab on ground foundation, reinforced concrete exterior walls with metal siding, and single membrane flat roof. Off-street

parking is provided. The Mountainside Clinic modular building which is also on the site was installed in 2011 and finished in 2012. It has approximately 3100 square feet in main building which contains about 9 offices and 7 exam rooms. There is also a 210 square feet storage building with covered walkway on the south side of the clinic. The facility has Malarky 3 tab asphalt roofing shingles and a composite fiber clap board for siding. The overall building is a standard stick-frame construction. Adjacent to the Mountainside Clinic is a small Modular Biohazard Shop.

The Property is owned by the CBS. All recommendations made upon the review of Proposals by the Proposal Review Committee are subject to the approval of the CBS Assembly, and could be subject to an advisory vote of the citizens per the procedures in SGC 18.12.010(B). Conveyance of the property must comply with all provisions of SGC Title 18. In the event that the Property is not transferred to a selected Applicant, CBS reserves, among the other rights reserved in Section 3.4, below, the right to:

- (i) Supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- (ii) Cancel this RFP with or without issuing another RFP;
- (iii) Terminate negotiations regarding any and all Proposals at any time; and/or
- (iv) Rescind a selection of an Applicant prior to contract.

1.2 Scope of Services

CBS is soliciting Proposals from Applicants that demonstrate the experience, capacity, and creativity to develop a dynamic project that will maximize the existing Property in a manner that represents the most productive and beneficial use for the community of Sitka. Proposals must consider the existing characteristics of the surrounding neighborhood and develop a Proposal that is compatible within this context. The Proposal must also demonstrate financial feasibility.

This RFP allows flexibility and does not specifically describe every detail of work required. It is each Applicant's responsibility to review all pertinent Project information. The Applicant shall determine the full scope of the Project through a thorough examination of the RFP, the Project site, and any reasonable inferences to be gathered from each. Applicants shall not rely on the physical descriptions contained in the RFP to identify all the Project components.

At a minimum, proposals shall include the following:

- A. A complete description of the Applicant's entity (corporation, partnership, etc.) and identification of all parties including disclosures of all persons or entities having a beneficial interest in the proposal. Include resumes of the Applicant's previous experience in development projects within Southeast Alaska, and a description of the scope and quality of past projects.

- B. Development concepts should include but are not limited to:
- Site plans showing the extent of proposed development with different project components clearly labeled
 - Scaled concept or schematic floor plans
 - Concept or schematic elevations and renderings as appropriate
 - Descriptions of proposed building and finish treatments and materials.
- C. Confirmed or verifiable sources of funding both equity and debt; the Applicant must show the financial capability of acquiring the Property and undertaking the proposed development, including company operating revenues and expenses, a balance sheet and cashflow statement from the most recent fiscal year, history of debt repayments and letter of credit.
- D. A schedule for project approvals and construction, including date specific milestones such as design, permitting, commencing and completing construction and opening for business. Phased projects must include this information for each phase.
- E. A project proforma and design/construction budget is required. The CBS owned property and facilities will be conveyed through a lease or sale as part of the project. Proposals should account for acquisition costs as part of the project proforma. Included in the pro-forma is an estimate of the number of new, permanent jobs and job descriptions that the development will create, the proposed number of residents from the local Sitka community which will be hired and trained, projected salaries, and hiring timeline.

1.3 Sale in As-Is Condition

The Property, buildings, improvements, and fixtures are owned by the CBS and leased to the Southeast Alaska Regional Health Consortium. This lease is set to expire 31 July 2024. The winning Applicant will be required to assume the lease and honor all terms and requirements set forth in the agreement until it expires. Alternatively, proposers could elect to take possession of the property (either by lease or sale) at an effective date post 31 July 2024. A copy of the current lease is provided in Appendix B.1. Proposals for possession prior to 31 July 2024 shall include in the Project Approach narrative a description of how the current lease agreement will be incorporated into the overall development plan and schedule.

Applicants are solely responsible for all due diligence, including all pre-development costs which may include but are not limited to architectural, engineering, structural, geo-technical planning, environmental studies, and permitting as required for rehabilitation and construction on the Property. The CBS makes no warranty or representation concerning the existence of any structural deficiencies, geo-technical deficiencies and/or environmental contamination on the Property, or upon any adjoining land or improvements. The CBS is not now or at any time hereafter under any circumstance responsible for any of such conditions or for the analysis,

care, or remedy thereof. The Property will be transferred in its "as-is" condition with the selected Applicant solely responsible for all structural, geo-technical and environmental repairs, stabilization and/or remediation required for construction on the Property. The CBS shall not be obligated to make any investments or repairs on this property. Any plans submitted pursuant to this RFP should consider and address the foregoing obligations and requirements.

If the selected proposal includes sale and transfer of the property, CBS will require a right of first refusal clause to be included in the resulting sale agreement.

In the event that the selected Proposal requires the parcels to be re-zoned, CBS, on behalf of the Applicant, will complete all necessary requirements in compliance with SGC Title 22.

1.3.1 Provisions for Inspection

Applicants have the right to inspect the property prior to submitting a Proposal. Given the Property's current use as a long-term care facility, precautions must be taken to ensure the health and safety of patients during the COVID-19 pandemic. Appendix B.2 lists the mitigations required by SEARHC in order to access the facility. Applicants wishing to inspect the Property are highly encouraged to schedule a site visit promptly in order to accommodate for testing times and/or other required mitigation provisions.

2. INSTRUCTIONS TO APPLICANTS

2.1 Project Goals

The CBS has established the following Project Goals:

- Deliver a development which results in the highest and best use of the site, contributing to the overall economic and social welfare of the Sitka community in terms of increased direct revenue to CBS, skilled job creation, social services, and other community benefits; and
- Develop and operate a facility whose function and design mitigates adverse impacts to the neighboring properties while providing flexibility for potential long-term improvements and/or enhancements; and
- Meet or exceed environmental regulatory and permitting requirements with no regulatory or permit violations.

2.2 Schedule

The following is a schedule of Project milestones; all dates are subject to change.

Milestone	Date
Issue RFP	May 28, 2021
Non-Mandatory Pre-Bid Meeting	June 17, 2021
Deadline for Applicant Questions	July 14, 2021
Proposals Due Date	July 28, 2021
Applicant Interviews (at the option of the CBS)	TBD
Announcement of Winning Proposal	August 20, 2021
Selected Proposal Presented to Assembly	August 24, 2021
Sales Negotiations	TBD
Sales Terms Presented to Assembly either for approval or to continue to public advisory vote.	TBD

2.3 Selection Process

Sealed Proposals will be evaluated by a Proposal Review Committee in accordance with the defined Evaluation Criteria in Section 3.0. The Proposal with the highest total score will be deemed the Best-Value Responsible Bidder. The process for reviewing the best value includes a review of the Applicant's Technical Proposal, Facility Concepts, Economic Benefits, Financial Capacity and Financing Plan, and possible Applicant Interviews. The CBS reserves the right to request additional information during evaluation to clarify any Proposal.

2.4 Proposal Submittal

2.4.1 Due Date, Time & Location

Sealed Proposals must be submitted in person or by registered mail, Federal Express, UPS or a similar delivery method that furnishes proof of having been received by CBS at the following location prior to 2:00:00 p.m. Alaska Standard Time, on the Proposal Due Date set forth in Section 2.2 of this RFP:

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

CBS will not accept Proposals by facsimile or electronic transmission. Any Proposal that fails to meet the deadline, format, or delivery requirement may be rejected and returned to the Applicant without having been opened, considered, or evaluated.

2.4.2 Format

Proposal shall follow the requirements and format described in this RFP. The Proposal shall be bound and sealed in an opaque envelope or box, and labeled:

Proposal for Sitka Community Hospital Site RFP
Name of Proposing Firm
Date of Proposal

Applicants shall submit one original, three copies, and one electronic copy of the Proposal. Electronic copies must be submitted in Adobe Acrobat (.pdf) format on a USB thumb drive(s). All information in the Proposal shall be submitted on 8.5-inch by 11-inch paper, except charts, exhibits, and illustrative and graphical information, which may be submitted on 11-inch by 17-inch paper. Each 11-inch by 17-inch page will count as one page, unless otherwise noted in this RFP. No text, charts, tables, graphics, or other substantive content shall be printed within 0.75 inch of any page edge. Any other information shall be presented with a readable format. All Proposal forms shall be typed or completed using black ink. All signatures must be accompanied by a printed name, title, and date.

2.5 Proposal Submittal Requirements

The proposal shall contain the sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. The following table provides general guidelines regarding the suggested number of pages per Section; the Applicant may provide additional pages as necessary.

PROPOSAL CONTENTS			No. Pages
2.6	TECHNICAL PROPOSAL - VOLUME I		
2.6.1	EXECUTIVE SUMMARY		4 total
		COVER LETTER	1
		EXECUTIVE SUMMARY NARRATIVE	3
2.6.2	PROJECT TEAM QUALIFICATIONS		16 total
		TEAM QUALIFICATIONS & PERFORMANCE	4
		ORGANIZATIONAL CHART	2
		PROJECT MANAGER RESUME	2
		ENGINEER/ARCHITECT OF RECORD RESUME	4

		EXPERIENCE & APPROACH	4
2.6.3	PROJECT APPROACH		16 total
		CONCEPT NARRATIVE	4
		OVERALL SITE PLAN	2
		CONCEPTUAL DESIGN	4
		PROJECT SCHEDULE – NARRATIVE	2
		PROJECT SCHEDULE – CHART	2
		QUALITY MANAGEMENT APPROACH	2
2.6.4	COMMUNITY & NEIGHBORHOOD IMPACT		8 total
		COMMUNITY & NEIGHBORHOOD BENEFITS	4
		ADVERSE IMPACT MITIGATION	2
		LONG-TERM OPERATIONS	2
2.7	FINANCIAL CAPACITY AND FINANCING PLAN - VOLUME II		No Limit

2.6 Technical Proposal – Volume I

The Technical Proposal is intended to serve as an opportunity for the Applicant to clearly describe its qualifications, capabilities, and innovative approach to the Work. Although the purchase offer is an important factor in final selection, the evaluation criteria places an equal value on an Applicant's effort to achieve the Project Goals, as described in Section 2.1.

The Technical Proposal shall comply with the criteria established in the RFP. The Applicant is encouraged to provide concise narratives, graphic illustrations, drawings, and charts to ensure the CBS clearly understands the characteristics and benefits of the proposed Work.

2.6.1 Executive Summary

- A. Submit a Cover Letter, written in a non-technical style which states:
 - The Applicant (prime) and, if appropriate, the joint venture members
 - The Engineer/Architect of Record(s) and General Contractor Builder (if other than the Applicant)
 - Brief description of the legal relationship among the principal entities with regards to the project
 - A single point of contact person for the Proposal, including contact information
- B. Submit an Executive Summary Narrative, written in a non-technical style which generally familiarizes reviewers with the Applicant's approach and ability to achieve the stated Project Goals. The intent of the Executive Summary is to highlight the key elements of each section of the Technical Proposal and to certify the Applicant's commitment to truth and correctness of the Proposal. The authorized representative of the Applicant's organization

must sign the Executive Summary; if the Applicant is a joint venture, all the joint venture members must sign the Executive Summary.

2.6.2 Project Team Qualifications

A. Applicant Qualifications & Performance Record:

Submit Team Qualifications, in a non-technical narrative, describe the Applicant's entity (corporation, partnership, etc.) and identify all parties involved, including disclosures of all persons or entities having a beneficial interest in the proposal. Include a description of team expertise and satisfactory performance in land development projects, relating to property acquisition, design, construction, and facilities operations. The Applicant should focus on the proven cohesiveness of the team, as opposed to the individual qualifications of the firms. It is preferred that the Applicant's project specific team (key personnel, subcontractors, and major suppliers) have worked together on comparable projects in the past, but this is not a requirement.

- Identify the development team including names, addresses, and brief narratives for those individuals to be assigned to the project. Include the organizational structure, lines of responsibility, key personnel (as defined by the Applicant), and defined key personnel roles and responsibilities.
- Provide sufficient information for the CBS to evaluate current financial strength of the Applicant with verifiable sources of funding both equity and debt. The Applicant must show the financial capability of acquiring the Property and undertaking the proposed development, including company operating revenues and expenses, history of debt repayments and letter of credit.
- Identify any claims asserted by or against the Applicant within the past five years which were escalated to litigation or arbitration.
- Provide a brief description of representative projects completed by the Applicant's team within the past five years which are similar in scale, type, and complexity to the Project.
- With a focus on the knowledge and capabilities, describe any unique expertise or advantages of the Applicant's team which would benefit the overall success of the Project and a direct benefit to the CBS.

B. Organizational Chart

Submit an organizational chart demonstrating the basic structure of the Applicant's roles and responsibilities of each Key Personnel, as deemed appropriate by the Applicant, and the integration of any major supplier, sub-organization, or consultant(s).

C. Project Manager Resume

Submit a resume for the Applicant's dedicated Project Manager. The resume should

specifically focus on experience with land development and facilities operations, project management approach, and qualifications applicable to the Project. Proven experience of successfully managing three (3) or more projects equivalent in the scope and cost to what is being proposed should be included.

D. Engineer/Architect of Record Resume

Submit a resume for the Applicant's dedicated Engineer and/or Architect of Record. The resume should specifically focus on land development experience, management approach, and qualifications applicable to the Project. Minimum qualifications should document that the individual is professionally licensed as an Engineer/Architect in the State of Alaska with proven experience of successfully designing and managing three (3) or more projects equivalent in the scope and cost to what is being proposed. In the event the Applicant requires more than one Engineer and/or Architect of Record, this subsection shall apply to the lead Engineer and/or Architect of Record responsible for majority of the design scope.

E. Land Acquisition, Site Development, Facilities Operations Experience & Approach

Submit a Statement of Qualification(s), written in a non-technical manner, describing the Applicant's experience in land acquisition, site development, and ongoing facilities operations.

- Clearly demonstrate the team's knowledge and expertise in managing and executing projects similar in scope.
- Include information on representative projects and client references for each noted project.
- Detail the Applicant's approach to the interrelationships among regulatory agencies, management, design, construction, operations, suppliers, and sub-contractors.
- Explain the Applicant's plan for integrating the CBS with respect to the design process, construction, operations, and other elements that the Applicant considers important.
- Summarize any significant lessons learned by the Applicant on past projects.

2.6.3 Project Approach

- A. Submit a Narrative describing the Applicant's concept and approach to acquire the subject parcels, redevelop and/or repurpose the site and manage on-going operations. Include a description of how the current lease agreement SEARHC will be incorporated into the overall development plan and schedule. The Applicant's approach shall deliver a facility that results in the best use of the site, contributing to the overall economic and social welfare of the Sitka community in terms of increased revenue, skilled job creation, social services, and other community benefits. The site plan and design concepts shall be sensitive to the surrounding neighborhood characteristics and shall be compatible with existing neighboring uses.

- B. Submit an Overall Site Plan illustrating the technical approach to satisfy the Project Requirements. At a minimum, the conceptual site plan shall include the layout of major components of the facility. Provide dimensions and depict the conceptual geometry of the proposed facility in relation to the existing site.
- C. Submit conceptual designs of the proposed facility. These concepts may include a combination of sections, details, elevations, photos, and plan views to further illustrate and convey the Applicant's approach to satisfy the Project Requirements. The intent of the design sheets is to provide the CBS with a clear understanding of the Applicant's approach to the Project.
- D. Submit a Project Schedule Narrative, written in a non-technical manner, summarizing the sequence of events, consistent with the Applicant's approach to the Project. Describe the personnel on the team responsible for the scheduling, planning, and management for achieving schedule performance. Detail the management approach for coordinating and prioritizing land acquisition, permitting, design, procurement, construction, quality management, and environmental activities. Briefly describe the Applicant's intended process and sequence of milestones/releases. Address any provisions made to mitigate the potential for delays. Include a Preliminary Project Schedule, illustrated in logic-driven Gantt chart or CPM prepared with Primavera or MSProject software. At a minimum, include start dates, finish dates, and relationships for each major milestone.
- E. Submit a Quality Assurance/Quality Control Narrative describing the Applicant's approach to provide, implement, and assure excellent quality technical requirements and performance throughout the project life-cycle.

2.6.4 Community and Neighborhood Impact

- A. Applicants must include a narrative explaining the Project's community and neighborhood benefits. For the purpose of this RFP, this is defined as the way that the physical project fits with the character of the neighborhood and may have a positive effect on residents and the Community of Sitka. Such impact should be described and quantified with relevant metrics such as the approximate number of people to be served by the Project or its social impact component. Applicants are encouraged to think creatively and to seek input and/or partnerships from community-based organizations. Examples of community impact may include (but are not limited to):
 - Creating or retaining permanent (non-construction) jobs for local residents, including contribution or participation in job readiness and training programs.
 - Providing access to quality pre-K and afterschool care.
 - Providing important community goods, services, and facilities in the proposed development project.
 - Providing affordable housing within the proposed development.
 - Providing opportunities for minority businesses, including flexible lease rates, contracting and supplier opportunities post-construction, and mentorship

programs.

- Investment in local educational services: public Pre-K – 12, community college or job training programs.
- B. Submit an assessment of potential adverse impacts on the community and neighboring properties; including, but not limited to, noise, parking, construction staging, storage of material and the effects of vehicular and pedestrian traffic. The Applicant shall develop a mitigation plan to address potential adverse impacts.
- C. Submit a Long-Term Operations Narrative describing how the proposed development will be operated, maintained, and managed in the long-term and the responsible entity or entities.

2.7 Financial Capacity and Financing Plan – Volume II

The Financial Capacity and Financing Plan is intended to serve as an opportunity for the Applicant to demonstrate the financial feasibility and economic benefits of the proposed Project within current market conditions. Qualitative public benefits may be included as support to the well-defined quantitative benefits. The pro-forma analysis should include calculations and accompanying narratives addressing the following requirements:

2.7.1 Benefits to the Sitka Economy

A. Estimated Tax Revenue to CBS

Describe and itemize the anticipated revenues from property tax, sales tax, utility usage, and any other special revenues (revenue sharing, royalties, etc.) that CBS can expect as a result of the redeveloped facility. Describe the current and anticipated market and/or economic conditions that are the basis of the analysis and any foreseeable vulnerabilities and/or risks associated with these assumptions. This analysis shall summarize all assumptions and background information used for calculations in a clear, reasonable, and replicable manner. Revenues anticipated to be generated from increased economic development and/or sales tax revenue must include a detailed description and must be from business that would not otherwise take place in the community. Include a timeline for when CBS will realize these revenues.

B. Estimated Job Creation

As part of the Financial Capacity and Financing Plan the Applicant shall submit an estimate of the number of new jobs and job descriptions that the development will create, the proposed number of residents from the local Sitka community which will be hired and trained, projected salaries and a timeline for implementation.

2.7.2 Financial Feasibility

In addition to sale offers, CBS will also consider Proposals for long-term lease agreements, where the CBS maintains ownership of the land and improvements serving the property. In this scenario the Applicant / Developer will enter into a long-term lease agreement with the CBS including appropriate terms and/or contingencies as mutually agreed between the Applicant / Developer and the CBS, subject to Assembly approval.

