



CITY AND BOROUGH OF SITKA

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

Meeting Agenda

City and Borough Assembly

*Mayor Steven Eisenbeisz,
Deputy Mayor Kevin Knox,
Vice Deputy Mayor Kevin Mosher,
Thor Christianson, Crystal Duncan, Rebecca Himschoot,
David Miller*

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

Tuesday, October 26, 2021

6:00 PM

Assembly Chambers

WORK SESSION 5:00 PM

Climate Action Task Force

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

IV. CORRESPONDENCE/AGENDA CHANGES

[21-165](#) Reminders, Calendars, and General Correspondence

Attachments: [Reminders](#) [Calendars](#)

V. CEREMONIAL MATTERS

None anticipated.

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

[21-160](#) Special Reports: 1) The Pathways Coalition-Active Family Outdoor Challenge and 2) Blank Rome Government Relations, LLC

Attachments: [Special Reports](#)

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** [21-162](#) Approve the minutes of the October 12 Assembly meeting

Attachments: [Consent Motion](#)
 [Motion Minutes](#)
 [Minutes October 12](#)

- B** [21-163](#) Approve liquor license transfer of controlling interest applications for Pioneer Liquor, Inc. dba Pioneer Bar and Pioneer Liquor Store at 212 Katlian Street

Attachments: [Motion](#)
 [Signed Memos](#)
 [01 #865 dba Pioneer Bar LGB Notice Sitka City and Borough](#)
 [02 #865 AB-01](#)
 [03 #865 AB-02](#)
 [04 #872 dba Pioneer Liquor Store LGB Notice Sitka City and Borough](#)
 [05 #872 AB-01](#)
 [06 #872 AB-02](#)

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

- C** [21-161](#) Reappoint Catherine Riley to a three-year term on the Planning Commission

Attachments: [01 Motion](#)
 [02 Application and Letter](#)
 [03 Planning Commission Roster](#)

X. UNFINISHED BUSINESS:

- D** [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
Attachments: [Motion Ord 2021-37](#)
[2021-37 Land Acknowledgment_Final](#)
- E** [ORD 21-15S](#) Amending Title 13 “Port and Harbors” of the Sitka General Code by updating Chapter 13.10 “Float Regulations” (boat launch ramp parking at Sealing Cove/Crescent Harbor)
Attachments: [01 Motion](#)
[02 Memo Sealing Cove trailer parking lot Substitute Ordinance 10.20.21](#)
[03 Ord 2021-15S](#)
[04 9-8-21 PH meeting minutes](#)
[05 PFC092221](#)
[06 Previous memo, ord, and meeting minutes](#)

XI. NEW BUSINESS:

New Business First Reading

- F** [ORD 21-38](#) Amending the tidelands lease between the City and Borough of Sitka and Sitka Sound Science Center by adding tidelands adjacent to 834 Lincoln Street to the lease area and adjusting the lease rent
Attachments: [01 Motion](#)
[02 Assembly Memo_SSSC Tidelands Lease Amendment](#)
[03 Ord 21-38](#)
[04 First Amendment to Lease Agreement between CBS and SSSC](#)
[05 SSSC Tidelands Lease Amendment Supporting Documents](#)
- G** [ORD 21-40](#) Authorizing the lease of Tract A, ATS 1327 and a Portion of Tract B, ATS 1327, municipal tidelands seaward of 1406 Sawmill Creek Road to Sharon Williamson and Lisa Williamson
Attachments: [01 Motion](#)
[02 Assembly Memo Williamson Tidelands Lease](#)
[03 Ord 21-40](#)
[04 Tidelands Lease Agreement CBS & Williamson](#)
[05 Williamson Tidelands Lease Supporting Documents](#)

- H [ORD 21-39](#) Making supplemental appropriations for Fiscal Year 2022 (Solid Waste Compactor)

Attachments: [01 Motion Ord 21-39](#)

[02 Transfer Station Compactor Assembly Memo 08.13.2021](#)

[03 Ord 21-39](#)

Additional New Business Items

- I [21-164](#) Discussion / Direction / Decision on directing the Municipal Administrator to work with the Sitka Cycling Club on a memorandum of understanding for the development and maintenance of a pump track adjacent to the skatepark and airplane turnaround on Halibut Point Road

Attachments: [01 Motion](#)

[02 Memo and pump track materials](#)

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 22*



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-165 **Version:** 1 **Name:**

Type: Item **Status:** AGENDA READY

File created: 10/21/2021 **In control:** City and Borough Assembly

On agenda: 10/26/2021 **Final action:**

Title: Reminders, Calendars, and General Correspondence

Sponsors:

Indexes:

Code sections:

Attachments: [Reminders Calendars](#)

Date	Ver.	Action By	Action	Result
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REMINDERS

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
Tuesday, October 26	Work Session <i>Climate Action Task Force</i>	5:00 PM
Tuesday, October 26	Regular Meeting	6:00 PM
Tuesday, November 9	Regular Meeting	6:00 PM



Assembly Calendar

2020 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2022

October 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26 Sep	27	28	29	30	1 Oct	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 <u>School Board - Liaison Himschoot</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>	12:00pm <u>Climate Action Task Force</u>		
10	11	12	13	14	15	16
		12:00pm <u>Parks and Recreation Committee-Liaison Mosher</u> 6:00pm <u>Regular Assembly Mtg</u>	Mosher 5:00pm <u>Tree & Landscape - Liaison Himschoot</u> 6:00pm <u>Historic Preservation Commission-Liaison Duncan</u> 6:00pm <u>Library Commission-Liaison Nelson</u>	Mosher	Mosher	Mosher
17	18	19	20	21	22	23
Mosher	Mosher HOLIDAY	Mosher 6:30pm <u>Climate Action Task Force - Assembly Liaison Mosher</u>	12:00pm <u>Health Needs & Human Services - Liaison Duncan</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>			
24	25	26	27	28	29	30
		5:00pm Work Session-Climate Action Task Force 6:00pm <u>Regular Assembly Mtg</u>	5:30pm <u>Police and Fire - Liaison Nelson</u>	Miller	Miller	Miller
31	1 Nov	2	3	4	5	6
Miller	Miller	Miller 6:30pm <u>Climate Action Task Force - Liaison Mosher</u>	Miller 6:00pm <u>School Board - Liaison Himschoot</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>	Miller	Miller	Miller



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Assembly Calendar

[2020](#)
[Jan](#)
[Feb](#)
[Mar](#)
[Apr](#)
[May](#)
[Jun](#)
[Jul](#)
[Aug](#)
[Sep](#)
[Oct](#)
[Nov](#)
[Dec](#)
[2022](#)

November 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<u>31</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
<u>Oct</u> Miller	Nov Miller	Miller 6:30pm Climate Action Task Force - Liaison Mosher	Miller 6:00pm <u>Library Commission- Liaison Himschoot</u> 6:00pm <u>School Board - Liaison Himschoot</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>	Miller	Miller	Miller
<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>
Miller	Miller	Miller 12:00pm <u>Parks and Recreation Committee- Liaison Knox</u> 6:00pm <u>Regular Assembly Mtg</u>	Miller 5:00pm <u>Tree & Landscape - Liaison Himschoot</u> 6:00pm <u>Historic Preservation Commission- Liaison Duncan</u> 6:00pm <u>Ports & Harbors- Liaison Knox</u>	Miller 12:00pm <u>Local Emergency Planning- Liaison Miller</u>	Miller	Miller
<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>
Miller	Eisenbeisz	Eisenbeisz 6:30pm Climate Action Task Force - Assembly Liaison Mosher	Eisenbeisz 12:00pm <u>Health Needs & Human Services - Liaison Duncan</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>	Eisenbeisz	Eisenbeisz	
<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>
		6:00pm <u>Regular Assembly Mtg</u>	5:30pm <u>Police and Fire - Liaison Duncan</u>	HOLIDAY		
<u>28</u>	<u>29</u>	<u>30</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
			Dec 6:00pm <u>Library Commission- Liaison Himschoot</u>			

December 2021

Sunday		Monday	Tuesday	Wednesday		Thursday	Friday	Saturday	
28	Nov	29	30	1	Dec	2	3	4	
				6:00pm <u>Library Commission- Liaison Himschoot</u> 6:00pm <u>School Board - Liaison Himschoot</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>					
5		6	7	8		9	10	11	
			6:30pm <u>Climate Action Task Force - Liaison Mosher</u>	5:00pm <u>Tree & Landscape - Liaison Himschoot</u> 6:00pm <u>Ports & Harbors- Liaison Knox</u>		12:00pm <u>Local Emergency Planning- Liaison Miller</u>			
12		13	14	15		16	17	18	
			12:00pm <u>Parks and Recreation Committee- Liaison Knox</u> 6:00pm <u>Regular Assembly Mtg</u>	12:00pm <u>Health Needs & Human Services - Liaison Duncan</u> 7:30pm <u>Planning Commission - Liaison Christianson</u>					
19		20	21	22		23	24	25	
			6:30pm <u>Climate Action Task Force - Assembly Liaison Mosher</u>	5:30pm <u>Police and Fire - Liaison Duncan</u>			City Offices Closed	HOLIDAY	
26		27	28	29		30	31	1	Jan
			6:00pm <u>Regular Assembly Mtg</u>						



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-160 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/20/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Special Reports: 1) The Pathways Coalition-Active Family Outdoor Challenge and 2) Blank Rome Government Relations, LLC

Sponsors:

Indexes:

Code sections:

Attachments: [Special Reports](#)

Date	Ver.	Action By	Action	Result
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SPECIAL REPORTS

1. The Pathways Coalition-Active Family Outdoor Challenge
2. Blank Rome Government Relations, LLC



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-162 Version: 1 Name:

Type: Minutes Status: AGENDA READY

File created: 10/20/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Approve the minutes of the October 12 Assembly meeting

Sponsors:

Indexes:

Code sections:

Attachments: [Consent Motion](#)
[Motion Minutes](#)
[Minutes October 12](#)

Date	Ver.	Action By	Action	Result
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CONSENT AGENDA

POSSIBLE MOTION

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

I wish to remove Item(s) _____

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

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

POSSIBLE MOTION

I MOVE TO approve the minutes of the
October 12 Assembly meeting.



CITY AND BOROUGH OF SITKA

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

Minutes - Draft

City and Borough Assembly

Mayor Steven Eisenbeisz
Deputy Mayor 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

Outgoing Assembly Member Nelson presided through Unfinished Business. Assembly Members Mosher (re-elected) and Miller were sworn in at the beginning of New Business and presided through the remainder of the meeting.

Present: 8 - Christianson, Knox, Mosher, Nelson, Eisenbeisz, Himschoot, Duncan, and Miller

IV. CORRESPONDENCE/AGENDA CHANGES

None.

[21-159](#)

Reminders, Calendars, and General Correspondence

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)

[21-151](#)

Special Report - Sitka Landslide Warning System Update

Sitka Sound Science Center Director Lisa Busch and Annette Patton Geoscientist at the University of Oregon provided a landslide research update. Busch told of next

steps, monitoring, and the development of a community landslide risk dashboard.

VII. PERSONS TO BE HEARD

Valorie Nelson spoke to her compilation of emails regarding the mask mandate. 191 emails had been received in support and 258 in opposition. Richard Wein spoke to affordability in Sitka and the breakthrough vaccination rates. Brett Wilcox told of the differences in health issues between those vaccinated and unvaccinated.

VIII. CONSENT AGENDA

- A [21-150](#) Approve the minutes of the September 14, 23, and 28 Assembly meetings

A motion was made by Nelson that this Item be APPROVED ON THE CONSENT AGENDA. The motion PASSED by the following vote.

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

Non-voting: 1 - Miller

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

See item I.

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)

From the public, Richard Wein and Carin Adickes spoke in opposition of a sale.

A discussion of the Assembly ensued. Nelson spoke in opposition stating she supported a lease option. Himschoot hoped the City would see tax revenue from the Southeast Alaska Regional Health Consortium (SEARHC) and expressed disappointment in SEARHC using the same appraiser as the City. Duncan disclosed her office space was provided by SEARHC. Based on the outcome of the advisory vote, Christianson, Mosher, and Eisenbeisz expressed support for moving forward with the sale.

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

Non-voting: 1 - Miller

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

A motion was made by Himschoot that this Ordinance be APPROVED on SECOND AND FINAL READING.

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

No: 1 - Nelson

Non-voting: 1 - Miller

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

A motion was made by Knox 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. The motion PASSED by the following vote.

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

Non-voting: 1 - Miller

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

The Assembly took a short recess to recognize outgoing Assembly Member Valorie Nelson.

XI. NEW BUSINESS:

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

Kevin Mosher and David Miller were sworn in as Assembly Members for three-year terms.

G [21-157](#) Discussion / Direction on leasing city tidelands adjacent to 1406 Sawmill Creek Road to Sharon and Lisa Williamson

Planning Director Amy Ainslie explained the current owners were in the process of marketing their property and were interested in leasing the adjacent municipal tidelands to make the property more desirable. Once the property was sold, the tidelands lease would be assigned to the new owner. Ainslie hoped for guidance on the lease terms and whether competitive bidding was inappropriate. A discussion ensued. The Assembly determined it to be non-competitive and agreed on a 6% rate.

H [21-155](#) Approve a standard marijuana cultivation facility license renewal application for Darren H. Phillips dba Fiberflite at 120 Jarvis Street Unit C

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

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

Non-voting: 1 - Nelson

- 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

From the public, Richard Wein spoke in support of Karen Lucas.

Christianson thanked both individuals for applying.

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

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

Non-voting: 1 - Nelson

- 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

Knox, a sponsor, told of his work on this item. He relayed the topic had been mentioned at government to government meetings, had been mentioned to tribal members, and believed it to be an acknowledgement of the place we stand and do business; a small gesture in the work done with the First Nations people of Sitka. Mosher, a sponsor, agreed. He said it was a simply written expression of gratitude. Duncan thanked the sponsors for bringing the item forward. Eisenbeisz noted he would read the acknowledgement at the October 20 Tribal Council meeting.

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, Eisenbeisz, Himschoot, Duncan, and Miller

Non-voting: 1 - Nelson

- K [21-158](#) Assignments: Deputy Mayor, Vice-Deputy Mayor, and Assembly Liaisons

Knox was nominated for Deputy Mayor. Hearing no other nominations, Knox was appointed.

Mosher was nominated for Vice Deputy Mayor. Hearing no other nominations, Mosher was appointed.

The following liaison appointments were made:

Climate Action Task Force - Mosher / Himschoot
Gary Paxton Industrial Park Board - Christianson / Eisenbeisz
Health Needs and Human Services Commission - Duncan / Christianson
Historic Preservation Commission - Miller
Investment Committee - Christianson
Library Commission - Himschoot / Christianson
Local Emergency Planning Commission - Miller / Duncan
Parks and Recreation Committee - Knox / Mosher
Planning Commission - Christianson / Duncan
Police and Fire Commission - Duncan / Miller
Port and Harbors Commission - Knox / Eisenbeisz

Tree and Landscape Committee - Himschoot / Miller
SEDA - Eisenbeisz / Mosher
Sitka Tribe of Alaska - Eisenbeisz / Miller
School Board - Himschoot / Mosher

XII. PERSONS TO BE HEARD:

Carin Adickes spoke to a current Assembly Member making an inflammatory statement at an Emergency Operations Center meeting regarding unvaccinated individuals. She requested an investigation. Richard Wein spoke in support of the land acknowledgement and spoke to the lack of negotiation of the hospital sale price. Kevin Knox read a statement from Kevin Mulligan in support of a Seaplane Base.

XIII. REPORTS

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

Administrator - Leached thanked Municipal Clerk Sara Peterson and election officials for conducting a clean and efficient election.

Clerk - Peterson read through the Board/Commission/Committee vacancy list, expressed gratitude to Deputy Clerk Jess Earnshaw, Administrative Coordinator Holley Dennison, and all election officials for a job well done in the municipal election, and thanked Sitka High student Nik Calhoun for making assembly name plaques with the new city seal.

Other - Mosher reminded liaisons to meet with their respective commissions to talk about streamlining duties.

XIV. EXECUTIVE SESSION

None.

XV. ADJOURNMENT

A motion was made by Mosher to ADJOURN. Hearing no objections, the meeting ADJOURNED at 7:53pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-163 Version: 1 Name:

Type: License Status: AGENDA READY

File created: 10/20/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Approve liquor license transfer of controlling interest applications for Pioneer Liquor, Inc. dba Pioneer Bar and Pioneer Liquor Store at 212 Katlian Street

Sponsors:

Indexes:

Code sections:

Attachments: [Motion](#)
[Signed Memos](#)
[01 #865 dba Pioneer Bar LGB Notice Sitka City and Borough](#)
[02 #865 AB-01](#)
[03 #865 AB-02](#)
[04 #872 dba Pioneer Liquor Store LGB Notice Sitka City and Borough](#)
[05 #872 AB-01](#)
[06 #872 AB-02](#)

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

POSSIBLE MOTION

I MOVE TO approve liquor license transfer of controlling interest applications for Pioneer Liquor, Inc. dba Pioneer Bar and Pioneer Liquor Store at 212 Katlian Street.



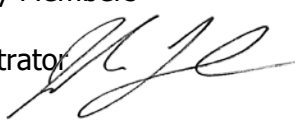
City and Borough of Sitka

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: October 19, 2021

Subject: Liquor License Transfer of Controlling Interest Applications – Pioneer Bar and Pioneer Liquor Store

Our office has received notification of the following liquor license transfer of controlling interest applications submitted by:

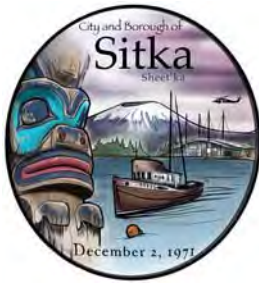
Lic #: 865
DBA: Pioneer Bar
License Type: Beverage Dispensary
Licensee: Pioneer Liquor, Inc.
Premises Address: 212 Katlian Street

Lic #: 872
DBA: Pioneer Liquor Store
License Type: Package Store
Licensee: Pioneer Liquor, Inc.
Premises Address: 212 Katlian Street

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

Recommendation:

Approve liquor license transfer of controlling interest applications for Pioneer Liquor, Inc. dba Pioneer Bar and Pioneer Liquor Store at 212 Katlian Street and forward these approvals to the Alcoholic Beverage Control Board without objection.



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

MEMORANDUM

To: Utility Billing Clerk – Erica
Collections - Carolyn
Municipal Billings – Erica
Sales Tax/Property Tax - Justin
Fire Department
Police Department
Building Official(s)

From: Sara Peterson, Municipal Clerk

Date: October 14, 2021

Subject: Transfer of Controlling Interest Applications – Pioneer Bar and Pioneer Liquor Store

The Municipal Clerk's Office has been notified by the Alcohol and Marijuana Control Office of the following liquor license transfer of controlling interest applications submitted by:

Lic #: **865**
DBA: Pioneer Bar
License Type: Beverage Dispensary
Licensee: Pioneer Liquor, Inc.
Premises Address: 212 Katlian Street

Lic #: **872**
DBA: Pioneer Liquor Store
License Type: Package Store
Licensee: Pioneer Liquor, Inc.
Premises Address: 212 Katlian Street

Please notify no later than **noon on October 19** of any reason to protest. These requests are scheduled to go before the Assembly on October 26.

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

October 11, 2021

Sitka City and Borough

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

License Type:	Beverage Dispensary	License Number:	865
Licensee:	Pioneer Liquor Inc		
Doing Business As:	Pioneer Bar		
Premises Address:	212 Katlian Street		

☐ New Application

☐ Transfer of Ownership Application

☐ Transfer of Location Application

☒ Transfer of Controlling Interest Application

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

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

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov



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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Pioneer Liquor Inc.	License #:	865		
License Type:	Beverage Dispensary	Statutory Reference:	04.11.090		
Doing Business As:	Pioneer Bar				
Premises Address:	212 Katlian St.				
City:	Sitka	State:	AK.	ZIP:	99835
Local Governing Body:	City and Bouorh of Sitka				

Transfer Type:

- ☒ Regular transfer
☐ Transfer with security interest
☐ Involuntary retransfer

OFFICE USE ONLY			
Complete Date:		Transaction #:	100067726, 95393
Board Meeting Date:		License Years:	21-22
Issue Date:		BRE:	ce



AMCO
APR 16 2021



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 2 – Transferee Information**Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Pioneer Liquor Inc				
Doing Business As:	Pioneer Bar				
Premises Address:	212 Katlian St				
City:	Sitka	State:	Ak	ZIP:	99835
Community Council:	N/A				

Mailing Address:	P.O.Box 599				
City:	Sitka	State:	AK	ZIP:	99835

Designated Licensee:	Richard D Heim				
Contact Phone:	907-738-6114	Business Phone:	907-747-3456		
Contact Email:	rlheim@gci.net				

Seasonal License? Yes ☐ No ☒ If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.



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

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
If more space is needed, please attach a separate sheet with the required information.
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.
If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Richard D Heim				
Title(s):	President	Phone:	907-747-3456	% Owned:	
Address:	P.O.Box 599				
City:	Sitka	State:	AK	ZIP:	99835





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Linda D.Heim				
Title(s):	Secretary	Phone:	907-747-6114	% Owned:	49
Address:	P.O.Box 599				
City:	Sitka	State:	AK	ZIP:	99835

Entity Official:	Sandra Dee Baird				
Title(s):	Vice President	Phone:	907-738-7038	% Owned:	
Address:	1605 Halibut Pt.Road				
City:	Sitka	State:	Ak	ZIP:	99835

Entity Official:	Christopher David Heim				
Title(s):	Treasurer	Phone:	907-738-8337	% Owned:	
Address:	P.O.Box 599				
City:	Sitka	State:	Ak	ZIP:	99835

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

6/20

DOC Entity #:	38415D	AK Formed Date:	1986	Home State:	Alaska
Registered Agent:	Richard D. Heim	Agent's Phone:			
Agent's Mailing Address:	P.O.Box 599				
City:	Sitka	State:	Ak	ZIP:	99835

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

☒ ☐



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	David Len Sulser-Supplemental Needs Trust				
Title(s):	Stockholder	Phone:	907-738-5016	% Owned:	25.5
Address:	1605 Halibut Point Road				
City:	Sitka	State:	Ak.	ZIP:	99835

Entity Official:	Harry Scott Sulser-Supplemental Needs Trust				
Title(s):	Stockholder	Phone:	907-738-7038	% Owned:	25.5
Address:	1605 Halibut Point Road				
City:	Sitka	State:	Ak.	ZIP:	99835

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	3841D	AK Formed Date:	1986	Home State:	Alaska
Registered Agent:	Richard D. Heim	Agent's Phone:	907-747-3456		
Agent's Mailing Address:	P.O.Box 599				
City:	Sitka	State:	Ak.	ZIP:	99835

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Pioneer Liquor Store Alaska Liquor License #872

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:

Cynthia Franklin Attorney @ Carlson Law



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Katherine Gulbas by Sandy Baird, Personal Representative
Signature of transferor

Katherine Gulbas by Sandy Baird, Personal Representative
Printed name of transferor

Subscribed and sworn to before me this 07 day of APRIL, 2021.



Daisy M. Arce
Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 29 MARCH 2023

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature of Notary Public

Notary Public in and for the State of _____

My commission expires: _____



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

DA

I certify that all proposed licensees have been listed with the Division of Corporations.

DA

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

DA

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

DA

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

DA

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

Richard D Heim

Signature of transferee

Richard D Heim

Printed name

Subscribed and sworn to before me this 9th day of April, 20 21.



Donnalyn C. Chong

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 12-08-2024

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT SITKA

MAR 05 2019

Clerk of the Trial Courts
By [Signature] Deputy

In the Matter of the Estate of:

Katherine Sulser

Person who Died (Decedent)

Date of Birth: [Redacted]

CASE NO: 1SI-19-00009PR

LETTERS TESTAMENTARY BY COURT

(Court Opens Probate and Appoints a Personal Representative When There is a Will)

The will of the decedent was admitted to probate. The appointed personal representative is:
Sandy Baird.

The personal representative is:

- ☒ not supervised.
☐ supervised. The personal representative shall not make any distribution of the estate
or exercise the following powers without prior order of the court:

3/5/19

Date

[Signature]

Signature of Registrar or Judicial Officer¹

Jonie Calhoun

Printed Name



CERTIFICATION

I certify that on 5 day of Mar 2019
a true copy of this do was placed
in attorney's box/mailed to the following:

S. Baird

By [Signature]

I certify that this is a true and correct copy
of an original document on file in the
Alaska Trial Courts at Sitka.

Signed and sealed this 5 day of Mar 2019

By [Signature]

Clerk/Deputy Clerk

¹ Informal appointment under AS 13.16.115 can be made by the registrar without hearing or notice.

Formal appointment under AS 13.16.145 must be made by a judge after hearing and notice.

AMCC

APR 16 2019

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
AT SITKA

In the Matter of the Estate of:

KATHERINE SULSER

Person Who Died (Decedent)

Date of Birth: [REDACTED]

Filed in the Trial Courts
State of Alaska First District
Sitka

MAR 05 2019

Clerk of the Trial Courts
By [Signature] Deputy

CASE NO. 1SI-19-9PR

**STATEMENT STARTING INFORMAL PROBATE AND
APPOINTING A PERSONAL REPRESENTATIVE WHEN THERE IS A WILL**
(Statement of Informal Probate of Will and Appointment of Personal Representative)

Based upon the request of (name) SANDY BAIRD to open informal probate of (name of person who died) KATHERINE SULSER's last will and appoint a personal representative, the court makes the following findings and order based on that request.

FINDINGS

1. **Application.** The application appears to be complete and includes the requestor's oath or affirmation that the statements are true to the best of the requestor's belief.
2. **Interest.** The requestor is a person with an interest in the estate because he or she is a spouse, relative, person named in the will, beneficiary, creditor or fiduciary representing an interested person.
3. **Person Who Died (Decedent).** The decedent died on (date) 12/14/18. At least five full days have passed since the death.
4. **Filing Location.** This is the correct court to file in because the person who died:
☒ lived in this judicial district at the time of death.
☐ did not live in Alaska at the time of death, but had property located in this judicial district at the time of death.
5. **Time.** The time for probate is within the required time period because:
☒ less than three years have passed since the person died.
☐ more than three years have passed but late probate is allowed under AS 13.16.040 because:

6. **Will.** The person who died made a valid will on (date) 1/30/17. The court has the original will.
7. **Current Personal Representative.**
☒ No court has appointed a personal representative of the estate.
☐ A court appointed a personal representative, but later ended that appointment.
☐ A court appointed (name) _____ as personal representative who lives at (address) _____.
The requestor filed an authenticated copy of the will and a statement from the court where the will was first probated.

8. **Right to be Appointed as Personal Representative.** The court finds that (name) Sandy Baird is at least 19 years old and has priority to serve because:

- ☒ the will named him or her as the personal representative.
☐ he or she is the surviving spouse and named in the will to receive property.
☐ he or she is the surviving spouse but the will did not name him or her to receive property.
☐ the will named him or her to receive property.
☐ he or she is an heir (someone with the right to inherit property from the person who died if no will had been made).
☐ he or she is a creditor and 45 days have passed since the person died.
☐

9. **Additional Findings.**

10. **Notice.** Any notice required by the laws of Alaska has been given.

PROCEDURAL ORDER

The court orders that:

1. The will is admitted to informal probate.
2. ☒ No bond is required. ☐ A bond is required in the amount of \$ _____
3. The appointed personal representative is (name) Sandy Baird and he or she assumes the responsibilities after posting a bond, if required.
4. The court will issue Letters Testamentary after the personal representative files Form P-335, *Acceptance of Duties by Personal Representative and Letters Testamentary by Court*.
5. Other: _____

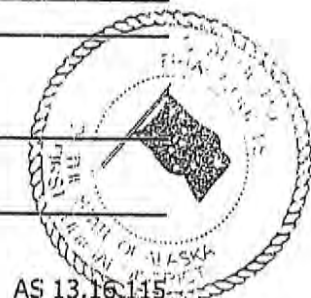
I certify that this is a true and correct copy of an original document on file in the Alaska Trial Courts at Sitka. Signed and sealed this 5 day of Mar 2019.

By Jonie Calhoun
Clerk/Deputy Clerk

3/5/19
Date

Jonie Calhoun
Signature of Registrar
Jonie Calhoun
Printed Name

CC: S. Baird
Page 2 of 2 3/5/19
P-316 (1/19)(cs)



AS 13.16.115

STATE OF ALASKA

CERTIFICATION OF VITAL RECORD

STATE OF ALASKA



ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES - BUREAU OF VITAL STATISTICS

P.O. Box 110675, Juneau, AK 99811-0675

CERTIFICATE OF DEATH

AMENDED

STATE FILE NO. 2018004180

DATE FILED 01/11/2019

1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last) KATHERINE SULSER				2. SEX Female		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. AGE-Last Birthday (Years) 92		4b. UNDER 1 YEAR Months: 0 Days: 0		4c. UNDER 1 DAY Hours: 0 Minutes: 0		5. DATE OF BIRTH (MM/DD/YY) [REDACTED]	
6. BIRTHPLACE (City and State or Foreign Country) London, KENTUCKY				7a. RESIDENCE-STATE Alaska			
7b. COUNTY Sitka				7c. CITY OR TOWN Sitka			
7d. STREET AND NUMBER 1605 Halibut Point Road				7e. APT. No. [REDACTED]		7f. ZIP CODE 99835	
7g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				8. EVER IN US ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown			
9. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown				10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) [REDACTED]			
11. FATHER'S NAME (First, Middle, Last) SCOTT ISAAC HAMMOCK				12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle Last) MARTHA SHELL			
13a. INFORMANT'S NAME SANDRA D BAIRD				13b. RELATIONSHIP TO DECEDENT Daughter			
13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 1950 Anna Circle Sitka, Alaska 99835				14. DECEDENT'S EDUCATION-Check the box that best describes the highest degree or level of school completed at the time of death. <input checked="" type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th - 12th grade, no diploma <input type="checkbox"/> High school graduate or GEO <input type="checkbox"/> Some college credit, but no degree <input type="checkbox"/> Associate degree (e.g., AA, AS) <input type="checkbox"/> Bachelor's degree (e.g., BA, BS) <input type="checkbox"/> Master's degree (e.g., MA, MS, MEng, MEd, MEd, MBA) <input type="checkbox"/> Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LLB, JD) Specify:			
15. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino(a). Check the "No" box if the decedent is not Spanish / Hispanic / Latino(a). <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latino(a) <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano(a) <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other Spanish/Hispanic/Latino(a) Specify:				16. DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Name of the enrolled or principal tribe) <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro(a) <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (Specify)			
17. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED) Homemaker				18. KIND OF BUSINESS OR INDUSTRY Family			
19. PLACE OF DEATH (Check only one) <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival <input type="checkbox"/> Nursing home/long term care facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Other (Specify):				20. FACILITY NAME (If not institution, give street & number) 1605 Halibut Point Road			
21. CITY OR TOWN, STATE AND ZIP CODE Sitka, Alaska 99835				22. COUNTY OF DEATH Sitka			
23. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify) Ketchikan/roesel Mortuary				24. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) Ketchikan/roesel Mortuary			
25. LOCATION - CITY, TOWN AND STATE Ketchikan, AK				26. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY Prewitt Funeral Home Po Box 1001 Sitka, Alaska 99835			
27. NAME OF FUNERAL SERVICE LICENSEE OR OTHER AGENT (SIGNATURE ON FILE) TRUDY PREWITT				28. LICENSE NUMBER (Of Licensee) [REDACTED]			
29. DATE PRONOUNCED DEAD (MM/DD/YY) 12/14/2018				30. TIME PRONOUNCED DEAD 10:45			
31. SIGNATURE OF PERSON PRONOUNCING DEATH (Only when applicable) [REDACTED]				32. LICENSE NUMBER [REDACTED]			
33. DATE SIGNED (MM/DD/YY) 12/14/2018				34. ACTUAL OR PRESUMED DATE OF DEATH (MM/DD/YY) 12/14/2018			
35. ACTUAL OR PRESUMED TIME OF DEATH 10:45				36. WAS MEDICAL EXAMINER OR CORONER CONTACTED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
37. PART I. Enter the chain of events - diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. CONGESTIVE HEART FAILURE				Approximate Interval Onset to death 3 Years			
38. IMMEDIATE CAUSE (Final disease or condition resulting in death) CONGESTIVE HEART FAILURE				Due to (or as a consequence of): [REDACTED]			
39. SEQUENTIAL CAUSE (List conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST) CHRONIC OBSTRUCTIVE PULMONARY DISEASE, ATRIAL FIBRILLATION, AORTIC STENOSIS				Due to (or as a consequence of): [REDACTED]			
40. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Probably <input type="checkbox"/> No <input type="checkbox"/> Unknown				41. IF FEMALE <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within past year			
42. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined				43. DATE OF INJURY (MM/DD/YY) [REDACTED]			
44. TIME OF INJURY [REDACTED]				45. PLACE OF INJURY (e.g., Decedent's home; construction site; restaurant; wooded area) [REDACTED]			
46. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				47. LOCATION OF INJURY: (Street & Number, Apt. No., City or Town, State, Zipcode) [REDACTED]			
48. DESCRIBE HOW INJURY OCCURRED: [REDACTED]				49. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify) [REDACTED]			
50a. CERTIFIER (Check only one) <input checked="" type="checkbox"/> Certifying physician - To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Pronouncing & Certifying physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.				50b. NAME OF CERTIFIER (SIGNATURE ON FILE) ROBERT C HUNTER JR			
51. LICENSE NUMBER AA1784 (AK)				ADDRESS AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 37) 222 Moller Drive Sitka AK 99835			
52. DATE CERTIFIED (MM/DD/YY) 12/31/2018				53. ORIGINAL - STATE COPY			

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, JUNEAU, ALASKA.

DATE ISSUED **FEBRUARY 06, 2019**

Heidi J. Jorgensen
State Registrar

This copy not valid unless prepared on engraved border displaying the date, seal and signature of the Alaska State Registrar.





Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

☒ ☐

Section 1 – Establishment Information

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

Licensee:	Pioneer Liquor Inc.	License Number:	865		
License Type:	Beverage Dispensary				
Doing Business As:	Pioneer Bar				
Premises Address:	212 Katlian St				
City:	Sitka	State:	Ak	ZIP:	99835

3.2 BUILDING LAYOUT

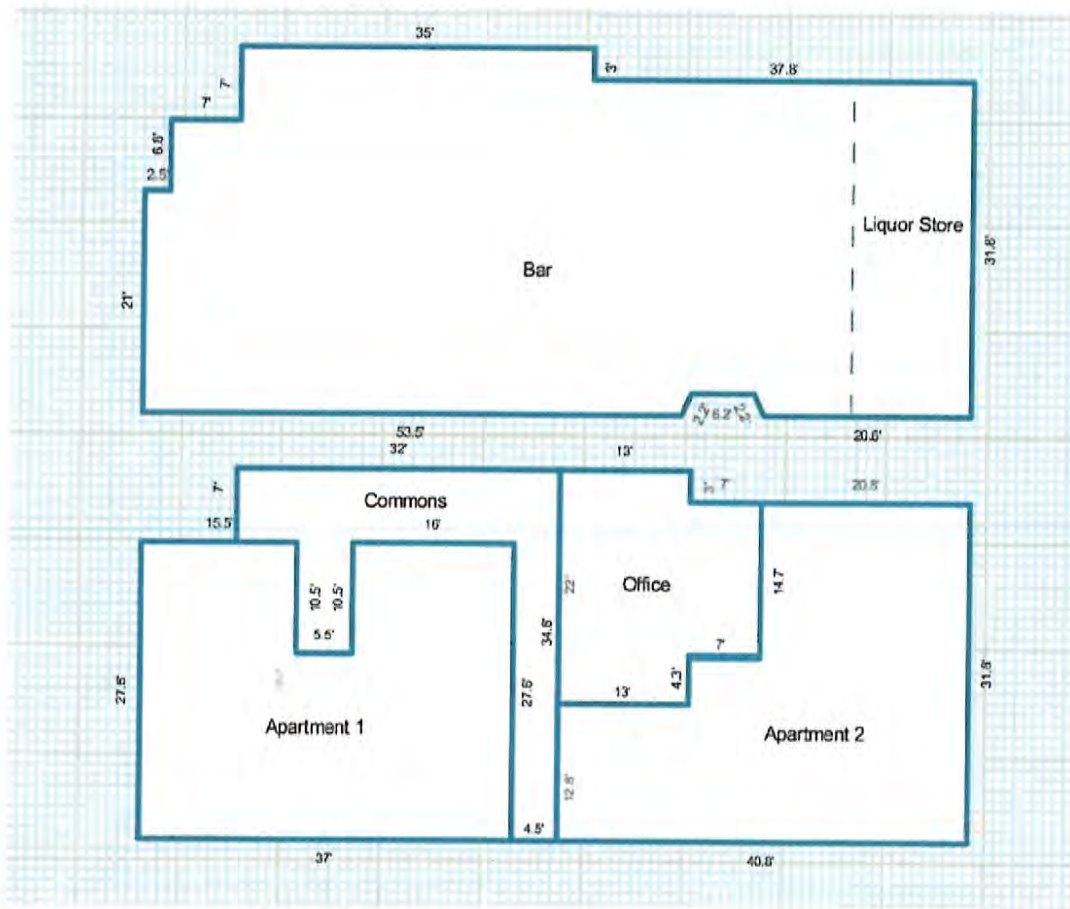


FIGURE 3.2 – Building sketch.

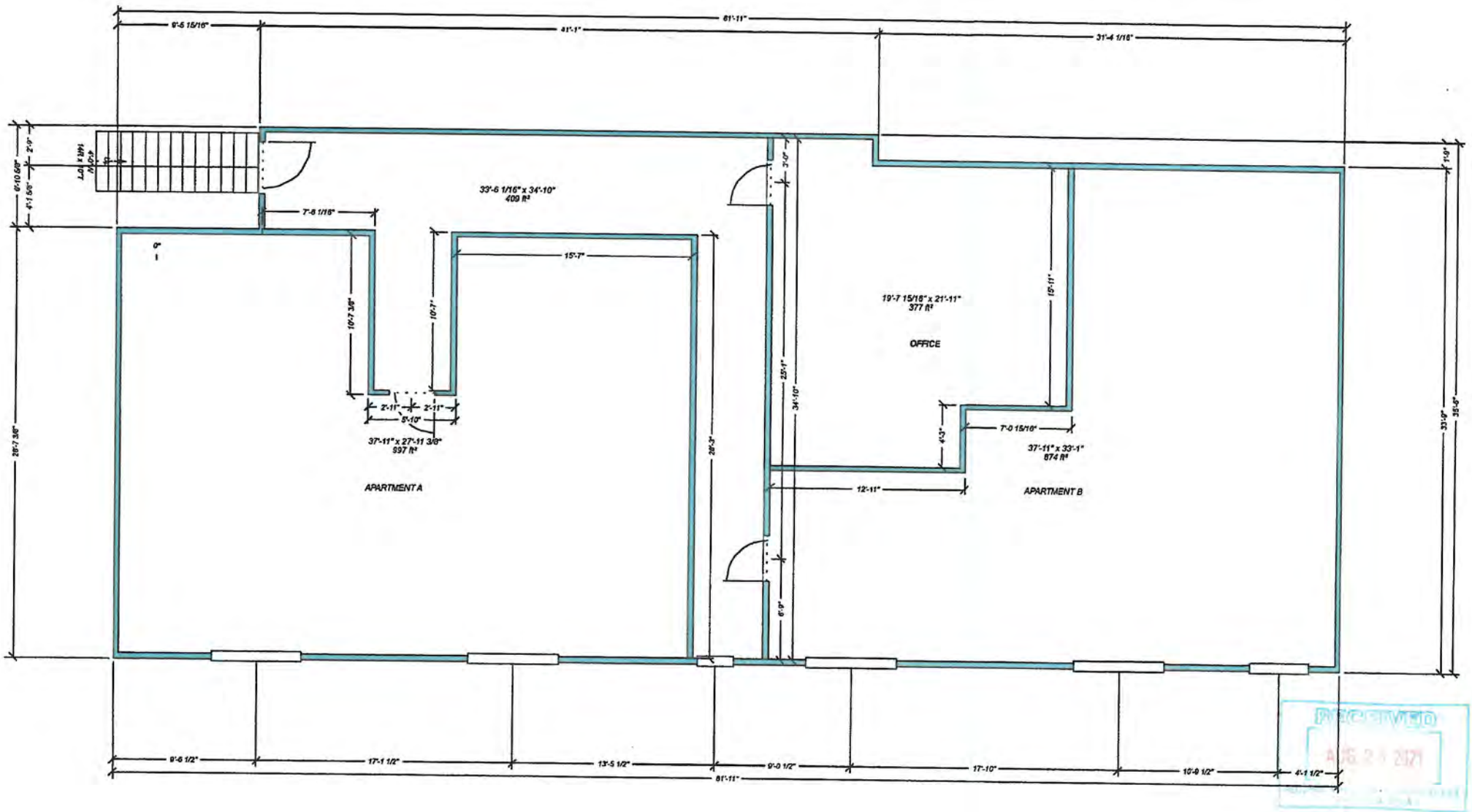
3.3 BUILDING DESCRIPTION

The improvements consist of a two-story, concrete and wood-frame structure. It was originally built in 1940s with Apartment 1 added in the 1980s. The first floor is occupied by the bar and liquor store. The upper floor is accessed via an exterior stair at the rear, north end of the building which opens into a common hallway area. This area accesses Apartment 1 and Apartment 2 as well as the office/storage area for the bar. Apartment 1 has two bedrooms while Apartment 2 has one. The office area has an interior stair down to the rear of the bar. The bar has an open pool area at the north end along with men's and women's restrooms, and the boiler room to the rear of the building. The middle of the bar consists of the bar itself facing a series of diner-style booths along the front of the building along Katlian Avenue. The southern portion of the building is occupied by the liquor store which has both interior access to the bar as well as its own exterior access. Behind the bar and liquor store, along the rear wall, is a large storage area. The overall gross building area and net rentable area are summarized in Table 3.1 which follows:

NOT
liquor
storage

Table 3.1 – Area Calculations	
Bar	2,653
Office	389
Apt 1, 2BD	971
Apt 2, 1 BD	949
Common	407
Total GBA	5,369
Total NRA	4,962





**APPRAISAL REPORT OF
THE PIONEER BAR
AT 212 KATLIAN AVENUE
SITKA, ALASKA**



PREPARED FOR: Katherine Sulser Estate c/o Sandy Baird
1950 Anna Circle
Sitka, AK 99835

PREPARED BY: Joshua C. Horan, Real Estate Appraiser
Horan & Company
403 Lincoln Street, Suite 210
Sitka, Alaska 99835

EFFECTIVE DATE: December 14, 2018

REPORT DATE: May 15, 2020

OUR FILE: 20-040



APT. A

APT B

Pioneer Bar #865

Pioneer
Liquor
Store
#872

222 K P T I S T.



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

October 11, 2021

Sitka City and Borough

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

License Type:	Package Store	License Number:	872
Licensee:	Pioneer Liquor Inc		
Doing Business As:	Pioneer Liquor Store		
Premises Address:	212 Katlian Street		

☐ New Application

☐ Transfer of Ownership Application

☐ Transfer of Location Application

☒ Transfer of Controlling Interest Application

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

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

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**What is this form?**

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Pioneer Liquor Inc.	License #:	#872
License Type:	Package Store	Statutory Reference:	AS 04.11.150
Doing Business As:	Pioneer Liquor Store		
Premises Address:	212 Katlian St		
City:	Sitka	State:	AK
		ZIP:	99835
Local Governing Body:	City of Sitka		

Transfer Type:

- ☒ Regular transfer
- ☐ Transfer with security interest
- ☐ Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	10-11-21	Transaction #:	100067726,
Board Meeting Date:	11-2-21	License Years:	21-22
Issue Date:		BRE:	KRS



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 2 – Transferee Information**Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Pioneer Liquor Inc				
Doing Business As:	Pioneer Liquor Store				
Premises Address:	212 Katlian St				
City:	Sitka	State:	Ak	ZIP:	99835
Community Council:	N/A				

Mailing Address:	P.O.Box 599				
City:	Sitka	State:	AK	ZIP:	99835

Designated Licensee:	Richard D Heim				
Contact Phone:	907-738-6114	Business Phone:	907-747-3456		
Contact Email:	rlheim@gci.net				

Seasonal License? ☐ Yes ☒ No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

1/2 Mile

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

1/2 Mile



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 4 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Richard D Heim				
Title(s):	President	Phone:	907-747-3456	% Owned:	
Address:	P.O.Box 599				
City:	Sitka	State:	AK	ZIP:	99835



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Linda D.Heim				
Title(s):	Secretary	Phone:	907-747-6114	% Owned:	49
Address:	P.O.Box 599				
City:	Sitka	State:	AK	ZIP:	99835

Entity Official:	Sandra Dee Baird				
Title(s):	Vice President	Phone:	907-738-7038	% Owned:	
Address:	1605 Halibut Pt.Road				
City:	Sitka	State:	Ak	ZIP:	99835

Entity Official:	Christopher David Heim				
Title(s):	Treasurer	Phone:	907-738-8337	% Owned:	
Address:	P.O.Box 599				
City:	Sitka	State:	Ak	ZIP:	99835

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	38415D	AK Formed Date:	1986 ^{6/20/}	Home State:	Alaska
Registered Agent:	Richard D. Heim	Agent's Phone:			
Agent's Mailing Address:	P.O.Box 599				
City:	Sitka	State:	Ak	ZIP:	99835

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	David Len Sulser Supplemental Needs Trust				
Title(s):	Stockholder	Phone:	907-738-5016	% Owned:	25.5
Address:	1605 Halibut Point Rd.				
City:	Sitka	State:	AK	ZIP:	99835

Entity Official:	Harry Scott Sulser Supplemental Needs Trust				
Title(s):	Stockholder	Phone:	907-738-7038	% Owned:	25.5
Address:	1605 Halibut Point Rd.				
City:	Sitka	State:	AK	ZIP:	99835

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

06/20

DOC Entity #:	3841D	AK Formed Date:	1986	Home State:	Alaska
Registered Agent:	Richard D. Heim		Agent's Phone:		
Agent's Mailing Address:	P.O.Box 599				
City:	Sitka	State:	AK.	ZIP:	99835

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?





Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Pioneer Liquor Store Alaska Liquor License #872 865

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:

Cynthia Franklin Attorney @ Carlson Law



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Katherine Sulzer by Sandy Baird, Personal Representative
Signature of transferor

Katherine Sulzer by Sandy Baird, Personal Representative
Printed name of transferor

Subscribed and sworn to before me this 07 day of APRIL, 2021.



Daisy M. Arce
Signature of Notary Public

Notary Public in and for the State of ALASKA.

My commission expires: 29 MARCH 2023

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application**Section 9 – Transferee Certifications**

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.



I certify that all proposed licensees have been listed with the Division of Corporations.



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



I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.



I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

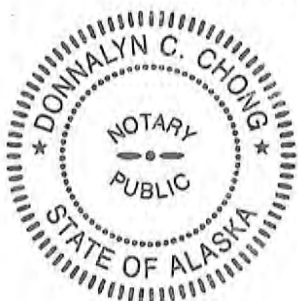


As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Richard D Heim

Printed name

Subscribed and sworn to before me this 9th day of APRIL, 2021.

Signature of Notary Public

Notary Public in and for the State of ALASKAMy commission expires: 12-08-2024

copy

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FIRST JUDICIAL DISTRICT AT SITKA

MAR 05 2019

Clerk of the Trial Courts
By [Signature] Deputy

In the Matter of the Estate of:

CASE NO: 1SI-19-00009PR

Katherine Sulser,

Person who Died (Decedent)

Date of Birth: 05/01/1926

LETTERS TESTAMENTARY BY COURT

(Court Opens Probate and Appoints a Personal Representative When There is a Will)

The will of the decedent was admitted to probate. The appointed personal representative is:
Sandy Baird.

The personal representative is:

☒ not supervised.

☐ supervised. The personal representative shall not make any distribution of the estate or exercise the following powers without prior order of the court:

3/5/19

Date

[Signature]

Signature of Registrar or Judicial Officer¹

Jonie Calhoun

Printed Name



CERTIFICATION

I certify that on 5 day of Mar 2019
a true copy of this do was placed
in attorney's box/mailed to the following:

S. Baird

By [Signature]

I certify that this is a true and correct copy
of an original document on file in the
Alaska Trial Courts at Sitka.

Signed and sealed this 5 day of Mar 2019

By [Signature]
Clerk/Deputy Clerk

¹ Informal appointment under AS 13.16.115 can be made by the registrar without hearing or notice.
Formal appointment under AS 13.16.145 must be made by a judge after hearing and notice.

AMCO

APR 16 2019

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
AT SITKA

In the Matter of the Estate of:

Filed in the Trial Courts
State of Alaska First District
Sitka

MAR 05 2019

KATHERINE SULSER

Person Who Died (Decedent)

Date of Birth: [REDACTED]

Clerk of the Trial Courts
By [Signature] Deputy

CASE NO. 1SI-19-9PR

**STATEMENT STARTING INFORMAL PROBATE AND
APPOINTING A PERSONAL REPRESENTATIVE WHEN THERE IS A WILL**
(Statement of Informal Probate of Will and Appointment of Personal Representative)

Based upon the request of (name) SANDY BAIRD to open informal probate of (name of person who died) KATHERINE SULSER's last will and appoint a personal representative, the court makes the following findings and order based on that request.

FINDINGS

1. **Application.** The application appears to be complete and includes the requestor's oath or affirmation that the statements are true to the best of the requestor's belief.
2. **Interest.** The requestor is a person with an interest in the estate because he or she is a spouse, relative, person named in the will, beneficiary, creditor or fiduciary representing an interested person.
3. **Person Who Died (Decedent).** The decedent died on (date) 12/14/18. At least five full days have passed since the death.
4. **Filing Location.** This is the correct court to file in because the person who died:
☒ lived in this judicial district at the time of death.
☐ did not live in Alaska at the time of death, but had property located in this judicial district at the time of death.
5. **Time.** The time for probate is within the required time period because:
☒ less than three years have passed since the person died.
☐ more than three years have passed but late probate is allowed under AS 13.16.040 because:

6. **Will.** The person who died made a valid will on (date) 1/30/17. The court has the original will.
7. **Current Personal Representative.**
☒ No court has appointed a personal representative of the estate.
☐ A court appointed a personal representative, but later ended that appointment.
☐ A court appointed (name) _____ as personal representative who lives at (address) _____.
The requestor filed an authenticated copy of the will and a statement from the court where the will was first probated.

8. **Right to be Appointed as Personal Representative.** The court finds that (name) Sandy Baird is at least 19 years old and has priority to serve because:

- ☒ the will named him or her as the personal representative.
☐ he or she is the surviving spouse and named in the will to receive property.
☐ he or she is the surviving spouse but the will did not name him or her to receive property.
☐ the will named him or her to receive property.
☐ he or she is an heir (someone with the right to inherit property from the person who died if no will had been made).
☐ he or she is a creditor and 45 days have passed since the person died.

9. **Additional Findings.**

10. **Notice.** Any notice required by the laws of Alaska has been given.

PROCEDURAL ORDER

The court orders that:

1. The will is admitted to informal probate.
2. ☒ No bond is required. ☐ A bond is required in the amount of \$ _____
3. The appointed personal representative is (name) Sandy Baird and he or she assumes the responsibilities after posting a bond, if required.
4. The court will issue Letters Testamentary after the personal representative files Form P-335, *Acceptance of Duties by Personal Representative and Letters Testamentary by Court*.
5. Other: _____

3/5/19

Date

Jonie Calhoun
Signature of Registrar
Jonie Calhoun
Printed Name

cc: S. Baird *
Page 2 of 2 3/5/19 J

P-316 (1/19)(cs)

STATEMENT STARTING INFORMAL PROBATE AND APPOINTING A PERSONAL REPRESENTATIVE WHEN THERE IS A WILL

AS 13.16.115

APR 16 2021

I certify that this is a true and correct copy of an original document on file in the Alaska Trial Courts at Sitka. Signed and sealed this 5 day of Mar 2019.