The Applicant must demonstrate the development team's capacity to carry out the proposed Project, as well as the financial feasibility of the proposed Project within current market conditions. Proposals must provide:

- A. The Applicant shall provide a Purchase/Lease Offer. The Purchase/Lease Offer shall include a narrative summarizing the Purchase/Lease Offer and the proposed General Terms and Conditions for the sale/lease of the Property, including, but not limited to, the offer price/lease price and any contingencies. General Terms, Conditions, and/or Contingencies to the Purchase/Lease Offer shall factor into scoring by the Proposal Review Committee.

CBS has obtained a professional Market Value Appraisal of the Property. This confidential appraisal will not be disclosed for this RFP. Any offer for Purchase or Lease that is less than the appraised value in CBS' Market Value Appraisal will receive zero (0) points under this criteria category of the Proposal Evaluation Score Sheet. Proposers are encouraged to obtain their own appraisal of the Property to ensure proposals are competitive in this category.

- B. A written narrative of the project financing plan providing evidence of the development team's capacity to finance the total cost of the Project. Evidence should include signed letter(s) of interest and/or preliminary term sheets from prospective financing sources that include terms of financing, that reference this specific Project, and that reference the pertinent amount of financing as listed on the Project budget. Please provide written evidence of interest from as many sources listed on project sources/uses budget as possible.
- C. Project financials including development budget(s), sources and/or uses, assumptions, and operating pro forma(s) demonstrating feasibility through acquisition, predevelopment, construction, and on-going operations.
- D. Describe and explain the need for any public subsidy or assistance from state, federal, or nonprofit agencies that will be sought for this project; include details such as type of assistance, length of agreement term, commencement and completion dates, etc.

- E. Any other information that may support the Applicant's financial position and financial viability of the proposed Project; at minimum, the most recent balance sheet and income statement, ideally complete, audited financials.

Proposal Deposit

Proposals do NOT require a deposit. However, once the preferred Proposal is selected by the Proposal Review Committee, the selected Applicant will be required to submit a deposit to the CBS when signing the Agreement of Sale.

2.7.3 Risk Assessment

Submit a Risk Assessment narrative, describing any identified risks associated with the Applicant's approach to the Project. The CBS recognizes risks are inherent on every project; evaluation will be based upon the Applicant's ability to convey a thorough assessment of potential risks specific to the proposed Project approach. The Applicant need not describe every possible risk but should instead focus on the key risks which have a medium to high probability of occurring and/or impacting the overall success of the Project.

The consideration of various risks is unique to each Project approach and may be related to schedule, costs, procurement, design, resources, constructability, logistics, management, environmental, weather, safety, quality, and/or a combination of other factors and constraints. All identified risks shall include the Applicant's assessment of probability and any mitigation measures.

2.8 Interviews

The CBS reserves the right to request interviews with Applicants. If interviews become an evaluation factor, the CBS will coordinate the specific date, time, and location of each Applicant's interview no later than the date provided in Section 2.2. The location of the interview will be Sitka, Alaska, or arranged virtually if requested by either party.

2.9 Non-mandatory, Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at Harrigan Centennial Hall in Sitka, starting at 10:00 AM AKST on Thursday, June 17, 2021. Representatives of the CBS will be present to discuss the Project. Applicants are encouraged to attend and participate in the conference. The CBS will post on Bid Express website such Addenda as the CBS considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. Potential Applicants and team members may participate by Zoom or telephone conference, at the time specified above. Please email planning@cityofsitka.org to receive the Zoom invitation.

2.10 Questions and Clarifications

Applicant questions regarding the meaning, intent, or a perceived ambiguity, error, omission, discrepancy, or deficiency contained in the RFP documents shall be submitted no later than the deadline represented in Section 2.2 by email. Questions received after the deadline may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must specifically reference the Sections and page numbers of the RFP documents, unless the question is general in nature. Telephone requests will be accepted provided that the requests are followed by an email. Received questions, written responses, and any Addenda will be posted on Bid Express. All questions shall be transmitted to:

Amy Ainslie, Planning Director. Email: planning@cityofsitka.org Phone: (907) 747-1815

3.0 PROPOSAL EVALUATION CRITERIA AND PROCESS

CBS will initially conduct a threshold review of each Proposal submitted to determine its compliance with the Proposal Submittal Requirements. Only Proposals that comply with these requirements will be considered for evaluation. If no Proposal meets these requirements, CBS may allow all Applicants to supplement their submissions to conform to these requirements.

Proposals selected pursuant to the threshold review will be evaluated by a Proposal Review Committee using the evaluation factors listed below. Proposals will be evaluated in their entirety; no one factor, but rather a combination of all the following factors will determine the successful Applicant. CBS may ask one or more Applicants to give a presentation and may elect to request supplemental information from all Applicants or a pool of finalists. Final recommendation will be made by the Proposal Review Committee, and final approval must be obtained from the CBS Assembly. Upon selection of the successful Applicant, the CBS will seek the authorization of the sale from the Assembly, for the transfer of the Property. As stated in Section 1.1, the Assembly's decision to authorize the sale could be subject to an advisory vote of the citizens per the procedures in SGC 18.12.010(B).

3.1 Evaluation Scoring Criteria

Each component of the Proposal, as described in Section 2.6, has been assigned an allocation of available points. Responsive Proposals will be evaluated and scored by a Proposal Review Committee. Proposal components which do not comply with the requirements of the RFP, such as but not limited to, Proposal format, minimum qualifications, and Project Requirements may be considered "Non-responsive" and disqualified.

Each Application will be evaluated and scored on a qualitative basis. The RFP provides the value of available points per section to represent a commitment by the CBS to maintain a fair and competitive evaluation process. The following criteria will guide the Proposal Review

Committee in using their professional judgment to determine which Applicant has submitted the best Proposal.

PROPOSAL EVALUATION SCORE SHEET		MAX SCORE
2.6	TECHNICAL PROPOSAL – VOLUME I	
2.6.2	PROJECT TEAM QUALIFICATIONS	10
	TEAM QUALIFICATIONS & PERFORMANCE	
	ORGANIZATIONAL CHART	
	PROJECT MANAGER RESUME	
	ENGINEER/ARCHITECT OF RECORD RESUME	
	EXPERIENCE & APPROACH	
2.6.3	PROJECT APPROACH	10
	CONCEPT NARRATIVE	
	OVERALL SITE PLAN	
	CONCEPTUAL DESIGN	
	PROJECT SCHEDULE	
	QUALITY MANAGEMENT APPROACH	
2.6.4	COMMUNITY & NEIGHBORHOOD IMPACT	10
	COMMUNITY & NEIGHBORHOOD BENEFITS	
	ADVERSE IMPACT MITIGATION	
	LONG-TERM OPERATIONS	
2.7	FINANCIAL CAPACITY AND FINANCING PLAN VOLUME II	
2.7.1	BENEFITS TO THE SITKA ECONOMY	20
	ESTIMATED NEW TAX REVENUE	
	ESTIMATED NEW JOB CREATION	
2.7.2	FINANCIAL FEASIBILITY	10
	FINANCING PLAN	
	RISK ASSESSMENT	
2.7.2.A	PURCHASE/LEASE OFFER	40

Total Points Available: 100 points

3.2 Qualitative Rating Factor

Proposals will be ranked using the following qualitative rating factors for each RFI criteria:

Rating Description	Points
Outstanding	1
Excellent	0.8
Good	0.6
Fair	0.4
Poor	0.2
Non-responsive	0

The rating factor for each criteria category as listed in the Proposal Evaluation Score Sheet in Section 3.1 will be multiplied against the points available to determine the total points for that category. Costs shall be scored as defined in the cost section below.

EXAMPLE: For the evaluation of the “Project Team Qualifications” criterion, if the evaluator feels the response as provided was “Good,” they would assign a Qualitative Rating Factor of 0.6 for that criterion. The final score for that criterion would be determined by multiplying the qualitative rating factor of 0.6 by the maximum points available (10), and the resulting score of 6 would be assigned to the “Project Team Qualifications” criterion. This process would be repeated for each criterion.

Any proposed Purchase/Lease Offer that is less than the appraisal value for the Property will be assigned 0 (zero) points for said evaluation criterion as described in section 2.7.2.A.

3.3 Evaluation Process

The Proposal Review Committee shall be composed of individuals representing the CBS and will evaluate all proposal(s) received. The Committee shall rank the proposals as submitted.

The CBS reserves the right to select proposals for consideration based solely on the written proposal.

The CBS also reserves the right to request oral interviews with any or all responding respondents. The purpose of the interviews is to allow expansion upon the written responses. A second score sheet will be used to score those firms interviewed. The final selection will be based on the total of all evaluators’ scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as with the first evaluation.

3.4 Proposal Validity

All Proposals shall remain valid and in full force and effect for a period of sixty (60) days after Proposal Due Date. If no award has been made within this timeframe, Applicant may be requested to extend the validity date or shall have the right to withdraw its Proposal.

3.5 Organizational Conflicts of Interest

Applicants shall disclose, prior to the Proposal Due Date, all relevant details concerning past, present, or planned activities, interests, or relationships that may present a real or perceived organizational conflict of interest which may provide the Applicant an unfair competitive advantage. The CBS will review any received disclosures and provide the Applicant with a determination regarding disqualification. Any conflict-of-interest determination by the CBS shall be avoided or neutralized prior to submission of a Proposal. Failure to disclose, avoid, or neutralize a conflict of interest which the Applicant was aware of prior to a contract award, may result in rejection of the Proposal or termination of Contract for default.

3.6 Proprietary Information and Return of Proposals

All Proposals received by the CBS in response to this RFP are deemed property of the CBS and are subject to the Public Records Act. The CBS, or any of its agents, representative, employees, or consultants, shall not be liable to an Applicant or individual participating in a Proposal, because of the disclosure of all or a portion of a Proposal under this RFP. Any information contained in a Proposal which the Applicant believes constitutes proprietary or confidential, exempting the information from any Public Records disclosure shall be clearly designated. Blanket designations shall not be accepted. The CBS will notify Applicant of any Public Records request relating to this RFP, providing an opportunity for the Applicant to seek a court injunction against the requested disclosure.

The general nature of concepts, solutions, and value engineering provided in the Proposal shall not be proprietary. The CBS reserves the right, at its sole discretion, to utilize general Proposal contents provided by any Applicant during final negotiations and/or Contract delivery with the Best Value Responsible Bidder. All Proposal information will be treated by Owner in a confidential manner during the evaluation and award activities, and will not be disclosed to any person or entity not involved in the evaluation and award process until after contract award.

3.7 Applicant Compensation

No compensation or reimbursement for preparation of the Proposal will be paid by the CBS.

3.8 Modification and Withdrawal of Proposal

Proposals may be modified or withdrawn in writing, executed in the same manner as the

Proposal, prior to the Proposal Due Date and time. If within three (3) business days after the Proposal Due Date and time an Applicant provides written notice to the CBS demonstrating that there was a material and substantial error in the preparation of its Proposal, the Applicant may withdraw its Proposal without penalty.

3.9 Protest Procedures

Prior to a submission of a protest relating to or arising from this Request for Proposal, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions. Protests shall be concise and logically presented to facilitate review by the CBS. Failure to substantially comply with any of the requirements of these Protest Procedures may be grounds for dismissal of the protest. Protests shall include the following information:

- A. Name, address, fax, and telephone numbers of protester;
- B. Solicitation or contract number;
- C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
- D. Copies of relevant documents;
- E. Request for a ruling by the CBS;
- F. Statement as to the form of relief requested.
- G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
- H. All information establishing the timeliness of the protest.

All protests filed directly with the CBS will be addressed to the manager of the CBS or other official designated to receive protests. Protests based on alleged apparent improprieties in the Proposal Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.

Action upon receipt of a protest shall be as follows:

- A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the CBS.
- B. If award is withheld pending the CBS resolution of the protest, the CBS will inform the Applicants whose proposals might become eligible for award of the contract. If appropriate, the Applicants will be requested, before expiration of the time of acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration

should be given to proceeding with award.

- C. Upon receipt of a protest within ten (10) days after contract award, the CBS shall immediately suspend performance, pending resolution of the protest, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the CBS.
- D. Pursuing the CBS protest does not extend the time of obtaining a judicial stay, injunction, or other remedy.
- E. The CBS shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- F. The CBS protest decision shall be well-reasoned and explain the CBS's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

4.0 DISPOSITION OF LAND

Following the Proposal Due Date, the CBS intends to evaluate all Proposals, and issue a notice of Apparent Best Value Applicant within the general timeframes provided in Section 2.2 of this RFP. This recommendation will be presented to the Sitka Assembly for authorization to enter into an Agreement of Sale or Lease Agreement. Please note that any Agreement of Sale for the Property will include a Right of First Refusal clause for CBS.

In the event that the selected Proposal requires the parcels to be re-zoned, CBS, on behalf of the applicant, will complete all necessary requirements in compliance with SGC Title 22. The successful Applicant shall be responsible for securing and paying all other costs associated with permits, licenses, approvals, lot line relocation, or variances necessary to comply with the development controls, Sitka General Code, and the approved engineering and/or architectural plans.

5.0 RIGHTS OF THE CITY AND BOROUGH OF SITKA

The CBS reserves all rights, which shall be exercisable in its sole discretion, without limitation or cause or notice, the following and/or any applicable law:

- A. The right to reject any or all Proposals without limitation and/or to cancel, re-issue, postpone, or withdraw the RFP at any time without incurring any obligation or liability.
- B. The right to modify the RFP language, timeframes, or contents and issue addenda; all addenda shall be recognized in writing by the Applicant on the Proposal Form.
- C. The right to conduct confidential meetings, discussions, or correspondence with one or more Applicant to obtain a better understanding of Proposal contents.
- D. The right to engage technical and/or legal consultants in the evaluation of Proposal.
- E. The right to waive informalities, irregularities, or deficiencies in the RFP or Proposals
- F. The right to negotiate contract terms with the Best Value Responsible Bidder.
- G. The right to open the Proposals privately.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-29

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AUTHORIZING THE SALE OF THE FORMER SITKA COMMUNITY HOSPITAL SITE LOCATED AT 209 MOLLER DRIVE, 202 BRADY STREET, 204 BRADY STREET, AND 302 GAVAN STREET TO THE SOUTHEAST ALASKA REGIONAL HEALTH CONSORTIUM (SEARHC)

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

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

3. PURPOSE. The purpose of this ordinance is to authorize the sale of certain municipal property known as the former Sitka Community Hospital Site in accordance with the proposal submitted by SEARHC in response to the Request for Proposals to Purchase or Lease the Sitka Community Hospital Site (RFP) issued by the City and Borough of Sitka on May 28, 2021.

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

- A. The sale of the properties at 209 Moller Drive, 202 Brady Street, 204 Brady Street, and 302 Gavan Street to SEARHC is hereby authorized.
- B. The purchase price for the properties shall be \$8,250,000. In accordance with Charter Section 11.16(b), the net proceeds from the sale shall be deposited into the Sitka Permanent Fund.
- C. The intended use of the properties is for health services and employee housing consistent with the response submitted by SEARHC to the RFP.
- D. The requirement to competitively bid sales of municipal real property as outlined by Sitka General Code 18.12.010(E) has been satisfied by the open Request for Proposals process.
- E. The Administrator shall seek Assembly approval of a purchase agreement for sale of land and deeds associated with this sale prior to execution.
- F. The buyer is responsible for all fees and costs associated with recording and surveying.
- G. The Assembly desires guidance from the voters of the City and Borough of Sitka in making their decision whether to sell the properties. To that end, the Assembly has passed Ordinance 2021-22, posing an advisory question to the voters on this ordinance. If passed on first reading, the Assembly shall stay its decision on the second reading of this ordinance pending the outcome of the general election in accordance with SGC 18.12.010(B).

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska, this 12th day of October, 2021.

ATTEST:

1st reading 8/24/2021
2nd reading 10/12/2021

Sponsor: Administrator



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-36 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 9/21/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Making supplemental appropriations for Fiscal Year 2022 (FY2021 Open Purchase Orders)

Sponsors:

Indexes:

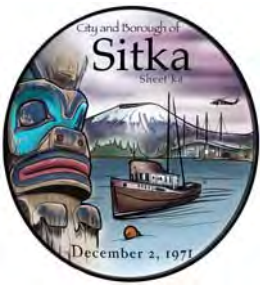
Code sections:

Attachments: [Motion Ord 2021-36](#)
[Memo and Ord 2021-36](#)

Date	Ver.	Action By	Action	Result
9/28/2021	1	City and Borough Assembly		

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-36 on second and final reading making supplemental appropriations for Fiscal Year 2022 (FY2021 Open Purchase Orders).



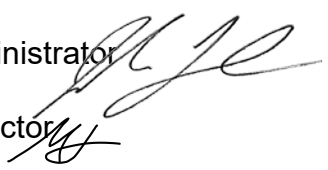
City and Borough of Sitka


PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Melissa Haley, Finance Director 

Date: September 22, 2021

Subject: **FY21 Encumbrances to FY22**

Background

While there is a firm end to the fiscal year, often projects are ongoing and continue into a new fiscal year. When this happens, the committed (encumbered) portion of the budget must be moved into the new fiscal year.

Section 11.12 of the Home Rule Charter of the City and Borough of Sitka (the Charter) specifies that unencumbered surpluses of the General Fund lapse at the end of a fiscal year. The Municipality has historically interpreted this provision of the Charter to mean that encumbered appropriations at the end of a fiscal year do not lapse.

In order to ensure the provisions of Section 11.12 of the Charter are adhered to, encumbered but unexpended appropriations at the end of each fiscal year are re-appropriated through a supplemental appropriation as set forth in Section 11.10 of the Charter.

Analysis

At the end of the fiscal year, there are often open purchase orders for work that is ongoing, or a product that has been ordered, but not delivered. When this happens the budget for the fiscal year that just ended is reduced and the current fiscal year budget is increased. Year-to-year this is often a similar amount. Though overall, the amount rolling over from FY21 into FY22 is smaller than what rolled from FY20 to FY21. Open purchase orders are reviewed and confirmed to be active prior to being transferred to the new fiscal year.

Fiscal Note

The re-appropriation from FY21 to FY22 of encumbered funds lowers the FY21 budget and increases the FY22 budget. Amounts for the funds are as follow:

General Fund-\$220,874.34, Electric Fund-\$161,954.05, Water Fund-\$30,596.80, Wastewater Fund-\$7,823.75, Harbor Fund-\$3,660, IT Fund-\$3,257.33, Central Garage Fund-\$437,222, Building Maintenance Fund \$21,600

Details of the purchase orders that will be moved from FY21 to FY22 follow this memo.

Recommendation

In order to comply with section 11.12 of the Home Rule Charter, it is necessary that the budgets as described in the accompanying ordinance be decreased for FY21 and increased for FY22.

FY21 purchase orders rolling to FY22

Department/Fund/GL	PO #	Encumbrance	Total	Description
GENERAL FUND				
Attorney				
100-500-002-5225.000				
Dowl	2021-429	\$ 28,000.00		Airport leases
			\$ 28,000.00	
Finance				
100-500-004-5206.000				
Arctic Office Products	2021-461	\$ 4,000.00		Office furniture/storage
			\$ 4,000.00	
Other Expense				
100-500-008-5228.001				
Sitka Maritime Heritage	2021-330	\$ 21,960.00		Pass through Historic Preservation grants
Sitka Women's Club	2021-331	\$ 8,716.29		Pass through Historic Preservation grants
St. Peter's By the Sea	2021-332	\$ 17,210.24		Pass through Historic Preservation grants
			\$ 47,886.53	
Fire				
100-500-022-800-5223.000				
LN Curtis & Sons	2021-361	\$ 3,243.35		Nozzles
Pitts Enterprises	2021-362	\$ 1,488.00		Fire hose
LN Curtis & Sons	2021-398	\$ 2,623.00		Protective equipment
Fire and Rescue Concepts	2021-427	\$ 13,040.00		High angle equipment
LN Curtis & Sons	2021-430	\$ 2,741.70		Air lifting bag
			\$ 23,136.05	
Ambulance				
100-520-023-5201.000				
Southeast Region EMS	2021-454	\$ 2,515.00		Nasco IV Trainin simulators
100-520-023-5206.000				
Southeast Region EMS	2021-210	\$ 843.98		Reeves Stretcher
Life Assist	2021-224	\$ 136.00		Syringes
Municipal Emergency Services	2021-390	\$ 560.34		PAPR Battery
Stryker	2021-426	\$ 116.18		PAPR Battery
Stryker	2021-436	\$ 4,856.90		Laryngoscope/related supplies
Municipal Emergency Services	2021-449	\$ 961.46		EMS supplies
			\$ 9,989.86	
100-520-023-5223.000				
Municipal Emergency Services	2021-402	\$ 282.56		
			\$ 282.56	
Engineering				
100-530-032-800 5212.000				
PTS	2021-39	\$ 13,900.79		Engineering support
PTS	2021-45	\$ 59,638.55		Engineering support
Contract Solutions	2021-459	\$ 8,047.50		Contract support
HDL Engineering	2021-460	\$ 22,392.50		Contract support
			\$ 103,979.34	
Streets				
100-530-033-812 5206.000				
Lakeside Industries	2021-323	\$ 3,600.00		Pothole filling material
			\$ 3,600.00	
General fund totals				\$ 220,874.34
SCH DEDICATED FUND				
190-600-601-5212.000				
The Boutet Company	2021-282	\$ 550.00		RFP assistance
Fund total			\$ 550.00	
ELECTRIC FUND				
200-600-603-850-5206.000	(GREEN LAKE)			
North Coast Electric Co.	2021-446	\$ 468.92		Governor compressor parts
HD Fowler	2021-450	\$ 3,533.79		Supplies

200-600-603-850.5207.000	(Green Lake)				
Klinger IGI	2021-334	\$	100.02		Repairs/maintenance
Motion and Flow Control Products	2021-387	\$	4,514.40		Various fittings
North Coast Electric	2021-441	\$	2,504.36		Pendant light
200-600-603-851-5206.000	(Blue Lake)				
HD Fowler	2021-450	\$	3,533.79		Corrugated pipe/supplies
200-600-603-851-5207.000					
Murphy Switch	2021-308	\$	308.00		Lube level switchgag
Motion Industries	2021-442	\$	1,180.62		FIV breathers
200-600-603-851-5212.000					
HDR Engineering	2021-96	\$	87,434.52		Blue Lake Dam safety inspections
Dept of the Interior/USGS	2021-97	\$	13,500.00		SMC Stream gauge maintenance
200-600-603-851-5223.000					
Unitec Dorsh	2021-451	\$	4,050.00		Equipment
200-600-604-860-5207.000	(Transmission				
Anixter	2021-440	\$	21,400.00		Supplies-voltage Xfmr
200-600-604-860-5212.000					
K&E	2021-131	\$	3,055.00		Flagging services
200-600-605-5202.000	(Distribution)				
Ritz Safety	2021-351	\$	709.19		Safety equipment
Ritz Safety	2021-355	\$	645.50		Safety equipment
Ritz Safety	2021-357	\$	706.76		Safety equipment
Ritz Safety	2021-397	\$	663.31		Safety equipment
Ritz Safety	2021-435	\$	644.10		Safety equipment
Ritz Safety	2021-448	\$	1,237.08		Safety equipment
200-600-605-5206.000					
Anixter	2021-327	\$	1,570.00		Supplies
200-600-605-5212.000					
Absolute Tree Care	2021-20	\$	9,475.00		Tree and brush clearing
200-600-606-5206.000	(Metering)				
Anixter	2021-322	\$	719.69		Supplies
Fund total			\$ 161,954.05		
WATER FUND					
210-600-605-5212.000					
Boreal Controls	2021-226	\$	7,856.40		PLC replacement/programming
PTS	2021-458	\$	2,823.75		Code review/update
210-600-610-5206.000					
SGS Environmental SVC Inc	2021-30	\$	580.00		Lead and copper water samples
Cascade Colombia Dist Co.	2021-414	\$	3,087.00		Chlorine
210-600-610-5207.000					
Trojan Technologies	2021-374	\$	556.25		Supplies
210-600-610-5212.000					
Boreal Controls	2021-226	\$	7,856.40		PLC replacement/programming
SGS Environmental SVC Inc	2021-372	\$	180.00		Water analysis
SGS Environmental SVC Inc	2021-384	\$	1,657.00		Water analysis
Northern Utility Services	2021-401	\$	6,000.00		Drinking water sanitary survey
Fund total			\$ 30,596.80		
WASTEWATER FUND					
220-600-610-5207.000					
PTS	2021-458	\$	7,823.75		Code review/update
Fund total			\$ 7,823.75		
HARBOR FUND					
240-600-630-5207.000					
Matheus Lumber Co.	2021-456	\$	3,660.00		Foam blocks
Fund total			\$ 3,660.00		
IT FUND					
300-600-630-5212.000					

Leverage Information systems	2021-74	\$	308.16	Meraki licenses
300-600-630-5223.000				
Dell	2021-407	\$	2,949.17	Computer equipment
Fund total			\$ 3,257.33	

CENTRAL GARAGE FUND

310-600-670-7107.000	(Fixed Assets)			
Kendall Dealership Holdings	2021-270	\$	51,760.00	4x4 flatbed w/ tommy lift
Western Pacific Crane & Equipment	2021-310	\$	385,462.00	Crane (Electric)
Fund total			\$ 437,222.00	

BUILDING MAINTENANCE FUND

320-600-630-5212.000				
CBC Construction	2021-462	\$	14,500.00	City/State window repair
Fredrickson Painting	2021-463	\$	7,100.00	City/State exterior painting
Fund total			\$ 21,600.00	

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-36

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA MAKING SUPPLEMENTAL
APPROPRIATIONS FOR FISCAL YEAR 2022
(FY2021 OPEN PURCHASE ORDERS)**

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 2022 which is necessary to ensure that encumbered appropriations do not lapse at the end of a fiscal year, in accordance with Section 11.12 of the Home Rule Charter of the City and Borough of Sitka.

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 appropriation for the budget period beginning July 1, 2021 and ending June 30, 2022.

FISCAL YEAR 2022 EXPENDITURE BUDGETS

In accordance with Section 11.10 (a) of the Charter of the City and Borough of Sitka, Alaska, the budget for the fiscal period beginning July 1, 2021 and ending June 30, 2022 is hereby adjusted as follows for the purchase orders open as of June 30, 2021.

General Fund - \$220,874.34; SCH Dedicated Fund - \$550.00; Electric Fund - \$161,954.05; Water Fund - \$30,596.80; Wastewater Fund - \$7,823.75; Harbor Fund - \$3,660.00; MIS Fund - \$3,257.33; Central Garage Fund - \$437,222.00; and Building Maintenance Fund - \$21,600.00.

Explanation

Section 11.12 of the Home Rule Charter of the City and Borough of Sitka (the Charter) specifies that unencumbered surpluses of the General Fund lapse at the end of a fiscal year. The Municipality has historically interpreted this provision of the charter to mean that encumbered appropriations at the end of a fiscal year do not lapse.

The accounting system for the Municipality is not able to maintain unexpired operating appropriations in one fiscal year, but, account for expenditures against such appropriations in subsequent fiscal years. Therefore, in order to ensure the provisions of Section 11.12 of the Charter are adhered to, encumbered but unexpended appropriations at the end of each fiscal year are re-appropriated through a supplemental appropriation as set forth in Section 11.10 of the Charter.

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 12th Day of October 2021.

ATTEST:

Steven Eisenbeisz, Mayor

Sara Peterson, MMC
Municipal Clerk

1st reading 9/28/2021
2nd and final reading 10/12/2021



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-152 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Approve the Municipal Clerk's Certificate of Election

Sponsors:

Indexes:

Code sections:

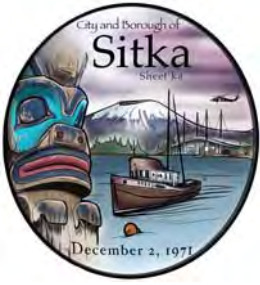
Attachments: [Motion Certificate of Election 2021](#)
[Certificate of Election Final 101221](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO formally accept the Certificate of Election for the October 5, 2021 Regular Municipal Election according to the results set forth in the attached election certification prepared by the Municipal Clerk and request that the official tally be included in the minutes as part of the permanent record.

Note: The certification will be emailed to you and uploaded on Monday, October 11. This will allow for the canvass board/election officials to complete the advanced/absentee/question ballot counting on October 8.



City and Borough of Sitka

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CERTIFICATE OF ELECTION

THIS IS TO CERTIFY THAT the results of the Regular Election held on October 5, 2021, have been audited and certified by the Municipal Clerk and accepted by the Assembly on October 12, 2021 at a regular meeting.

Total number of ballots issued: 1731

Total number of ballots NOT counted: - 29
(Not registered, registered elsewhere, not returned, spoiled etc.)

Total number of ballots counted: 1702

The following are the final results:

For Assembly (two to be elected: 2- three-year terms):

David E. Miller 1311 ELECTED

Kevin J. Mosher 883 ELECTED

Rachel Moreno 874

For School Board (two to be elected: 2 - three year terms):

Amy Morrison 1342 ELECTED

Todd Gebler 1210 ELECTED

Dated this 12th day of October, 2021

ATTEST

Sara Peterson, MMC
Municipal Clerk

Attachment

MUNICIPAL REGULAR ELECTION - OFFICIAL RESULTS OCTOBER 5, 2021					
CANDIDATES	PRECINCT	PRECINCT	ABSENTEE/ QUESTION	TOTALS *	PERCENTAGES
	NO. 1	NO. 2	COUNT OCT. 8		%
ASSEMBLY (2 - THREE YEAR TERMS)					
David E. Miller	338	342	631	1311	41.8%
Rachel Moreno	185	261	428	874	27.9%
Kevin J. Mosher	230	248	405	883	28.2%
Write-ins	25	28	13	66	2.1%
SCHOOL BOARD (2 - THREE YEAR TERMS)					
Todd Gebler	302	334	574	1210	46.2%
Amy Morrison	334	376	632	1342	51.2%
Write-ins	24	24	19	67	2.6%
PROPOSITION NO. 1 (ADVISORY QUESTION - SALE OF FORMER SCH BUILDINGS AND LOTS)					
YES	262	312	532	1106	67.2%
NO	149	151	239	539	32.8%
* On October 8, 2021 after routine audit, two ballots were located in the Canvass Board ballot bag after the Board closed. The two ballots were tallied and added to the total results by the Municipal Clerk, Deputy Municipal Clerk, and Administrative Coordinator.					
Breakdown of two ballots:					
Assembly					
David E. Miller: 2 votes received. Increased total from 1309 to 1311. No change in percentage.					
Rachel Moreno: 2 votes received. Increased total from 872 to 874. No change in percentage.					
School Board					
Todd Gebler: 2 votes received. Increased total from 1208 to 1210. No change in percentage.					
Amy Morrison: 2 votes received. Increased total from 1340 to 1342. No change in percentage.					
Proposition No. 1					
Yes: 1 vote received. Increased total from 1105 to 1106. Decreased percentage by one-tenth.					
No: 1 vote received. Increased total from 538 to 539. Increased percentage by one-tenth.					



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-153 Version: 1 Name:
Type: Item Status: AGENDA READY
File created: 10/4/2021 In control: City and Borough Assembly
On agenda: 10/12/2021 Final action:
Title: Recognize outgoing Assembly Member(s) - followed by a short recess
Sponsors:
Indexes:
Code sections:
Attachments: [Recognize Outgoing Members](#)
[Nelson Service Award](#)

Date	Ver.	Action By	Action	Result
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**Recognize Outgoing Assembly Member(s) –
followed by a short recess**

*Thank
You*

Service Award

is hereby awarded to

Valorie Nelson

On behalf of the citizens of Sitka we hereby express our sincere appreciation to Valorie Nelson for her diligence, dedication, and community service during her tenure as Assembly Member serving the City and Borough of Sitka from 2018 to 2021.



Mayor Steven Eisenbeisz

10-12-2021

Date



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-154 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Oath of Office - Newly Elected Officials

Sponsors:

Indexes:

Code sections:

Attachments: [OATH OF OFFICE Assembly Member](#)

Date	Ver.	Action By	Action	Result
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OATH OF OFFICE

I, _____, do solemnly affirm that I will support and defend the Constitution of the United States of America, the Constitution of the State of Alaska, and the Laws and Ordinances of the City and Borough of Sitka, and that I will faithfully discharge my duties as Assembly Member for the City and Borough of Sitka, Alaska, to the best of my ability.

First and Last Name

Subscribed and sworn to before me this 12th day of October, 2021.

*Sara Peterson, MMC, Municipal Clerk
City and Borough of Sitka*



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-157 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Discussion / Direction on leasing city tidelands adjacent to 1406 Sawmill Creek Road to Sharon and Lisa Williamson

Sponsors:

Indexes:

Code sections:

Attachments: [Discussion Direction tidelands lease](#)
[Signed Assembly Memo 1406 SMC Tidelands Lease Request](#)
[Lease Supporting Documents 1406 SMC Tidelands](#)

Date	Ver.	Action By	Action	Result
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Discussion / Direction

on leasing city tidelands adjacent to 1406 Sawmill
Creek Road to Sharon and Lisa Williamson.




City and Borough of Sitka


PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Amy Ainslie, Planning Director 

Date: October 4, 2021

Subject: Williamson Tidelands Lease

Background

Tom Williamson, on behalf of his daughters Sharon and Lisa Williamson, would like to lease city tidelands adjacent to their property at 1406 Sawmill Creek Road. The Williamsons have decided to sell the property; in their efforts to market it, they (as well as the Planning Department) have received feedback from potential buyers that use of the adjacent municipal tidelands is desirable. Having a lease in place that can transfer with the property appears to be the best way to facilitate financing for a new owner and future development. Therefore, it is the intent of the Williamsons to lease these tidelands, and shortly thereafter, assign the lease to the new owner of the upland property.

Approximately 62% of the tidelands in question are filled, with the remaining 38% being intertidal/submerged. With a large amount of filled tidelands, the opportunities for development of structures, storage, or other uses are broad. A dock, boat lift, or other marine equipment/development could be possible on the submerged tidelands. However, the surrounding area is quite shallow and intertidal. Navigability in this area is limited to smaller vessels. Per SGC 22.12.050, all tidelands not shown as included within any zoning district are subject to all the regulations of the upland district immediately adjacent to the tidelands. In this case, that would be Waterfront zoning which offers a wide-range of residential, recreational, commercial, and industrial uses. Current plans are to maintain use of the property primarily for boat storage.

The State of Alaska transferred ownership of these tidelands to the City and Borough of Sitka (CBS) in 2010. A restriction in the patent for the property states that the grantee (CBS) may lease the land, but not sell it. Staff believes that competitive bidding is not required because the applicants are the upland property owners, and therefore is only

truly useful to this party.

The Planning Commission reviewed this request on September 15th, 2021, and property owners in the surrounding area were notified of the hearing. The Commission was asked to consider the following:

1. Land management: Is leasing the property in accordance with the request the best use of this municipal property?
2. The Assembly must decide whether there is a clear upland property owner preference right in order to directly lease the property to the applicant – does the Planning Commission also believe that there is a clear upland property owner preference right in this case?
3. Are there neighborhood concerns/impacts that should be considered?

The Commission voted unanimously to recommend approval of the request for the lease.

Analysis

In order to move forward with lease development, staff requires guidance from the Assembly on directly leasing the tidelands, and the terms for a lease.

SGC 18.12.010(E) states: *Sale or lease of municipal real property, including tidelands, shall be by competitive bid, unless the assembly finds that competitive bidding is inappropriate, due to the size, shape, or location of the parcel, rendering it of true usefulness to only one party, or is waived by subsection C of this section. The assembly may also find that competitive bidding is inappropriate due to the nature of the property or the circumstances surrounding its disposal to include possible unjust results with regard to the existing lessee, or adjacent or neighboring property owners.* Upland property owner preference for direct leasing has long been recognized as a reason to forego competitive bidding for tidelands, as utilization of tidelands without upland property access may result in trespass/undue impact for the upland property owner, and may also lessen the value of said tidelands.

The Assessor has valued the tidelands at \$102,501. Lease rates for tidelands historically have varied between 4.5% - 9% of total value as the annual payment. While there is not a strictly applied policy to this effect, generally speaking for tidelands, the 4.5% rate is more commonly applied for residential use (personal docks, garden space, decks, etc.), and higher rates applied for heavier commercial/industrial use. Though the zoning of the upland property would allow for fairly intensive commercial/industrial use, the limitations of navigability in this area curtail said uses. Therefore, the applicant and staff have a preliminary rate of 6% negotiated (subject to approval and direction from the Assembly). The proposed lease term is the standard 30 year lease, with a one time, 5 year renewal.

Fiscal Note

The range of annual lease payments based on varying lease rates is presented below:

Property Value	Lease Rates	Annual Payments
\$102, 501	4.5%	\$4,613
	5.0%	\$5,125
	5.5%	\$5,638
	6.0%	\$6,150
	6.5%	\$6,663
	7.0%	\$7,175
	7.5%	\$7,688
	8.0%	\$8,200
	8.5%	\$8,713
	9.0%	\$9,225

The applicant has already commissioned a survey of the tidelands, so no other expenses on the part of CBS outside of staff time are expected at this time.

Recommendation

Leasing the property to the upland owner appears to be the highest and best use of this municipal asset which currently does not produce revenue for CBS. Staff needs direction on whether the Assembly agrees that competitive bidding is inappropriate in this case (and therefore can proceed with a direct lease to the upland property owner), and the desired terms for the lease.