By Jonie Calhoun
Clerk/Deputy Clerk

STATE OF ALASKA

CERTIFICATION OF VITAL RECORD

STATE OF ALASKA



ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES - BUREAU OF VITAL STATISTICS

P.O. Box 110575, Juneau, AK 99811-0575

CERTIFICATE OF DEATH

AMENDED

STATE FILE NO. 2018004180

DATE FILED 01/11/2019

1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last) KATHERINE SULSER				2. SEX Female		3. SOCIAL SECURITY NUMBER [REDACTED]	
4a. AGE-Last Birthday (Years) 92		4b. UNDER 1 YEAR Months _____ Days _____		4c. UNDER 1 DAY Hours _____ Minutes _____		5. DATE OF BIRTH (MM/DD/YY) [REDACTED]	
6. BIRTHPLACE (City and State or Foreign Country) London, KENTUCKY				7a. CITY OR TOWN Sitka			
7b. RESIDENCE-STATE Alaska				7c. COUNTY Sitka			
7d. STREET AND NUMBER 1605 Halibut Point Road				7e. APT. No. [REDACTED]		7f. ZIP CODE 99835	
7g. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
8. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown				9. MARITAL STATUS AT TIME OF DEATH <input type="checkbox"/> Married <input type="checkbox"/> Married, but separated <input type="checkbox"/> Never Married <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Unknown			
10. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) [REDACTED]							
11. FATHER'S NAME (First, Middle, Last) SCOTT ISAAC HAMMOCK				12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) MARTHA SHELL			
13a. INFORMANT'S NAME SANDRA D BAIRD				13b. RELATIONSHIP TO DECEDENT Daughter			
13c. MAILING ADDRESS (Street and Number, City, State, Zip Code) 1950 Anna Circle Sitka, Alaska 99835							
14. DECEDENT'S EDUCATION-Check the box that best describes the highest degree or level of school completed at the time of death. <input checked="" type="checkbox"/> 8th grade or less <input type="checkbox"/> 9th - 12th grade, no diploma <input type="checkbox"/> High school graduate or GED <input type="checkbox"/> Some college credit, but no degree <input type="checkbox"/> Associate degree (e.g., AA, AS) <input type="checkbox"/> Bachelor's degree (e.g., BA, BS) <input type="checkbox"/> Master's degree (e.g., MA, MS, MEng, MEd, MSW, MBA) <input type="checkbox"/> Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LLB, JD)				15. DECEDENT OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino(a). Check the 'No' box if the decedent is not Spanish / Hispanic / Latino(a). <input checked="" type="checkbox"/> No, not Spanish/Hispanic/Latino(a) <input type="checkbox"/> Yes, Mexican, Mexican American, Chicano(a) <input type="checkbox"/> Yes, Puerto Rican <input type="checkbox"/> Yes, Cuban <input type="checkbox"/> Yes, other Spanish/Hispanic/Latino(a) Specify _____			
16. DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be) <input checked="" type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaskan Native (Name of the enrolled or principal tribe) _____ <input type="checkbox"/> Asian Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other Asian (Specify) _____ <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Guamanian or Chamorro(a) <input type="checkbox"/> Samoan <input type="checkbox"/> Other Pacific Islander (Specify) _____ <input type="checkbox"/> Other (Specify) _____							
17. DECEDENT'S USUAL OCCUPATION (Indicate type of work done during most of working life. DO NOT USE RETIRED) Homemaker				18. KIND OF BUSINESS OR INDUSTRY Family			
19. PLACE OF DEATH (Check only one.) <input type="checkbox"/> IF DEATH OCCURRED IN A HOSPITAL: <input type="checkbox"/> Inpatient <input type="checkbox"/> Emergency Room/Outpatient <input type="checkbox"/> Dead on Arrival <input type="checkbox"/> IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input checked="" type="checkbox"/> Nursing home/long term care facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Other (Specify): _____							
20. FACILITY NAME (If not institution, give street & number) 1605 Halibut Point Road				21. CITY OR TOWN, STATE AND ZIP CODE Sitka, Alaska 99835		22. COUNTY OF DEATH Sitka	
23. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from State <input type="checkbox"/> Other (Specify) _____				24. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) Ketchikan/roesel Mortuary			
25. LOCATION - CITY, TOWN AND STATE Ketchikan, AK				26. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY Prewitt Funeral Home Po Box 1001 Sitka, Alaska 99835			
27. NAME OF FUNERAL SERVICE LICENSEE OR OTHER AGENT (SIGNATURE ON FILE) TRUDY PREWITT				28. LICENSE NUMBER (Of Licensee) [REDACTED]			
29. DATE PRONOUNCED DEAD (MM/DD/YY) 12/14/2018				30. TIME PRONOUNCED DEAD 10:45			
31. SIGNATURE OF PERSON PRONOUNCING DEATH (Only when applicable) [REDACTED]				32. LICENSE NUMBER [REDACTED]		33. DATE SIGNED (MM/DD/YY) [REDACTED]	
34. ACTUAL OR PRESUMED DATE OF DEATH (MM/DD/YY) 12/14/2018				35. ACTUAL OR PRESUMED TIME OF DEATH 10:45		36. WAS MEDICAL EXAMINER OR CORONER CONTACTED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
37. PART I. Enter the chain of events - diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. CONGESTIVE HEART FAILURE IMMEDIATE CAUSE (Final disease or condition resulting in death) a. _____ Due to (or as a consequence of): _____ b. _____ Due to (or as a consequence of): _____ c. _____ Due to (or as a consequence of): _____ d. _____ UNDERLYING CAUSE (Disease or injury that initiated the events resulting in death) LAST STENOSIS				38. WAS AN AUTOPSY PERFORMED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		39. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40. DID TOBACCO USE CONTRIBUTE TO DEATH? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Probably <input type="checkbox"/> No <input type="checkbox"/> Unknown				41. IF FEMALE <input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within past year		42. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Suicide <input type="checkbox"/> Could not be determined	
43. DATE OF INJURY (MM/DD/YY) [REDACTED]				44. TIME OF INJURY [REDACTED]		45. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area) [REDACTED]	
46. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
47. LOCATION OF INJURY: (Street & Number, Apt. No., City or Town, State, Zipcode) [REDACTED]							
48. DESCRIBE HOW INJURY OCCURRED: [REDACTED]				49. IF TRANSPORTATION INJURY, SPECIFY: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Unknown			
50a. CERTIFIER (Check only one): <input checked="" type="checkbox"/> Certifying physician - to the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Pronouncing & Certifying physician - To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.							
50b. NAME OF CERTIFIER (SIGNATURE ON FILE) ROBERT C HUNTER JR				ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 37) 222 Moller Drive Sitka AK 99835			
51. LICENSE NUMBER AA1784 (AK)				52. DATE CERTIFIED (MM/DD/YY) 12/31/2018			

To Be Completed/Verified By: FUNERAL DIRECTOR

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE BUREAU OF VITAL STATISTICS, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, JUNEAU, ALASKA.

DATE ISSUED **FEBRUARY 06, 2019**

This copy not valid unless prepared on engraved border displaying the date, seal and signature of the Alaska State Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Heidi J. Jorgensen
State Registrar





Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram**What is this form?**

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is **not required**. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes

No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

**Section 1 – Establishment Information**

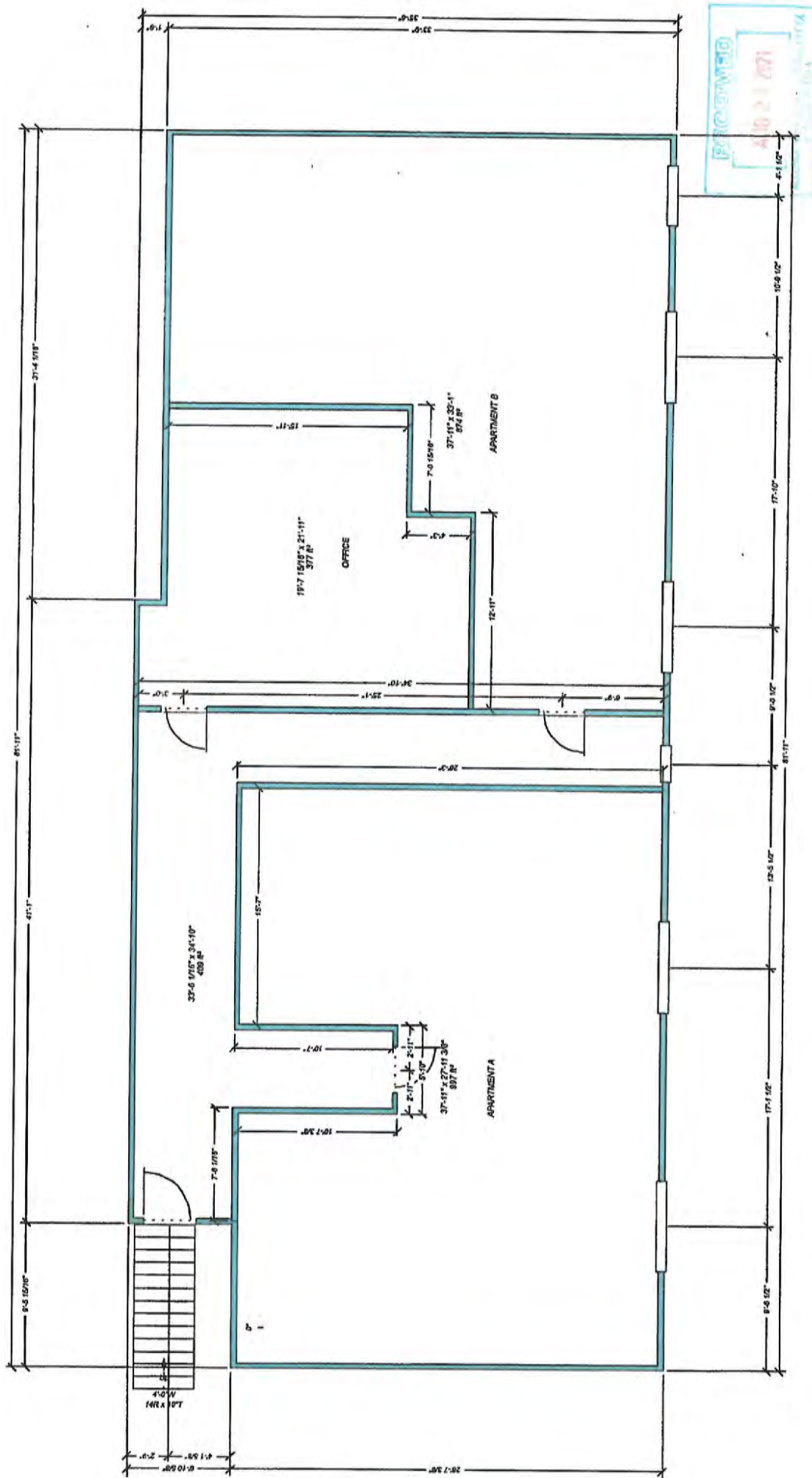
Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Pioneer Liquor Inc.	License Number:	872
License Type:	Package Store		
Doing Business As:	Pioneer Liquor Store		
Premises Address:	212 Katlian St		
City:	Sitka	State:	Ak
		ZIP:	99835

AMCO

APR 30 2020





3.2 BUILDING LAYOUT

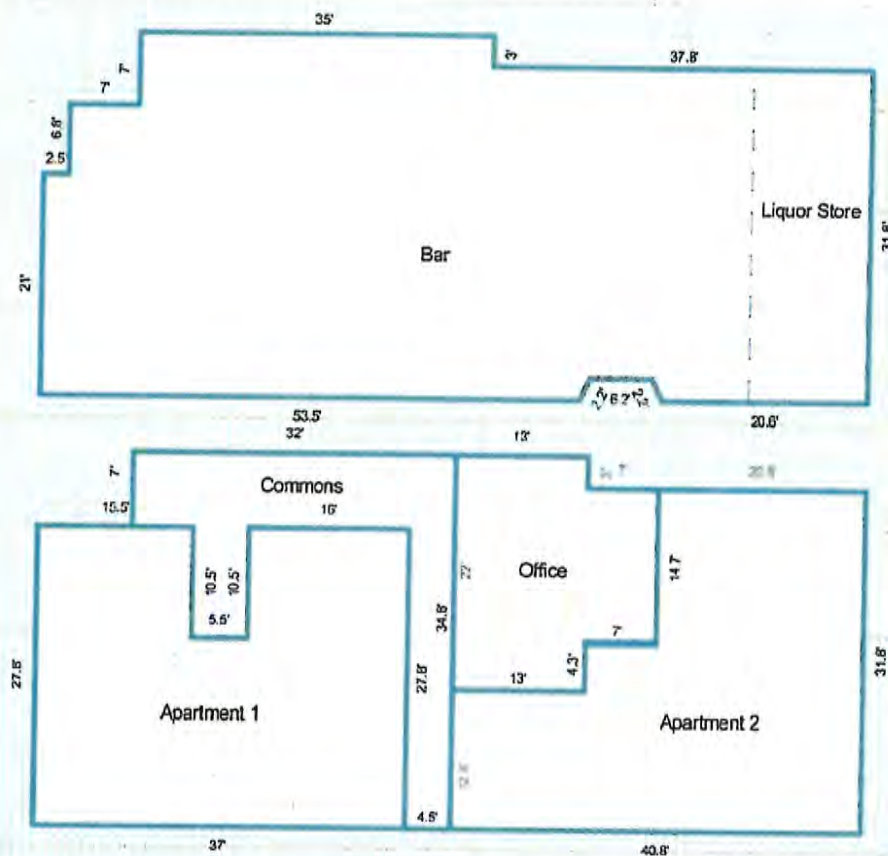


FIGURE 3.2 – Building sketch.

3.3 BUILDING DESCRIPTION

The improvements consist of a two-story, concrete and wood-frame structure. It was originally built in 1940s with Apartment 1 added in the 1980s. The first floor is occupied by the bar and liquor store. The upper floor is accessed via an exterior stair at the rear, north end of the building which opens into a common hallway area. This area accesses Apartment 1 and Apartment 2 as well as the office/storage area for the bar. Apartment 1 has two bedrooms while Apartment 2 has one. The office area has an interior stair down to the rear of the bar. The bar has an open pool area at the north end along with men's and women's restrooms, and the boiler room to the rear of the building. The middle of the bar consists of the bar itself facing a series of diner-style booths along the front of the building along Katlian Avenue. The southern portion of the building is occupied by the liquor store which has both interior access to the bar as well as its own exterior access. Behind the bar and liquor store, along the rear wall, is a large storage area. The overall gross building area and net rentable area are summarized in Table 3.1 which follows:

NOT
liquor
storage

Table 3.1 – Area Calculations	
Bar	2,653
Office	389
Apt 1, 2BD	971
Apt 2, 1 BD	949
Common	407
Total GBA	5,369
Total NRA	4,962



**APPRAISAL REPORT OF
THE PIONEER BAR
AT 212 KATLIAN AVENUE
SITKA, ALASKA**



PREPARED FOR: Katherine Sulser Estate c/o Sandy Baird
1950 Anna Circle
Sitka, AK 99835

PREPARED BY: Joshua C. Horan, Real Estate Appraiser
Horan & Company
403 Lincoln Street, Suite 210
Sitka, Alaska 99835

EFFECTIVE DATE: December 14, 2018

REPORT DATE: May 15, 2020

OUR FILE: 20-040



Part A

Part B

Pioneer Bar #265

Pioneer
Liquor
Store
#872

2200 1st St.



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-161 Version: 1 Name:

Type: Appointment Status: AGENDA READY

File created: 10/20/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Reappoint Catherine Riley to a three-year term on the Planning Commission

Sponsors:

Indexes:

Code sections:

Attachments: [01 Motion](#)
[02 Application and Letter](#)
[03 Planning Commission Roster](#)

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

POSSIBLE MOTION

I MOVE TO appoint 1) Catherine Riley to a three-year term on the Planning Commission.



Application for Appointment to Boards, Committees, and Commissions City and Borough of Sitka

Board/Commission/Committee: Planning Commission

Name: Catherine Riley Preferred Phone: _____

Address: _____ Alternate Phone: _____

Email Address: _____ Fax Number: _____

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

Employer: Sitka Conservation Society

Organizations you belong to or participate in:

Sitka Conservation Society (member, employee); Sitka Sockeyes Rugby Team (player and board member); Climate Action Task Force (vice chair)

Explain your main reason for applying:

I have really enjoyed volunteering on the Planning Commission and feel fortunate to contribute my thoughts and expertise to efforts including the short-term tourism plan, examining the short-term rental situation in Sitka, and exploring different opportunities to increase affordable and diverse housing.

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

I have served on the planning commission for a year now, and I will continue to bring the perspective of the next generation of Sitkans to the board. Through my employment and other volunteer positions, I also bring experience and expertise in federal policy, USDA policy and opportunities, and climate solutions.

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.

n/a

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: 10/2/2021 Signature: Kate Riley

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

October 2, 2021

Dear Sitka Assembly Members,

Thank you for giving me the opportunity to serve my community as a Planning commissioner over the past year. It has been a great learning opportunity and I have thoroughly enjoyed my time on the commission. I look forward to serving a full term if the Assembly chooses to reappoint me.

I originally applied to be on the planning commission because I wanted to dedicate my time and experience as a young Sitkan to be involved in shaping what the future of our town looks like. I was primarily concerned with issues that were affecting the livability and affordability of Sitka for myself and my peers, including the lack of affordable housing opportunities, proliferation of short-term rentals, and sustainable development driven by community priorities. When I was on the commission, I initiated action to address these concerns, including working with the Planning department to conduct a community survey on short-term rentals that received approximately 300 responses, and attempting to reform our zoning use tables to make alternative housing solutions, such as accessory dwelling units, easier for community members to pursue.

When the Assembly tasked the Planning Department and the Planning Commission with coming up with a short-term tourism plan to deal with the +400,000 tourists that are expected in Sitka next summer, I encouraged the assembly to invest in a professional consultant for this work. However, as we continue on the City's chosen path I feel that Planning Director Ainslie and Planner Meija have done an exceptional job, as well as my fellow commissioners, in comprehensively examining the issues, potential impacts, and opportunities available to us as we head into the future. During this process, I have sought to increase my peers understanding and participation in this effort through a variety of outreach methods, as I believe young Sitkans need to take a leading role in defining what kind of tourism we want to see for the future of our community. I have also sought to incorporate a climate-solution lens throughout this process, because I think there is a lot of opportunity for solutions that benefit our planet, our visitors, our economy, and the quality of life for our locals.

If I am re-appointed to the Planning commission, I look forward to continuing to work on the short-term tourism plan and improving Sitka's walkability and public transit, while ensuring that we balance the interests of large-scale cruise tourism with the ability of our town to attract high-value independent travelers. I also look forward to continuing to pursue common-sense, pragmatic short-term rental policies that take into account the need and demand for this type of visitor housing, while protecting the ability of local workers and community members to find long-term rental housing opportunities. I will continue working on finding ways to increase alternative affordable housing solutions when the Assembly and the planning commission meet to discuss the zoning code use tables.

Thank you for giving me the chance to serve my community in this capacity, and for considering my application to continue doing so.

Sincerely,
Katie Riley



PLANNING COMMISSION

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
CHRIS SPIVEY 109 Lillian Drive	738-2524 spi3050@yahoo.com	12/11/12	2/8/14 1/28/17 1/24/20 1/14/23	CHAIR
DARRELL WINDSOR PO Box 1973	738-4046 dwindsor@gci.net	6/28/11	6/28/14 6/24/17 7/25/20 8/11/23	VICE CHAIR
STACY MUDRY PO Box 1366	738-8693 stacym@sitkareadymix.com	8/27/19	8/27/22	
WENDY ALDERSON 714 Etolin Street	752-0246 wendyalderson@gci.net	9/22/20	5/14/22	
CATHERINE RILEY 1709 Halibut Pt Rd Spc 1	907-209-2019 katie.really@gmail.com	10/13/20	10/23/21	
Amy Ainslie Planning Director	747-1815 amy.ainslie@cityofsitka.org			Staff Liaison
Ben Mejia Planner I	747-1814 ben.mejia@cityofsitka.org			Secretary
Thor Christianson 500 Lincoln Street A9	738-2491 assemblychristianson@cityofsitka.org			Assembly Liaison
Crystal Duncan PO Box 174	738-1910 assemblyduncan@cityofsitka.org			Alternate Assembly Liaison

5 members from public, 3-year terms

Established by Ordinance 74-118/SGC2.18 & Charter Article VIII

Must be registered to vote

First and Third Wednesday at 7:00 p.m. – Harrigan Centennial Hall, 330 Harbor Drive

CONFLICT OF INTEREST FORMS OATHS OF OFFICE

Revised: October 14, 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: 10/26/2021 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

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2021-37](#)
[2021-37 Land Acknowledgment Final](#)

Date	Ver.	Action By	Action	Result
10/12/2021	1	City and Borough Assembly		

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-37 on second and final 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.

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 gratitude we proceed on Tlingit Aani"

~~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

120 Sponsors: Knox / Mosher
121



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-15S Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 6/2/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Amending Title 13 "Port and Harbors" of the Sitka General Code by updating Chapter 13.10 "Float Regulations" (boat launch ramp parking at Sealing Cove/Crescent Harbor)

Sponsors:

Indexes:

Code sections:

Attachments: [01 Motion](#)
[02 Memo Sealing Cove trailer parking lot Substitute Ordinance 10.20.21](#)
[03 Ord 2021-15S](#)
[04 9-8-21 PH meeting minutes](#)
[05 PFC092221](#)
[06 Previous memo, ord, and meeting minutes](#)

Date	Ver.	Action By	Action	Result
7/27/2021	1	City and Borough Assembly	POSTPONED	Pass
6/22/2021	1	City and Borough Assembly	POSTPONED	Pass
6/8/2021	1	City and Borough Assembly	PASSED ON FIRST READING	Pass

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-15S on first reading amending Title 13 “Port and Harbors” of the Sitka General Code by updating Chapter 13.10 “float regulations”.

Notes:

- At the June 8 Assembly meeting, Ordinance 2021-15 was approved on first reading with amendments. The Ordinance was scheduled for an additional first reading, due to the amendments, on June 22.
- At the June 22 Assembly meeting, a motion was approved to postpone Ordinance 2021-15A to the July 27 Assembly meeting to allow for additional work on the item.
- At the July 27 Assembly meeting, a motion was approved to postpone Ordinance 2021-15A to the September 28 Assembly meeting. This motion was made at the request of staff to allow for more time to work on the ordinance and associated issues.
- Since that time, a substitute ordinance (2021-15S) has been drafted and reviewed by the:
 - Port and Harbors Commission on September 8, 2021
 - Police and Fire Commission on September 22, 2021
 - Port and Harbors Commission on October 13, 2021
- Ordinance 2021-15S is now ready for Assembly consideration.




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: Stan Eliason, Harbormaster

Date: October 19, 2021

Subject: Amending Title 13 by Updating Chapter 13.10 Float Regulations

Background

Proposed Ordinance 2021-15 was presented to the Assembly at their regular meeting on June 8th, 2021. The Assembly had concerns about detached trailers left in the 3-to-10-day designated parking areas. Ordinance 2021-15A passed on the first reading, after being amended to strike line 56 "detached trailer, or".

Analysis

To address the concerns of detached trailers. The City's Legal Department held a meeting on August 24th, 2021, with the Harbor Department, Police Department and Harrigan Hall Manager to discuss what they hoped to accomplish by modifying the trailer parking ordinance. It was agreed upon to allow detached trailers to park in designated portions of the Sealing Cove RV Lot.

On September 2nd, 2021, the Legal Department circulated a new draft ordinance throughout the departments for review and for further comments.

On September 7th, 2021, A final draft ordinance was created and distributed to department heads for review, and for final actions from their respective boards and commissions.

On September 8th, 2021, The Port and Harbor Commission reviewed and discussed the new draft ordinance. Some commission members had concerns as to how the new ordinance may impact the commercial use of the Crescent Harbor launch ramp facility and decided to wait for the Police and Fire Commission to review the draft ordinance before making a formal recommendation.

On September 22nd, 2021, The Police and Fire Commission reviewed/discussed the new draft ordinance which resulted in a motion being made to approve the proposed

language in Ordinance 2021-15S and recommend to the Assembly the adoption of the proposed ordinance. The motion passed by unanimous consent.

On October 13th, 2021, The Port and Harbor Commission again reviewed/discussed the draft ordinance which resulted in a motion being made to recommend approval of the draft ordinance by the Assembly. The motion passed by unanimous consent. Harbor staff noted that any commercial use of the Crescent Harbor launch ramp facility/ Harrigan Centennial Hall property would be subject to approval of a permit under chapter 6.19 of the Sitka General Code.

Fiscal Note

While there is the potential that this change may generate a small, but undetermined increase in revenue, the primary purpose of the change is to improve compliance with parking regulations.

Recommendation

Pass the ordinance as written to increase consistency with ramp launch regulations.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-15S

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 13 “PORT
AND HARBORS” OF THE SITKA GENERAL CODE BY UPDATING CHAPTER 13.10
“FLOAT REGULATIONS”

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 revise administrative procedures for boat trailer overnight parking violations, with the intent to reduce congestion, incentivize compliance and ease enforcement.

4. ENACTMENT. NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Title 13, entitled “Ports and Harbor”, be amended by updating Chapter 13.10, entitled “Float Regulations”, to read as follows (deleted language stricken, new language underlined):

**Title13
PORTS AND HARBORS**

Chapters:

- 13.02 General Provisions**
- 13.04 Definitions**
- 13.06 Charges/Fees**
- 13.07 Harbor Use Privileges and Prohibitions**
- 13.08 Reserved Moorage Stalls**
- 13.09 Anchoring**
- 13.10 Float Regulations**

* * *

**Chapter 13.10
FLOAT REGULATIONS**

Sections:

* * *

13.10.046 Boat launch facilities ~~ramp~~ and boat trailer parking.

* * *

~~13.10.185 Sealing Cove boat trailer area.~~

* * *

13.10.046 Boat launch facilities ~~ramp~~ and boat trailer parking.

A. The city and borough boat launch ~~facility~~ facilities within the harbor system shall be open to the public. It is unlawful to block access to either of the boat launch ramps at boat launch facilities Sealing Cove or Crescent Harbor.

B. ~~Short term parking is available for trailers. There is also a three day and a ten day area.~~ Short-term parking is allowed for boat trailers in the harbor system in spaces marked and designated by signage placed by the harbor department.

C. At Sealing Cove, short-term parking of boat trailers attached to a motor vehicle is allowed for up to three days and ten days and only available in spaces marked and designated by signage placed by the harbor department. No boat trailers detached from motor vehicles and no motor vehicles without attached boat trailers are allowed in these parking spaces. Motor vehicles without attached boat trailers must use the main parking lot, not the parking spaces marked and designated by signage for boat trailers. Changing parking spaces shall not initiate a new three-day or ten-day period. A boat trailer must be removed from the parking lot for forty-eight hours before another three-day or ten-day period is allowed. Also, at Sealing Cove, parking of boat trailers, detached from a motor vehicle is allowed and only available in the RV parking lot in spaces marked and designated by signage placed by the harbor department. In addition, at Sealing Cove, no parking of boat trailers with boats on them, detached from motor vehicles, is allowed, except with the permission of the harbor department.

D. At Crescent Harbor, no overnight parking is allowed for boat trailers, whether attached to or detached from a motor vehicle. Parking of boat trailers for personal use is only allowed in spaces marked and designated by signage placed by the harbor department. No parking of boat trailers for commercial use is allowed, except as otherwise permitted under code.

E. The harbor department and police department are authorized and may issue citations for boat trailers parked in violation of this section. Penalties for violation of this section are as specified in section 11.40.170(D)(4) for parking violations in harbor areas. Violations of this section are subject to the procedures set forth in sections 11.40.175 - 177.

~~The harbor department will issue citations and impound trailers that exceed the time limit.~~

* * *

~~**13.10.185 Sealing Cove boat trailer area.**~~

~~Parking of boat trailers in the Sealing Cove boat trailer area is limited to ten days. Changing parking stalls in the parking area shall not initiate a new ten-day period. A trailer must be removed from the parking lot for forty-eight hours before another ten days of parking may be allowed. Penalties for violation of this section are specified in Section 11.40.170(D)(4) for overtime parking.~~

* * *

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

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of
Sitka, Alaska, this 9th day of November, 2021.

Steven Eisenbeisz, Mayor

ATTEST:

Jessica Earnshaw
Acting Municipal Clerk

1st reading 10/26/2021

2nd and final reading 11/9/2021

Sponsor: Administrator

Sitka Port and Harbors Commission Minutes

Wednesday September 8, 2021, 6:00PM
Harrigan Centennial Hall

Port and Harbors Commission Members:

Dave Gordon, Chris Ystad, Shauna Thornton,
Tyler Green, Michael Nurco, Tamy Stevenson
Kevin Knox (Assembly Liaison)

I. CALL TO ORDER

Chairman Gordon called the meeting to order at approximately 6:00pm.

II. ROLL CALL

Commissioners Present: Dave Gordon, Chris Ystad, Shauna Thornton, Tyler Green, Michael Nurco, Tamy Stevenson.

Assembly Liaison: Kevin Knox.

Staff: Harbormaster Stan Eliason, Deputy Harbormaster Jeremiah Johnson.
Harbor Office Manager Alicia Soto participated via videoconference.

III. CORRESPONDENCE

None

IV. AGENDA CHANGES

None

V. PERSONS TO BE HEARD

None

VI. APPROVAL OF MINUTES

A. Approval of the May 12, 2021, meeting minutes.

Due to technical difficulties, the May 12, 2021, meeting minutes were not prepared for approval. The May 12, 2021, meeting minutes would be provided for approval at a future meeting.