Enclosure: Lease Supporting Documents (including aerial view, the surveyed lease area, a navigation chart, photos, the patent for the tidelands, and other materials from the Applicant)



Sawmill Creek Road

Cannon Island Drive

1382

1392

1404

1406

1410

1410, 1410, 1410, 1410, 1410

1410

1502

1504

1506

1408

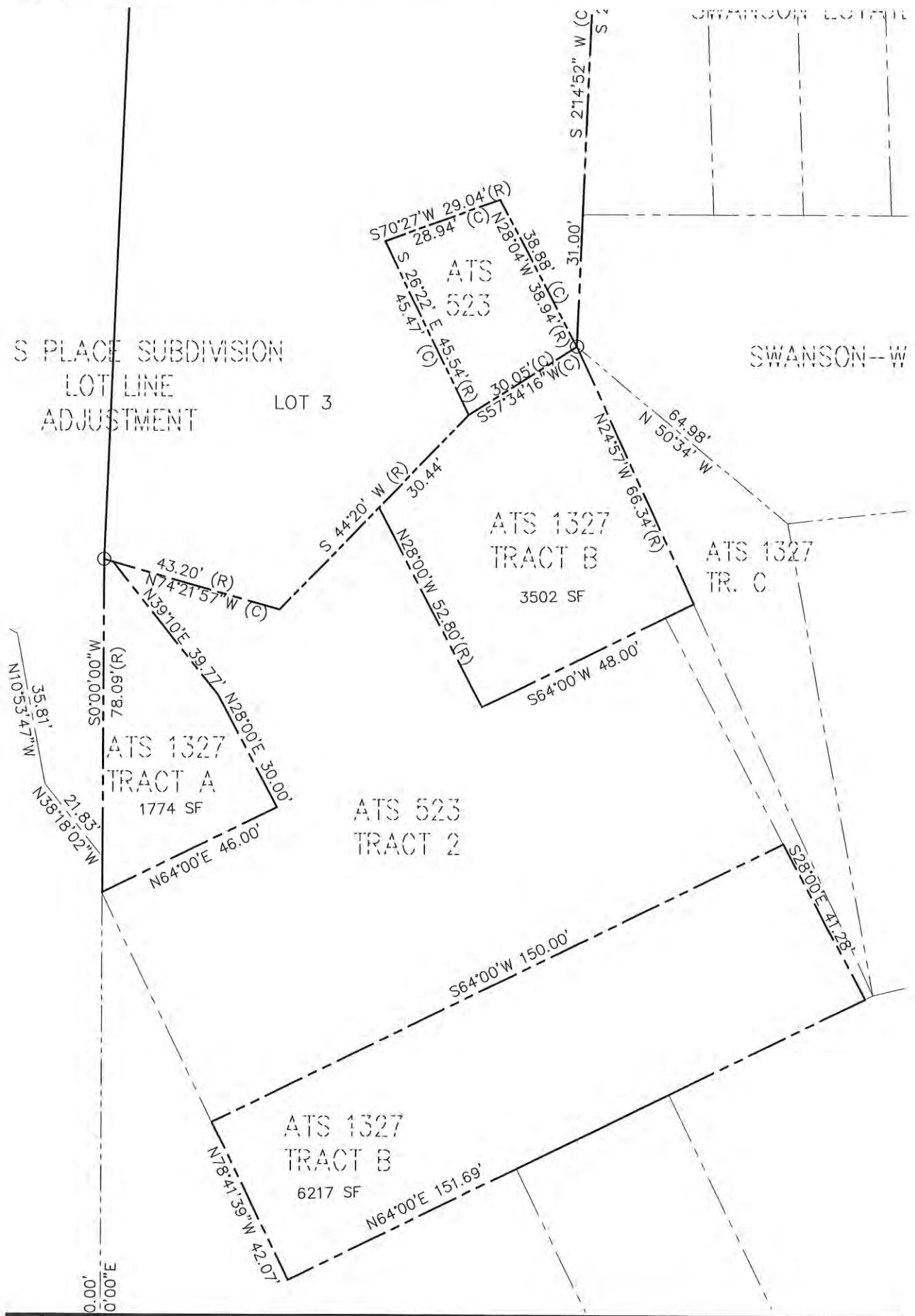
1412

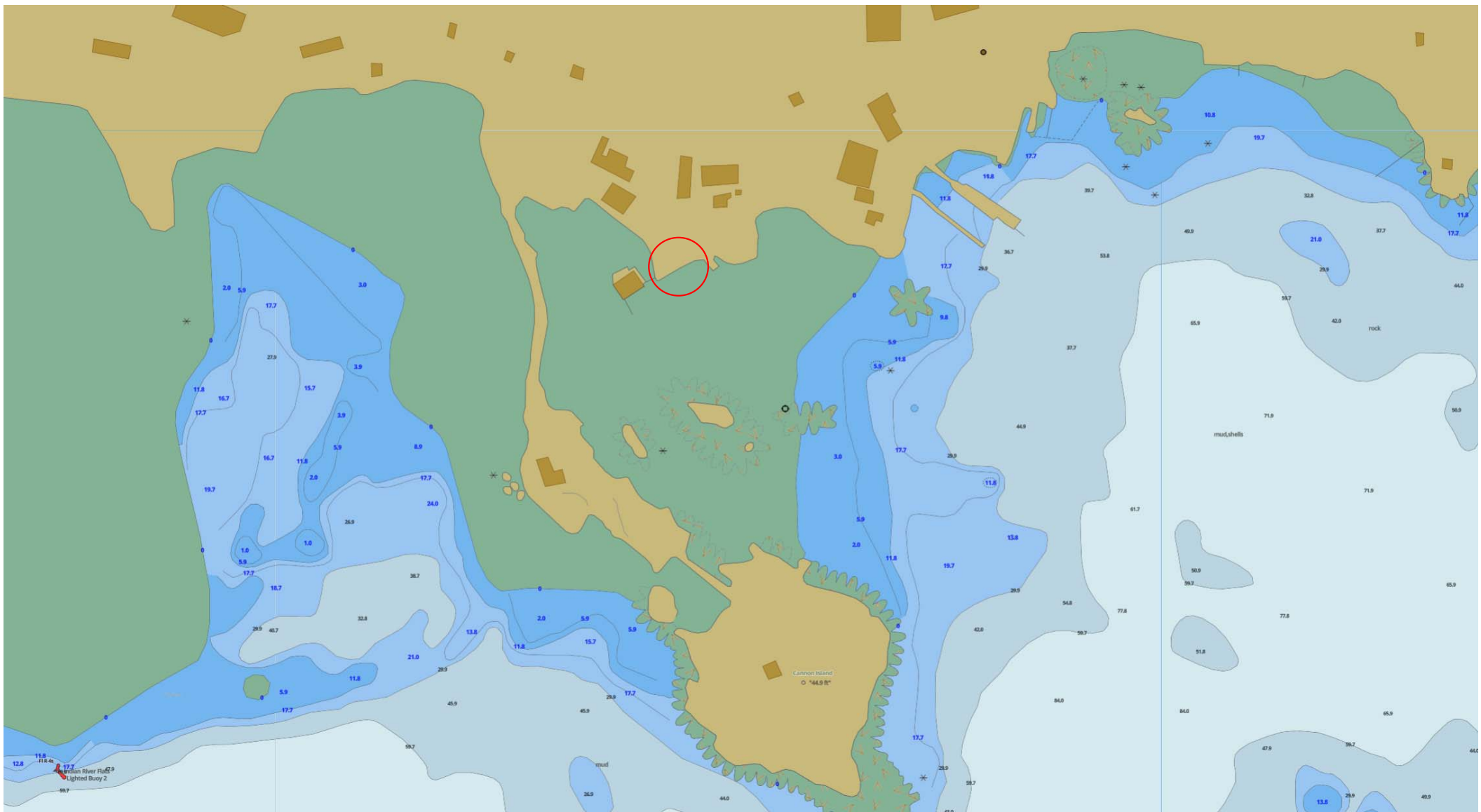
129

100

102

Site Plan and Current Plat











State of Alaska



Tidelands Patent No. 455

ADL No. 106345

Know Ye By These Presents that the Grantor, the STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES, 550 West 7th Avenue, Suite 1050A, Anchorage, Alaska 99501-3579, pursuant to AS 38.05.825, the regulations promulgated thereunder, and the Final Finding and Decision dated August 11, 1997, for good and valuable consideration, grants and conveys to the Grantee, CITY AND BOROUGH OF SITKA, whose mailing address of record is 100 Lincoln Street, Sitka, AK 99835, Grantee's successors and assigns, those tidelands situated in the Sitka Recording District, State of Alaska, and described as follows:

ALASKA TIDELANDS SURVEY NO. 1100, CONTAINING 0.28 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT FILED IN THE SITKA RECORDING DISTRICT ON APRIL 14, 1980, AS PLAT 80-4.

Subject to: a continuous public access easement, 50 feet wide, seaward of and along the line of mean high water of Thimbleberry Bay, in accordance with AS 38.05.127.

TRACTS A and, B OF ALASKA TIDELAND SURVEY NO. 1327, CONTAINING 0.36 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE SITKA RECORDING DISTRICT ON OCTOBER 13, 1992, AS PLAT 92-21.

ALASKA TIDELANDS SURVEY NO. 242, CONTAINING 4.13, MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE SITKA RECORDING DISTRICT ON OCTOBER 15, 2008, AS PLAT 2008-22.

Subject to: a continuous public access easement, 50 feet wide, seaward of and along the line of mean high water of Thimbleberry Bay, in accordance with AS 38.05.127, effective upon expiration or termination of tidelands lease, ADL 19433.

AGGREGATING 4.77 ACRES, MORE OR LESS.

Subject to: valid existing rights, including reservations, easements, and exceptions in the U.S. Patent, or other state or federal conveyance, and in acts authorizing the issue thereof; easements, rights-of-way, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any.

Further subject to: the terms and conditions of AS 38.05.825, including the condition the grantee may lease the land, but may not sell it; title to the land conveyed under this authority reverts to the State of Alaska upon dissolution of the municipality and the grantee takes title to the tidelands subject to the rights of the public under the Public Trust Doctrine.

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

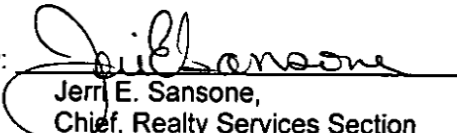
[Signature Page to Follow]

Tidelands Patent No. 455
ADL No. 106345
T. 56 S., R. 64 E., CRM
Sections 5 and 6



To Have And To Hold the said land, together with the tenements, hereditaments, and appurtenances thereunto appertaining, unto the said Grantee and Grantee's heirs and assigns forever.

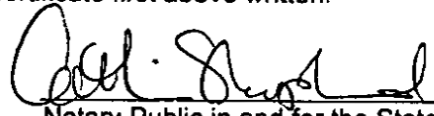
In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Mining, Land and Water, Department of Natural Resources, State of Alaska, pursuant to delegated authority, this 1st day of July, 2010.

By: 
Jerri E. Sansone,
Chief, Realty Services Section
Division of Mining, Land and Water
Department of Natural Resources

State of Alaska)
) ss.
Third Judicial District)

This is to certify that on the 1st day of July, 2010, personally appeared before me JERRI E. SANSONE, who is known to me to be the person who has been lawfully delegated the authority of Richard H. Mylius, the Director of the Division of Mining, Land & Water, Department of Natural Resources, State of Alaska, to execute the foregoing document under such legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily upon the premises and for the purposes stated therein.

Witness my hand and official seal the day and year in this certificate first above written.


Notary Public in and for the State of Alaska
My commission expires with office

Return to:
City and Borough of Sitka
Attn: Wells Williams
100 Lincoln Street
Sitka, Alaska 99835



Tidelands Patent No. 455
ADL No. 106345
T. 56 S., R. 64 E., CRM
Sections 5 and 6



Sitka Planning Department

Please find enclosed our application for a Tidelands Lease between the City of Sitka and the Williamsons.

Due to the irregular shape of our property caused by City parcels ATS 1327 Tract A and Tract B, a lease of these properties will facilitate a more user friendly area for us to access and utilize.

It is our intention to sell the property and transfer the lease, therefore we request a lease of 35 years that it can be considered an asset for overall financing of the properties.

Respectfully submitted

Thomas Williamson



CITY AND BOROUGH OF SITKA

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT LAND MANAGEMENT APPLICATION FORM

1. Review guidelines and procedural information.
2. Fill form out completely. No request will be considered without a completed form.
3. Submit all supporting documents and proof of payment.

APPLICATION FOR:

☒ TIDELAND☒ LEASE☐ LAND☐ PURCHASE

BRIEF DESCRIPTION OF REQUEST:

Lease City tidelands within our property lines

PROPERTY INFORMATION:

CURRENT ZONING: Waterfront ARE YOU THE UPLAND PROPERTY OWNER? yes

CURRENT LAND USE(S): Storage/warehouse PROPOSED LAND USES (if changing): _____

APPLICANT INFORMATION:

PROPERTY OWNER: Sharon Williamson 1118 Redmond Ave NE, Renton WA 98056

PROPERTY OWNER ADDRESS: Lisa Williamson 7820 Baymeadows Rd E #1028 Jacksonville FL 32256

STREET ADDRESS OF PROPERTY: 1406 Sawmill Creek Rd

APPLICANT'S NAME: Thomas Williamson

MAILING ADDRESS: PO Box 2135 Sitka AK 99835

EMAIL ADDRESS: williamsondanine@hotmail.com DAYTIME PHONE: 907-738-8113

PROPERTY LEGAL DESCRIPTION:

TAX ID: _____ LOT: _____ BLOCK: _____ TRACT: _____

SUBDIVISION: _____ US SURVEY: _____

OFFICE USE ONLY

COMPLETED APPLICATION		SITE PLAN	
NARRATIVE		CURRENT PLAT	
FEE		OWNERSHIP	

From: Sharon Williamson sharonwilliamson@hotmail.com
Subject: lease application signatures
Date: Aug 31, 2021 at 9:00:34 PM
To: lisa williamson lrwilliamson@hotmail.com, danine williamson
williamsondanine@hotmail.com

here are the signatures

REQUIRED SUPPLEMENTAL INFORMATION:

- ☐ Completed application form
- ☐ Narrative
- ☐ Site Plan showing all existing and proposed structures with dimensions and location of utilities
- ☐ Proof of filing fee payment
- ☐ Proof of ownership (if claiming upland preference)
- ☐ Copy of current plat

CERTIFICATION:

I hereby certify that I desire a planning action in conformance with Sitka General Code and hereby state that all of the above statements are true. I certify that this application meets SCG requirements to the best of my knowledge, belief, and professional ability. I acknowledge that payment of the review fee is non-refundable, is to cover costs associated with the processing of this application, and does not ensure approval of the request. I understand that public notice will be mailed to neighboring property owners and published in the Daily Sitka Sentinel. I further authorize municipal staff to access the property to conduct site visits as necessary.

Sharon Williamson

Applicant

8/31/2021

Date

Williamson

Aug. 31, 2021



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-155 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Approve a standard marijuana cultivation facility license renewal application for Darren H. Phillips dba Fiberlite at 120 Jarvis Street Unit C

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and documentation](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

POSSIBLE MOTION

I MOVE TO approve a standard marijuana cultivation facility license renewal application for Darren H. Phillips dba Fiberlite at 120 Jarvis Street Unit C and forward this approval to the Alcohol and Marijuana Control Office without objection.




City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members
Thru: John Leach, Municipal Administrator 
From: Sara Peterson, Municipal Clerk
Date: September 28, 2021
Subject: Marijuana License Renewal Application - Fiberflite

The Municipal Clerk's Office has received notification from the Alcohol and Marijuana Control office of the following marijuana license renewal application:

Renewal – Standard Marijuana Cultivation Facility

License #:	13577
License Type:	Standard Marijuana Cultivation Facility
Licensee:	Darren H. Phillips
D.B.A.:	Fiberflite
Physical Address:	120 Jarvis Street Unit C
Designated Licensee:	Darren H. Phillips

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

Recommendation:

Approve a standard marijuana cultivation facility license renewal application for Darren H. Phillips dba Fiberflite at 120 Jarvis Street Unit C and forward this approval to the Alcohol and Marijuana Control Office without objection.



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

Memorandum

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

From: Sara Peterson, Municipal Clerk

Date: September 27, 2021

Subject: Standard Marijuana Cultivation Facility License Renewal - Fiberflite

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

Renewal – Standard Marijuana Cultivation Facility

License #: 13577
License Type: Standard Marijuana Cultivation Facility
Licensee: Darren H. Phillips
D.B.A.: Fiberflite
Physical Address: 120 Jarvis Street Unit C
Designated Licensee: Darren H. Phillips

Please notify me **no later than noon on Monday, October 4** of any reason to protest this request. This license application is scheduled to go before the Assembly on October 12.

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

September 27, 2021

City & Borough of Sitka

Attn: City & Borough of Sitka

Via Email: sara.peterson@cityofsitka.org
jessica.earnshaw@cityofsitka.org
brian.hanson@cityofsitka.org
planning@cityofsitka.org

License Number:	13577
License Type:	Standard Marijuana Cultivation Facility
Licensee:	DARREN H PHILLIPS
Doing Business As:	FIBERFLITE
Physical Address:	120 Jarvis Street Unit C Sitka, AK 99835
Designated Licensee:	DARREN H PHILLIPS
Phone Number:	209-608-5500
Email Address:	fiberflite@gmail.com

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

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

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

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

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

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Glen Klinkhart", with a stylized flourish at the end.

Glen Klinkhart, Director
907-269-0350

Notice of Violation

Email

(3AAC 306.805)

This form, all information provided and responses are public documents per Alaska Public Records Act AS 40.25

Date: 3/23/21

License #/Type: 13577

Standard Cultivation

Designated Licensee: Darren H Phillips

AMCO Case#:

DBA: Fiberflite

Premises Address: 120 Jarvis Street Unit C., Sitka, AK 99835

Mailing Address: PO Box 645, Sitka, AK 99835

This is a notice to you as licensee that an alleged violation has occurred. If the Marijuana Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

As of 3/17/21, Fiberflite, 13577, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

You have 30 days to resolve this matter with the Department of Revenue. If the delinquency is not resolved, an accusation may be brought to the Marijuana Control Board.

Your attention is directed to: AS 17.38.010(b)(2) legitimate, taxpaying business people, and not criminal actors, will conduct sales of marijuana; 3 AAC 306.480. Marijuana tax to be paid; 3 AAC 306.810. Suspension or revocation of license; AS 43.61.030(b). Marijuana cultivation facility fails to pay tax; AS 43.05.230(e) DOR can publish list of taxpayer(s) who failed to pay their taxes.; 15 AAC 61.020. License revocation and suspension.

3 AAC 306.805 provides that upon receipt of a Notice of Violation, a licensee may request to appear before the board and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice. A licensee may respond, either orally or in writing, to the Notice.

IT IS RECOMMENDED THAT YOU RESPOND IN WRITING TO DOCUMENT YOUR RESPONSE FOR THE MARIJUANA CONTROL BOARD.

*Please send your response to the address below and include your Marijuana Establishment License Number in your response.

Alcohol & Marijuana Control Office
ATTN: Enforcement
550 W. 7th Ave, Suite 1600
Anchorage, Alaska 99501
amco.enforcement@alaska.gov

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

6/18/21

The State of Alaska
Department of Commerce, Community and Economic Development
Alcohol and Marijuana Control Office
550 West 7th Ave., Ste. 1600
Anchorage, AK 99501

RE: License# 13577 – Marijuana Establishment License Renewal Application
Form MJ-20: Renewal Application Certifications – Written Explanation

To Whom It May Concern:

We received a Notice of Violation on 3/23/21 that we were delinquent on our marijuana excise tax liability. I've attached a copy of the NOV for your reference.

We immediately made payments to bring our account current and have been on time and stayed current since. I've attached a copy of the record of payment for your reference.

Our apologies. It is not our intention what so ever to fall short of our responsibilities and we are working hard to stay current and in good standings.

Sincerely,



Darren Phillips
Fiberflite
120 Jarvis St., Unit C
PO Box 645
Sitka, AK 99835

Ade', ndadz dengit'a?

(Deg Xinag) "Hello, how are you?"

[myAlaska](#) [Departments](#) [State Employees](#)Alaska Department of Revenue - Tax Division
Revenue Online[Home](#)[Home](#)[Back](#)[Help](#)[View Support ID](#)[Navigation](#)[My Accounts](#)
[Marijuana Tax](#)[Log Off](#)If you have questions concerning your Account Balance(s), please call 907-465-2385 or 907-465-2321.
If you need help with or have questions about Revenue Online please call 907-269-0041.**MARIJUANA TAX**Social Security Number ***-**-8603
Monthly MRT-10084150-004
My Balance \$0.00
Pending \$0.00
Payment Source Setup**NAMES AND ADDRESSES**DBA Name FIBERFLITE
Legal Name DARREN PHILLIPS
Location Address 120 JARVIS ST UNIT C SITKA AK 99835
Mailing Address PO BOX 645 SITKA AK 99835-0645**I WANT TO...**[View My Profile](#)
[Make a Payment](#)
[View My Payments](#)
[Amend a Return](#)[PERIODS](#) [HISTORY](#) [MESSAGES²⁷](#) [LETTERS⁴⁷](#)

SEARCH

REQUEST FROM 06-MAR-2021

Confirmation #	Submitted	Processed	Account Id	Account Type	Change Date	Confirmation Number	Defaults	Filter
					Period	Title	Status	Logon
2-004-570-112	01-Apr-2021	01-Apr-2021	MRT-10084150-004	Marijuana Tax		Check Paym Completed		
1-459-965-952	01-Apr-2021	01-Apr-2021	MRT-10084150-004	Marijuana Tax	31-Mar-2021	Marijuana Ta Completed		
1-828-540-416	23-Mar-2021	23-Mar-2021	MRT-10084150-004	Marijuana Tax		Check Paym Completed		
0-754-798-592	23-Mar-2021	23-Mar-2021	MRT-10084150-004	Marijuana Tax		Check Paym Completed		
0-921-587-712	08-Mar-2021	08-Mar-2021	MRT-10084150-004	Marijuana Tax	28-Feb-2021	Marijuana Ta Completed		
1-904-955-392	08-Mar-2021	08-Mar-2021	MRT-10084150-004	Marijuana Tax	31-Jan-2021	Marijuana Ta Completed		

6 Rows

* - To increase font size adjust your browser zoom settings

Warning: As a security feature, this application will time out after 20 minutes of inactivity. Your information will NOT be saved after this time out.[Tax Home](#) [Revenue](#) [Contact Us](#)[State of Alaska](#) [myAlaska](#) [Departments](#) [State Employees](#)COPYRIGHT © STATE OF ALASKA [Department of Revenue - Tax Division](#) [Webmaster](#)



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

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

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

Section 1 – Establishment Information

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

Licensee:	Darren Phillips	License Number:	13577		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Fiberflite				
Premises Address:	120 Jarvis St., Unit C				
City:	Sitka	State:	AK	ZIP:	99835

Section 2 – Individual Information

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

Name:	Darren Phillips
Title:	Owner

Section 3 – Violations & Charges

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

Initials

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

DP

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

DP

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

--

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

Initials

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

DP

Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

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

Initials

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

DP

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

DP

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

DP

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

DP

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

DP

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

DP

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

DP

I, Darren Phillips, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

DP

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

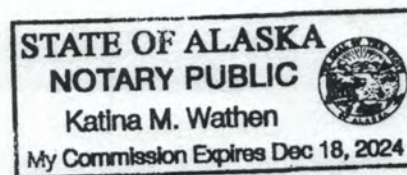
[Signature]
Signature of licensee

Katina Wathen
Notary Public in and for the State of Alaska

Darren Phillips
Printed name of licensee

My commission expires: 12.18.2024

Subscribed and sworn to before me this 18th day of June, 2021.



**COMMERCIAL LEASE
(120 Jarvis Street)**

THIS COMMERCIAL LEASE ("Lease") is entered into between **Baranof Investments, LLC**, an Alaskan limited liability company, referred to as *Landlord*, and Darren Phillips doing business as Fiberflite, herein referred to as *Tenant*, for the Lease of 120 Jarvis Street, Unit C, and in furthermore thereof agree as follows:

1. Definitions

a. Basic Lease Information

In addition to the terms that are defined elsewhere in this Lease, the following terms have the meaning assigned to them in this Section when a term appears as a capitalized term in this Lease. The following terms and provisions are giving the defined meaning in the Lease and are part of the Lease as follows:

- | | | |
|-------|------------------------|--|
| i. | LEASE DATE: | July 1, 2020 |
| ii. | LANDLORD: | Baranof Investments, LLC. |
| iii. | LANDLORD'S ADDRESS: | Baranof Investments, LLC.
PO Box 1874
Sitka, Alaska 99835
Telephone: 907-747-3142 |
| iv. | TENANT: | Darren Phillips dba FiberFlite |
| v. | TENANT'S ADDRESS: | Post Office Box 645
Sitka, AK 99835
Telephone: <u>(209) 608-5500</u>
Email: <u>fiberflite@aol.com</u> |
| vi. | LAND | Land: legal description APPENDIX A. |
| vii. | BUILDING | 120 Jarvis Street |
| viii. | PREMISES: | Described on APPENDIX B. |
| ix. | APPROX. PREMISES SIZE: | Building/Main Floor 1,500 sq. ft.
Mezzanine 500 sq. ft. |
| x. | COMMENCEMENT DATE: | July 1 st 2020 |
| xi. | INITIAL TERM: | 12 Months. |
| xii. | MINIMUM ANNUAL RENT: | <u>\$25,200.00 + Taxes & Utilities.</u> |

During the Initial Term, from July 1, 2020 to June 30, 2021 the minimum Annual Rent shall be \$25,200.00 per year plus City and Borough of Sitka sales tax. If Tenant exercises its renewal options set forth in Section 27 the annual minimum rent shall adjust as set forth in Section 27.

xiii. **PAID RENT AND SECURITY DEPOSIT:** Tenant will pay \$5,700.00 (this was paid in 2017 as part of the first lease) to Landlord on or before the Commencement Date of this Lease, which payment consists of the following: (a) first month's rent, (b) last month's rent, Taxes of \$200 (\$100 per month) and (c) security deposit of \$1,500.

xiv. **PERMITTED USE:** Tenant shall use the Premises for cultivation and production of marijuana under license issued by the State of Alaska, Department of Commerce, Community, and Economic Development, Alcohol & Marijuana Control Office, and limited to those activities authorized by the controlling statutes and regulations adopted by the State of Alaska related thereto, which activities are herein referred to as the **Permitted Use**. Tenant expressly acknowledges and agrees that the operation of a retail marijuana store within the Premises, or any activities permitted under AS 17.38.020, is not a Permitted Use and shall not be conducted within the Premises. Tenant shall at all times conduct the Permitted Use consistent with state and municipal laws, statutes, regulations and ordinances, as relate to marijuana cultivation, production, growing, processing, packaging and wholesale sale of marijuana product, and all other legal purposes related thereto. A material violation by Tenant of a state or municipal law, statute, regulation or ordinance relating to the cultivation and production of marijuana shall constitute a material breach of this Lease, and as provided in paragraph 24.a.viii, below.

b. Appendices

The following addendum and appendices are attached to this Lease and are made part of this Lease:

Appendix A—Legal Description of Land

Appendix B—Building, Premise, Parking Area Diagram

Appendix C—Rules and Regulations

2. Agreement

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease. The duration of this Lease will be the term, commencing on the Commencement Date. The Premises under this Lease shall include the designated Parking Area shown in **Appendix B**.

3. Term; Delivery of Premises; Tenant Improvements

a. Term

The Lease term shall commence on July 1, 2020 and shall expire on June 30, 2021.

b. Acceptance

Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements at the Premises.

TENANT ACCEPTS THE PREMISES AS-IS, WHERE-IS AND WITH-ALL-FAULTS, AS OF THE COMMENCEMENT DATE.

c. Tenant Improvements

Tenant may only perform Tenant Improvement work with the prior written consent of Landlord. All Tenant Improvements shall be completed in accordance with applicable laws, codes, regulations and municipal directives and the construction of same shall not create a public or private nuisance. Tenant shall allow no waste to occur on or about the Premises or Property. Prior to commencement of construction of Tenant improvement work, Tenant shall provide Landlord with copies of all design and shop plans, permits and all correspondence from the municipality overseeing construction. Tenant shall allow no liens to attach to the Premises or the Property. Under no circumstance, unless expressly approved and consented to by Landlord in writing, will Tenant penetrate the roof, walls or walls of the Premise for any purpose, including construction of Tenant Improvements. Landlord may require Tenant, at Tenant's cost and expense, to remove Tenant's fixtures, furnishings or equipment from the Premises and to repair any Premises damage associated with renewal, at Tenant's cost and expense, upon expiration or termination of the Lease, or Landlord may require that any or all of said fixtures, furnishings, and equipment be left in the Premises upon Lease termination or expiration, in which case, Landlord shall become the owner of said fixtures, furnishings, and equipment without delivery of any further consideration to Tenant. Any damage caused to the Premises or Property by Tenant's removal of fixtures, furnishings, equipment or other property shall be repaired at Tenant's sole cost and expense.

4. Minimum Annual Rent; Security Deposit

a. Annual Rent

Throughout the Term of this Lease, from and after the Commencement Date, Tenant will pay Annual Rent to Landlord in the amount described in Section 1. Annual Rent is due in twelve (12) equal monthly installments in the amount of \$2,100.00, plus applicable federal, state and City and Borough of Sitka sales tax, current rate: 5%. The monthly installment of rent shall be paid to Landlord on or before the first of each month commencing on July 1, 2020. Annual Rent for any partial first or last month shall be prorated in accordance with the actual number of days in said month. Annual Rent will be paid to Landlord without written notice or demand and without deduction or offset in lawful money of the United States of America at Landlord's notice address, or to such other address as Landlord may from time to time designate in writing.

b. Security Deposit

Tenant shall deliver to Landlord a security deposit in the amount set forth in Section 1 above upon execution of this Lease. Landlord shall hold and may commingle the security deposit. Any interest earned thereon shall belong to Landlord. Landlord may debit the security deposit at any time to pay for any obligations owed, or expenses incurred, because of Tenant's breach or default of this Lease. Thereafter, upon demand, Tenant shall deliver such sums as are required to return the security deposit to the amount set forth in Section 1.

5. Operating Expenses

a. Landlord Responsibilities

Landlord, at Landlord's cost, shall maintain, repair and replace the roof, foundation, exterior walls, ceiling, structural elements of the Building, utility systems, heat pump system, and removal of snow from common areas, unless the repair and replacement thereof is caused, in whole or in part, by the inadvertency, negligence, or misuse of Tenant. In such event, the cost to repair and replace a

damaged element of the Building caused by Tenant shall be the sole obligation and liability of Tenant. The failure or refusal of Tenant to pay for the cost to repair or replace a damaged element of the Building under this provision shall be deemed a material breach of the Lease. Landlord shall be responsible for the installation of signage for the Tenant's Premises, at Tenant's costs, as provided in the Uniform Signage Design Policy, Rules and Regulations, **Appendix C** to this Lease. Tenant shall make a request for signage in writing to Landlord, including what information Tenant wants stated on the face of the sign. Landlord will adopt a uniform design for Tenant signs placed on the Building, and will provide Tenant with a rendering of the proposed sign prior to placement on the Building to assure the information related to Tenant's business is correctly represented on the sign.

b. Tenant Responsibilities

Tenant shall maintain, repair and replace the interior of the Premises in their condition as of the Commencement Date, normal wear and tear excluded. Tenant's maintenance, repair and replacement obligations shall include, without limitation, the interior walls, drop ceiling if any, utility fixtures, electrical, alarm, lighting fixtures, interior and exterior windows, and doors, plumbing and restroom fixtures, and floor coverings at Tenant's sole cost and expense. Tenant shall immediately advise Landlord of any damage to the Premises or the Building. All damage or injury to the Premises, the Building, or the fixtures, appurtenances and equipment in the Premises or the Building that is caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant. Such expense (plus fifteen percent (15%) of such expense for Landlord's overhead if Landlord undertakes the repair or replacement) will be collectible as additional rent and will be paid by Tenant within ten (10) days after delivery of a statement for such expense. Tenant, not Landlord, must provide all security devices and security guards that Tenant deems necessary to adequately secure the Premises.

c. Utilities and Taxes

i. Utilities

Tenant shall pay for all utilities serving the Premises including, without limitation, heat, electric, telephone, internet, security systems, cable, water and sewer, garbage and janitorial, and Tenant shall establish electric utility in Tenant's name. If certain utilities are not separately metered to the Premises, Landlord may perform a reasonable estimate and bill Tenant for Tenant's estimated share of those utilities.

ii. Taxes

Tenant shall pay all City and Bureau of Sitka sales tax due on any rent described herein. Tenant shall pay any business property tax. Landlord shall pay real property taxes due on the Property.

6. Insurance

a. Tenant's Liability Insurance

Throughout the entire term of this Lease, including any renewal term, Tenant shall, at its sole expense, maintain in full force and effect a policy or policies of commercial general liability insurance issued by one or more insurance carriers, insuring against liability for bodily injury to or death of persons and loss of or damage to property occurring in or on the Premises, the Building, and the Land. This liability insurance shall be in an amount not less than One Million Dollar (\$1,000,000) combined single limit for bodily and personal injury and property damage.

b. Worker's Compensation Insurance

Tenant shall at all times maintain worker's compensation insurance in compliance with Alaska law.

c. Tenant's Casualty Insurance

Tenant shall during the term, at its sole expense, maintain in full force and effect a standard form policy or policies of property and all-risk coverage with an extended coverage endorsement covering all stock in trade, trade fixtures, equipment, Tenant improvements installed at Tenant's cost and expense and other personal property located in the Premises and/or the Building and used by Tenant in connection with its business to the extent of the full replacement value of the foregoing.

d. Compliance with Regulations

Tenant shall, at its own expense, comply with all requirements, including installation of fire extinguishers, smoke and carbon monoxide detectors, or other fire control systems required to be installed in the Premises by insurance underwriters or any governmental authority having jurisdiction, that are necessary for the maintenance of reasonable fire and extended insurance for the Premises and/or the Building.

e. Release and Waiver of Subrogation

Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other or of any third party occurring in or about the Premises or Building, even though the loss or damage might have been occasioned by the negligence of the other party, its agents or employees, if the loss or damage would fall within the scope of a fire and extended coverage (all risk) policy of insurance actually maintained or required by the terms of this Lease to be maintained by the party suffering the loss. Each party shall obtain from its respective insurer under each insurance policy it maintains a waiver of all rights of subrogation which the insurer of one party may have against the other party, and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such a waiver.

f. General Requirements

i. All policies of insurance required to be carried under this Lease shall be written by companies licensed to do business in Alaska and which are rated A+ or better in the "Best's Key Rating Guide." Tenant shall furnish to Landlord a certificate evidencing the insurance required to be maintained pursuant to this Section and shall satisfy Landlord that each policy is in full force and effect and that all persons or entities who are required to be named as "Additional Insureds" as set forth in Section 6.f.III below have been added by endorsement to the policies of insurance.

ii. The insurance that Tenant is required to carry under this Lease shall be primary and non-contributing with the insurance carried by Landlord.

iii. Each insurance policy that Tenant is required to maintain under this Lease, during the Tenant improvement period, shall expressly include, severally and not collectively, as additional insured, the Landlord and any person or firm designated by the Landlord and having an insurable interest, hereinafter called "Additional Insured," as their respective interests may appear.

iv. Each insurance policy that Tenant is required to maintain under this Lease shall not be subject to cancellation or reduction in coverage except upon at least thirty (30) days'

prior written notice to Landlord. The policies of insurance or duly executed certificates evidencing them, together with satisfactory evidence of the payment of premiums, shall be deposited with Landlord at least thirty (30) days prior to the commencement date and not less than thirty (30) days prior to the expiration of the term of the coverage.

v. If Tenant fails to procure and maintain insurance as required by this Lease, Landlord may obtain that insurance and keep it in effect. If Landlord procures insurance on Tenant's behalf, then Tenant shall pay to Landlord the premium cost for that insurance, upon demand, and as additional rent.

vi. The limits of any insurance maintained by Tenant shall in no way limit the liability of Tenant under this Lease.

vii. All required insurance shall be in place and effective as of the Commencement Date.

7. Use

The Premises will be used only for the purposes set forth in Section 1 and for no other purpose. Tenant will use the Premises in a careful, safe, and proper manner and in accordance with all applicable statutes, ordinances, regulations or laws. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Tenant or occupant of the Building or Landlord in its operation of the Building.

8. Compliance with Law

At its sole cost and expense, Tenant will promptly comply with all applicable laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or in force after the Lease Date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises.