VII. REPORTS

Harbormaster – Harbormaster Eliason reported that a condition assessment of the seawall at the Marine Services Center was completed in June of 2021, the report suggested that the seawall be replaced within five years. The City of Sitka submitted an application for a 9.1 million dollar grant to replace the seawall, with the City's match being 1.8 million dollars. Eliason stated that the results of the grant application should be released in November of 2021. The Thomson Harbor anode project was completed this summer. Crescent Harbor high load zone RFP would be sent out next month, the scope of work was reduced due to budget constraints. Eliason noted that the summer was the busiest he had seen. Deputy Harbormaster Johnson reported that approximately \$180,000 in revenue was generated from yacht reservations this summer. In addition to the reserved yachts, the harbor system was busier than ever before with private and commercial fishing vessels. Johnson commented on the strain the busy season put on the department due to minimal staffing levels and felt that additional full time staff may be needed in the future. Eliason noted that with the expected boom in cruise ships and passengers expected next year, he planned to hire security officers so that harbor staff would not be taken away from their normal duties.

City Staff – None.

Chair – None.

Assembly Liaison – Kevin Knox noted that the Seaplane Base project was moving forward, the last round of grant applications had been submitted and the environmental studies had been completed.

Other (s) – None.

VIII. UNFINISHED BUSINESS

B. None.

C.

IX. NEW BUSINESS

D. Discussion Vessel Insurance.

Harbormaster Eliason presented a Power Point presentation to the commission which outlined how vessels that sink within the harbor can affect the harbor system financially. To prevent the harbor fund from having to pay to raise and dispose of sunken vessels, Eliason would like to implement a vessel insurance requirement in order to moor a vessel within the Sitka harbor system. Eliason proposed adding a monthly surcharge to vessels that were unable to obtain insurance, the port of Juneau currently does. The funds generated from the surcharge, would be used to salvage sunken vessels, easing the burden from the harbor fund. Eliason stated he would continue to research insurance requirements and would report back to the commission as he obtained more information.

E. Discussion Parking meters (Eliason Harbor).

The commission discussed implementing parking fees, as a possible revenue generator for the harbor fund. Harbormaster Eliason provided a quote from a company that provides an entry/exit style paid parking system, the start-up cost would be roughly \$54,400 with additional install and annual support costs. The commission discussed other possible paid parking options, as well as pros and cons of implementing paid parking. Deputy Harbormaster Johnson felt that it would be unfair to implement parking fees in one harbor, and that all harbors would need to be subject to parking fees. Commission members Stevenson and Thornton would provide a report to the commission during the next scheduled meeting and provide better data as to how much revenue may be generated from parking fees.

F. Sealing Cove trailer parking lot regulations.

Deputy Harbormaster Johnson went over the proposed parking ordinance changes which would affect both Sealing Cove and Crescent Harbor launch ramp facilities. After discussion, there were concerns about how the proposed ordinance changes may affect the use of the Crescent Harbor facility. Johnson suggested that Port and Harbor commission members attend the upcoming Police and Fire commission meeting, to get their opinion on the proposed ordinance changes. Johnson felt that it was important for both the Port and Harbor commission, and Police and Fire commission, to thoroughly review all of the proposed ordinance changes before any recommendations be presented to the Assembly.

G. Vehicle Speed Eliason Harbor parking lot.

Harbormasters Eliason and Johnson explained the issue of vehicles entering Eliason Harbor at excessive speeds, causing safety concerns. To prevent vehicles from transiting through

the parking lot at excessive speeds, speed bumps were installed on the entrance side of the parking lot. The speed bumps were removable, to allow for snow removal when necessary.

X. SET NEXT MEETING DATE AND AGENDA ITEMS

1. The next regular scheduled meeting would take place on October 13, 2021.
2. Discussion on Commission effectiveness and analyze potential for consolidating or changing Commission structure and duties.
3. Discussion on traffic flow and staging around Harrigan Centennial Hall for the 2022 visitor season.

XI. ADJOURNMENT

Seeing no objection, Chairman Gordon adjourned the meeting at approximately 7:55pm.

Attest: Jeremiah Johnson, Deputy Harbormaster



SITKA POLICE AND FIRE COMMISSION

Wednesday, September 22, 2021
Centennial Hall – 5:30 PM



Regular Meeting Minutes

A. CALL TO ORDER

Chair called the meeting to order at 5:30 PM.

Present: Wayne Young, Neil Akana, Gregg Olson, and James Mellema
City Staff: Chief Warren, Chief Baty, Exc. Assistant Serena Wild and
Assembly Member Nelson

B. AGENDA CHANGES/CORRESPONDENCE

C. APPROVAL OF MINUTES – August 25, 2021

Motion: M-Mellema/S-Young to approve the August 25, 2021 minutes.

Action: Motion passed by unanimous consent.

D. PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA

E. PARKING CITATION HEARING BOARD

F. REPORTS

1. Chief Baty – hired a dispatcher and revamping the training modules for dispatchers. The department continues to do online training.
2. Chief Warren – thanked Valorie Nelson for her time spent as the Assembly Liaison to the P&F Commission and for her commitment to attending the meetings. Firefighter I class happening at the FD. Chief met with other City departments to work on a tourism plan for the expected major influx of tourist in 2022 and how to handle that many extra people in town at one time. The EOC has started meeting every 3 weeks and has been fielding calls about upcoming community events. EOC recommends following the local COVID mitigation guide.

G. UNFINISHED BUSINESS

1. Sprinkler Waiver Committee Duties

Motion: M-Young/S-Akana to postpone item until the January 26, 2022 meeting.

Action: Motion passed by unanimous consent.

H. NEW BUSINESS

1. Review Proposed Ordinance 2021-15S – Amending Sitka General Code Chapter 13.10 “Float Regulations”

Motion: M-Akana/Mellema to approve the proposed language in Ordinance 2021-15S and recommend to the Assembly the adoption of the proposed ordinance.

Action: Motion passed by unanimous consent.

I. COMMISSIONER COMMENTS

J. NEXT MEETING DATE AND AGENDA ITEMS

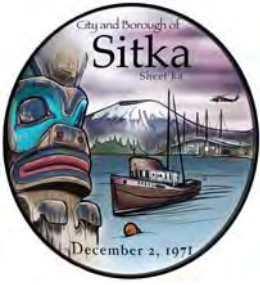
Next meeting: **Wednesday, October 27, 2021 @ Harrigan Centennial Hall**

Agenda items:

K. ADJOURNMENT

Chair adjourned the meeting at 6:10 PM.

Previous memo, ordinance, and meeting minutes:




City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Stan Eliason

Date: May 18, 2021

Subject: Amending Title 13 by updating Chapter 13.10 Float Regulations

Background

The Sealing Cove launch ramp and trailer parking lot were constructed along with Sealing Cove Harbor in 1985. The Crescent Harbor launch ramp was constructed from the State of Alaska Department of Transportation original design in 1965. The City and Borough of Sitka (CBS) manages both launch ramp locations. The Sealing Cove launch ramp and trailer parking lot were built for the sole purpose of recreational boating access.

CBS staff has identified that repeat offenders will often leave their detached trailer, or boat on trailer, at the Sealing Cove launch area for more than the permitted 3- and 10-day parking, Sitka General Code (SGC) 13.10.046 and 13.10.185.

Analysis

Continued disregard and non-compliance with current SGC sections 13.10.046 and 13.10.185 has led the Harbor Department, in conjunction with the Police Department, to revise these SGC sections. The intent of this change is to increase continued usage and reduce repeat offenders. This is intended to increase compliance in the CBS launch ramp locations and to ease the congestion of these areas, especially during the summer boating season.

Fiscal Note

While there is the potential that this change may generate a small, but undetermined increase in revenue, the primary purpose of the change is to improve compliance with parking regulations.

Recommendation

Pass the ordinance as written to increase consistency with ramp launch regulations.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-15A

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 13 “PORT AND HARBORS” OF THE SITKA GENERAL CODE BY UPDATING CHAPTER 13.10 “FLOAT REGULATIONS” (*boat launch ramps at Sealing Cove/Crescent Harbor*)

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 revise administrative procedures for boat trailer overnight parking violations, with the intent to reduce congestion, incentivize compliance and ease enforcement.

4. ENACTMENT. NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Title 13, entitled “Ports and Harbor”, be amended by updating Chapter 13.10, entitled “Float Regulations”, to read as follows (deleted language stricken, new language underlined):

**Title13
PORTS AND HARBORS**

Chapters:

- 13.02 General Provisions**
- 13.04 Definitions**
- 13.06 Charges/Fees**
- 13.07 Harbor Use Privileges and Prohibitions**
- 13.08 Reserved Moorage Stalls**
- 13.09 Anchoring**
- 13.10 Float Regulations**

* * *

**Chapter 13.10
FLOAT REGULATIONS**

Sections:

* * *

13.10.046 Boat launch ramp and trailer parking.

* * *

~~**13.10.185 Sealing Cove boat trailer area.**~~

* * *

13.10.046 Boat launch ramp and trailer parking.

A. The city and borough boat launch facility facilities shall be open to the public. It is unlawful to block access to either of the boat launch ramps at Sealing Cove or Crescent Harbor.

B. ~~Short term parking is available for trailers. There is also a~~ Sealing Cove, ~~Three-day,~~ and a ten-day area—overnight parking is available for trailers. No vessel on trailer, is permitted to park overnight without a written permit issued by the harbor department.

C. Crescent Harbor. No overnight parking is permitted for trailers. Parking is only permitted for personal use in designated areas for designated time periods. No commercial use is permitted without a written permit issued by the harbor department.

D. The harbor department, as well as the police department, will issue citations and impound trailers that are parked in violation of this section or exceed the a three-day or ten-day overnight parking permit time limit. The fine schedule shall be as specified in section 11.40.170(D)(4) for parking violations in harbor areas. Violations of this section are subject to the procedures set forth in section 11.40.175.

* * *

~~**13.10.185 Sealing Cove boat trailer area.**~~

~~Parking of boat trailers in the Sealing Cove boat trailer area is limited to ten days. Changing parking stalls in the parking area shall not initiate a new ten-day period. A trailer must be removed from the parking lot for forty-eight hours before another ten days of parking may be allowed. Penalties for violation of this section are specified in Section 11.40.170(D)(4) for overtime parking.~~

* * *

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

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska, this 13th day of July, 2021.

Steven Eisenbeisz, Mayor

ATTEST:

Jessica Earnshaw
Acting Municipal Clerk

1st reading: 6/8/2021

1st reading as amended: 6/22/2021

2nd and final reading: 7/13/2021

Sponsor: Administrator

F [ORD 21-15A](#)

Amending Title 13 "Port and Harbors" of the Sitka General Code by updating Chapter 13.10 "Float Regulations" (boat launch ramp parking at Sealing Cove/Crescent Harbor) 1st reading as amended

John Dunlap commented the main intent of the ordinance was to manage boat trailers at harbors, however, as written, would force his business to cease operating due to limitations for trailer parking during the day. Richard Wein wondered of enforcement and unintended consequences.

Deputy Harbormaster Jeremiah Johnson explained the intent of the ordinance was to manage limited trailer parking spaces at Sealing Cove and Crescent Harbor. He noted it was common for empty trailers to be left for extended periods of time. Johnson and Administrator Leach emphasized the intent was to improve compliance and availability of spaces for everyone. Johnson said the harbor department would work with citizens if a space was needed for an extended period of time. He also told of plans for new signage and education. In addition, Johnson noted the issue of parking misuse had been discussed at previous Port and Harbor Commission meetings.

A motion was made by Eisenbeisz to AMEND the ordinance eliminating the words "detached trailer, or" on line 56. The amendment PASSED by the following vote.

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

No: 1 - Nelson

Richard Wein stated the ordinance needed to go back to staff for additional thought.

Nelson suggested the ordinance go to the Port and Harbors Commission for review. Eisenbeisz explained the reason for his amendment. He told of many households that had only one vehicle. In these situations, the user would detach the trailer and leave it in the parking lot so the family could use the vehicle while the boater was out.

Police Chief Baty told of the impetus for bringing the ordinance forward. He relayed the Police Department routinely fielded complaints on parking and accessibility at the subject parking lots. He told of his work with the Harbormaster and Harrigan Centennial Hall Manager on drafting the ordinance to help clarify the rules and regulations.

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

G [ORD 21-12](#)

Making supplemental appropriations for fiscal year 2021 (potable water to Gary Paxton Industrial Park dock)

Richard Wein wondered of the water line size.

Christianson, liaison to the Gary Paxton Industrial Park Board, told of the increased use of the dock and boats wanting to fill water tanks. Knox wondered of the definition of small user and large user.

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

Absent: 2 - Eisenbeisz, and Duncan

X. UNFINISHED BUSINESS:

- D** [ORD 21-15A](#) Amending Title 13 "Port and Harbors" of the Sitka General Code by updating Chapter 13.10 "Float Regulations" (boat launch ramp parking at Sealing Cove/Crescent Harbor) 1st reading as amended

Richard Wein spoke in support of the postponement.

A motion was made Mosher to POSTPONE Ordinance 2021-15A on first reading as amended to the July 27 Assembly meeting. The motion PASSED by the following vote.

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

Absent: 2 - Eisenbeisz, and Duncan

- E** [ORD 21-12](#) Making supplemental appropriations for fiscal year 2021 (potable water to Gary Paxton Industrial Park dock)

Administrator Leach explained the request was for a waterline to run fresh water at the Gary Paxton Industrial Park dock.

Richard Wein wondered of the diameter of the pipe and water spigot.

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, Nelson, and Himschoot

Absent: 2 - Eisenbeisz, and Duncan

- F** [ORD 21-13](#) Making supplemental appropriations for fiscal year 2021 (Brady lift station emergency repair)

Environmental Superintendent Shilo Williams gave an explanation of the Brady Lift Station repairs and temporary bypass pumps and piping. Williams said the appropriation was needed to repair the leak recently discovered before proceeding with the main project in September.

From the public, Richard Wein spoke in support.

Assembly Knox wondered of the construction window. Administrator Leach told of construction scheduled to begin in September and reminded the City did not have an access easement to the lift station. The only way to access was through the True Value parking lot. Temporary construction easements had been obtained for construction of the new lift station for the contractor to perform work between September and December.

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

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

[21-122](#)

Special Report: Alaska's Chief Medical Officer, Dr. Anne Zink (via videoconference)

Alaska's Chief Medical Officer, Dr. Zink, and other public health officials provided a COVID-19 update. Dr. Zink reviewed state and national trends, Sitka's case rate, vaccination rates, encouraged vaccinations, and continued practice of virus mitigation strategies.

VII. PERSONS TO BE HEARD

Lisa Busch and Jacyn Schmidt of the Sitka Sound Science Center (SSSC) provided an update on the SSSC's development of a community based landslide warning system and the research involved.

Rachel Roy, Executive Director of the Greater Sitka Chamber of Commerce, spoke to a grant received from the Department of Health and Social Services to help with vaccine promotion.

VIII. CONSENT AGENDA - No items

No items.

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

A [21-124](#)

Reappoint Brandon Marx to a three-year term on the Parks and Recreation Committee

Christianson and Knox thanked Marx for his continued service.

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

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

X. UNFINISHED BUSINESS:

B [ORD 21-19](#)

Making supplemental appropriations for fiscal year 2022 (Cross Trail Phase 6)

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

C [ORD 21-15A](#)

Amending Title 13 "Port and Harbors" of the Sitka General Code by updating Chapter 13.10 "Float Regulations" (boat launch ramp parking at Sealing Cove/Crescent Harbor) 1st reading as amended - item postponed at the June 22 Assembly meeting

Eisenbeisz stated staff had requested additional time to work on the Ordinance revisions.

A motion was made by Knox that this Ordinance be POSTPONED on FIRST

READING AS AMENDED to the September 28, 2021 Assembly meeting. The motion PASSED by the following vote.

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

XI. NEW BUSINESS:

New Business First Reading

D [ORD 21-23](#) Amending Title 20 "Environmentally Critical Areas" of the Sitka General Code by repealing Chapter 20.01 "Landslide Area Management"

From the public, Richard Wein spoke in support.

Knox, a sponsor, said this section of the Sitka General Code (SGC) was often referenced as the reason why lenders and insurance companies were reluctant to lend on properties. He hoped by removing the section it would stop the finger-pointing and lead towards resolution. Administrator Leach thanked former Interim Administrator Hugh Bevan for his work on the subject. Leach reiterated the SGC section had become a barrier to citizens for lending and insurance on homes.

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

E [ORD 21-22](#) Concerning the sale of the former Sitka Community Hospital Site located at 209 Moller Drive, 202 Brady Street, 204 Brady Street, and 302 Gavan Street, Sitka, Alaska; and submitting an advisory question of such a sale to the qualified voters at the regular election on October 5, 2021

From the public, Richard Wein spoke in opposition to the proposed ballot question.

Sponsors Nelson and Christianson spoke in support. Christianson didn't feel there was much input at previous town hall meetings and wished for citizens to have a chance to weigh in with an advisory vote. Knox expressed concern with the timing and how it would affect the current process for Request for Proposals (RFP) to Purchase or Lease Sitka Community Hospital Site. In addition, he wondered if citizens would approach the ballot question as a) a referendum on whether the Sitka Community Hospital business should have been sold, and b) a referendum on the organization looking to continue providing healthcare services in Sitka.

Administrator Leach explained RFP proposals were due July 28. Staff would need to review the proposals submitted, select and present it to the Assembly with a potential sales ordinance at the August 24 Assembly meeting. Municipal Attorney Brian Hanson reminded if the selected proposal was a lease, the ballot question would not be placed on the ballot. Only if the selected RFP proposal was a sale would the question be placed on the ballot. With regards to an advisory vote, Hanson said the Assembly may use the information from the electorate in their own discretion. Duncan expressed hesitation and wondered if the ballot question was brought forward due to a lack of community input from the town halls and surveys.

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



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-38 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 10/20/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Amending the tidelands lease between the City and Borough of Sitka and Sitka Sound Science Center by adding tidelands adjacent to 834 Lincoln Street to the lease area and adjusting the lease rent

Sponsors:

Indexes:

Code sections:

Attachments: [01 Motion](#)
[02 Assembly Memo_SSSC Tidelands Lease Amendment](#)
[03 Ord 21-38](#)
[04 First Amendment to Lease Agreement between CBS and SSSC](#)
[05 SSSC Tidelands Lease Amendment Supporting Documents](#)

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

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-38 on first reading amending the tidelands lease between the City and Borough of Sitka and Sitka Sound Science Center by adding tidelands adjacent to 834 Lincoln Street to the lease area and adjusting the lease rent.



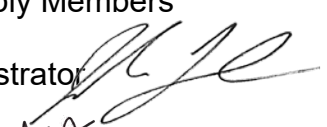
City and Borough of Sitka


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 21, 2021

Subject: Sitka Sound Science Center Tidelands Lease Amendment

Background

The Sitka Sound Science Center (SSSC) would like to expand their lease of municipal tidelands located adjacent to their property at 834 Lincoln Street. The original lease between the City and Borough of Sitka and Sheldon Jackson College included 31,216 square feet of tidelands used in conjunction with hatchery operations next to the Sage Building. The lease was assigned to SSSC in 2013 under the same terms as the original lease.

SSSC is currently working on a project to improve the operational efficiency of the hatchery operations including work on the raceway and fish ladder, and a new spawning and incubation building. The scale of the hatchery operation remains unchanged. As site planning for these improvements was underway, SSSC discovered, and made CBS aware, that the lease area did not encompass all of the hatchery operation space. SSSC has commissioned a survey of the area and found that an additional 5,265 square feet should be added to the lease.

The Planning Commission reviewed this request on October 20, 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 would be possible unjust results to the lessee, or an adjacent or neighboring property owner if the lands were to be competitively bid – does the Planning Commission also believe that unjust results are possible if competitively bid?

3. Are there neighborhood concerns/impacts that should be considered?

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

Analysis

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.*

In this case, competitive bidding of these tidelands would likely produce unjust results with regard to SSSC which is both the existing lessee and an adjacent property owner.

Staff determined that the most efficient way to manage this request was to amend the existing lease and keep all other terms the same.

Fiscal Note

The formula for valuation of tidelands under this lease is unlike other recently reviewed tidelands leases in that it does not follow an “Assessed Value x Lease Rate” formula. Rather, an original lease value was determined in 1985 and is subsequently adjusted every seven years “by the percentage change in the amount established by dividing the grand total land value on the official municipal real property tax assessment roll for the initial lease year, or prior adjustment year by the number of that year’s real property tax accounts, compared with a similar calculation using the figures seven years later.” Therefore, in order to calculate price for the additional tidelands added to this lease, the same square footage rate was applied to the additional tidelands such that the increase in square footage is proportional to the increase in lease price.

- Annual rent on additional tidelands: \$1,077.53
- Sales tax on additional rent: \$64.65
- Total revenue: \$1,142.18

Consistent with the original lease agreement, the value of the total lease area shall be re-evaluated every seven years with the next one to take place in 2027. 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

Approve the lease authorizing the Administrator to execute an amendment to the lease for the property consistent with the terms as outlined.

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

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-38

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING THE
TIDELANDS LEASE BETWEEN THE CITY AND BOROUGH OF SITKA AND SITKA
SOUND SCIENCE CENTER BY ADDING TIDELANDS ADJACENT TO 834 LINCOLN
STREET TO THE LEASE AREA AND ADJUSTING THE LEASE RENT**

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

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

3. PURPOSE. The purpose of this ordinance is to amend the tidelands lease between the City and Borough of Sitka ("CBS") and the Sitka Sound Science Center ("SSSC"), dated September 11, 1985, (the "Lease") (copy attached), for tidelands located in ATS 15. The lease currently encompasses 31,216 square feet of municipally owned tidelands. This amendment will add 5,265 square feet of municipally owned tidelands located adjacent to 834 Lincoln Street to the lease area. The intent and purpose of the amendment is to expand the lease area such that it encompasses the actual tidelands area used by SSSC and its predecessors. The lease rent will be adjusted consistent with the expanded lease area.

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

A. The Lease between CBS and SSSC will be amended as follows:

- 1) 5,265 square feet of municipally owned tidelands adjacent to 834 Lincoln Street will be added to the lease area.
- 2) The annual rent, as previously adjusted under section 2(b) of the Lease, will be adjusted to account for the expanded lease area, in the amount of \$1,077.53, plus applicable sales tax, for a total annual rent of \$7,466.26, plus applicable sales tax.
- 3) All other terms and condition of the Lease will remain in full force and effect during the term of the Lease which expires on September 10, 2035.

B. The Assembly finds that the requirement to competitively bid leases of municipal real property as provided in Sitka General Code ("SGC") 18.12.010(E) is inappropriate to the amendment of the Lease, and is hereby waived, due to the nature of the property and the possible unjust results with regard to the existing lessee, SSSC.

C. The Assembly further finds that the tideland lease requirements, as provided in the SGC Chapter 18.16, with respect to the lease preference rights, notification, and lease price, among other requirements, have been satisfied.

D. The Administrator is authorized to execute an instrument amending the Lease consistent with the terms of this ordinance, SGC Chapter 18.16 that governs municipal tideland leases, and existing municipal policies.

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 9th day of November, 2021.

Steven Eisenbeisz, Mayor

ATTEST:

Jessica Earnshaw
Acting Municipal Clerk

1st reading 10/26/2021
2nd and final reading 11/9/2021

**FIRST AMENDMENT TO TIDELANDS LEASE
BETWEEN
THE CITY AND BOROUGH OF SITKA
AND
SITKA SOUND SCIENCE CENTER**

The CITY AND BOROUGH OF SITKA, an Alaska home rule municipality (“CBS”), and SITKA SOUND SCIENCE CENTER, an Alaskan nonprofit corporation (“SSSC”), agree to amend their Tidelands Lease (“Lease”), executed September 11, 1985, between Sheldon Jackson College and CBS (copy attached), and subsequently assigned to SSSC on November 10, 2013 (copy attached), as follows:

The parties agree to amend the Lease by adding 5,265 square feet of tidelands to the lease area, as depicted in “Exhibit B” attached hereto and hereby incorporated by reference. The intent and purpose of this amendment is to expand the lease area such that it encompasses the actual tidelands area used by SSSC and its predecessors.

The parties further agree to amend the Lease by adjusting the annual rent, in addition to previous adjustments under section 2(b) of the Lease, to account for the expanded lease area. This adjustment is \$1,077.53, plus applicable sales tax, making the annual rent \$7,466.26, plus applicable sales tax, effective September 1, 2021.

All other terms and conditions of the Lease shall remain in full force and effect during the term of the Lease.

IN WITNESS WHEREOF, this Amendment of the Lease has been signed by the duly authorized representatives of CBS and SSSC as of the dates written below.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

CITY AND BOROUGH OF SITKA

Date

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

By: John Leach
Its: Municipal Administrator

The foregoing instrument was acknowledged before me this_____ day of _____, 2021, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

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

SITKA SOUND SCIENCE CENTER

Date

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

By: Lisa Busch
Its: Executive Director

The foregoing instrument was acknowledged before me this_____ day of _____, 2021, by Lisa Busch, Executive Director for the SITKA SOUND SCIENCE CENTER, an Alaska nonprofit corporation, on behalf of the corporation.

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

**AFTER RECORDING RETURN TO:
City and Borough of Sitka, Alaska
Legal Department
100 Lincoln Street
Sitka, Alaska 99835**

ALASKA

2010-001480-0

Recording Dist: 103 - Sitka

11/15/2010 9:51 AM Pages: 1 of 8



When recorded return to:

City of Sitka
100 Lincoln St.
Sitka, Ak 99835

THIS COVER SHEET HAS BEEN ADDED TO THIS
DOCUMENT BY
FIRST AMERICAN TITLE INSURANCE COMPANY
TO PROVIDE SPACE FOR RECORDING DATA. THIS
COVER SHEET APPEARS AS THE FIRST PAGE OF THE
DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

CONSENT TO AND ASSIGNMENT AND ASSUMPTION OF TIDELANDS LEASE

This Consent To And Assignment And Assumption Of Tidelands Lease ("Lease Assignment") is executed by the tidelands owner, CITY AND BOROUGH OF SITKA, 100 Lincoln Street, Sitka, Alaska 99835 ("Owner"), SHELDON JACKSON COLLEGE, P.O. Box 479, Sitka, Alaska 99835 ("Assignor"), and SITKA SOUND SCIENCE CENTER, 834 Lincoln Street, Sitka, Alaska 99835 ("Assignee"), collectively referred to as "Parties," regarding the Tidelands Lease executed between the Owner and Assignor on September 11, 1985 ("Tidelands Lease").

In consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, and based on the authority to assign as set out in the Tidelands Lease at section 2(c), the Owner consents to this Assignment. Assignor consents to this Assignment, based on the consideration provided by Assignee, as set out in the "Purchase & Sale Agreement" executed on November 4, 2010 between these parties.