9. Assignment and Subletting

a. General

Tenant shall not assign or sublet the Leased Premises, or any part thereof, without the prior written consent of Landlord which consent shall not be unreasonably withheld. Any such attempted assignment or subletting without the prior written consent of Landlord shall be void and of no force or effect and may, at the option of Landlord, be deemed a material default and a basis for termination of this Lease. Consent given on one occasion shall not be construed as, or constitute a waiver of, the requirement of consent as to any subsequent or further assignment or subletting. Should Landlord consent to the assignment or subletting, Tenant shall remain liable and responsible for performance of all the terms, covenants, conditions, and provisions provided for in this Lease, including payment of rent and other charges, herein provided; and the assignee or sublessee, together with its owners if an entity, shall be required to enter an agreement to be bound by and perform all of the terms and conditions of this Lease. In the event Landlord is called upon to consider the assignment or subletting or all or any portion of the Premises, Tenant shall pay to Landlord, any costs incurred by Landlord in considering and consenting to the assignment or subletting of any rights of Tenant under this Lease, including actual attorneys' fees incurred by

Landlord related thereto. Any consent by Landlord to an assignment or subletting shall not in any manner be construed to release Tenant or any assignee or sublessee from obtaining the consent in writing of Landlord to any subsequent transfer, nor shall the same release or discharge Tenant from any liability, past, present or future, under this Lease. For purposes of this Lease, the term "assign," "assignment" or "sublet" shall mean: (a) any transfer by Tenant of any portion of the Tenant's rights, interest, and obligations under this Lease or the Leased Premises, whether voluntary, involuntary, by operation of law, or otherwise; (b) occupancy of the Leased Premises by any person or entity other than Tenant, which includes but is not limited to, space sharing arrangements, licenses of space, and permitted subtenants from assigning their sub-sublease; (c) sale, transfer, assignment, conveyance, endorsement or other disposition of any portion of the (i) of the membership interest if Tenant is a limited liability company, (ii) a partnership interest if Tenant is a limited or general partnership, or, (iii) capital stock if Tenant is a corporation.

b. Information Re Landlord to Consider Assign or Sublet

If Tenant requests Landlord's consent to a specific assignment or subletting, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignment or sublease; (c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial, or other credit information reasonably sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; and (e) the proposed form of assignment or sublease.

c. Payments to Landlord

If Landlord consents to a proposed assignment or sublease, then Landlord will have the right to require Tenant to pay to Landlord one hundred percent (100%) of a sum equal to (a) any rent or other consideration paid to Tenant by any proposed transferee that (after deducting the costs of Tenant, if any, in effecting the assignment or sublease, including reasonable alteration costs, commissions and legal fees) is in excess of the rent allocable to the transferred space then being paid by Tenant to Landlord pursuant to this Lease; (b) any other profit or gain (after deducting any necessary expenses incurred) realized by Tenant from any such sublease or assignment; and (c) Landlord's reasonable attorneys' fees and costs incurred in connection with negotiation, review and processing of the transfer. All such sums payable will be payable to Landlord at the time the next payment of Annual Rent is due.

10. Rules and Regulations

Tenant and its employees, agents, licensees, and invitees will always observe and comply with the rules and regulations set forth in **APPENDIX C**. Landlord may from time to time reasonably amend, delete, or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness and care of the Premises and the Building and the comfort, quiet and convenience of occupants of the Building. Modifications or additions to the rules and regulations will be effective upon ten (10) days' prior written notice to Tenant from Landlord. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies that this Lease provides for default by Tenant, and will, in addition, have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other Tenant, its employees, agents, invitees, or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

11. Holding Over

Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the term (as extended by the Renewal Term if properly exercised). If Tenant remains in possession of all or any part of the Premises after the expiration of the term with the express or implied consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In such event, Annual Rent will be increased to an amount equal to one hundred fifty percent (150%) of the Annual Rent payable during the last month of the term, and any other sums due under this Lease will be payable in the amount and at the times specified in this Lease. Such month-to-month tenancy will be subject to every other term, condition, and covenant contained in this Lease.

12. Signs

Subject to the Rules and Regulations, Tenant may have at least one exterior sign identifying the business occupying the Premises. Any existing signage allowed under the prior tenancy will not be allowed to be installed unless it meets the CBS sign regulations. Exterior signage will be installed by Landlord at Tenant's cost and expense and shall conform to Landlord's Uniform Signage Design Policy, as set forth in the attached Rules and Regulations, **Appendix C**. Tenant at Tenant's cost and expense shall install interior signage. Exterior and interior window graphics shall fall under the same rules and criteria as Tenant's primary exterior signage and must be approved in advance before being attached to the exterior windows or doors. Landlord reserves the right to determine whether proposed window graphics can be installed on the exterior or the interior or denied altogether. No temporary signs, paper or plastic signs, banners or sandwich boards shall be permitted. Landlord may unilaterally remove and dispose of any signage installed by Tenant or Tenant's agents in, on or about the Premises, Building or Property without the prior written consent of Landlord. Upon termination of this Lease, Landlord shall have the exterior signage removed and any restoration to the exterior of the Building repaired. The costs for all expenses associated with exterior signage removal and associated Building restoration shall be deducted from the security deposit held by Landlord, or paid by Tenant with ten (10) days of receipt of a statement stating therein the costs incurred by Landlord to remove the sign.

13. Alterations

a. General

i. During the term, Tenant will not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. All alterations, additions, and improvements consented to by Landlord, and capital improvements that are required to be made to the Building as a result of the nature of Tenant's use of the Premises:

a. Tenant will be allowed to build or hire someone to build rooms associated with the grow facility within the leased area if all work meets local city of Sitka building codes. Anything attached to or altering the existing structure will need approval by the landlord.

b. All such alterations, additions or improvements shall be made in a good and workmanlike manner and shall comply with all applicable laws, codes, ordinances, rules and regulations.

ii. Upon expiration or sooner termination of the term, Tenant shall, at Tenant's cost and expense, with all due diligence, remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed.

b. **Removal.** Landlord requires Tenant to remove any or all alterations, additions, fixtures and improvements that are made in or upon the Premises, Tenant will remove such alterations, additions, fixtures and improvements at Tenant's sole cost and will restore the Premises to the condition in which they were before such alterations, additions, fixtures, improvements, and additions were made, reasonable wear and tear excepted.

14. Protection from Liens

Tenant will pay or cause to be paid all costs and charges for work (a) done by Tenant or caused to be done by Tenant, in or to the Premises, and (b) for all materials furnished for or in connection with such work. Tenant shall protect against the filing of any mechanics or materialman liens, and shall indemnify Landlord against and hold Landlord, the Premises and the Building free, clear and harmless of and from all mechanics or materialman liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work by or on behalf of Tenant. In addition to the protections stated above, Tenant shall protect Landlord against all other forms of lien described in AS 34.35.010 et seq. Landlord reserves the right to post notices of non-responsibility for any claims of lien pertaining to labor performed, materials or services provided to Tenant by others.

15. End of Term

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted. Tenant shall, as applicable, clean all carpets by a licensed service, and remove such alterations, additions, improvements, trade fixtures, equipment and furniture as Landlord has requested that Tenant remove in accordance with the terms of this Lease. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without written notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including, but not limited to, the cost of repairing any damage to the Building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

16. Eminent Domain

If all or any portion of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the "Taking Date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. In the event of any such taking, the entire award will be paid to Landlord and Tenant will have no right or claim to any part of such award; however, Tenant will have the right to assert a claim against the condemning authority in a separate action, so long as Landlord's award is not otherwise reduced, for Tenant's moving expenses and leasehold improvements owned by Tenant.

17. Damage and Destruction

a. If the Premises or the Building are damaged by insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by

Landlord in its reasonable discretion, and the election (if any) which Landlord has made per this Section 18. Such notice will be given before the thirtieth (30th) day (the "Notice Date") after the fire or other insured casualty.

b. If the Premises or the Building are damaged by insured casualty to an extent which may be repaired within 180 days after the Notice Date, as reasonably determined by Landlord, Landlord will promptly begin to repair the damage after the Notice Date and will diligently pursue the completion of such repair. In that event, this Lease will continue in full force and effect except that Annual Rent will be abated on a pro-rata basis from the date of the damage until the date of the completion of such repairs (the "Repair Period") based on the proportion of the rentable area of the Premises Tenant is unable to use during the Repair Period.

c. If the Premises or the Building are damaged by fire or other insured casualty to an extent that may not be repaired within 180 days after the Notice Date, as reasonably determined by Landlord, then (1) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the Notice Date or (2) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within ten (10) days after Landlord's delivery of a written notice that the repairs cannot be made within such 120-day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will diligently proceed to repair the Building and Premises and Annual Rent will be abated on a pro rata basis during the Repair Period based on the proportion of the rentable area of the Premises Tenant is unable to use during the Repair Period.

d. Notwithstanding the provisions of subparagraphs a., b., and c. above, if the Premises or the Building are damaged by uninsured casualty, or if the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Building, Landlord will have the option in its sole discretion to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant on or before the Notice Date.

e. If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Annual Rent as otherwise provided for in this Section 17. Tenant will have no rights to terminate this Lease on account of any damage to the Premises, the Building, or the Land, except as expressly set forth in this Section 17.

18. Subordination

By this provision, this Lease shall be subject and subordinate to the lien of any mortgage, deed of trust or other encumbering instrument now or hereafter placed on the Land or the Building. Tenant shall execute any additional subordination agreement reasonably required by a mortgagee or beneficiary of a mortgage or deed of trust within five (5) business days of the request.

19. Entry by Landlord

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at reasonable hours to:

- a. Inspect the Premises;
- b. Exhibit the Premises to prospective purchasers, lenders, or tenants;
- c. Determine whether Tenant is complying with all its obligations in this Lease;
- d. Post written notices of non-responsibility or similar notices; or

e. Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building; however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Tenant as reasonably possible.

Except in the case of emergencies or suspicion of unlawful activity, or in cases where Tenant has otherwise authorized Landlord's entry, Landlord shall use its best efforts to provide Tenant with notice of its need to enter onto the non-public portions of the Premises not less than twenty-four (24) hours in advance of any such entry.

Tenant, by this Section 19, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Section 19. Landlord will always have and retain a key or key card with which to unlock all of the doors in, on, or about the Premises. Landlord will have the right to use all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided, that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Section 19 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of rent.

20. Indemnification, Waiver and Release

a. Indemnification

Except for any injury or damage to persons or property on the Premises proximately caused solely by the gross negligence or deliberate, intentional, unlawful act of Landlord, its employees, or agents, and subject to the waiver-of-subrogation provisions herein, Tenant will neither hold, nor attempt to hold, Landlord, its employees, or agents liable for, and Tenant will indemnify defend and hold harmless Landlord, its employees and agents from and against any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or related to this Lease, or an act or omission of Tenant or Tenant's officers, employees, agents, invitees and guests in, about or in relation to the Premises, Building or Property. If any action is brought against Landlord, its employees, or agents because of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense, with counsel approved by Landlord. This Section shall survive the expiration or earlier termination of this Lease.

b. Waiver and Release

Tenant, as a material part of the consideration to Landlord for this Lease, by this Section 20.b, waives, and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. This Section shall survive the expiration or earlier termination of this Lease.

21. Environmental Provisions

a. "Environmental Laws" means all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.

b. "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation of Hazardous Materials Table (49 C.F.R. 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

c. Landlord agrees to defend (with counsel reasonably approved by Tenant), fully indemnify and hold entirely free and harmless Tenant from and against all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term and which are imposed on, paid by, or asserted against Tenant by reason or on account of, or in connection with, or arising out of the presence or suspected presence of Hazardous Material in the structures, soil, ground water, or soil vapor on or about the Building or Premises, or the migration of Hazardous Material off of or onto the Land, or the violation by Landlord of any Environmental Law, except to the extent that the Hazardous Material is present or the violation occurred as a result of Tenant's activities in the Building.

d. Tenant agrees to defend (with counsel reasonably approved by Landlord), fully indemnify and hold entirely free and harmless Landlord from and against all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term and which are imposed on, paid by or asserted against Landlord by reason or on account of, or in connection with, or arising out of the presence or suspected presence of Hazardous Material in the structures, soil, ground water, or soil vapor on or about the Building or Premises or the violation by Tenant of any Environmental Law, to the extent that the Hazardous Material is present or the violation occurred as a result of Tenant's activities in the Building or Premises.

e. This Section shall survive the expiration or earlier termination of this Lease.

22. Quiet Enjoyment

Landlord covenants and agrees with Tenant that so long as Tenant pays the rent and observes and performs all the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject to the terms and conditions of this Lease, and Tenant's possession will not be disturbed by anyone claiming by, through, or under Landlord.

23. Effect of Sale

A sale, conveyance, or assignment of the Building will operate to release Landlord from liability under this Lease, from and after the effective date of such sale, conveyance, or assignment, except for liabilities that arose prior to such effective date. This Lease will not be affected by any such sale, conveyance, or assignment, and Tenant will attorn to Landlord's successor in interest to this Lease, so long as such successor in interest assumes Landlord's obligations under this Lease from and after such effective date.

24. Default

a. Events of Default

The following events are referred to, collectively, as "events of default" or, individually, as an "event of default":

i. Tenant defaults in the due and punctual payment of rent, or such other cost or expense Tenant is required to pay under the terms of this Lease, and such default continues for ten (10) business days after written notice from Landlord. Tenant will not be entitled to more than one (1) written notice of monetary defaults during the term, and if after such written notice any rent is not paid when due, an event of default will be considered to have occurred without further notice;

ii. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within ten (10) business days after its levy;

iii. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

iv. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment;

v. Tenant assigns or subleases the Premises without the prior written consent of Landlord;

vi. Tenant defaults under any of the other agreements, terms, covenants, or conditions of this Lease, and such default continues for a period of thirty (30) days after written notice from Landlord to Tenant (or, if such default is not susceptible of cure within such thirty (30) day period, if Tenant fails to diligently commence to cure such default within thirty (30) days after written notice from Landlord and to complete such cure within a reasonable time, not to exceed ninety (90) days thereafter);

vii. Tenant defaults under any other agreement with Landlord, in which event no cure periods beyond those contained in the Agreement pursuant to which Tenant has defaulted shall be available to Tenant; and,

viii. Tenant materially violates a state or municipal marijuana law, statute, regulation or ordinance.

b. Landlord's Remedies

If any one or more events of default set forth in Section 24.a. occurs, then Landlord shall have all available rights and remedies at law or in equity, all of which shall be deemed cumulative, including, without limitation, the right:

i. To give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case, Tenant's right to possession of the Premises will cease and this Lease will be terminated, except as to Tenant's liability, as if the term expired on the date fixed in such notice;

ii. Without further demand or notice, to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner

of trespass, and without prejudice to any remedies for arrears of Annual Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions;

iii. Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including, without limitation, reasonable attorneys' fees and interest on the amount so advanced at the rate set forth in Section 29.p, provided, that Landlord will have no obligation to cure any such event of default of Tenant; or

iv. To accelerate all amounts due pursuant to this Lease and to declare all of the said amounts immediately due and payable, and to collect said amounts to the greatest extent allowed by law.

v. Without limiting the generality of the provision stated in this Section 24.b., of this Lease, Landlord covenants and agrees, that in the event of default by Tenant, Landlord shall not take possession of marijuana situated on the Premises, or otherwise handle, disturb or remove marijuana from the Premises without first giving notice of Tenant's default and Landlord's election to take possession of the Premises, to the Alcohol & Marijuana Control Board (herein, **AMCB**), 550 W. 7th Avenue, Suite 1600, Anchorage, Alaska 99501, telephone: 907-269-0350; and, proceeding as directed by the AMCB.

Should Landlord elect to reenter as provided in subsection ii., or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may from time to time without terminating this Lease relet the Premises or any part of the Premises in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such conditions and upon such other terms (which may include concessions of free rent and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive rent. Landlord will in no way be responsible or liable for any failure to relet the Premises or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in such notice.

c. Certain Damages

In the event that Landlord does not elect to terminate this Lease as permitted in Section 24.b.i, but on the contrary elects to take possession as provided in Section 24.b.ii, Tenant will pay to Landlord Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, attorneys' fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. If, in connection with any reletting, the new lease term extends beyond the term, or the premises covered by such new Lease include other premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting as provided in this Section will be made in determining the net proceeds from such reletting, and any rent concessions will be equally apportioned over the term of the new Lease. Tenant will pay such rent and other sums to Landlord monthly on the day on which the Annual Rent would have been payable under this Lease if possession

had not been retaken, and Landlord will be entitled to receive such rent and other sums from Tenant on each such day.

d. Continuing Liability After Termination

If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to Annual Rent and other amounts that would have been owing by Tenant for the balance of the term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, the expenses enumerated in Section 24.c. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Annual Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such Annual Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

i. The worth at the time of award of the unpaid rent that had been earned at the time of termination;

ii. The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

iii. The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

iv. Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses i. and ii. above is computed by adding interest at the per annum interest rate described in Section 29.p. on the date on which this Lease is terminated from the date of termination until the time of the award. The "worth at the time of award" of the amount referred to in clause iii. above is computed by discounting such amount at the prime rate of the Federal Reserve Bank of San Francisco, California, at the time of award plus one percent (1%).

e. Cumulative Remedies

Any suit or suits for the recovery of the amounts and damages set forth in Sections 24.c. and 24.d. may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees from the date any such matter

is turned over to an attorney, whether one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

f. Waiver of Redemption

Tenant waives any right of redemption arising because of Landlord's exercise of its remedies under this Section 24.

g. Survival

All obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

h. Landlord Default. Landlord shall not be in default of this Lease unless and until Landlord fails to cure a Landlord Default within a reasonable time after delivery of written notice from Tenant sent to Landlord and to any Mortgagees of record. For purposes of this Section 24.h only, a reasonable time shall not be less than forty-five (45) days but may be longer depending on the circumstances.

25. Parking

Tenant parking and use of the outdoor space for production of Tenants product is shown in **Appendix B**. Tenant parking shall be regulated and enforced pursuant to the Rules and Regulations, **Appendix C** to this Lease.

26. Security Agreement.

To secure for Landlord the performance by Tenant of the terms, conditions, covenants, and obligations of this Lease, Landlord shall have a security interest, pursuant to Alaska Statute § 45.29.010 et seq. in Tenant's leasehold improvements, furniture, fixtures, and equipment situated within the Premises from and after the effective date of this Lease. The Parties agree that this provision shall constitute a "security agreement" and Landlord shall be entitled to execute all necessary financing statements and record the same with the State of Alaska, Department of Natural Resources, Uniform Commercial Code Central File, and such other recording district as Landlord may elect.