Therefore, based on this Assignment, Owner consents to the assignment of the Tidelands Lease to Assignee, Assignor agrees to assignment of the Tidelands Lease to Assignee, and Assignee agrees to assumption of the Tidelands Lease. By this Assignment, all rights, title and interest held by Assignor in the Tidelands Lease are assumed by Assignee. The Parties agree that this Assignment is made for the purpose of allowing Assignee, its assigns as approved by the Owner in accordance with the Tidelands Lease, for the remainder of the 50 year lease term, to have and enjoy all rights of possession and use, and to undertake all responsibilities and obligations, which might otherwise flow to or be incumbent upon the Assignor under the Tidelands Lease, subject to the rents, covenants, conditions, and provisions as stated in the Tidelands Lease.

If at any time a default shall be made by the Assignees in payment of any sum due under the Tidelands Lease, it shall be lawful for the Owner to foreclose as permitted by law. Owner and Assignee may maintain such other remedies as the law, this Assignment, and the Tidelands Lease may afford.



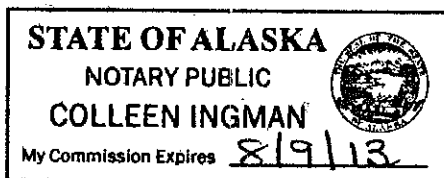
OWNER:

City and Borough of Sitka

Jim Dinley
By: Jim Dinley
Its: Municipal Administrator

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this 10 day of November, 2010, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared JIM DINLEY, and who by executing this document, acknowledges that he is authorized to execute on behalf of the City and Borough of Sitka, and does so freely and voluntarily.



Colleen Ingman
Notary Public in and for the State of Alaska
My Commission Expires: 8/9/13

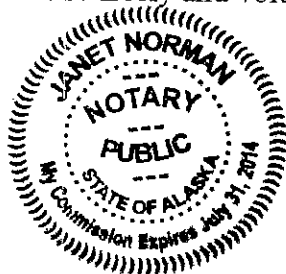
ASSIGNOR:

Sheldon Jackson College

John Holst
By: John Holst
Its: Authorized Representative

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this 10 day of November, 2010, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared JOHN HOLST, and who by executing this document, acknowledges that he is authorized to execute on behalf of Shelton Jackson College, and does so freely and voluntarily.

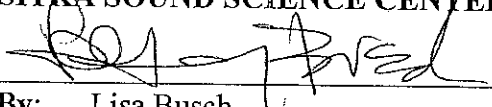


Janet Norman
Notary Public in and for the State of Alaska
My Commission Expires: 7-31-14



ASSIGNEE:

SITKA SOUND SCIENCE CENTER

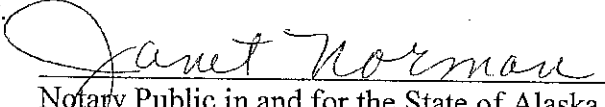

By: Lisa Busch
Its: Director

STATE OF ALASKA)

) ss:

FIRST JUDICIAL DISTRICT)

THIS CERTIFIES that on this 10 day of November, 2010, before me, the undersigned, a notary public in and for the State of Alaska, personally appeared LISA BUSCH, and who by executing this document, acknowledges that she is authorized to execute on behalf of Sitka Sound Science Center, and does so freely and voluntarily.


Notary Public in and for the State of Alaska
My Commission Expires: 7-31-14



T I D E L A N D S L E A S E

THIS LEASE, made and entered into this 11th day of September, 1985, by and between

CITY AND BOROUGH OF SITKA
hereinafter referred to as the Lessor, and

SHELDON JACKSON COLLEGE
of P. O. Box 479, Sitka, Alaska 99835
hereinafter referred to as the Lessee,

W I T N E S S E T H:

WHEREAS, the Lessor is owner of certain tidelands situated at Sitka, Alaska described as follows:

Beginning at a brass capped monument marked "Meander Corner, City of Sitka" delineating a meander corner of the Tidelands boundary of the Sitka Tidelands Survey of 1961, (A.T.S.15), from which bears the W.C.M.C. of Corner No. 1 of U.S.S. 1474, Tract A, N35°32'33"W, 666.63 feet, said brass cap being situated approximately 57.5 feet southeasterly from the northeast corner of an existing metal clad storage building, thence along the meander line of said A.T.S.15, N53°08'W, 43.00 feet to the true point of beginning of this description, thence S43°32'59"E, 282.10 feet to a point which is coincident with the southeast corner of Crescent Harbor, thence along the boundary line of Crescent Harbor, N02°10'W, 400.00 feet to a point, thence continuing along the boundary of Crescent Harbor N59°32'30"W, 100.12 feet to the intersection of a meander line of A.T.S.15, thence along the meander line S30°06'W, 123.77 feet to a point, thence S53°08'E, 229.59 feet to the true point beginning, EXCEPTING therefrom those portions of the above described tidelands already owned by Sheldon Jackson College, henceforth known as Tract A and Tract B of this description, to wit:

TRACT A

Beginning at the true point of beginning of this legal description, thence along the meander line of A.T.S.15, N53°08'W, 82.68 feet to the true point of beginning of Tract A, thence along the following courses:

S54°51'W, 3.38 feet to a point, thence;
S35°09'E, 7.02 feet to a point, thence;
S54°51'W, 38.23 feet to a point, thence;
S35°09'E, 11.10 feet to a point, thence;
S56°58'W, 28.81 feet to a point, thence;
S72°38'W, 20.15 feet to a point, thence;
S50°57'W, 47.98 feet to a point, thence;
S39°03'E, 29.38 feet to a point, thence;
N52°34'E, 82.87 feet to a point, thence;
S35°09'E, 27.01 feet to a point, thence;
N54°51'E, 74.54 feet to a point, thence;
N53°08'W, 70.74 feet to the true point of beginning of Tract A, containing 6,156 square feet, as near as may be;



TRACT B

Beginning at the true point of beginning of this legal description, thence along the meander line of A.T.S.15, N53°08'W, 172.62 feet to the true point of beginning of Tract B, thence along the following courses:

S33°49'12"W, 112.90 feet to a point, thence;
S02°10'E, 32.14 feet to a point, thence;
N38°34'E, 12.62 feet to a point, thence;
N33°55'30"E, 125.26 feet to a point, thence;
N53°08'W, 20.19 feet to the true point of beginning of Tract B, containing 2,520 square feet, as near as may be.

The lease area of this legal description contains 31,216 square feet, as near as may be.

NOW, THEREFORE, for and in consideration of the agreements hereinafter contained, Lessor and Lessee agree as follows:

1. Lessor hereby devises and leases unto the Lessee, the above-described property for a term of fifty (50) years, beginning September 11, 1985, and ending September 10, 2035.

2. Lessee, in consideration of lease from Lessor, agrees as follows:

(a) To pay rent therefore to Lessor at its order the sum of \$2,497.28 annually payable on the first day September of each year in advance. It is acknowledged that the first year's payment has been made. In addition to said rental there shall be paid to the City and Borough of Sitka sales tax on the amount of each rental not exempt from such sales tax.

(b) The parties hereby agree that said annual rent is subject to adjustment on the seventh anniversary of the lease and each seven years thereafter, with the annual lease payment being changed by the percentage change in the amount (expressed in dollars and cents) established by dividing the grand total land value on the official municipal real property assessment roll for the initial lease year, or prior adjustment year by the number of that year's real property tax accounts, compared with a similar calculation using the figures seven years later. The base figure for the tax year 1985 is \$40,424.39.

(c) This lease may not be assigned or sublet by the Lessee without the consent of the Lessor.


(d) If the rent shall be in arrears, or Lessee, its representatives or assigns, do or shall neglect agreements hereinabove contained which are to be performed and in the event Lessee fails to remedy default within thirty (30) days after receipt of written notice of any such rental arrears or neglect, then Lessor may immediately, or at any time thereafter, while such neglect or default continues, enter into and on the premises, or any part thereof, and repossess the same as of their former estate, and expel Lessee and those claiming under it and remove its effects (forcefully if necessary) without being guilty of any trespass and without prejudice to any remedies which might otherwise be used for arrears or rent, or proceedings on breach of agreement.




(e) That the Lessee herein agrees to pay any Local Improvement District assessments that may be levied against the property leased herein to the same extent and in the same amount as if the Lessee were the owner of the property leased herein which would be included in the Local Improvement District to be formed or contemplated. The Lessee shall share the Lessor's right as owner in all proceedings under the Local Improvement District (except for payment of assessments) in proportion that the remaining years of the lease bear to twenty (20). (For example: If the lease has five (5) years to run, the Lessee shall have the right to exercise 5/20ths of the Lessor's vote and the Lessor, 15/20ths.)

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The terms and conditions herein contained shall apply to and bind the heirs, successors and assigns of the respective parties.
2. Waiver by Lessor of any agreement or condition herein shall not be considered a waiver of any subsequent breach of said agreement or condition.
3. If Lessee occupies the premises after the expiration date of this lease without the consent of the Lessor, such possession shall be construed as an annual tenancy and Lessee shall pay Lessor the annual rent paid during the last year of said lease.
4. At any termination of said tenancy, all improvements placed on said property and attached to the land so as to become part of the real property by common law definition shall become the property of the Lessor.
5. Lessee agrees to save the Lessor harmless from any liability or property damage or personal injury to any person or persons on or about the premises; to carry liability insurance in such amounts as may be agreed to between the parties to cover such liability, with the Lessor as an additional named insured.


Richard Anderson, Administrator
CITY & BOROUGH OF SITKA


for SHELDON JACKSON COLLEGE
(name) Michael Kaelke
(title) President

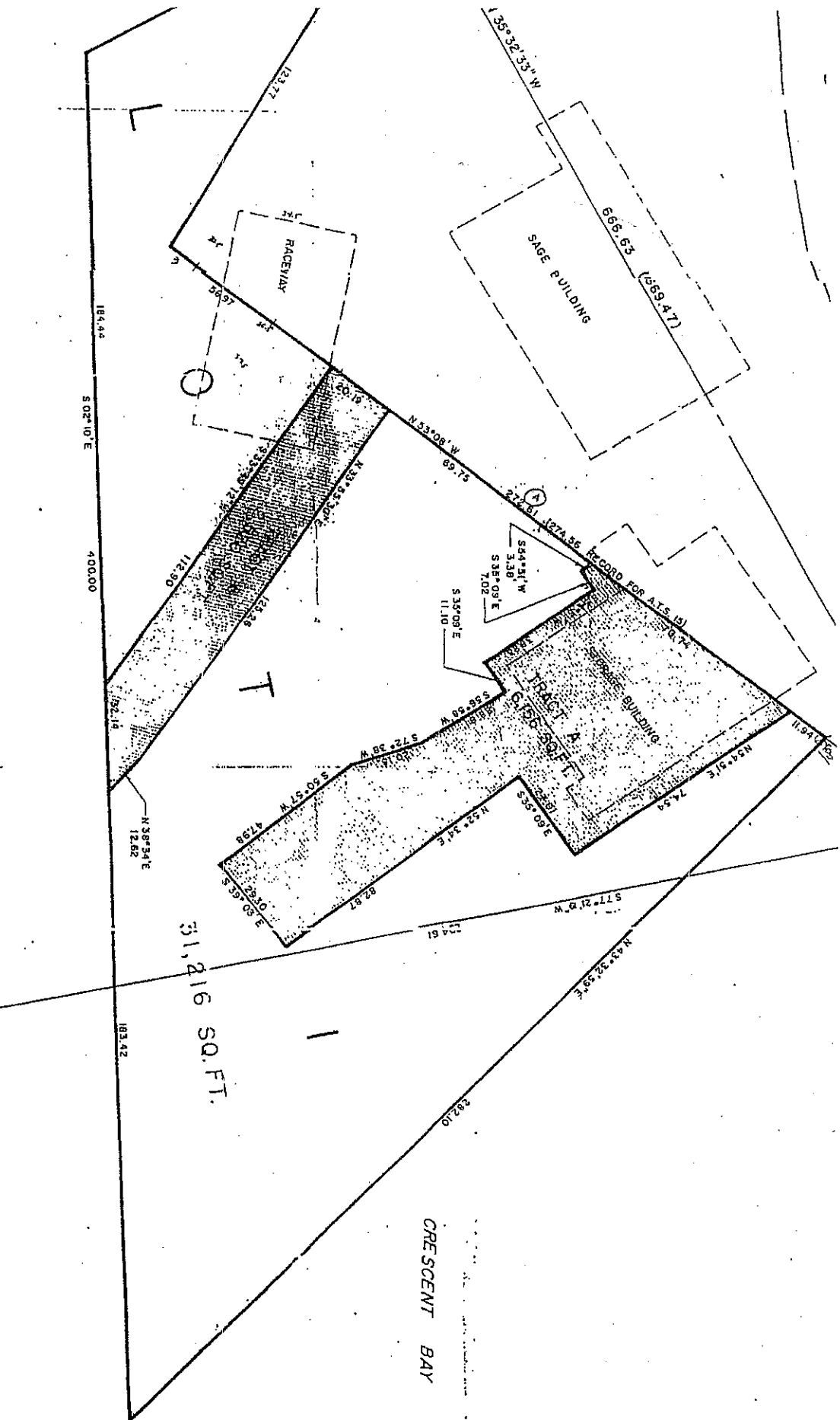




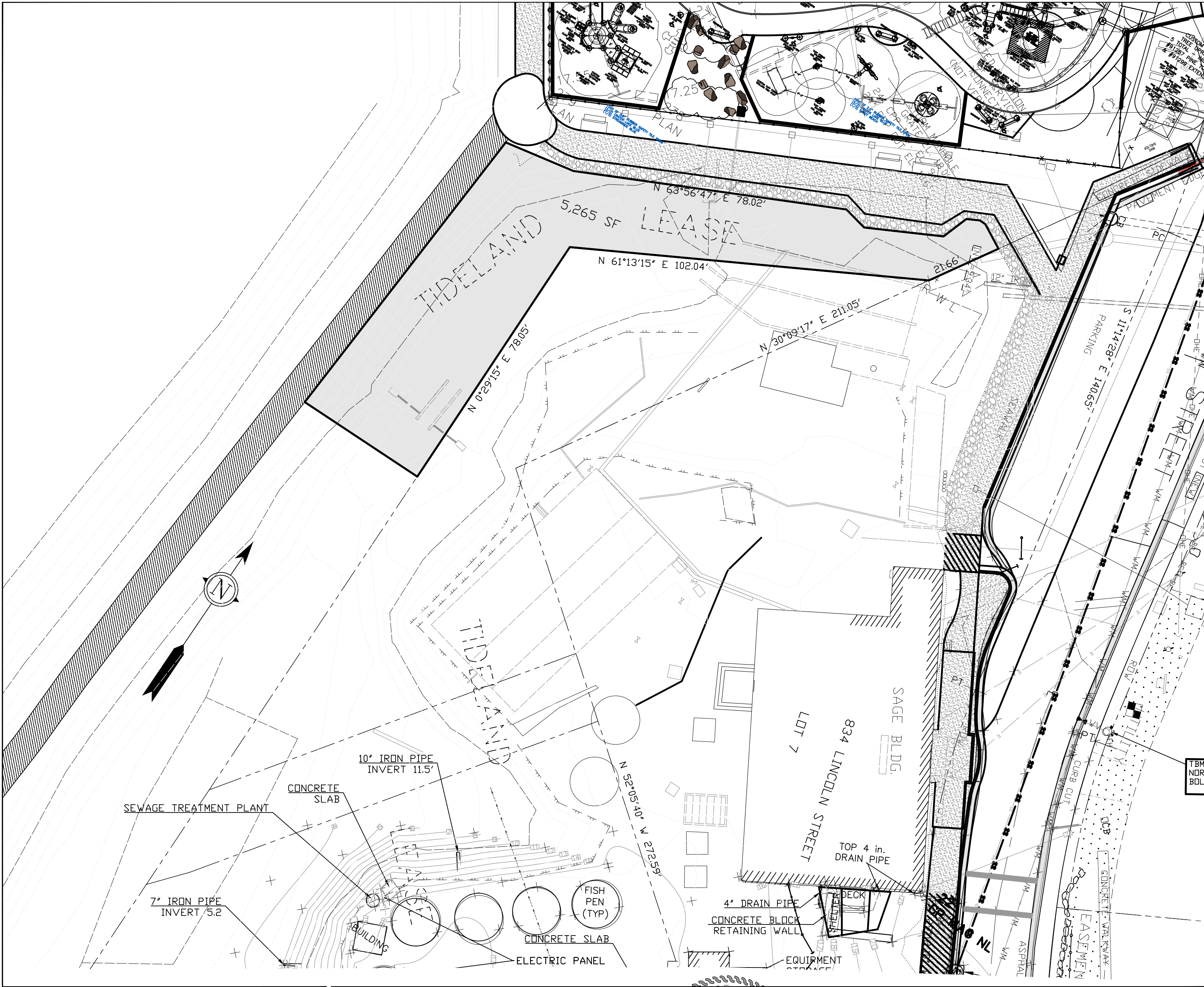
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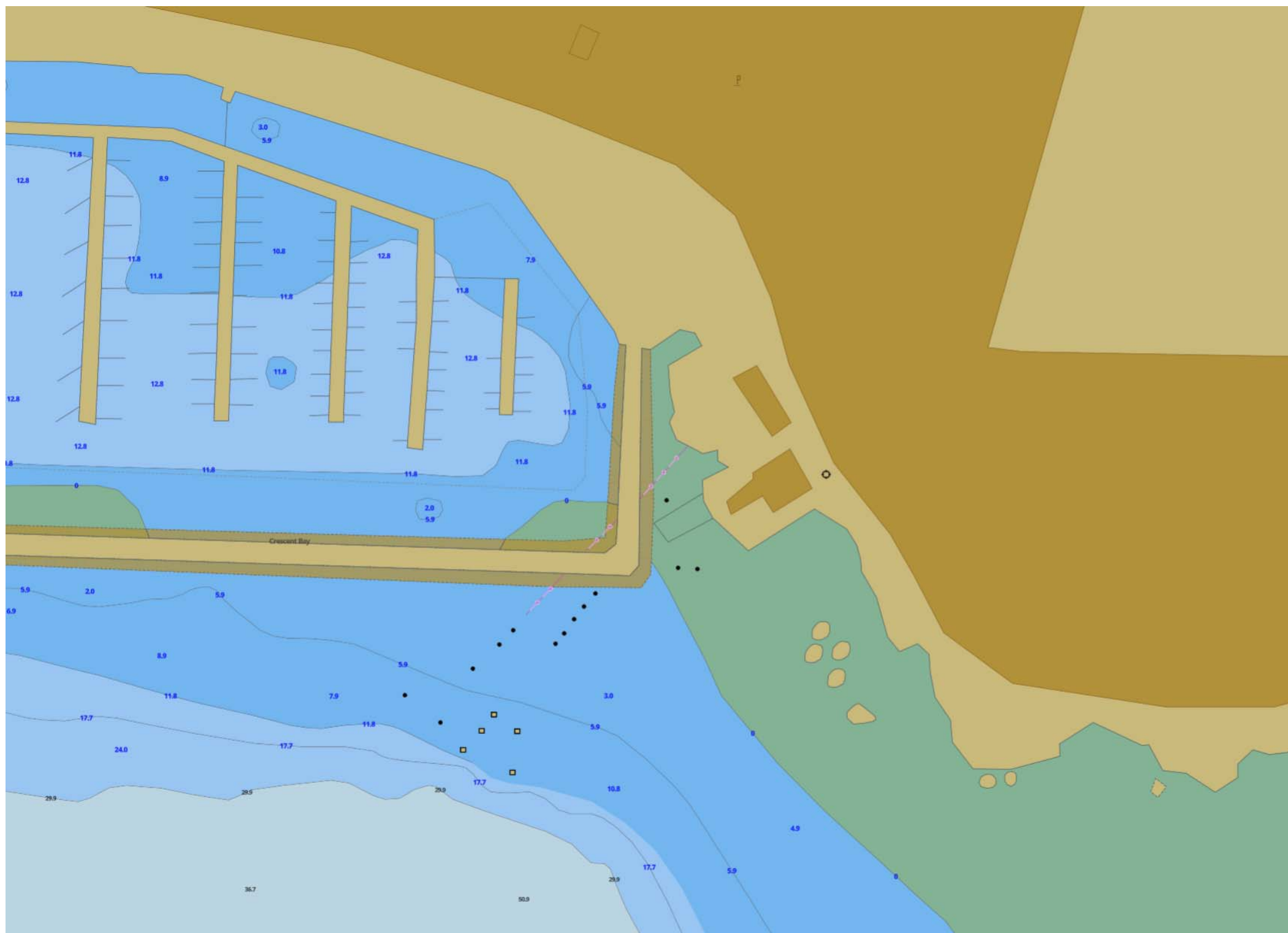
CRESCENT HARBOR

CORP OF ENGINEERS
MONUMENT













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:** See Attachment**PROPERTY INFORMATION:**

CURRENT ZONING: _____ ARE YOU THE UPLAND PROPERTY OWNER? _____

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

APPLICANT INFORMATION:PROPERTY OWNER: Sitka Sound Science CenterPROPERTY OWNER ADDRESS: 834 Lincoln St.

STREET ADDRESS OF PROPERTY: _____

APPLICANT'S NAME: Chance GrayMAILING ADDRESS: 834 Lincoln St., SitkaEMAIL ADDRESS: cgray@sittkascience.org DAYTIME PHONE: 907.903.5506**PROPERTY LEGAL DESCRIPTION:**

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

SUBDIVISION: _____ US SURVEY: _____

OFFICE USE ONLY

COMPLETED APPLICATION		SITE PLAN	
NARRATIVE		CURRENT PLAT	
FEE		OWNERSHIP	

Brief Description of Request:

The Sitka Sound Science Center is requesting an amendment to an existing tidelands lease at 834 Lincoln Street. The Sheldon Jackson hatchery has been in operation since 1974 and SSSC has operated to hatchery since SJC shut down. Since taking over the SJ hatchery, SSSC has maintained the channel and fish raceways bordering Crescent Harbor. However, the current tidelands lease does not cover the full area maintained or used by hatchery operations. SSSC is requesting that the tidelands lease be amended to represent the area historically and currently used and maintained by the Sheldon Jackson Hatchery and Sitka Sound Science Center.

Property Information:

Current Zoning: R2

Proposed Zoning (if applicable): N/A

Current Land Use(s): Commercial

Proposed Land Uses (if changing): No Change

Applicant Information:

PROPERTY OWNER: Sitka Sound Science Center

PROPERTY OWNER ADDRESS: 834 Lincoln Street, Sitka, AK 99835

STREET ADDRESS OF PROPERTY: 834 Lincoln Street, Sitka, AK 99835

APPLICANT'S NAME: Chance Gray

MAILING ADDRESS: 834 Lincoln Street, Sitka, AK 99835

EMAIL ADDRESS: cgray@sitkascience.org DAYTIME PHONE: 907-903-5506

Property Legal Description:

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

SUBDIVISION _____ US SURVEY: _____

Gray
Last Name

10/4/21
Date Submitted

834 Lincoln St.
Project Address

SITKA SOUND SCIENCE CENTER

834 Lincoln Street, Suite 200
Sitka, Alaska 99835
Admin Phone: 907.747.8878
www.sitkascience.org



Summary of SJ Hatchery Project & Tidelands Request

The Sitka Sound Science Center is requesting an amendment to an existing tidelands lease that will reflect the uses and needs of the Sheldon Jackson Hatchery. Since taking over the site at 834 Lincoln Street, SSSC has worked hard to improve the facilities and grounds. With stakeholder input and years of planning our next step involves major improvements to the salmon raceways, fish ladder, and spawning shed. The goals of this project include improved safety and efficiency in the hatchery, to better the educational experience and operation, and improved aesthetics and sight lines on and around the property.

History of the Organization & Sheldon Jackson Hatchery

The Sitka Sound Science Center is dedicated to increasing understanding and awareness of terrestrial and aquatic ecosystems of coastal Alaska through science education and research. As part of our mission, we operate the Sheldon Jackson Salmon Hatchery and the Molly Ahlgren Aquarium. Our organization was formed in 2007, shortly after Sheldon Jackson College shut its doors. We purchased the property from Sheldon Jackson College Trustees in 2010 with funding assistance from the City and Borough of Sitka, the Karsh Foundation, and a local commercial fisherman. In addition to owning and operating our buildings, we carry on the scientific research and education *legacy* of the College.

The Sitka Sound Science Center's Sheldon Jackson Salmon Hatchery was the first permitted hatchery in the State of Alaska. Built by Sheldon Jackson College students in 1974, the salmon hatchery was intended to help the State build back salmon stocks. The two-year Sheldon Jackson aquaculture program trained hundreds of students many of whom have gone on to hold policy making and leadership positions in fisheries and natural resource management in Alaska. The facility consists of racks of incubation trays, round pounds for coho rearing, water filtration systems, net pens, the Mill Building for storage, construction and education, fish ladders, concrete raceways and a spawn shed.

With a State permit for 3 million pink, 3 million chum and 250,000 coho, it's a relatively small hatchery. However, it is a high-profile facility. Located in downtown Sitka, the hatchery is toured by thousands of visitors annually who learn about how commercial, sport and subsistence fisheries work in Alaska, and the importance of salmon as a traditional food for Tlingit people. Visitors and residents of all ages fish from the beach adjacent to the Science Center for hatchery salmon. Our facility is still used to train students. The Sitka Sound Science Center teaches aquaculture classes to Mt. Edgecumbe, Pacific High, and Sitka High School students, and works with the UAS Fisheries Technology program and universities from around the world to provide hands on learning experiences. Making this facility safer and more efficient will serve visitors, students, and Alaska commercial fishermen.

Project Summary



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-40 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 10/21/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Authorizing the lease of Tract A, ATS 1327 and a Portion of Tract B, ATS 1327, municipal tidelands seaward of 1406 Sawmill Creek Road to Sharon Williamson and Lisa Williamson

Sponsors:

Indexes:

Code sections:

Attachments: [01 Motion](#)
[02 Assembly Memo Williamson Tidelands Lease](#)
[03 Ord 21-40](#)
[04 Tidelands Lease Agreement CBS & Williamson](#)
[05 Williamson Tidelands Lease Supporting Documents](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-40 on first reading authorizing the lease of Tract A, ATS 1327 and a Portion of Tract B, ATS 1327, municipal tidelands seaward of 1406 Sawmill Creek Road to Sharon Williamson 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 19, 2021
Subject: Williamson Tidelands Lease

Background and Analysis

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. The Consent to Assignment will come back the Assembly for approval.

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.

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 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.

The Assembly reviewed this request at its October 12th meeting and directed staff to prepare a lease with the following terms:

1. A lease rate of 6% of the assessed value of the lease area will be the annual rent payment for this lease.
2. The term of the lease is thirty years with one, five-year renewal option at the same terms of the lease is available at the option of the lessor and lessee.
3. Competitive bidding of these lands is inappropriate given the location of the lease area which renders it of true use to one party (the upland property owners).

Fiscal Note

The Assessor has valued the tidelands at \$102,501. At a lease rate of 6%, these are the following anticipated CBS revenues from the lease (first year as example):

- Annual Rent: \$6,150.00
- Sales Tax on Annual Rent: \$307.50
- Property Tax Estimate: \$615.01
- Total Revenue: \$7,072.51

Consistent with other CBS leases, the rent will be adjusted annually for CPI.

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

Approve the lease authorizing the Administrator to execute a lease for the property consistent with the terms as approved by the Assembly.

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

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-40

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AUTHORIZING THE LEASE
OF TRACT A, ATS 1327 AND A PORTION OF TRACT B, ATS 1327, MUNICIPAL
TIDELANDS SEAWARD OF 1406 SAWMILL CREEK ROAD TO SHARON WILLIAMSON
AND LISA WILLIAMSON**

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

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

3. PURPOSE. The purpose of this ordinance is to facilitate the lease of approximately 11,493 square feet of municipally owned tidelands referred to as Tract A, ATS 1327 and a portion of Tract B, ATS 1327 located seaward of 1406 Sawmill Creek Road.

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

- A. The leasing of this property is hereby authorized with the following terms:
 - 1) The development and operation of the site shall be consistent with the pertinent zoning provisions as specified in Title 22 of the Sitka General Code ("SGC").
 - 2) The annual rent payment shall be six percent (6%) of the total value of the lease area as determined by the Municipal Assessor. The first annual rent payment shall be \$6,150.00. The rent will be adjusted annually using the All Urban Consumers (CPI-U) for Anchorage, Alaska.
 - 3) The lease term is for thirty (30) years, with one (1), five (5) year renewal option at the same terms as outlined above subject to approval by Lessor Assembly.
- B. The Administrator is authorized to execute a lease document consistent with the terms of this ordinance, SGC Title 18 that governs municipal leases, and existing municipal policies.
- C. The Assembly has found that the requirement to competitively bid leases of municipal real property as outlined by SGC 18.12.010(E) is inappropriate due to the location of the parcel which renders it of true usefulness to only one party, the upland property owner.

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 9th day of November, 2021.

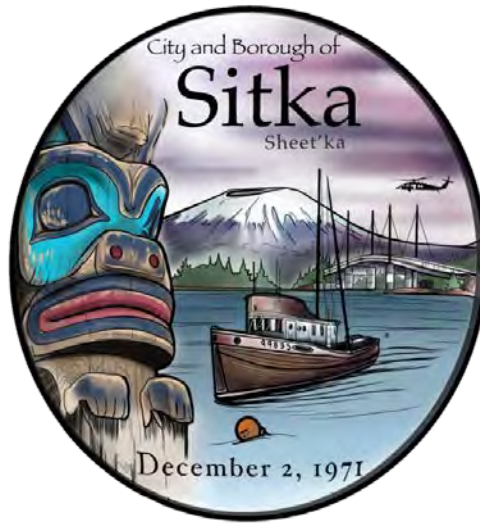
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ATTEST:

Jessica Earnshaw
Acting Municipal Clerk

1st reading 10/26/2021
2nd and final reading 11/9/2021

Steven Eisenbeisz, Mayor



TIDELANDS LEASE AGREEMENT

BETWEEN

**THE
CITY AND BOROUGH OF
SITKA, ALASKA**

AND

**SHARON WILLIAMSON AND
LISA WILLIAMSON**

**TIDELANDS LEASE AGREEMENT
BETWEEN
CITY AND BOROUGH OF SITKA, ALASKA
AND
SHARON WILLIAMSON AND LISA WILLIAMSON**

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Exhibits

Exhibit A – Description of the area leased

**TIDELANDS LEASE AGREEMENT
BETWEEN
CITY AND BOROUGH OF SITKA, ALASKA
AND
SHARON WILLIAMSON AND LISA WILLIAMSON**

PREAMBLE

This Tideland Lease Agreement ("Lease") between City and Borough of Sitka, Alaska and Sharon Williamson and Lisa Williamson is effective upon execution of the Lease by both Parties, City and Borough of Sitka, Alaska, 100 Lincoln Street, Sitka, Alaska 99835 ("Sitka" or "Lessor") and Sharon Williamson and Lisa Williamson, 9406 Fremont Ave N, Seattle, Washington 98103-3136 ("Lessee") This lease is issued under authority of Sitka General Code ("SGC"), Chapter 18.16, entitled "Tideland Lease Procedure". This Lease consists of the Special Provisions, the General Provisions, and the attached Exhibit A.

Exhibit A – Survey of Leased Tidelands

SPECIAL PROVISIONS

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

Section 1.1 Conveyance of Estate in Lease.

Lessor, for and in consideration of the Rents received and of the covenants and agreements made by Lessee, does lease to Lessee, and Lessee leases from Lessor, the "Subject Property" as shown on Exhibit A. Exhibit A shows the boundaries of the lease area embracing approximately 11,493 square feet of filled and intertidal/submerged tidelands.

Section 1.2 Lease Term.

The Lease term is for thirty (30) years and commences upon execution of the lease document by Lessor and Lessee. The Lease term may be extended, based on the Option to Renew in Section 1.3.

Section 1.3 Option to Renew.

Provided there does not then exist a continuing material default by Lessee under this Lease at the time of exercise of this right or at commencement of any extended term, Lessee shall have the right to exercise the option for one successive term of five (5) years upon the same terms and conditions as this Lease (except Section 1.2), with the Lease payments during the extension terms as described in Article II. This option is effective only if (a) Lessee makes a written request to exercise such an option not more than one year or less than six months from the end of the immediately preceding term; (b) Lessee is in compliance with all applicable laws; and (c) Lessee is not in default under this Lease. The option to renew must be approved by Lessor Assembly.

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

With the exception of such improvements described in the next sentence, Lessee shall remove from the Subject Property any personal property or improvements constructed, installed, or deposited on the Subject Property at the termination of this Lease or any extension unless Lessee makes a separate written agreement with Lessor to do otherwise. Subject to the provisions of the next sentence, Lessee shall leave behind at no cost to Lessor improvements including: bollards, ladders, drains and drain lines; toilets; bathroom sinks; building systems and their components such as plumbing, piping, and fixtures; building structural components; non-structural improvements such as walls and ceilings; devices not used for processing or manufacturing such as but not limited to electrical service entrance equipment, electrical distribution panels, electrical cables, feeders, branch circuit wiring, and appurtenances such as light fixtures, switches, and other devices; portable fire extinguishers, smoke detectors, and fire and life safety equipment attached or fastened in ways integral to the building in which Subject Property is located. Any improvements or personal property not removed after thirty (30) days have passed after termination of this Lease shall be deemed abandoned, and at Lessor's option, shall become the property of Lessor. Lessee shall repay to Lessor any costs of removing such improvements or personal property from the Subject Property if Lessor does not exercise such option. Subject to Lessor's obligations under Subsection 3.1 below, Lessee agrees to leave Subject Property in a neat, clean, and weather-tight condition at the end of the Term of the Lease.

Section 1.5 Covenants to Perform.

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

ARTICLE II RENT

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

The first year of the Lease begins on the commencement date of this Lease set out in Article I. Each successive year of the Lease begins on the corresponding anniversary commencement date of the Lease. Notwithstanding any other provision of this Lease, on the term start date set out in Article I, Lessee shall pay Rent annually on or before the corresponding anniversary commencement date at a rate of \$6,150.00 plus applicable sales tax. Rent will be adjusted annually on June 30 of each year based on the change in the previous year's annual percent change for Anchorage, Alaska (also referred to as Urban Alaska) for All Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Section 2.2 Adjustment to Rent Upon Exercise of Lease Renewal.

If the option to renew is exercised and approved by Lessor Assembly, Rent as set in Section 2.1 shall be adjusted during the second (2nd) and all subsequent years of the lease or extension period, based on the Consumer Price Index, at a time when any adjustment would be made effective July 1st of the year applied. The adjustment shall be based on the previous year's annual percent change

for Anchorage, Alaska (also referred to as Urban Alaska) for All Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. The first adjustment date shall be July 1, 2023.

Section 2.3 [RESERVED]

Section 2.4 Property Tax Responsibility.

Beginning with the Term of this Lease and each calendar year after, Lessee will be responsible to pay Lessor property taxes for its possessory interest in the building, land, and equipment to the extent taxable as determined by the Municipal Assessor.

ARTICLE III RESTRICTIONS UPON USE OF SUBJECT PROPERTY

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

(a) Except as otherwise provided in this Lease, Lessee acknowledges the leasehold is in an “as is” condition. At the sole cost and expense of Lessee and in compliance with all legal requirements, Lessee may purchase, construct, develop, repair, transfer to the Subject Property, and/or maintain any improvements, personal property, fixtures, and other items on the Subject Property in a first-class manner using materials of good quality.

Lessor shall maintain the Subject Property and any Lessor provided equipment. Lessor reserves the right to expand or modify the Subject Property. In that event, Lessor and Lessee will work together to complete such expansion or modification in a manner that minimizes disruption to Lessee’s use of the Subject Property. Some anticipated disruptions could be interruption in utilities (e.g. power, water), and operational disturbances from noise, dust and other construction activities.

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

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

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

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

(f) Lessee may erect outdoor signage at its expense with the written permission of Lessor Building Official and the Planning Director. The style, size and physical placement location of the sign will be approved on a case-by-case basis. All signs must comply with Sitka General Code, Title 22.

Section 3.2 Lessor's Approval of Certain Alterations or Improvements.

Lessee shall not make or permit to be made any alteration of, addition to, or change in, structures and improvements, nor demolish all or any part of the structures or improvements without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The phrase "structures and improvements" in the previous sentence includes water and wastewater systems and electrical systems. In requesting consent, Lessee shall comply with all applicable laws and ordinances, and shall submit to the Lessors Public Works Director and Planning Director, or their written designees, detailed plans and specifications of proposed work, an explanation of the needs and reasons for the work, and a plan of full payment of the costs of the work. Lessor shall notify Lessee of its approval or objections no later than thirty (30) days after receiving the information described in the previous sentence. In approving or objecting, Lessor shall be acting in its proprietary function and not its regulatory function, any such approval in this proprietary function does not relieve Lessee of any obligation to obey the law. Nothing in this Section shall be interpreted to prevent Lessee from removing at the termination of this Lease any improvements or personal property as described in Section 1.4.

Section 3.3 Rights of Access to Property

(a) Lessor reserves for itself and any public utility company the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of opening, inspecting, repairing, replacing, reconstructing, maintaining, or servicing the public utilities, if any, located on the Subject Property, as well as for the purposes of constructing or installing new public utilities. Lessor also reserves for itself and the Alaska Department of Environmental Conservation the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of regulation and enforcement of this Lease. Lessor also reserves for itself the right to access the Subject Property at all reasonable times in a reasonable manner for the purposes of (1) inspection of all work being performed in connection with the construction of improvements; (2) showing Subject Property or exhibiting Subject Property in connection with renting or leasing Subject Property in a matter that will not unreasonably interfere with Lessee's business; and (3) placing "For Sale" or "For Rent" signs on Subject Property. Lessee shall not charge for any of the access allowed in the situations described in this subsection.

(b) Lessee shall not construct any permanent improvements over or within the boundary lines of any easement for public utilities without receiving the written prior consent of Lessor and any applicable utility company.

(c) Lessee acknowledges that the Subject Property is or shall be subject to agreements for ingress and egress, utilities, parking, and maintenance. Lessee agrees that it shall comply with the terms of such cooperative agreements, in accordance with the terms of such agreements, those portions of such maintenance expenses that are attributable to the Subject Property, as more fully set forth therein.

Section 3.4 Additional Conditions of Lease.

Lessee recognizes and shall cause all beneficiaries of Lessee and all permitted successors in interest in or to any part of the Subject Property to recognize that:

- (a) Lessee will cooperate with Lessor equipment and building maintenance contractor and will notify Lessor of any maintenance deficiencies or of any equipment failures that require maintenance or repair. Lessee will be provided a 24-hour telephone number to notify Lessor of any event that requires immediate response by Lessor.
- (b) Lease payments will be made in monthly installments in advance in cash or by check, bank draft or money order made available to the City and Borough of Sitka, Alaska. Installments to be delivered or mailed to 100 Lincoln Street, Sitka, Alaska 99835, by or on the first day of each calendar month.
- (c) Lease payments shall become delinquent if not paid within ten (10) days after the due date. Delinquent payments are subject to a late charge and interest accrued from the due date consistent with Sitka General Code provisions.
- (d) The charges and fees paid by Lessee to Lessor must be separated according to Lessor's accounting standards.
- (e) Lessor will only invoice if Lease payments are delinquent. Lessor will only invoice if failure to make Lease payment within thirty (30) days of due date. Lessor, at its option, can terminate the Lease for Lessee's failure to make payment, and in accordance with this Lease.
- (f) Lessee covenants and agrees that as it relates to use of the Subject Property, it will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of person in any manner prohibited by Federal, State or local laws or regulations promulgated under such laws, and Lessee further grants Lessor the right to take such action to enforce such covenant as it deems necessary or as it is directed pursuant to any Federal, State or local laws or regulations.
- (g) Lessor may, upon at least ten (10) days prior written notice to Lessee, temporarily suspend the supply of water, wastewater service, the supply of electric power, the use of pipelines, or the use of the Improvements in order to perform routine maintenance and, in all events, subject to unavoidable delays. Such interruptions shall be of as short duration as necessary to perform such maintenance, and Lessor shall not be responsible for any such costs or expenses as a result of suspending such utilities.
- (h) Lessee shall timely pay the Lessor Fire Marshal or Building Inspector fees and other building permit fees, and shall also timely file and pay all applicable property taxes and assessments. These include any Local Improvement District costs that may be assessed.
- (i) Lessee shall be responsible for taking any measures that Lessee deems necessary to provide security for their property. Lessor is not responsible for theft or vandalism.
- (j) Lessor sales tax applies to Rent. Sales tax rates, limits, exemptions, and exclusions are subject to change by Lessor Assembly.
- (k) Lessee shall timely pay all other Lessor billings (i.e., electricity, business taxes, etc.).

(l) Failure of Lessee to file and pay such Lessor taxes, and pay utilities, assessment payments, and all other Lessor billings, may subject this Lease to be terminated.

(m) Lessee shall individually and severally be liable under this Lease to comply with all of its provisions.

Section 3.5 Control of Rodents and Other Creatures on Subject Property.

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

ARTICLE IV UTILITY SERVICES AND RATES

Section 4.1 Provision of Utility Services.

Lessee will pay for utilities, if available.

Section 4.2 Rates for Utility Services Provided by Lessor.

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

Section 4.3 Lessee to Pay for Utility Services.

Lessee will pay, or cause to be paid, all proper charges for any of the following, if available: electricity and solid waste; sewer and water; and for all other public or private utility services, which shall be used by or supplied to the Subject Property at any time during the Term of this Lease. In the event that any charge, cost, or expense for any of the above-mentioned utility services or for any of the other above-mentioned services shall not be paid when due and payable, Lessor shall have the right, but shall not be obligated, to pay it, with the understanding that amounts paid by Lessor shall constitute additional Rent due and payable under this Lease, and shall be repaid to Lessor by Lessee immediately on rendition of a bill by Lessor. Interest at the highest rate allowable by law shall be added as a charge for unpaid utility bills paid by Lessor on behalf of Lessee. Lessor reserves the right to suspend utility services if Lessee does not pay for utility services. Failure to timely pay utility services may also result in Lessor terminating this Lease.

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

Except to the extent that any such failure, injury, or other casualty is due to Lessor's negligence or breach of any obligation under this Lease, Lessor shall not be liable for any failure of building roof, water supply, sewer, or electric current, or for any injury or damages to person or property caused by or resulting from any natural disaster, natural condition, gasoline, oil, steam, gas, electricity, or hurricane, tornado, flood, wind or similar storms or disturbances, or water, rain, or snows which may leak or flow from the street, sewer, or from any part of the building or the Subject Property, or leakage of gasoline or gas from pipes, appliances, sewer, or plumbing works or from any other place. Lessor shall not be held responsible or liable for any claim or action due to or arising from any suspension of operation, breakage, unavoidable accident or injury of any

kind occurring to, or caused by the sewer mains by an act of God or Nature, beyond Lessor's control, or caused by the elements, strikes, riots, or a terrorist or terrorists.

Section 4.5. Requirement Regarding Potable Water Services.

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

ARTICLE V LIABILITY

Section 5.1 Limits on Lessor Liability Limitation.

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

Section 5.2 Limits on Lessee Liability.

Except to the extent of liabilities arising from Lessee's acts or omissions, Lessor indemnifies, defends, and holds Lessee harmless for liabilities to the extent that they were incurred by reason of conditions existing on the site as of the date of execution of this Lease or by reasons of Lessor's acts or omissions, excluding any existing improvements made to the site by the current or former upland property owner or persons or entities other than Lessor. Lessee acknowledges the current existence of a seawall on the site that falls within this exclusion. Lessor also agrees to indemnify, defend, and save Lessee harmless against and from any and all claims and damages arising, other than due to acts or omissions of Lessee, during the term of this Lease from (a) any condition of the Subject Property or improvements placed on it; (b) any breach or default on the part of Lessor regarding any act or duty to be performed by Lessor pursuant to the terms of the Lease; and (c) any act or negligence of Lessor or any of its agents, contractors, servants, employees, or licensees. Lessor agrees to indemnify, defend, and save harmless Lessee from and against all costs, counsel and legal fees, expenses, and liabilities incurred, other than due to acts or omissions of Lessee, in any claim or action or proceeding brought asserting claims of or asserting damages for any alleged act, negligence, omission, conduct, management, work, thing, breach, default, accident, injury, or

damage described in the previous two sentences. The above agreements are in addition to and not by way of limitation of any other covenants in this Lease to indemnify or compensate Lessee.

Section 5.3 Reimbursement of Costs of Obtaining Possession.

Each Party agrees to pay and to indemnify the other Party prevailing in any dispute under this Lease against, all costs and charges, including but not limited to, full reasonable counsel and legal fees lawfully and reasonably incurred in enforcing any provision of this Lease including obtaining possession of the Subject Property and establishing Lessor's title free and clear of this Lease upon expiration or earlier termination of this Lease.

GENERAL PROVISIONS

ARTICLE VI DEFINITIONS

Section 6.1 Defined Terms.

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

- (a) "Event of Default" means the occurrence of any action specified in Section 14.1.
- (b) "Imposition" means all of the taxes, assessments, fees, utility rates or charges, levies and other governmental charges, levied or assessed against the Subject Property; any part of the Subject Property, or any right or interest or any rent, taxes and income received, including sales taxes on rent.
- (c) "Improvements" or "improvements" means all buildings, structures and improvements of any nature now or in the future located upon the Subject Property, as well as all apparatus and equipment necessary for the complete and comfortable use, occupancy, enjoyment and operation of the Subject Property, including fittings, appliances, machinery, garage equipment, heating equipment, lighting equipment, cooling equipment, air conditioning and ventilating equipment, wiring, controls, communications equipment, plumbing, switchboards, antennae, floor coverings, refrigerating equipment, hot water heating and all other appliances and equipment; excepting only in each case articles of personal property appurtenances and fixtures (including trade fixtures) owned by Lessee, sublessees, or others, which can be removed without defacing or materially injuring the improvements remaining on the Subject Property, with the portion of the Subject Property from which such items are removed being returned to a condition at least as good as that existing on the date of this Lease.
- (d) "Personal Property" means tangible personal property owned or leased and used by Lessee or any sublessee of Lessee, in connection with and located upon the Subject Property.
- (e) "Premises" means the "Subject Property."
- (f) "Rent" means the lease rate, which is the amount Lessee periodically owes and is obligated to pay Lessor as lease payments under this Lease for the use of the Subject Property.

(g) "Subject Property" is the area leased as shown on Exhibit A.

(h) "Sublessee" means any sublessee, concessionaire, licensee, or occupant of space in or on the Subject Property holding by or through Lessee; the term "lease" shall mean any lease, license, concession or other agreement for the use and occupancy of any part of the Subject Property made by any Person holding by or through Lessee, which has been approved by Lessor Assembly.

(i) "Term" means the period of time Lessee rents or leases the Subject Property from Lessor.

ARTICLE VII INSURANCE

Section 7.1 Insurance

Lessee shall have and maintain property damage and comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000), including leasehold improvements. Lessor shall be named as an additional insured. Additionally, Lessee shall have the statutory amount of any Worker's Compensation.

Section 7.2 Notification of Claim, Loss, or Adjustment

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

Section 7.3 Waiver of Subrogation

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

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

Section 8.1 Lessee Without Power to Assign, Lease, or Encumber Subject Property.

Lessee has no power without Lessor Assembly approval under this Lease to assign the Lease. Lessee has no power under this Lease to transfer the Subject Property. Lessee has no power to encumber Subject Property or pledge its interest in Subject Property as collateral for a loan or mortgage, or allow any liens to be filed against the Subject Property. Any such actions under this section may cause termination of the Lease.

Section 8.2 Limitations on Subleases.

Lessee shall not sublease the Subject Property or any portion of it without the prior written approval of Lessor Assembly. All subleases entered into demising all or any part of the Improvements or the Subject Property shall be expressly subject and subordinate to this Lease. Lessor's consent to a sublease of the Subject Property shall not release Lessee from its obligations under the Lease. Lessor's consent to a sublease shall not be deemed to give any consent to any subsequent subletting.

ARTICLE IX USE AND PROTECTION OF THE SUBJECT PROPERTY**Section 9.1 Property As Is - Repairs.**

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

Section 9.2 Compliance with Laws.

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

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

Lessee shall promptly notify Lessor's Public Works Director within 24 hours if any contaminated soils or other contaminated materials that require special handling are encountered during construction or other activities.

Section 9.4 Use of Utility Lines.

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

Section 9.5 Permits and Approvals for Activities.

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

Section 9.6 Navigable and Public Waters.

(a) This Lease may be subject to a public access easement to and along all public or navigable water bodies that border on or are included in this leasehold. No public access easement may be obstructed or otherwise rendered incapable of reasonable use for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without the prior written approval of Lessor.

(b) The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This Lease is issued subject to the principals of the Public Trust Doctrine regarding navigable or public waters.

Section 9.7 Valid Existing Rights.

This Lease is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this Lease. Lessor makes no representations or warranties whatsoever, either expressed or implies, as to the existence, number, or nature of such valid existing rights.

Section 9.8 Concurrent Use.

This Lease is subject to reasonable concurrent uses as provided under Article VIII, Section 8 of the Constitution of the State of Alaska. The concurrent user who is found to be at fault for damage or injury arising from noncompliance with the terms governing the user's concurrent use is liable for damages and the user's interest is subject to the forfeiture or termination by Lessor. In this context, the term "concurrent user" includes Lessee and any other person or entity who lawfully uses the land subject to this Lease, but does not include the Lessor.

Section 9.9 Surface Resource.

Unless otherwise provided by this Lease or other written authorization, Lessee may not sell or remove from the leasehold any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes.

Section 9.10 Appropriation or Disturbance of Waters.

During the term of this Lease, Lessee will have the right to apply for an appropriation of ground or surface water on the leasehold in accordance with Alaska law.

Section 9.11 Acquisition of Rights or Interests.

Any right or interest acquired during the term of this Lease and accruing to the benefit of the leasehold will remain appurtenant to the leasehold, and may not be severed or transferred from the leasehold without the prior written approval of Lessor. In the event of termination or forfeiture of this lease, any such right or interest will vest in Lessor.

Section 9.12 Land Alterations Due to Natural or Artificial Causes.

The interest described in this Lease constitutes the entire leasehold. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the leasehold, Lessee has not right to occupy or use the accreted land unless a separate lease is entered with Lessor with respect to such

lands. The rules of law usually applicable to accretion or reliction of land do not apply to this lease or to the interest described in the lease.

Section 9.13 Environmental Compliance.

(a) Lessee shall, at Lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws"). Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Environmental Laws.

(b) Should the Authority require that a remedial action plan be prepared and that a remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge, or threatened disposal, release, spill, or discharge of or contamination by hazardous materials at the leasehold that occurs during the term of the Lease or arises out of or in connection with Lessee's use or occupancy of the Subject Property of this lease, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. Lessee's obligations under this section shall arise if there is any event or occurrence at the leasehold during the term of this Lease, or arising out of or in connection with Lessee's use or occupancy of the Subject Property, that requires compliance with the Environmental Laws.

(c) At no expense to Lessor, Lessee shall promptly provide all information requested by Lessor for preparation of affidavits or other documents required by Lessor to determine the applicability of the Environmental Laws to the leasehold, and shall sign the affidavits promptly when requested to do so by Lessor.

(d) Lessee shall indemnify, defend, and hold harmless Lessor from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill or discharge of or contamination by hazardous materials at the leasehold that occurs during the Term of the Lease or arises out of or in connection with Lessee's use or occupancy of the Subject Property; and from all fines, penalties, suits, judgments, procedures, claims, demands, liabilities, settlements, and action of any kind arising out of Lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs during the Term of this Lease or arises out of or in connection with Lessee's use or occupancy of the Subject Property.

(e) Lessee agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground wastewater disposal system, sewer system, or any body of water.

(f) In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be refutably presumed that any environmental contamination of the leasehold (i) has been released on the leasehold: (ii) has resulted from acts or omissions of Lessee or its agents: and (iii) has occurred during the term of this Lease. Lessee has the burden of rebutting the presumptions by clear and convincing evidence.

(g) As used in the lease, the term “hazardous materials” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

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

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

Lessee covenants that if it shall at any time default resulting in the Lease being in a condition of default as described in Article XIV or shall fail to timely make any other payment (other than Rent), and the failure shall continue for ten (10) days after written notice to Lessee, then Lessor may, but shall not be obligated so to do, and without further notice to or demand upon Lessee and without releasing Lessee from any obligations of Lessee under this Lease, make any other payment in a manner and extent that Lessor may deem desirable.

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

If there is a default involving the failure of Lessee to keep the Subject Property in good condition and repair in accordance with the provisions of this Lease, to make any necessary renewals or replacements or to remove any dangerous condition in accordance with the requirements of this Lease or to take any other action required by the terms of this Lease, then Lessor shall have the right, but shall not be required, to make good any default of Lessee. Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of or to Lessee by reason of bringing materials, supplies and equipment into or through the building during the course of the work required to be done to make good such default. The obligations of Lessee under this Lease shall remain unaffected by such work, provided that Lessor uses reasonable care under the circumstances prevailing to avoid unnecessary inconvenience, annoyance, disturbance, loss of business, or other damage to Lessee.

Section 10.3 Reimbursement of Lessor and Lessee.

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

Conversely, Lessee shall be entitled to receive from Lessor prompt payment or reimbursement on any sums due and owing from Lessor to Lessee, together with interest at the highest rate allowed by law. However, nothing contained in this Lease shall entitle Lessee to withhold any Rent due to Lessor or to offset or credit any sums against rent, except with respect to unpaid Rent due from Lessor to Lessee under any sublease of Subject Property.

ARTICLE XI DAMAGE OR DESTRUCTION

Section 11.1 Repair and Replacement of Structures and Improvements Following Damage.

(a) If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy and such destruction or injury could reasonably be repaired within ninety (90) days from the date of such damage or destruction, then Lessee shall not be entitled to surrender possession of the Premises, nor shall Lessee's liability to pay Rent under this Lease cease, without the mutual consent of the Parties. In case of any such destruction or injury, Lessor shall repair with all reasonable speed and shall complete such repairs within ninety (90) days from the date of such damage or destruction. If during such period Lessee shall be unable to use all or any portion of the Premises, a proportionate allowance shall be made to Lessee from Rent corresponding to the time during which and to the portion of the Premises of which Lessee shall be so deprived of the use.