27. Term and Renewal Options

a. General

The Initial Term of this Lease is as set forth in Section 1 beginning on the commencement date. Provided there does not exist an event of default (as defined in Section 24.a), either on the date that Tenant exercises an option to renew or on the date that a renewal term commences, and provided further that Tenant has not cured more than two (2) defaults previously during the term, the undersigned Tenant shall have two (2) options to renew the term of this Lease, each for a period of one (1) year (the "Renewal Term"), such renewal to be upon the covenants, terms and conditions as set forth in this Lease. Tenant shall deliver to Landlord not less than 120 prior to the expiration of the current Term or Renewal Term, whichever the case, written notice that Tenant does not accept the renewal of the Term. Failure by Tenant to timely delivery such written notice to Landlord shall cause the Term to automatically renew, for which Tenant shall thereafter be responsible for the terms, conditions and rent of the Renewal Term. In such event, there shall be no need for any documentation evidencing the renewal of the Lease Term, as the parties agree that the terms and conditions set forth herein shall

continue and apply to each Renewal Term, except for the amount of rent to be paid as set for in subparts i. and ii., below. Rent for a renewal term of the Lease shall be paid in the following amounts each month throughout the renewal term, together with such additional costs provided herein, including but not limited to the City and Borough of Sitka sales tax:

- i. First Renewal Term \$2,100.00 /month
- ii. Second Renewal Term \$2,100.00 /month

28. Miscellaneous

a. No Offer

This Lease is submitted to Tenant with the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

b. No Construction Against Either Party

Landlord and Tenant acknowledge that each of them and their counsel have reviewed and negotiated this Lease and that this Lease will not be construed for or against either Landlord or Tenant.

c. Time of the Essence

Time is of the essence with respect to each provision of this Lease.

d. Recordation

Tenant may record a reasonable memorandum or short form of this Lease that has been executed by both Landlord and Tenant.

e. No Waiver

The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

f. Limitation on Recourse

No liability shall attach in favor of Tenant against any officer, director, shareholder, member, agent or employee of Landlord, and Tenant shall look solely to the interest of Landlord in the Building and Property for the satisfaction of Landlord's duties, obligations and liabilities arising under or in connection with this Lease.

g. Estoppel Certificates

At any time and from time to time but within ten (10) business days after prior written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any mortgage or deed of trust of the Building or the Land. Tenant's failure to deliver such a certificate within such time will be deemed to mean that the Lease is in full force and effect, there is no defaults and rent is not paid more than one (1) month in advance.

h. Waiver of Jury Trial

Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any other claims. Should a civil action be brought by either party against the other, it shall be brought in the state court at Sitka, Alaska before the court having subject matter jurisdiction of the dispute.

i. No Merger

The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (a) terminate all or any subleases and sub-tenancies or (b) operate as an assignment to Landlord of all or any subleases or sub-tenancies. Landlord's option under this Section 28.i will be exercised by written notice to Tenant and all known sub-lessees or subtenants in the Premises or any part of the Premises.

j. Notices

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Section 1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section.

k. Severability

If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

l. Written Amendment Required

No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications to the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, if no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

m. Captions

The captions of the various sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such sections.

n. Authority

Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

o. Governing Law

This Lease will be governed by and construed pursuant to the laws of the State of Alaska.

p. Late Payments

Any payment of rent that is not paid within five (5) days of its due date is subject to a late charge of five percent (5%) of the amount due, and shall accrue interest at the rate of ten and one-half percent (10.5%) per annum or the highest interest rate allowed by law, whichever is greater, from the date on which it was due until the date on which it is paid in full with accrued interest.

q. Fees

Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable costs incurred in reviewing the proposed action or consent, including, without limitation, reasonable attorneys', engineers' or architects' fees, within ten (10) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action. Tenant shall also reimburse Landlord for any attorney fees incurred in preparing and prosecuting demands associated with Tenant's breaches or defaults of this Lease. The substantially prevailing party in any litigation, appeal or bankruptcy proceeding shall be entitled to reimbursement of all reasonable attorney fees and litigation expenses.

r. Binding Effect

The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors, and assigns.

s. Confidentiality


Tenant agrees not to disclose the terms and conditions of this Lease to any third party without the prior written consent of Landlord.

t. **Entire Agreement**

This Lease, the exhibits, and addenda, if any, contain the entire agreement between Landlord and Tenant. Tenant shall not rely upon any previous representation, warranty, covenant or promise which is not incorporated into this Lease. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises or the Building. This Lease represents the complete understanding of Landlord and Tenant as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord:
BARANOF INVESTMENTS, LLC.

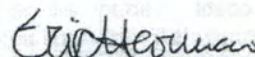
By: 
Gary Smith, Member

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

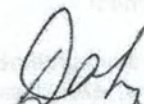
On this 30 day of June, ~~2017~~ ²⁰²⁰, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Gary Smith**, to me known to be the person who signed as a Member of **Baranof Investments, LLC.**, an Alaska limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that **Gary Smith** was duly elected, qualified and acting as said member of said, that **Gary Smith** was authorized to execute said instrument.

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




Notary Public for Alaska
Commission expires: _____

Tenant:

By: 
Darren Phillips

STATE OF ALASKA

)

) ss:

FIRST JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this 30 day of JUNE, ~~2017~~ ²⁰²⁰, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Darren Phillips, to me known to be the owner of the Fiberlite, and, the person described in and who executed the above and foregoing instrument; and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Eric Harmon

Notary Public for Alaska

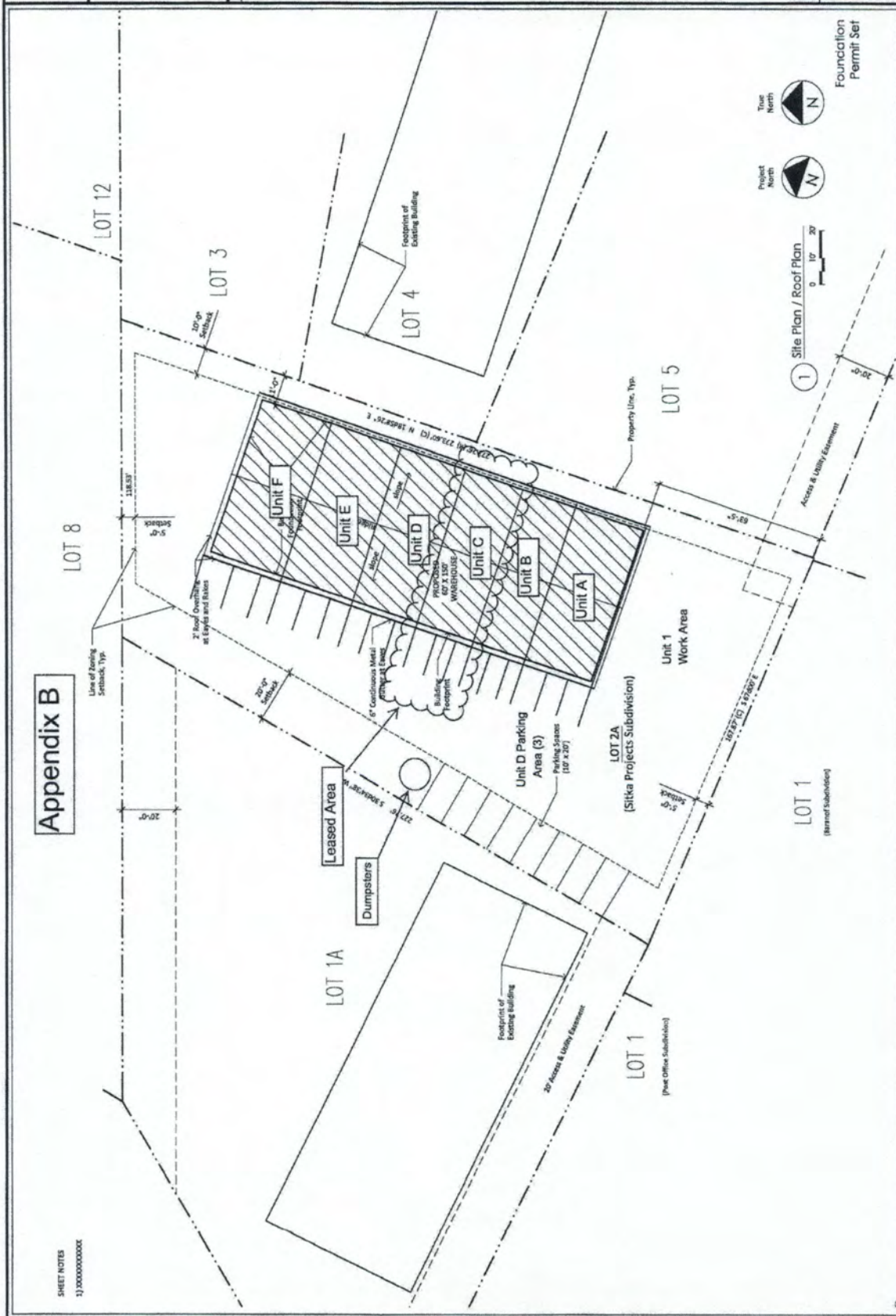
Commission expires: 2/14/21

APPENDIX A
LAND LEGAL DESCRIPTION

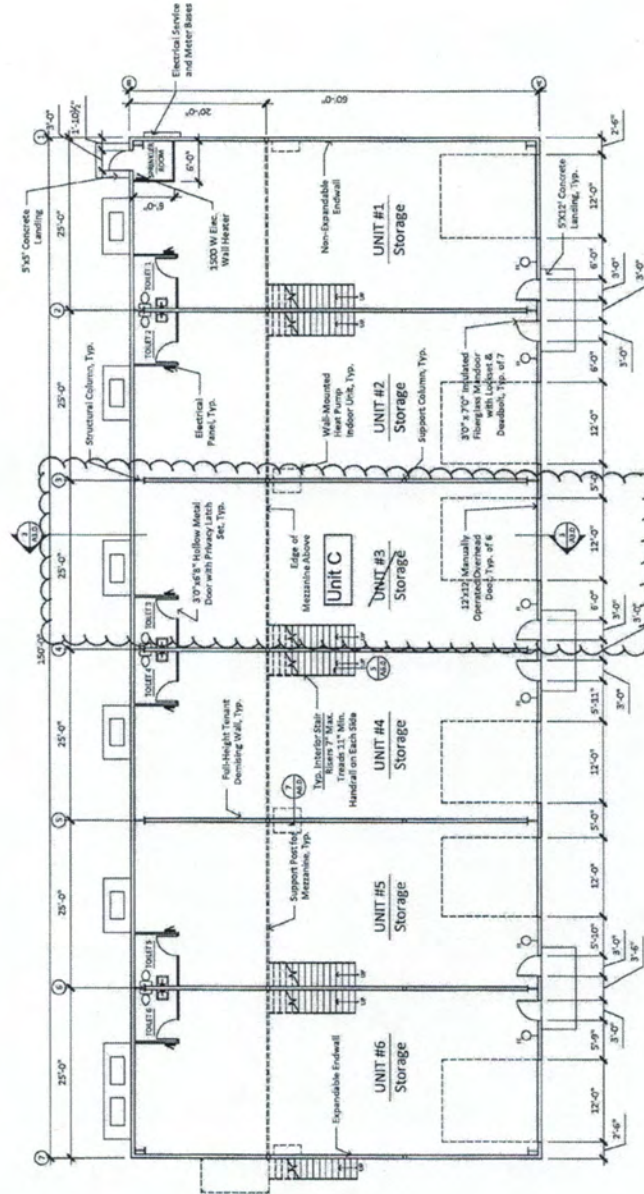
Lot 2A of the Sitka Projects Subdivision, Lot 1 and Lot 2 Lot Line Adjustment
Plat according to Plat No. 99-9, records of the Sitka Recording District, First
Judicial District, State of Alaska.

Appendix B

SHEET NOTES
1) XXXXXXXXXXXX



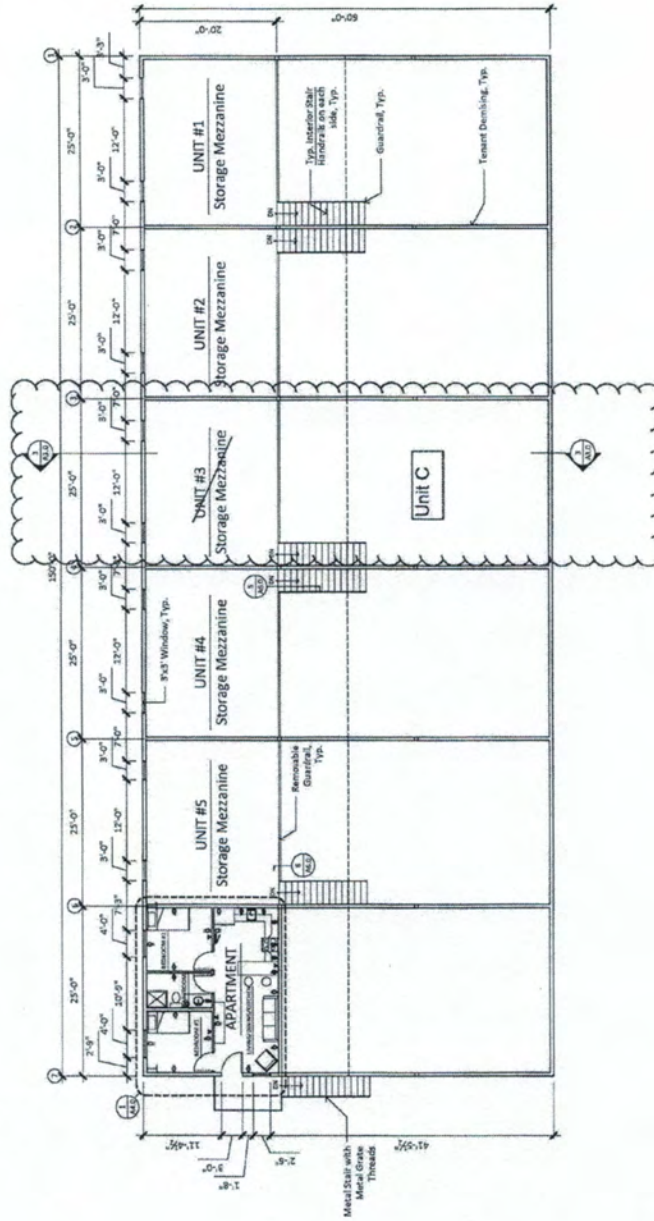
Appendix B



1 Lower Floor Plan 0' 4' 8'

Progress
Submittal

Appendix B



1 Upper Floor/Mezzanine Plan 0' 5'

APPENDIX C
RULES AND REGULATIONS

1. Landlord has adopted a Uniform Signage Design Policy, to assure uniformity of signage placed on the 120 Jarvis Street Building. As stated in paragraph 12 of the Lease, Tenant shall pay the cost of signage, including installation. Other than signage conforming to the Uniform Signage Design Policy and approved by Landlord, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

2. Tenant shall not drill, screw or nail into the metal walls of the interior or exterior of the Premises, for any purpose.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises, or install a security alarm system that would prevent Landlord's entry in the event of an emergency or as otherwise permitted by the Lease, without first obtaining written consent from the landlord.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. Unless otherwise expressly agreed in writing by Landlord, Tenant shall not use, keep or permit any foul smelling, noxious gas or substance or hazardous material used, stored or present within the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
7. Unless otherwise expressly agreed in writing by Landlord, Tenant shall not use, store or keep any kerosene, gasoline or inflammable or combustible fluid or material within the Premises.
8. Landlord will direct electricians as to where and how telephone wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of

telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

9. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
10. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises, including the Parking Area, without the written consent of the Landlord.
11. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
12. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
13. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except when the address includes the Tenant's address.
14. The Building is a NO SMOKING Building. The Landlord shall require smoking be in designated areas, outside the Building. The Landlord shall not be required to provide special shelters, or protection from the elements, for smokers.
15. Storage, sale or consumption of illegal drugs or contraband at or near the Premises shall not be tolerated, and shall constitute a material breach of the Lease.
16. Parking for the Premises shall be exclusively within the designated "**Parking Area**" for each premise within the building as shown on **Appendix B**. The designated Parking Area for each premise, shall be used by Tenant only for parking. Tenant shall not store material, trash, debris, equipment, nonoperating vehicles, storage material, lumber, trash containers.
17. Dumpsters will be in located within the area designated on **Appendix B** as "**Dumpsters**". Tenant's shall dispose of refuse, trash, garbage only in a Dumpster located in the area shown on **Appendix B**, unless otherwise directed in writing by Landlord. Tenant shall only place items in the **Dumpsters** that are acceptable to the City and Borough of Sitka. Tenant shall not place hazardous substances, oils, toxic material, or any material not otherwise allowed by the city and Borough of Sitka in the **Dumpsters**.

Alcohol & Marijuana Control Office

Initiating License Application

5/5/2021 10:20:59 AM

License Number: 13577

License Status: Active-Operating

License Type: Standard Marijuana Cultivation Facility

Doing Business As: FIBERFLITE

Business License Number: 1052278

Designated Licensee: DARREN H PHILLIPS

Email Address: fiberflite@gmail.com

Local Government: Sitka (City and Borough of)

Local Government 2:

Community Council:

Latitude, Longitude: 57.049904, -135.309382

Physical Address: 120 Jarvis Street
Unit C
Sitka, AK 99835
UNITED STATES

Licensee #1

Type: Individual

Name: DARREN H PHILLIPS

SSN:

Date of Birth:

Phone Number: 209-608-5500

Email Address: fiberflite@gmail.com

Mailing Address: PO BOX 645
SITKA, AK 99835
UNITED STATES

*Note: No entity officials entered for this license.**Note: No affiliates entered for this license.*



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-156 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Appoint 1) Karen Lucas to a three-year term on the Historic Preservation Commission, and 2) Thomas Martin to an unexpired term on the Library Commission

Sponsors:

Indexes:

Code sections:

Attachments: [Motion](#)
[Lucas application and roster](#)
[Martin application and roster](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO appoint 1) Karen Lucas to a three-year term on the Historic Preservation Commission, and
2) Thomas Martin to an unexpired term on the
Library Commission.



Application for Appointment to Boards, Committees, and Commissions
City and Borough of Sitka

Board/Commission/Committee: Historic Preservation Comm.
Name: Karen J. Lucas Preferred Phone: [REDACTED]
Address: [REDACTED] Alternate Phone: [REDACTED]
Email Address: [REDACTED] Fax Number: N/A
Length of Residence in Sitka: 31 years Registered to vote in Sitka? ☒ Yes ☐ No
Employer: self-employed
Organizations you belong to or participate in:

(attached)

Explain your main reason for applying:

(attached)

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

(attached)

Please disclose any potential conflicts of interest that may arise from your appointment. These may include but are not limited to:

- A substantial financial interest of \$1000 annually that could be influenced by your appointment.
- An immediate family member employed within the scope of this appointment.

Please attach a letter of interest, outline, or resume which includes your education, work, and volunteer experience that will enhance your membership.

→ (To be considered, your application must be complete AND be accompanied by one of the above supporting documents.)

Date: Sept. 22, 2021 Signature: Karen J. Lucas

Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? ☒ Yes ☐ No

Return to:

Melissa Henshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street
Fax: 907-747-7403 Email: melissa.henshaw@cityofsitka.org

City and Borough of Sitka

100 Lincoln St

Sitka, AK 99835

Letter of Interest

Historic Preservation Commission Appointment

To Whom It May Concern,

September 21, 2021

The preservation of history is, and has been, a passion and interest of mine since childhood. In the fifth grade, with the help of my grandmother, I mapped out my complete family tree, dating back to the Mayflower of 1620. In any locale, the preservation of history, whether material, societal or for purposes of place identity, is a critical component in a thriving, prosperous community. Without the past, we are confined to the present, and can have no vision for the future, as the future is rooted in the past. It is for this main reason; I apply for a volunteer appointment to a seat on the Historic Preservation Commission of the City and Borough of Sitka.

Homesteading in Port Alexander in the 1970's, I became acutely aware of the local history, as the town was nearly abandoned and many artifacts, stories, vacant homes and buildings remained, and that past of 1920-1945 came alive to me within the broader context of Alaska's history. I founded the Port Alexander Historical Society, a 501(c)3 nonprofit corporation in 1994, and we established a museum there in early 2000s which operates to this day. I continue to serve as president, and I have written numerous newsletters for PAHS. I also founded the Cape Decision Lighthouse Society, another 501(c)3 in 1997, when the former USCG lighthouse on southern Kuiu Island was surplused, the lighthouse and 214 acres of Lighthouse Reserve were deeded to CDLS in 2004. I served as president of the corporation for 17 years, during which time I acquired a knowledge of the Secretary's Standards for archaeology and historic preservation, including the Rehabilitation, and Restoration of Historic Properties, the Guidelines for Treatment of Historic Properties and Cultural Landscapes, and the Section 106 process. I hold a Bachelor of Arts from the University of Washington endorsed in French and Spanish, an Alaska Teacher Certificate, and previously, a 100T Masters License, and Able Seaman of the Merchant Marine. I have been a commercial fisherman for over 45 years, from Ketchikan to Bristol Bay, running two of my own boats. Personally, I have a maritime history which is why and how I find myself living in Sitka. I began my local teaching career at the University of Alaska SE, Sitka Campus, and have been employed by the Sitka School District, K-12, as a substitute teacher for two decades. I think I can contribute some experience and expertise to the Historic Preservation Commission.