(b) If such destruction or injury cannot reasonably be repaired within ninety (90) days from the date of such damage or destruction, Lessor shall notify Lessee within fifteen (15) days after the determination that restoration cannot be made in ninety (90) days. If Lessor elects not to repair or rebuild, this Lease shall be terminated. If Lessor elects to repair or rebuild, Lessor shall specify the time within which such repairs or reconstruction will be complete, and Lessee shall have the option, to be exercised within thirty (30) days after the receipt of such notice, to elect either to terminate this Lease and further liability, or to extend the Term of this Lease by a period of time equivalent to the time from the happening of such destruction or injury until the Premises are restored to their former condition. In the event Lessee elects to extend the Term of this Lease, Lessor shall restore the Premises to their former condition within the time specified in the notice, and Lessee shall not be liable to pay Rent for the period from the time of such destruction or injury until the Premises are so restored to its former condition.

(c) In addition to all rights to cancel or terminate this Lease set forth in Subsections 11.1(a) and 11.1(b), if the Subject Property is destroyed or damaged during the last two (2) years of the renewal Term of this Lease or any extension or renewal to the extent of fifty per cent (50%) or more of the value of the Subject Property, then Lessor shall have the right to cancel and terminate this Lease as of the date of such damage or destruction by giving Lessee notice within ninety (90) days after the date of such damage or destruction.

ARTICLE XII MECHANIC'S LIENS

Section 12.1 Discharge of Mechanics' Liens.

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

ARTICLE XIII LIEN FOR RENT AND OTHER CHARGES

Section 13.1 Lien for Rent.

The whole amount of the Rent and each and every installment, and the amount of all taxes, assessments, utility payments, insurance premiums and other charges, fees and impositions paid by Lessor under the provisions of this Lease, and all costs, attorney's fees and other expenses which may be incurred by Lessor in enforcing the provisions of this Lease or on account of any delinquency of Lessee in carrying out any of the provisions of this Lease, shall be and they are declared to constitute a valid and prior lien against property of Lessee, except the Subject Property, and may be enforced by law and equitable remedies, including the appointment of a receiver.

ARTICLE XIV DEFAULT PROVISIONS

Section 14.1 Events of Default.

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

- (a) Failure of Lessee to pay any installment of Rent, or any other payments or deposits of money, or furnish receipts for deposits as required, when due and the continuance of the failure for a period of ten (10) days after notice in writing from Lessor to Lessee.
- (b) Failure of Lessee to perform any of the other covenants, conditions and agreements under this Lease, including filing tax forms and/or payment of taxes, fees, utilities, and the continuance of failure for a period of thirty (30) days after Lessor's notice in writing. The notice shall specify the respects in which Lessor contends that Lessee has failed to perform any of the covenants, conditions and agreements. With respect to any default which cannot be cured within thirty (30) days, Lessee, or any person holding by, through or under Lessee, in good faith, promptly after receipt of written notice, shall have commenced and shall continue diligently and reasonably to prosecute all action necessary to cure the default within an additional sixty (60) days.
- (c) The filing of an application by Lessee (the term, for this purpose, to include any approved transferee other than a sublessee of Lessee's interest in this Lease): (i) for a consent to the appointment of a receiver, trustee or liquidator of itself or all its assets; (ii) of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing of its inability to pay its debts as they come due; (iii) of a general assignment for the benefit of creditors; or (iv) of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding.
- (d) The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating Lessee a bankrupt, or appointing a receiver, trustee or liquidator of it or of its assets, and this order, judgment or decree continuing unstayed and in effect for any period of sixty (60) consecutive days, or if this Lease is taken under a writ of execution.

Section 14.2 Assumption or Assignment of Lease to Bankruptcy Trustee.

In the event that this Lease is assumed by or assigned to a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 (referred to as "Bankruptcy Code") (11 U.S.C. § 101 et seq.), and the trustee shall cure any default under this Lease and shall provide adequate assurances of future

performance of this Lease as are required by the Bankruptcy Code (including but not limited to, the requirement of Code § 365(b)(1)) (referred to as "Adequate Assurances"), and if the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Code within the applicable time periods provided by the Bankruptcy Code, then this Lease shall be deemed rejected automatically and Lessor shall have the right immediately to possession of the Subject Property immediately and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Lease.

Section 14.3 Remedies in Event of Default.

Lessor may treat any one or more of the Events of Default as a breach of this Lease. At its option, by serving written notice on Lessee and each Secured Party and Leasehold Mortgagee of whom Lessor has notice (such notice not to be effective unless served on each such person) of the Event of Default, Lessor shall have, in addition to other remedies provided by law, one or more of the following remedies:

(a) Lessor may terminate this Lease. In such an event, Lessor may repossess the entire Subject Property and Improvements, and be entitled also to recover as damages a sum of money equal to the value as of the date of termination of this Lease, of the Rent due from Lessee for the balance of the stated term of this Lease, and any other sum of money and damages due under the terms of this Lease to Lessor. Any personal property not removed after such termination shall be addressed as provided for in Section 1.3 above.

(b) Lessor may terminate Lessee's right of possession and may repossess the entire Subject Property and Improvements by forcible entry and detainer suit or otherwise, without demand or notice of any kind to Lessee (except as above expressly provided for) and without terminating this Lease. In such event, Lessor may, but shall be under no obligation to do so, relet all or any part of the Subject Property for rent and upon terms as shall be satisfactory in the judgment reasonably exercised by Lessor (including the right to relet the Subject Property for a term greater or lesser than that remaining under the stated term of this Lease). For the purpose of reletting, Lessor may make any repairs, changes, alterations or additions in or to the Subject Property and Improvements that may be reasonably necessary or convenient in Lessor's judgment reasonably exercised. If Lessor shall be unable, after a reasonable effort to do so, to relet the Subject Property, or if the Subject Property and building are relet and a sufficient sum shall not be realized from reletting after paying all of the costs and expenses of repairs, change, alterations and additions and the expense of reletting and the collection of the Rent accruing from it, to satisfy the Rent above provided to be paid, then Lessee shall pay to Lessor as damages a sum equal to the amount of the Rent reserved in this Lease for the period or periods as and when payable pursuant to this Lease. If the Subject Property or any part of it has been relet, Lessee shall satisfy and pay any deficiency upon demand from time to time. Lessee acknowledges that Lessor may file suit to recover any sums falling due under the terms of this section from time to time, and that any suit or recovery of any portion due Lessee shall be no defense to any subsequent action brought for any amount not reduced to judgment in favor of Lessor. Any personal property not removed after such termination shall be addressed as provided for in Section 1.3 above.

(c) In the event of any breach or threatened breach by Lessee of any of the terms, covenants, agreements, provisions or conditions in this Lease, Lessor shall have the right to invoke any right

and remedy allowed at law or in equity or by statute or otherwise as through reentry, summary proceedings, and other remedies not specifically provided for in this Lease.

(d) Upon the termination of this Lease, or upon the termination of Lessee's right of possession, whether by lapse of time or at the option of Lessor, Lessee will at once surrender possession of the Subject Property and dispose of personal property and Improvements as described in Section 1.3. If possession is not immediately surrendered, Lessor may reenter the Subject Property and Improvements and repossess itself of it as of its former estate and remove all persons and their personal property, without being deemed guilty of any manner of trespass or forcible entry or detainer. Lessor may at its option seek expedited consideration to obtain possession if Lessor determines that the Lease has terminated as described in the first sentence of this paragraph, and Lessee agrees not to oppose such expedited consideration.

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

Section 14.4 Waivers and Surrenders To Be In Writing.

No covenant or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver be in writing, signed by Lessor, or Lessor's agent duly authorized in writing and shall apply only with respect to the particular act or matter to which the consent is given. It shall not relieve Lessee from the obligation, wherever required under this Lease, to obtain the consent of Lessor to any other act or matter.

ARTICLE XV LESSOR'S TITLE AND LIEN

Section 15.1 Lessor's Title and Lien Paramount.

Lessor will hold title to the Subject Property.

Section 15.2 Lessee Not To Encumber Lessor's Interest.

Lessee shall have no right or power to and shall not in any way encumber the title of Lessor regarding the Subject Property. The fee-simple estate of Lessor in the Subject Property shall not be in any way subject to any claim by way of lien or otherwise, whether claimed by operation of law or by virtue of any express or implied lease or contract or other instrument made by Lessee. Lessee's interest in the Improvements shall in all respects be subject to the paramount rights of Lessor in the Subject Property.

ARTICLE XVI REMEDIES CUMULATIVE

Section 16.1 Remedies Cumulative.

No remedy conferred upon or reserved to Lessor shall be considered exclusive of any other remedy, but shall be cumulative and shall be in addition to every other remedy given under this

Lease or existing at law or in equity or by statute. Every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by Lessor. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any right or power, nor shall it be construed to be a waiver of any default or any acquiescence in it.

Section 16.2 Waiver of Remedies Not To Be Inferred.

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

Section 16.3 Right to Terminate Not Waived.

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

ARTICLE XVII SURRENDER AND HOLDING OVER

Section 17.1 Surrender at End of Term.

On the last day of the last Lease year of the original Term, or on the earlier termination of the Term, Lessee shall peaceably and quietly leave, surrender and deliver the entire Subject Property to Lessor, subject to the provisions of Section 1.3, in good repair, order, and condition, reasonable use, wear and tear excepted, free and clear of any and all mortgages, liens, encumbrances, and claims. At the time of the surrender, Lessee shall also surrender any and all security deposits and rent advances of Sublessees to the extent of any amounts owing from Lessee to Lessor. If the Subject Property is not so surrendered, Lessee shall repay Lessor for all expenses which Lessor shall incur by reason of it, and in addition, Lessee shall indemnify, defend and hold harmless Lessor from and against all claims made by any succeeding Lessee against Lessor, founded upon delay occasioned by the failure of Lessee to surrender the Subject Property.

Section 17.2 Rights Upon Holding Over.

At the termination of this Lease, by lapse of time or otherwise, Lessee shall yield up immediately possession of the Subject Property to Lessor and failing to do so agrees at the option of Lessor, to pay to Lessor for the whole time such possession is withheld, a sum per day equal to one hundred and seventy-five percent (175%) times 1/365th of the aggregate of the Rent paid or payable to Lessor during the last year of the term of the Lease. The provisions of this Article shall not be held to be a waiver by Lessor of any right or reentry as set forth in this Lease, nor shall the receipt of a sum, or any other act in apparent affirmance of the tenancy, operate as a waiver of the right to terminate this Lease and the Term granted for the period still unexpired for any breach of Lessee under this Lease.

ARTICLE XVIII MODIFICATION

Section 18.1 Modification.

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

ARTICLE XIX INVALIDITY OF PARTICULAR PROVISIONS

Section 19.1 Invalidity of Provisions.

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

ARTICLE XX APPLICABLE LAW AND VENUE

Section 20.1 Applicable Law.

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

ARTICLE XXI NOTICES

Section 21.1 Manner of Mailing Notices.

In every case where under any of the provisions of this Lease or otherwise it shall or may become necessary or desirable to make or give any declaration or notice of any kind to Lessor or Lessee, it shall be sufficient if a copy of any declaration or notice is sent by United States Postal Service, postage prepaid, return receipt requested, addressed: If to Lessor at: Municipal Administrator, City and Borough of Sitka, Alaska, of 100 Lincoln Street, Sitka, Alaska 99835, with a copy to: Municipal Clerk at address listed above; and if to Lessee, at: the address set out in the Preamble. Each party from time to time may change its address for purposes of receiving declarations or notices by giving written notice of the changed address, to become effective seven (7) days following the giving of notice.

Section 21.2 Notice to Leasehold Mortgagee and Secured Parties.

Lessor shall provide each Leasehold Mortgagee and Secured Party, who has so requested, copies of all notices from Lessor to Lessee relating to existing or potential default under, or other noncompliance with the terms of this Lease. All notices, demands or requests which may be required to be given by Lessor or Lessee to any Leasehold Mortgagee and Secured Parties shall be sent in writing, by United States Postal Service, registered or certified mail or express mail, postage prepaid, addressed to the Leasehold Mortgagee at a place as the Leasehold Mortgagee may from time to time designate in a written notice to Lessor and Lessee.

Section 21.3 Sufficiency of Service.

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

Section 21.4 When Notice Deemed Given or Received.

Whenever a notice is required by this Lease to be given by any Party to the other Party or by any Party to a Leasehold Mortgagee, the notice shall be considered as having been given when a registered or certified notice is placed in the United States Post Office mail as provided by this Article. It shall be deemed received on the third business day thereafter. For all purposes under this Lease of starting any time period after notice, the time period shall be conclusively deemed to have commenced three (3) business days after the giving of notice, whether or not it is provided that a time period commences after notice is given or after notice is received.

ARTICLE XXII MISCELLANEOUS PROVISIONS**Section 22.1 Captions.**

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

Section 22.2 Conditions and Covenants.

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

Section 22.3 Entire Agreement.

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

Section 22.4 Time of Essence as to Covenants of Lease.

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

ARTICLE XXIII COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES AND TO RUN WITH THE SUBJECT PROPERTY**Section 23.1 Covenants to Run with the Subject Property.**

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

ARTICLE XXIV ADDITIONAL GENERAL PROVISIONS

Section 24.1 Absence of Personal Liability.

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

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

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

Section 24.3 Binding Effects and Attorneys Fees.

This Lease shall be binding up and inure to the benefit of the respective successors and assigns of the Parties hereto. In the event of litigation over this Lease, the Parties agree that the prevailing party shall receive full reasonable attorney's fees.

Section 24.4 Duplicate Originals.

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

Section 24.5 Declaration of Termination.

With respect to Lessor's rights to obtain possession of the Subject Property or to revest title in itself with respect to the leasehold estate of Lessee in the Subject Property, Lessor shall have the right to institute such actions or proceedings as it may deem desirable to effectuate its rights including, without limitation, the right to execute and record or file with the Recorder of the Sitka Recording District, a written declaration of the termination of all rights and title of Lessee in the Subject Property, and the revesting of any title in Lessor as specifically provided in this Lease.

Section 24.6 Authority.

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

Section 24.7 Recordation.

The parties agree that the Lease will be no be recorded. At the request of either party, the parties shall execute a memorandum of the Lease for recording purposes in lieu of recording this Lease

in such form as many be satisfactory to the parties or their respective attorneys. Each party shall bear their own related expenses, including attorney fees. Lessor shall pay for all recording fees.

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this_____ day of _____, 2021, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

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

[ADDITIONAL SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

SHARON WILLIAMSON

Date

Printed Name: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Sharon Williamson.

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

LISA WILLIAMSON

Date

Printed Name: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Lisa Williamson.

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



Sawmill Creek Road

Cannon Island Drive

129

100

102

1382

1392

1404

1406

1410, 1410, 1410, 1410, 1410

1410

1502

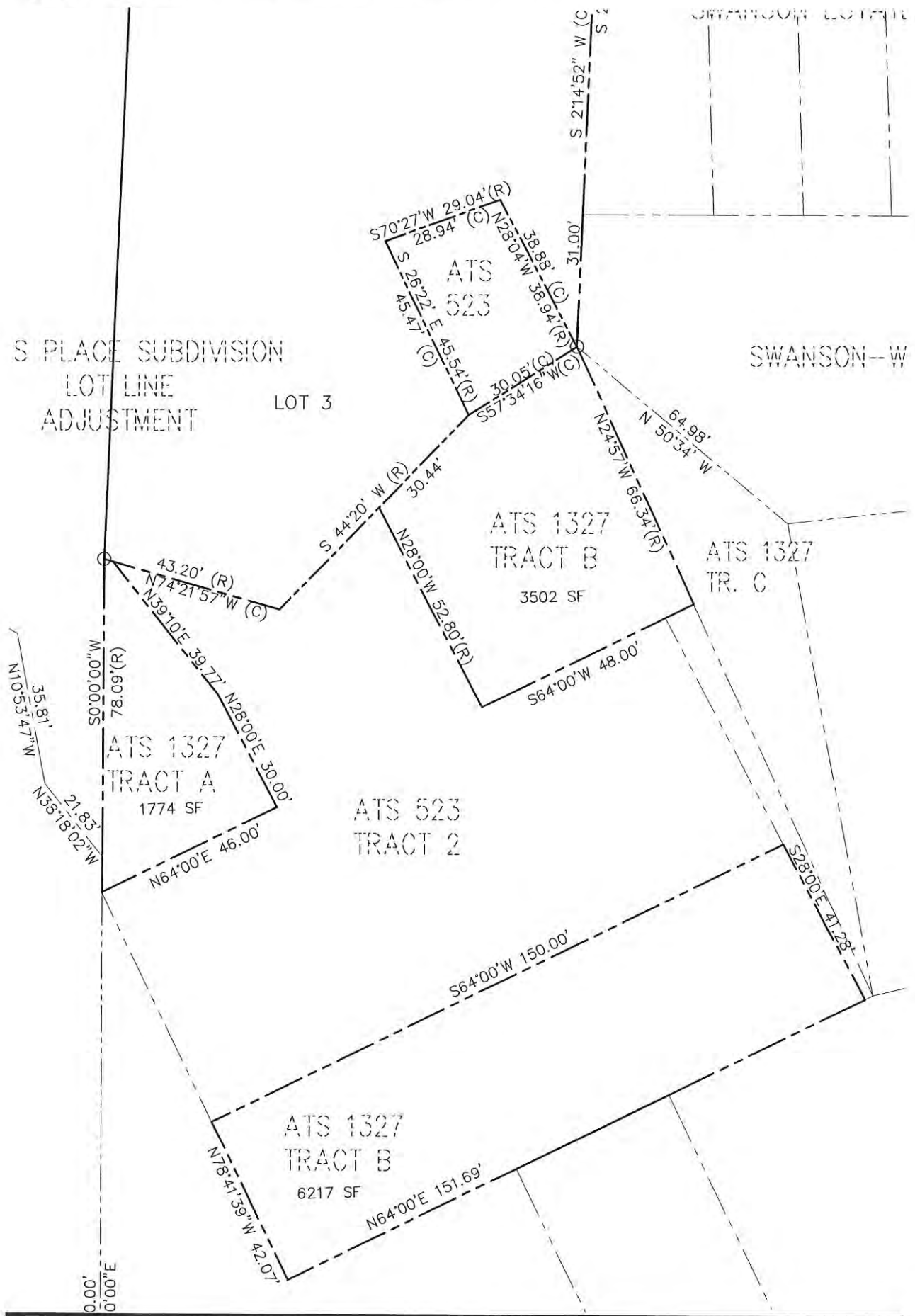
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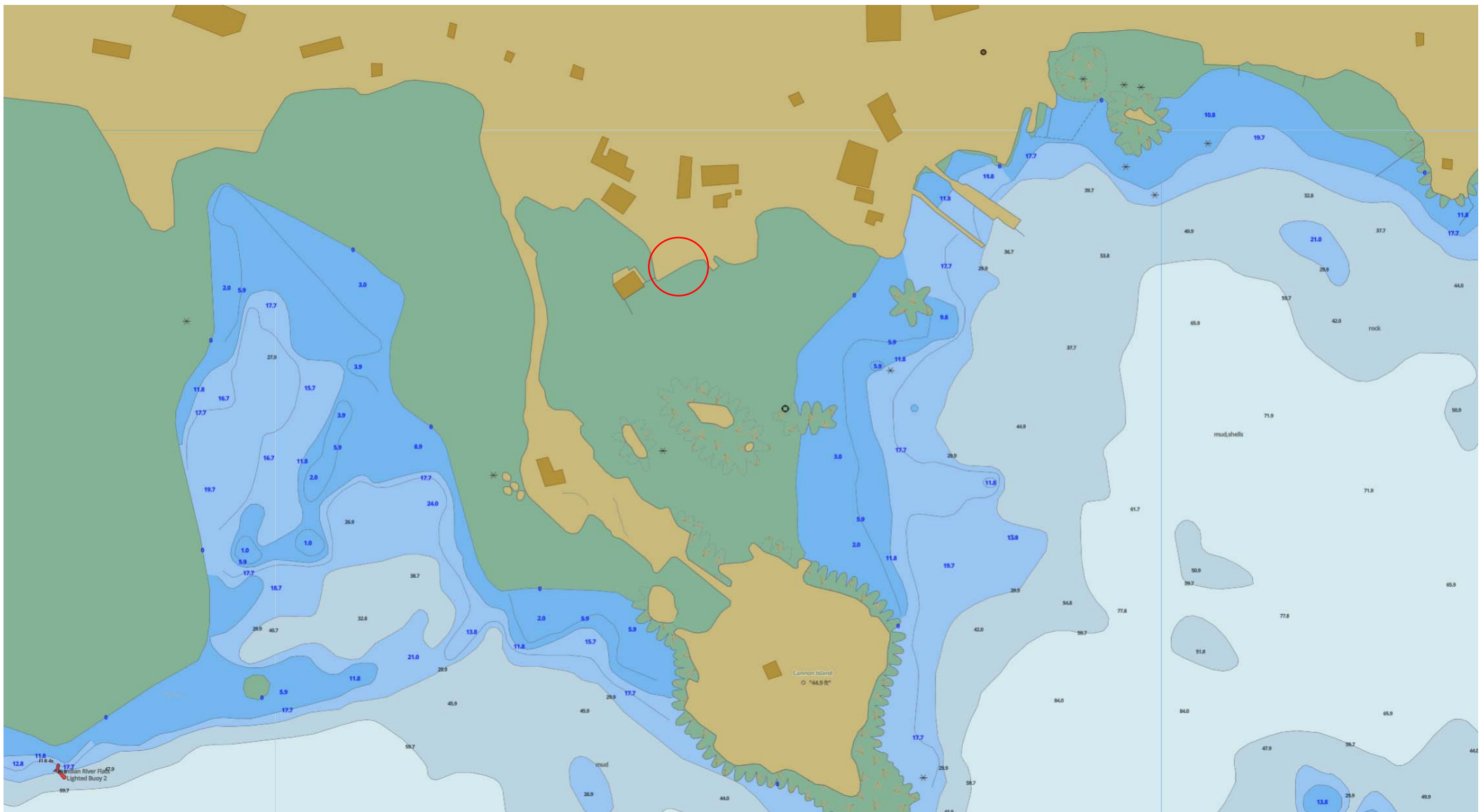
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Site Plan and Current Plat











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.

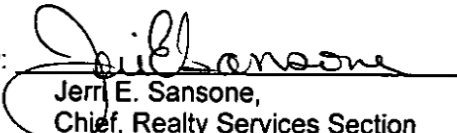
[Signature Page to Follow]

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.

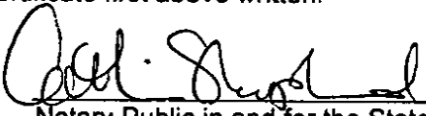
In Testimony Whereof the State of Alaska has caused these presents to be executed by the Director of the Division of Mining, Land and Water, Department of Natural Resources, State of Alaska, pursuant to delegated authority, this 1st day of July, 2010.

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 #: ORD 21-39 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 10/21/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Making supplemental appropriations for Fiscal Year 2022 (Solid Waste Compactor)

Sponsors:

Indexes:

Code sections:

Attachments: [01 Motion Ord 21-39](#)
[02 Transfer Station Compactor Assembly Memo 08.13.2021](#)
[03 Ord 21-39](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-39 on first reading making supplemental appropriations for Fiscal Year 2022 (*Solid Waste Compactor*).



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
Michael Harmon, Public Works Director
Melissa Haley, Finance Director

Date: October 20, 2021

Subject: Budget Adjustment Ordinance for the Installation of a Municipal Solid Waste Compactor at the Sitka Transfer Station

Background

On May 11, 2021, the City and Borough of Sitka (CBS) Assembly was given a presentation by representatives of Republic Services on fire risk at sea related to the transport and disposal of municipal solid waste (see attached presentation materials). Republic Services is requesting CBS transition to compacted municipal solid waste in closed top containers to minimize fire danger. Republic Services analyzed several different options for loading closed top containers in Sitka and concluded that a compactor provides the best long-term solution. Approval of this item will provide the necessary funding to install a municipal solid waste compactor at the Jarvis Street Transfer Station.

At the July 13, 2021 Assembly meeting, the Administrator was directed to negotiate with Republic Services to further define their intended offer to CBS. Attached is the June 10, 2021 CBS proposal to Republic Services and their October 11, 2021 response letter. The key takeaways of their counter proposal are as follows:

- A new annual shipping rate increase to CPI-U or 85% of GRI, whichever is less.
- "Favorable shipping rates" for associated compactor equipment and temporary storage at the AML yard
- Language stating that Sitka would not face claims for liability from Republic or AML if a fire were to occur in a closed top container properly loaded with acceptable waste.

The Public Works Department has developed a \$3,000,000 budget for engineering design, compactor procurement, and construction to modify the Transfer Station.

For additional background please reference the attached correspondence.

Analysis

Although adding a compactor to the transfer station will come with additional operational expenses, it is anticipated that increased compaction will create a net annual operating reduction of approximately \$26,700. In addition to being more fire resistant, closed top compacted waste will have the benefit of keeping garbage much less accessible to animals.

Schedule

Phase 1: Compactor procurement will include a technical memorandum, engineering design documents, compactor fabrication, delivery, and onsite testing to be completed within approximately 5 months following budget approval.

Phase 2: Transfer Station upgrades will include a technical memorandum, construction documents, operations and maintenance manual, bidding, construction management, and startup to be completed within approximately 12 months following budget approval.

Fiscal Note

Funding for this project is not available from the Solid Waste Fund's working capital, as the fund is still working to regain positive unrestricted working capital. Current rates of inflation will likely result in further negative cash position in the future, though the trend is in the right direction. As the fund cannot support an investment of this level, we propose a loan from the Southeast Economic Development Fund (SEDF) in the amount \$2,790,000 with an additional \$210,000 coming from the General Fund.

A rough estimate of potential net savings resulting from the installation of the compactor, when factoring in additional charges of operations, will save about \$27,000 per year for the fund once in operation.

In order to keep rate increases as low as possible, we recommend that the loan from the SEDF be paid back over 30 years at 0% interest rate. We further recommend that the portion funded by the General Fund be treated as a subsidy to further pass on savings to ratepayers. Even so, the principal repayment of the 30-year loan from the SEDF will cost \$93,000 per year, which will delay the point at which the fund reaches positive unrestricted working capital.

Of note, the amount of proposed borrowing from the SEDF will use all available working capital in the fund, and with no interest being generated, will result in less funding to the Building Maintenance Fund (to which interest generated by SEDF funds is transferred). It is also important to point out that by not charging interest the buying power of the funds that will eventually be paid back to the SEDF will be diminished as inflation increases. In recent year, the SEDF funds have only been used to fund governmental project that will increase the efficiency of local government.

Recommendation

Approve a supplemental capital appropriation in the amount of \$3,000,000 (including a \$210,000 subsidy from the General Fund and a \$2,790,000 loan from the SEDF) to fund the acquisition and installation of a compactor at the Sitka Transfer Station as requested by Republic Services to mitigate fire risk during off island barge transport. Approval of this ordinance will also authorize the Municipal Administrator to develop and execute an amendment to the contract with Republic Services in accordance with the October 11, 2021 response letter from Republic Services, and it will authorize the Municipal Administrator to negotiate and execute changes to the Transfer Station contract with Alaska Waste for the additional scope of work to operation and maintain a municipal compactor for the remaining term of the contract.