I belong to, or participate in, the following organizations:

Port Alexander Historical Society, president

Alaska Native Sisterhood, Camp 4, secretary

Sitka Conservation Society, member

Sitka Homeless Coalition, board member

Sitka Woman's Club, board member

KCAW, member

Sitka Maritime Heritage Society, partner

Sitka Historical Society, partner

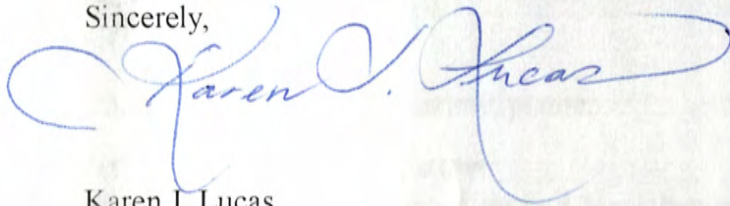
Alaska Historical Society, member

Secure Rural Schools Advisory Committee (USFS, RAC), member

The human history and archaeology of Sitka dates from time immemorial, Tlingit Aani, the Russian period, and the territorial United States to present. I would be pleased and honored to assist in preserving accurately this historic place and sacred trust.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen J. Lucas". The signature is fluid and cursive, with a large loop at the end.

Karen J. Lucas

Tel. 747-7803



HISTORIC PRESERVATION COMMISSION

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
ROBERTA LITTLEFIELD 4102 Halibut Point Road	738-4004 c 747-3444 h robbylittlefield@gci.net	7/13/10 4/24/12 5/27/15 6/26/18	01/27/12 4/24/15 5/27/18 6/22/24	Chair At large
ROBERT SAM 456 Katlian Street	738-5033 Bob_sam777@hotmail.com	2/24/15 2/27/18 3/9/21	2/24/18 2/27/21 3/9/24	Vice Chair STA
JAMES POULSON 1610 Sawmill Creek Rd	747-3219 w 747-6567 h james.poulson1@gmail.com	2/22/11 2/25/14	2/22/14 2/25/17 9/8/18 8/11/24	Secretary Historical Society
SCOTT SALINE PO Box 3183	738-7889 c shsaline@gci.net	4/26/16	4/26/19 5/14/22	At large
CHUCK MILLER 314 Katlian Street	738-4025 chuck.miller@sitkatriben-sn.gov	7/14/20	7/14/23	Native Community
ANNE POLLNOW PO Box 6326	738-0794 anne@sealevelsitka.com	4/28/15 4/25/17	4/22/17 4/25/20	Vice Chair At large
ANA DITTMAR	623-7537 Anadittmar1@hotmail.com	4/10/12 5/27/15 6/12/18	4/10/15 5/27/18 6/12/21	At large
Ben Mejia Planner I	747-1814 ben.mejia@cityofsitka.org			Staff Liaison/ Secretary
Crystal Duncan PO Box 174	738-1910 assemblyduncan@cityofsitka.org			Assembly Liaison

7 members from selected categories 3-year terms

Sitka Historical Society (1), Native Community (2) - one representing Sitka Tribe of Alaska, At-Large (4)

Established by Ordinance 92-1075, Amended by Ordinance 93-1150, Addition by Ordinance 97-1409

Second Wednesday, 6:00 p.m. – Harrigan Centennial Hall, 330 Harbor Drive

Revised: August 11, 2021



Application for Appointment to Boards, Committees, and Commissions City and Borough of Sitka

Board/Commission/Committee: Library Commission

Name: Thomas Martin

Preferred Phone: [REDACTED]

Address: [REDACTED]

Alternate Phone: NA

Email Address: [REDACTED]

Fax Number: NA

Length of Residence in Sitka: Aug 2021 to at least May 2022 Registered to vote in Sitka? X Yes No

Employer: Mt. Edgecumbe HS

Organizations you belong to or participate in:

Mt. Edgecumbe High School, Raven Radio, Brave Heart Volunteers, Salty Spoke Bike Co-op

Explain your main reason for applying:

I think libraries have the potential to meet so many diverse needs of a community, and they can also serve as a powerful place for community gathering. I want to join the commission so that I can be of service to the Sitka community through investing in the library as an even more accessible, inviting, and responsive space.

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

I have experience engaging youth in a number of different educational settings, and I have worked in roles reliant on coordinating among several volunteer groups.

Please disclose any potential conflicts of interest that may arise from your appointment. These may include but are not limited to:

- A substantial financial interest of \$1000 annually that could be influenced by your appointment.
- An immediate family member employed within the scope of this appointment.

NA

Please attach a letter of interest, outline, or resume which includes your education, work, and volunteer experience that will enhance your membership.

→ *(To be considered, your application must be complete AND be accompanied by one of the above supporting documents.)*

Thomas Martin

Date: 09/30/21

Signature: _____

Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? Yes No

Return to:

Jess Earnshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street

Fax: 907-747-7403 Email: cityclerk@cityofsitka.org

Thomas Martin

September 27, 2021

To whom it may concern:

I write with the intention of joining the Sitka Municipal Library Commission. In my first couple weeks in Sitka, I made sure to sign up for a library card. I felt motivated both by the resources available through the library, and because of the admiration I have for the community behind the impact of every library. It is a community I would like to join; if accepted, I would look forward to learning from and contributing to the work of the commission and the broader community responsible for the library's success.

Libraries will always have a special meaning as one of the more accessible sources of education in our society. Educational roles have introduced me to many meaningful relationships. With the Jones-Zimmerman Academic Mentorship Program, I had the opportunity to work with the same group of students over multiple years. Through GED tutoring with the Yale Undergraduate Prison Project, I learned how to build trust through consistent feedback and encouragement. In both settings, I appreciated the chance to hear from others about their interests and motivations, and to support them in realizing their goals. I believe that a library needs to be receptive to the needs of a community in order to remain viable, and I would aim to bring this awareness to a role on the commission.

During my time as co-coordinator of Yale's First-year Outdoor Orientation Trips program (FOOT), I developed a skill set and enthusiasm for community-building and organizational growth. I co-led the effort to recruit, interview, and select a class of new student leaders from 140 applicants. While preparing for our new online program, I helped organize and run both large and small scale soft- and hard-skill trainings. Mechanisms of feedback were essential in FOOT, and we incorporated this into every aspect of our program's design. In crafting a new online plan, we thought carefully about the example we would be setting for future classes of FOOT leaders. Working with the library, I would bring a similar mindset that emphasizes collaboration and balances short- and long-term priorities.

My experience with Urban Resources Initiative was a valuable experience in community-driven work. Each URI project began by reaching out to potential partners. I represented my volunteer groups to local elected officials and leaders of municipal services, and I worked with volunteers in canvassing their communities and asking neighbors about the changes they wanted to see in their surroundings. My role taught me to appreciate the reward and strength of collaborating with a variety of diverse community partners. I intend to bring a similar value for coordination and communication to the library commission.

I have enjoyed the chance to explore the physical space of the library, and I would look forward to a chance to learn about the work that goes on to make it so inviting and supportive. Thank you for taking the time to consider my application.

Sincerely,

Thomas Martin

Thomas Martin

EDUCATION

Yale University, New Haven, CT
BS in Molecular, Cellular, and Developmental Biology
GPA: 3.94

Graduation May 2021
Magna Cum Laude
Phi Beta Kappa

EXPERIENCE IN EDUCATION AND COMMUNITY ENGAGEMENT

Mt. Edgecumbe High School, *Internship and Work Experience Guide*, Sitka, AK Sept 2021-Present

- Coordinate with Sitka organizations to offer learning and working experiences to high school students
- Teach workshops on topics related to career preparation, guiding students through processes such as resume writing, interview skills, and communication with work advisor

Yale First Year Outdoor Orientation Trip, *Co-Coordinator*, New Haven, CT Oct 2019-Oct 2020

- Recruited more leader applicants than the previous year for the first time in three years
- Created a new method to welcome and train 69 new leaders in an online format, increasing leader preparedness and confidence by teaching concrete backpacking skills and facilitating conversations about group dynamics
- Developed an online program to engage and support 275 first-years in their transition to college, incorporating new educational programming on public lands that featured readings and guest speakers

Urban Resources Initiative, *Community Forester Intern*, New Haven, CT Jun 2020-Aug 2020

- Supported 10 separate volunteer groups working on community greening projects
- Helped establish a new butterfly garden, working with a team of 6 community volunteers in designing the space, laying down 5 yards of soil, and planting the first 20 perennials
- Wrote a community survey tool and canvassed neighborhoods to incorporate input into future project directions

Yale School of Medicine, Department of Genetics, *Communications assistant*, New Haven, CT Jun 2020-March 2021

- Generated content for the department's Twitter, highlighting work of faculty and relevant career resources
- Interviewed department members and published stories on research breakthroughs, faculty profiles, and other topical issues to connect the general public with the department's work
- Produced media to publicize events such as speaker series and department retreats

Jones-Zimmerman Academic Mentorship Program, *Mentor*, New Haven, CT Sept 2018-June 2020

- Organized and led after school tutoring, enrichment activities, and field trips for middle schoolers at Wexler-Grant Community School, a Connecticut Turnaround school
- Advised students in the high school application process, speaking with students about personal goals and interests when making their choices

SKILLS AND INTERESTS

- Certified EMT-I
- Statistical programming in R
- Adobe InDesign and Microsoft Office
- Playing and coaching soccer



LIBRARY COMMISSION

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
NICOLE FILIPEK PO Box 251	206-769-3685 nicolefilipek@gmail.com	2/14/17 3/10/20	2/14/20 3/10/23	Chair
MARGIE ESQUIRO 108 Sand Dollar Drive	752-0567 747-6874 margieesquiro@gmail.com	12/8/20	12/8/23	Vice Chair
DARRYL REHKOPF 210 Observatory Street	738-5629 darrylrehkopf@hotmail.com	8/22/17 5/14/19	4/12/19 5/14/22	Secretary
STEPHEN MORSE 314 Tilson Street	738-1664 stephen.morse30@gmail.com	4/24/18 2/26/19	1/26/19 2/26/22	
JEFF BUDD 100 Lincoln Street	747-4821 jbudd3500@gmail.com	6/23/20	1/28/23	<i>Fontaine's term</i>
NALANI JAMES 135 Lillian Drive	808-778-9888 nalanijames5@gmail.com	3/10/20	8/27/22	<i>Resigned 10/12/20</i>
DANIEL GUNN 204 Marine Street	738-0738 danielforestgunn@gmail.com	1/23/18 1/8/19	1/12/19 1/8/22	<i>Resigned 1/27/21</i>
Valorie Nelson 107 Littlebyrd Way	747-4589 assemblynelson@cityofsitka.org			Assembly Liaison
Thor Christianson 500 Lincoln Street A9	738-2491 assemblychristianson@cityofsitka.org			Alternate Assembly Liaison
Elizabeth O'Donnell				Emeritus Member
Alice Johnstone				Emeritus Member

7 Members from Public 3-year terms
 Established by Ordinance 72-50, Ord. 03-1730 added 2 more members
 First Wednesday of the Month, 6:00 p.m. via Zoom

OATH OF OFFICE REQUIRED

Revised: January 27, 2021



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-37 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Amending Title 2 "Administration" of the Sitka General Code by updating Chapter 2.04 "City and Borough Assembly" to include a land acknowledgment to the agenda (1st reading)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2021-37](#)
[Ord 2021-37](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-37 on first reading amending Title 2 “Administration” of the Sitka General Code by updating Chapter 2.04 “City and Borough Assembly” to include a land acknowledgment to the agenda.

Note: If Assembly Member Mosher is not re-elected, this item will be pulled from the October 12 agenda.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-37

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 2
“ADMINISTRATION” OF THE SITKA GENERAL CODE BY UPDATING CHAPTER 2.04
“CITY AND BOROUGH ASSEMBLY” TO INCLUDE A LAND ACKNOWLEDGMENT TO
THE AGENDA**

1. CLASSIFICATION. This ordinance is of a permanent nature and is 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 provide language to be included in the agenda order for the Assembly of the City and Borough of Sitka. By doing so, the Assembly recognizes the importance of the land around us, that the land is who we are, our past, present and future. It is also the intent of the governing body and the community of Sitka to recognize and honor the Tlingit people of the land on which we work and live and this is a recognition of an effort to address historical trauma, an honor of history and an invitation of the truth of our shared history.

4. ENACTMENT. NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Title 2, entitled “Administration”, be amended by updating Chapter 2.04, entitled “City and Borough Assembly”, at Section 2.04.010, entitled “Agenda” to read as follows (deleted language stricken, new language underlined):

**Title 2
ADMINISTRATION**

Chapters:

2.04 City and Borough Assembly

* * *

**Chapter 2.04
CITY AND BOROUGH ASSEMBLY**

Sections:

2.04.010 Agenda.

* * *

2.04.010 Agenda.

A. At all regular meetings, the order of business shall be:

1. Call to order;

2. Flag salute;

3. Recital of Lands Acknowledgment by mayor, "The Assembly of the City and Borough of Sitka would like to respectfully acknowledge the traditional first people of Sheet' Ká, with thanks we proceed on Tlingit Aaní"

~~3~~4. Roll call;

~~4~~5. Correspondence and changes to agenda;

~~5~~6. Ceremonial matters: proclamations, presentations, awards;

~~6~~7. Special reports: government-to-government, municipal boards/commissions, committees, municipal departments, school district, students and guests;

~~7~~8. Public participation on any item off the agenda. Public testimony is not to exceed three minutes per individual, unless the mayor imposes other time constraints at the beginning of the agenda item;

~~8~~9. Consent agenda, to include vote on approval of minutes of previous meeting(s), ordinances for introduction, and routine items adopted by one motion;

~~9~~10. Board, commission, and committee appointments;

~~10~~1. Unfinished business, with public hearing/participation after motion on agenda item, but before deliberation of the assembly;

~~14~~2. New business, with public hearing/participation after motion on agenda item, but before assembly deliberation;

~~12~~3. Public participation on any item on or off the agenda. Not to exceed three minutes per individual;

~~13~~4. Municipal reports from mayor, administrator, attorney, liaisons, clerk and others, not to exceed three minutes per report;

~~14~~5. Executive session, if motion for executive session is made and adopted;

~~15~~6. Adjournment.

* * *

102 **5. EFFECTIVE DATE.** This ordinance shall become effective the day after the date
103 of its passage.
104

105 **PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and Borough of
106 Sitka, Alaska, this 26th day of October, 2021.
107

108
109 _____
109 Steven Eisenbeisz, Mayor

110 ATTEST:
111

112
113 _____
114 Sara Peterson, MMC
115 Municipal Clerk
116

117 1st reading: 10/12/2021

118 2nd and final reading: 10/26/2021
119



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-158 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/4/2021 In control: City and Borough Assembly

On agenda: 10/12/2021 Final action:

Title: Assignments: Deputy Mayor, Vice-Deputy Mayor, and Assembly Liaisons

Sponsors:

Indexes:

Code sections:

Attachments: [Appoint Deputy and Vice Deputy 2021](#)
[LIAISONS 2020-2021](#)

Date	Ver.	Action By	Action	Result
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Appoint Deputy and Vice-Deputy Mayor

I nominate _____, _____, _____ for Deputy Mayor.

Deputy			
Mayor Eisenbeisz			
Ms. Duncan			
Mr. Christianson			
Mr. Knox			
New Member			
Ms. Himschoot			
New Member			

I nominate _____, _____, _____ for Vice-Deputy Mayor.

Vice Deputy			
Mayor Eisenbeisz			
Ms. Duncan			
Mr. Christianson			
Mr. Knox			
New Member			
Ms. Himschoot			
New Member			

Municipal Boards/Commissions/Committees Monthly Meeting Schedule 2020-2021					
ENTITY	CHAIR	Day of Month	Time	Location	Liaisons
Animal Hearing	Susan Royce	Meets as needed			*NA
Building Department Appeals		Meets as needed			*NA
Climate Action Task Force	Elizabeth Bagley	1st and 3rd Tuesday	6:30 PM	Harrigan Centennial Hall	*NA
Employment Relations Board	Leigh Kainulainen	Meets as needed	Varies	Harrigan Centennial Hall	*NA
Gary Paxton Industrial Park Board	Scott Wagner	Varies	3:00 PM	Harrigan Centennial Hall	Christianson/Eisenbeisz
Health Needs/Human Services	Charlie Woodcock	3rd Wednesday	Noon	Harrigan Centennial Hall	Duncan/Knox
Historic Preservation	Roberta Littlefield	2nd Wednesday	6:00 PM	Harrigan Centennial Hall	Duncan
Investment Committee	Mike Reif	Meets as needed	Varies	City Hall Conference Room	Christianson
Library	Nicole Filipek	First Wednesday	6:00 PM	Zoom	Nelson/Christianson
Local Emergency Planning	Craig Warren	2nd Thursday	Noon	Harrigan Centennial Hall	Nelson
Parks & Recreation	James Poulson	2nd Tuesday	Noon	Harrigan Centennial Hall	Mosher
Planning & Zoning	Chris Spivey	1st and 3rd Wednesday	7:30 PM	Harrigan Centennial Hall	Christianson/Knox
Police & Fire	Gregg Olson	4th Wednesday	5:30 PM	Harrigan Centennial Hall	Nelson/Christianson
Port & Harbors (<i>no summer meetings</i>)	Dave Gordon	2nd Wednesday	6:00 PM	Harrigan Centennial Hall	Knox/Christianson
Tree & Landscape	Deb Miller	2nd Wednesday	5:00 PM	Zoom	Himschoot
Informational					
SEDA	Trevor Harang	1st Thursday	Noon	Harrigan Centennial Hall	Mosher/Nelson
Sitka Tribe of Alaska (STA)	Woody Widmark	3rd Wednesday	6:30 PM	Community House	Eisenbeisz/Mosher
School Board		1st Wednesday	6:00 PM	Harrigan Centennial Hall	Himschoot/Duncan
Emergency Operations Center		Meets as needed	varies	Fire Department Classroom	Christianson
Bolded Boards/Commissions/Committees Liaison Required by Ordinance.					
*Don't meet often enough to need a liaison					Revised: May 20, 2021
	Notes: * When assigning liaisons, note that Planning, STA, School Board meet on same nights. * For the Planning Commission, the Assembly may wish to consider assigning two liaisons - one dedicated to the 1st Wednesday of the month and one dedicated to the 3rd Wednesday.				