Encl: Alaska Marine Lines letter of 8/17/2020
Republic Services letter of 8/31/2020
CBS letter of 10/9/2020
Republic Services letter of 10/21/2020
CBS letter of 10/22/2020
Republic Services letter of 4/9/2021
Republic Services letter of 5/5/2021
Republic Services presentation slides of 5/11/2021
Alaska Marine Lines letter of 5/19/2021
Republic Services letter of 6/8/2021
CBS letter of 6/10/2021
Alaska Marine Lines letter of 9/29/2021
Republic Services letter of 10/11/21



October 11, 2021

Mr. John Leach
Municipal Administrator
City and Borough of Sitka
100 Lincoln Street, Room 305
Sitka, AK 99835

Re: Mechanically Compacted Waste Transition

Dear Mr. Leach,

Republic Services is proud of our nearly 20-year partnership with the City and Borough of Sitka (CBS). As your preferred solid waste service provider, our shared commitment to safe, reliable, and environmentally responsible service is reflected in the services provided through our long-term agreement.

This letter is a follow-up to the meeting that was conducted on September 24, 2021 regarding compacted waste between Republic Services and CBS staff.

As you are aware, Republic Services has had an ongoing engagement with Alaska Marine Lines along with our partner communities in Southeast Alaska, including CBS, to address concerns regarding the fire risk associated with waste transported in open top containers on AML Barges. We have appreciated the patience of all partners while working through this important safety issue.

Based on our most recent conversations with our partners at CBS Staff and AML, we believe that the parties are in agreement that Sitka would not face claims for liability from Republic or AML if a future fire were to occur in a closed top container properly loaded with acceptable waste, as defined in our agreements.

Republic Services further believes that along with increased safety and environmental protection provided through compacted waste in closed top containers, CBS will realize additional economic benefit through cost avoidance by maximizing payload, thus reducing number of containers transported annually. .

To further signal their desire for compacted waste, AML has provided to Republic the attached letter that confirms their willingness to shift the annual price increase mechanism to a more favorable index based on CPI-U, rather than the current Surface Transportation Tariff.

During the September 24th meeting, Republic provided the City the following comparison of the proposed CPI (Drafted by AML) compared to current increases allowed under the CBS and Republic Transportation and Disposal agreement:

	Increase allowed by existing contract	Increase by proposed BLS CPI index method
2018	3.83%	2.58%
2019	3.06%	2.85%
2020	3.19%	2.81%
2021	4.25%	2.36%

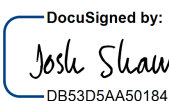
The rates in this agreement will be increased but not decreased annually on October 16, by the amount of change in the year to year CPI as reported by the US Bureau of Labor Statistics Series ID: CUUR0400SA0LE or 85% of GRI, whichever is less."

In addition to concessions to the transportation annual PI methodology, AML is further offering to provide the City favorable shipping rates for associated compactor equipment and temporary storage at the AML yard in Sitka until installation can be completed at the Sitka transfer facility.

Republic Services values our partnership with the City and Borough of Sitka. We greatly appreciate your willingness to work through this process and to reach mutually agreeable solutions.

Please let me know if our team can provide you with any additional information to assist in your planning and deliberations on this matter.

Sincerely,

DocuSigned by:

 DB53D5AA50184C0...

Josh Shaw
 General Manager, Washington Post Collections
 Republic Services



09/29/2021

Matthew Pederson, Steve Gilmore
Republic Services

Gentlemen,

We appreciate the update on your most recent meeting with the representatives of the City and Borough of Sitka (CBS) and are very pleased to understand that they are prepared to move forward with transportation of compacted waste in closed containers.

As discussed, AML is prepared to amend our current contract with Republic Services, Inc to include language in Schedule 8C.5 addressing rate adjustments. The current language reads as follows:

The initial rates for the Sitka Subcontracted Services are set forth in Section 4 of this Schedule 8C, and such rates shall become effective on October 16, 2015 and continue until October 15, 2016. Beginning on October 16, 2016 and on each October 16th thereafter during the term of this agreement, the rates will be subject to an increase equal to 85% of the most recent general rate increase published in AML's Surface Transportation Board tariff. The rates in this attachment including annual increases are valid through October 15, 2020 at which time they may be renewed, adjusted or cancelled per the terms of Section 2 of this Schedule 8C.

When CBS is prepared to transport compacted waste in closed containers, we would propose the following amended language:

The rates in this agreement will be increased but not decreased annually on October 16, by the amount of change in the year to year CPI as reported by the US Bureau of Labor Statistics Series ID: CUUR0400SA0LE. The information can be found at the following site: <https://data.bls.gov/cgi-bin/srgate>. The increase amount will be the most recent full year annual change.

We look forward to continuing to provide services to you and Sitka. Our hope has been that Republic Services, City and Borough of Sitka and AML could work together to solve this safety concern and are pleased that an acceptable solution that also provides for the safety is being agreed to by all parties.

Thank you for your work on this issue. AML greatly appreciates the business relationship we enjoy with Republic Services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Kelly', with a stylized flourish at the end.

Dan Kelly – Vice President
Alaska Marine Lines, Inc.



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

June 10, 2021

Mr. Joe Allen-Thompson
General Manager, Washington Post Collection
Republic Services
54 S. Dawson St.
Seattle, WA 98134

Re: CBS Proposal for Reducing Fire Risk in Municipal Solid Waste (MSW)

Dear Mr. Allen-Thompson,

This letter serves as the City and Borough of Sitka's (CBS) official proposal to address the new shipping requirements presented by Republic Services (RS). We are excited to hear that RS is willing to work toward a solution to the shipping requirements being imposed on RS by Alaska Marine Lines (AML).

In AML's letter to CBS of August 17, 2020, AML states that they require "baled" waste in "hard-top closed containers." As we have previously stated, the letter is notice from AML which is a company not in contractual privity with the CBS. In your letter to the CBS on August 31, 2020, you requested a "transition to compacted waste in closed top containers," however, no cost allocation or timeline was proposed with the request.

In AML's letter of May 19, 2021 to RS, AML states that they provided written notice to RS in September, 2017 that they would "only accept compacted waste in closed containers in the future." Was this notification provided to the CBS in any official documentation from RS, and if so, when? We believe that this requirement would be significant enough to pass on the CBS immediately after notification was received.

AML also claims that the CBS "has not committed to using closed containers to improve safety." It is still our belief that it is not for the CBS to commit to using closed containers, rather RS must commit to using closed containers. CBS has previously proposed the use of removable hard top, closed containers and agrees to cooperate in that regard. However, we do not concur that further mechanical compaction is also required to address fire risk as we currently compact our MSW by alternative means.

AML states that the CBS considers mechanical compaction "a solely financial decision." This conclusion ignores CBS' position that there lacks any material data that additional compaction would significantly improve fire risk beyond the mechanical compaction already applied at the transfer station. We analyzed the decision to incorporate additional compaction on a simple cost/benefit analysis since we believe fire risk is adequately addressed by the incorporation of closed containers. Although we have demanded the information, no studies have been presented to the CBS showing the increased safety of incorporating additional compaction. CBS takes issue with the insinuation that we view this as "a solely financial decision" as we took early action and worked diligently to improve our waste sorting efforts well beyond

other communities, including communities with closed containers. Furthermore, the imposition of a 50% shipping increase by AML appears to also be “solely financial” given their prior stance that shipments would cease on a specified date if the fire risk issue were not addressed.

AML has informed RS that they will be charging higher rates, effective July 1, 2021, unless the MSW is compressed and transported in closed containers by December 31, 2021. In this respect, AML requires a mutually agreed addendum to the Contract between RS and AML. Once again, AML is not in contractual privity with the CBS. AML further requires that RS and AML be allowed to adjust rates if other transport methodologies become available which improve fire safety but cost more. This approach essentially provides AML and RS the freedom to demand new shipping requirements with little to no evidence to support the requirements and pass the costs, however high they may be, to the CBS.

Section 8.1 of our contract establishes “Base Service Fees,” which provide a rate per ton which includes a “Transport Component.” For the 48’ containers, the rate is \$134/ton with a \$76/ton Transport Component, and a 29-ton minimum payload applies (or \$2,204/container for the minimum Transport Component). Section 8.2 provides for adjustment of the Transport Component of the Base Service Fee for Waste in proportion with any increase in the minimum container charge or other transport fees. AML states the “present rate for open top containers” is \$90.18/ton (\$2,615/container). Since the execution of the current contract in 2017, the Transport Component has increased 19% with little to no justification or data to justify the increase.

There appears to be no provisions for notice and explanation of adjustments to the Transport Component. Although, under section 8.4(b), written notice and explanation, with full documentation, is required by the CBS in order to decrease service fees, and RS has 30 days to respond. In its letter of May 19, 2021, AML notifies RS that its rate will be increased to \$131.56/ton (\$3,815/container), and AML provides an insufficient explanation for the increase, i.e., “to account for the costs of special handling and risk including segregation from other cargo on the barge and at terminals.” No documentation or proof is provided to substantiate the claim. The CBS views this explanation as entirely unsatisfactory and rejects it. By not following the process outlined in section 8.3(b), or any similar process, RS has led the CBS to be suspicious of the increase in service fees demanded by AML and wonders how RS was involved with AML’s demand.

The CBS formally rejects the increase proposed to RS until documentation is provided and the process outlined in section 8.3(b) is followed. We require RS to itemize all costs that support the increase.

Section 6.1(a) of our contract imposes the responsibility on RS to transport and dispose of waste already loaded by CBS into containers provided by RS. There is no mention of compacting the waste or providing closed containers in the contract. Section 6.1(c) requires RS to provide containers “necessary to perform,” which reasonably implies that RS is responsible for the cost of closed containers. Section 6.4(a) requires RS to provide CBS with an “adequate supply” of containers, but there is no mention of closed containers. However, subpart (b) requires RS to keep containers “in good working order and repair.” This also reasonably implies that RS is responsible for the cost of closed containers. Section 7.1(d) requires CBS to load “acceptable waste,” but makes no mention of compacting waste or using closed containers.

Until formal studies prove otherwise, the CBS continues to believe that further mechanical compaction is unnecessary, so long as closed containers are used. If studies show (as was demanded of RS in CBS’ letter of October 22, 2020) that further mechanical compaction is reasonable to satisfy the fire risk for AML, CBS

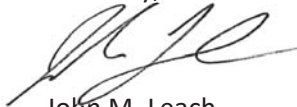
will accept the responsibility to provide additional mechanical compaction under the following terms (pending Assembly approval):

1. If AML demands further mechanical compaction in closed containers as **the only** option to address fire risk, then RS will assume all fire liability once the containers leave the CBS transfer station.
2. RS must agree to a flat rate shipping set at the current 29-ton rate. RS claims that we have historically been shipping under our minimum weight, so it is reasonable to assume that if we achieve our minimum weights with increased compaction, the CBS will have an avenue to “break even” on the investment which will minimize the increased capital cost burden on the rate payers of Sitka.
3. RS commits to removing all reference to shipping rate increases, except those increases due to “uncontrollable circumstances,” from the Contract and specify a one percent (1%) per year escalator on shipping for the remaining term of the contract.
4. RS acknowledge that shipping rate changes by their subcontractor do not qualify as an “uncontrollable circumstance” as defined by Section 1.37 on the Contract.
5. RS acknowledges their right to inspect all MSW prior to acceptance from the transfer station. Accepting the MSW without inspection implies that the shipment contains no “unacceptable waste.” After acceptance, the burden of proof as it pertains to “unacceptable waste” belongs solely to RS.
6. RS commits to a one-year adherence to current shipping rates, effective from the date of a contract addendum, to allow the CBS to construct and install the necessary infrastructure.

The CBS has always been sensitive to the inherent fire risk of MSW which is evident in the continuous improvements we have incorporated at our transfer station. We see the above proposed terms as a way to solve the issue collaboratively without negatively affecting our rate payers. The CBS is unable to afford an increasing cost of capital **and** an increasing cost of a contract. The CBS believes that if RS does not accept these terms as proposed, then the issue was never about the fire risk. We are offering a solution that can work for all parties who are committed to addressing fire risk and safety at sea rather than making this “a solely financial decision.”

We look forward to the continued partnership and, pending Assembly approval, stand poised to begin the acquisition of the necessary equipment and the modification of our existing contracts. We respectfully request your response to these terms by close of business, June 16, 2021, in order to seek Assembly approval for the commitment at our June 22, 2021 Assembly meeting.

Sincerely,



John M. Leach
Municipal Administrator

Cc: Alaska Marine Lines
Alaska Waste Management
City and Borough of Sitka Assembly
Senator Stedman
Representative Kreiss-Tomkins

Encl: Alaska Marine Lines letter of 8/17/2020
Republic Services letter of 8/31/2020
CBS letter of 10/9/2020
Republic Services letter of 10/21/2020
CBS letter of 10/22/2020
Republic Services letter of 4/9/2021
Republic Services letter of 5/5/2021
Alaska Marine Lines letter of 5/19/2021
Republic Services letter of 6/8/2021



54 S. Dawson St.
Seattle, WA 98134
cell: 509.808.9909

June 8, 2021

Mr. John Leach
Municipal Administrator
100 Lincoln St.
Sitka, Alaska 99835

Subject: In Person Meeting Request

Dear Mr. Leach,

I would like to follow up on our commitment from our May 19th meeting to propose some dates in the month of July to allow us to meet in person and continue to discuss our ongoing partnership.

I would like to request a meeting with yourself and Mayor Eisenbeisz to allow Northwest Director of Operations Don Tibbets, Northwest Director of Municipal James Hutchinson and I to answer any questions that you may have and continue to work together to address the City and Borough of Sitka's needs regarding Fire Mitigation efforts associated with the Transportation and Disposal of Municipal Solid Waste.

We are requesting to meet on either July 13th or July 27th to allow us further collaborate on ways that Republic Services can further partner with you in addressing the transportation concerns of our barge partners at Alaska Marine Line for the safe transportation of containerized municipal solid waste.

As part of this conversation, We would like to discuss your intent regarding Republic Services' offer to sell a previously used 1996 AMFAB Trans-Pack TP 2500 Pre-Loader Compactor, along with transportation of the unit and additional funding support up to \$25,000 towards the cost of refurbishment of the Compactor.

Additionally, we find it valuable to make a return to in person meetings to further our ongoing relationship and build a stronger bond between Republic Services and the City and Borough of Sitka leadership after the long pandemic separation. The relationship between our teams is important to us and we hope that this will be the first step to normalizing relations to bring us back closer together, after such a difficult time.

I personally look forward to scheduling this meeting to express my continued gratitude toward you and your staff for your continued partnership and contributions towards addressing the shared challenges that we face.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew".

Matthew Pederson
Municipal Manager, Washington Post Collection
54 S. Dawson St.
Seattle, WA 98134
Cell: 509.808.9909
mpederson@republicservices.com



Alaska Marine Lines, Inc.
P. O. Box 24348
Seattle, WA 98124-4348
(206) 763-4244

May 19, 2021

Matthew Pederson
Municipal Manager
Republic Services
104 S. Freya, Suite 226A
Turquoise Flag Building
Spokane, WA 99202
VIA EMAIL: mpederson@republicservices.com

Re: City and Borough of Sitka (Sitka) Municipal Solid Waste (MSW) Safety Hazard

Dear Mr. Pederson:

Alaska Marine Lines values our partnership and the work done with Republic Services to provide safe, reliable and cost-effective transportation solutions for the MSW generated by the communities we service in SE Alaska. In our 25 years of working together, no challenge has been more important than eliminating the fire risk due to the transportation of non-compacted MSW in open top containers.

Since 2006, MSW generated by Sitka and loaded into open top containers has resulted in four serious fires. Two of these fires ignited on our barges and resulted in significant efforts by ourselves and firefighters to extinguish. The cost associated with these responses along with the repairs and clean up were a substantial expense to AML. Even though these events were costly and impacted all the communities we serve, we believe the loss could have been significantly worse. The other two fires ignited in containers on AML chassis at the Sitka transfer facility in 2020 and upon investigation undertaken by Sitka were found to most likely have been ignited from hazardous unacceptable waste which was loaded into the containers at the Sitka transfer station.

After the fire in September 2016, the focus for Republic Services and AML has been to educate the communities and work with them to eliminate this risk. In September 2017, we provided written notice to Republic that the continued risk of carrying MSW in open containers was too great and that it was AML's intention that we would only accept compacted waste in closed containers in the future.

After the latest fire in an open-top container of non-compacted MSW last September 2020 at our Ketchikan Facility, it was clear that the combined efforts of our companies had not been enough so we sent you written notice that as of June 1, 2021 AML would no longer be able to accept MSW for shipment unless it was compacted and loaded to closed containers. Sitka, to date, has not committed to using closed containers to improve safety. Every other Southeast Alaska community transporting MSW compacts its waste for shipment in closed containers, or is actively working to that end.

For AML, this issue has always been about safety since we began discussing it with you in earnest in 2017. We have never wanted this to be about money or freight rates. Sitka on the other hand seems to consider this a solely financial decision. Sitka has had no financial impact from the barge fires started by their MSW. AML has suffered 100% of the serious cost of these fires.

Reluctantly, we will continue to transport Sitka MSW, but must begin charging a higher rate to help defray the increased costs we are and have been incurring, and additional interim steps that must be taken to improve safety. Unfortunately, these steps are likely more costly than compressing the MSW and moving it in closed containers.

The following are rate actions that AML will implement effective July 1, 2021:

The present 40' container rate will remain with no increase at \$81.88 per ton with a \$2375.00 minimum but will only apply on mechanically compacted waste in closed containers. Use of this rate would result in an immediate transportation cost savings for Republic and Sitka.


The present rate for 48' open top containers of MSW Sitka to Seattle is \$90.18 per ton with a \$2615.00 container minimum. To account for the costs of special handling and risk including segregation from other cargo on the barge and at terminals, this rate will be increased to \$131.56 per ton with a \$3815.00 per container minimum.

Further AML informs Republic services and its customers that we will seek 100% restitution from any fire or other incident created by MSW on our barges, trucks and terminals.

AML would much prefer to move safe cargo than to charge higher rates to cover the costs of moving dangerous cargo that could ignite at any time, jeopardizing the entire barge and cargo. As a gesture of good faith, we are willing to forego collecting the increased portion of our invoices so long as RDC and Sitka are actively working toward compressing Sitka MSW and shipping in closed containers. However, if that goal is not achieved by December 31, 2021 all accrued charges will be immediately due and payable. This proposal and its terms would have to be mutually agreed to and attached as a fully executed addendum to the MSW contract between Republic and AML. As this letter is being written, short and long term alternatives to provide for safety continue to be brought forth and need to be vetted. The addendum would also require that AML and Republic shall be allowed to adjust in the case that any new safer methods of carrying MSW become available which may come with other cost considerations.

We look forward to continuing to provide services to you and Sitka. AML greatly appreciates the business relationship we enjoy with Republic Services. It is our intention that this business relationship continue long term. Our long term goal will be to handle your cargo in the safest, cleanest, most efficient and cost effective ways possible. We trust that when Republic Services, City of Sitka and AML work together to solve this problem we will achieve an efficient program that also provides for the safety that is required.

Sincerely,
ALASKA MARINE LINES, Inc.



Kevin Anderson
President

cc: Mayor Steven Eisenbeisz; Assembly Members Thor Christianson, Valerie Nelson, Kevin Knox, Kevin Mosher, Crystal Duncan and Rebecca Himschoot; Sen. Bert Stedman; Rep. Jonathan Kreiss-Tomkins

Republic Services and Alaska Waste Fire Mitigation Recommendations



May 11, 2021



WASTE CONNECTIONS
Connect with the Future®

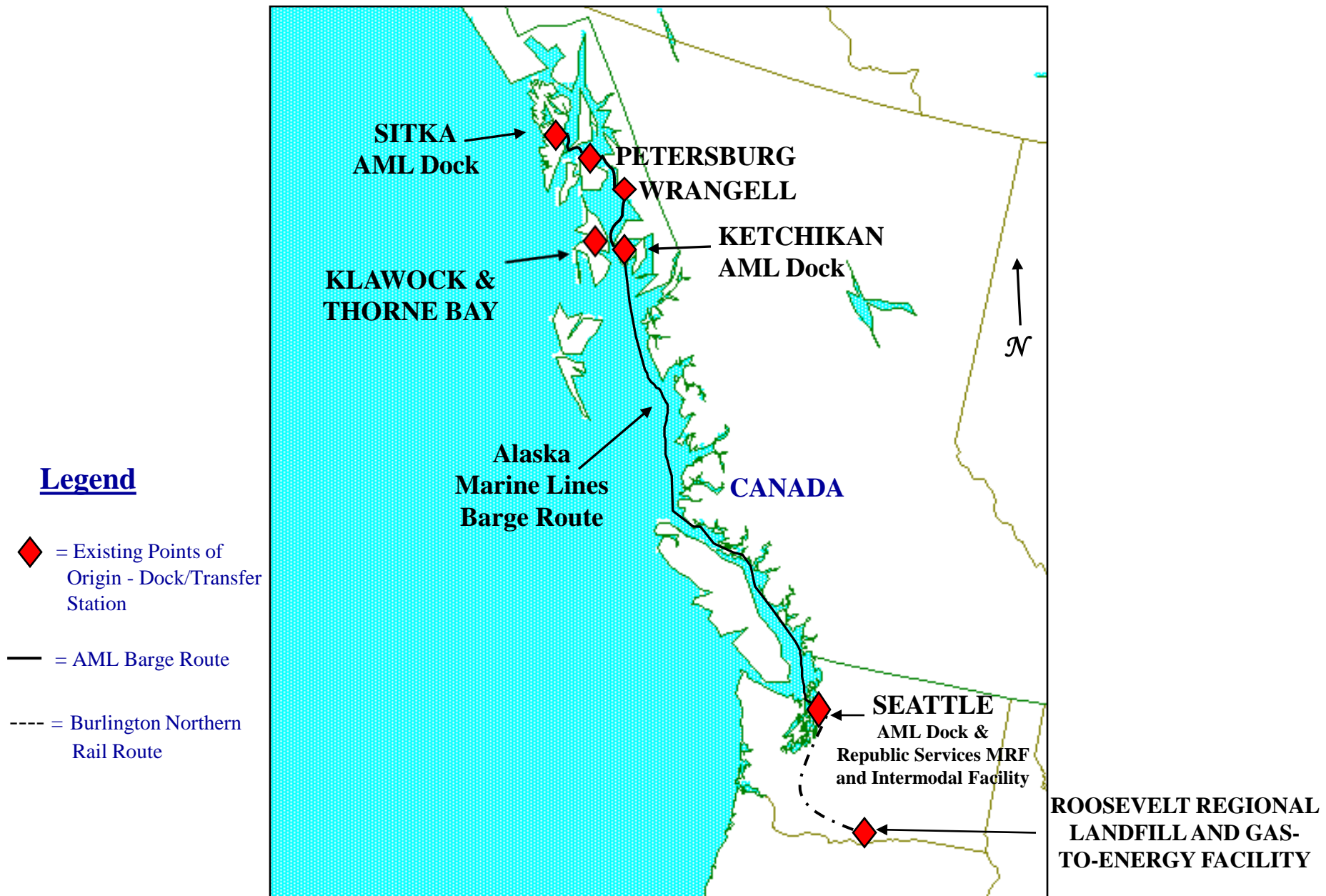


REPUBLIC
SERVICES



Solid Waste containers shipped by AML from Southeast Alaska to Republic Services for disposal at the Roosevelt Landfill

Existing Solid Waste and Recycling Regional System



Serving SE Alaska Since 1995: Utilizing Barge and Rail Service to Republic Services Roosevelt Regional Landfill



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Material & Transportation Safety



Brief History of Fires in Sitka Solid Waste

- Two Significant Fires on Alaska Marine Lines Barges
 - 2010
 - 2016
- 2016 AML notified Republic Services of their intention to discontinue service of MSW Loads in open top containers
- 2017 Republic Services & AML began to work with local communities to educate on Unacceptable Waste and Fire Mitigation measures with a goal of achieving compacted waste in closed top containers
- Two Fire Responses at Sitka Transfer Facility in Summer of 2020
- Additional Unrelated Fire from Neighboring Community (Wrangell) in Fall of 2020 burning 2 loads of MSW at AML's Ketchikan Facility
- October 15, 2020 AML Notified Republic Services of their intent to refuse service of open top equipment effective June 1st, 2021 unless significant measures are adopted to mitigate fire risk



Risks & Liabilities

Container Fires are an avoidable risk to public health and safety

Resulting damage to solid waste equipment and collateral property damage increases costs of services, loss of service, higher liability risks to partners and communities of Southeast Alaska.

Community of origin is liable for damages from improper handling of waste

Alaska Marine Lines is unable to continue to accept the risk of uncompacted waste shipments from Southeast Alaska.





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Sitka Stakeholders Group Approach

- Sitka MSW Stakeholders Group was formed with representation from:
 - City and Borough of Sitka Staff
 - Republic Services
 - Alaska Waste
 - Alaska Marine Lines

The goal of the Stakeholders group was to work collaboratively to evaluate all reasonable options and identify recommendations to mitigate future fire risk associated with current practices of processing Municipal Solid Waste



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Methodology of Compactions

- Current Top Loading Methods
 - Additions of Lids on Containers
 - Retrofitted Lids
 - New Purpose-Built Lidded Shoebox Style Containers
- Baled Material
 - Use of Existing Closed Top Units Supplied by Republic Services
 - Could be used with Retrofitted Lidded Container or Purpose-Built Shoebox Style Containers
- Pre-Loaded Compactor
 - Use of Existing Closed Top Units Supplied by Republic Services
 - No Impact to Current Transportation and Disposal Contract



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Retrofitted Lid System

- Two Piece 24' Lid system retrofitted to fit Current 48' Open Top Containers
- Does not seal Air-tight
- Need for additional handling costs to Remove and Replace Lids
- Additional maintenance costs
- Cost per unit approximately \$40K
- Initial Purchase of 50 Units \$2,000,000
- Lids can stay on while off loading at Landfill
- Not Currently widely used in Waste Industry





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Shoebox Lidded Container System

- Purpose-Built to provide for Lidded System
- Provides for an Air-tight seal
- Need for additional handling costs to Remove and Replace Lids at Transfer Facility
- \$12-15K
- Initial Purchase of 20-30 Units between \$250-350K





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Fully Enclosed Container System

- Fully Enclosed and Sealed container designed specifically to handle heavy MSW Material and protect the environment
- Built to be durable and withstand the riggers of Transfer and Transportation of MSW Material
- Currently in use as Part of Republic Services Waste By Rail System
- Available for immediate implementation with no additional costs





Potential Baler Expenses

Used Harris Gorilla or Centurion req. 480 volts	\$150,000 – \$200,000
Caterpillar P6000 Forklifts	\$55,000 - \$60,000
Portable Loading Ramps	\$20,000



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Potential Compactor Expenses

Used SSI 2500 Compactor	~ \$492,000
New SSI 2500 Compactor	~ \$900,000
Prototype Republic/SSI Compactor (under development)	~ \$525,000



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Republic Contribution to Pre-Load Compactor

- Republic Services has offered the City and Borough of Sitka the transfer of a 1996 AMFAB Trans-Pack TP 2500 Pre-Load Compactor
- Cost of Sale \$1.00 (USD)
- Unit is in current daily use at Republic's Ferndale, WA Transfer Facility
- Republic will commit \$25,000 towards the cost of refurbishment of Compactor
- Republic Services & Alaska Marine Lines will partner to transport the Compactor to Sitka at their own expense
- Sitka will be responsible for the installation of the unit at Transfer facility



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Transportation & Disposal Impacts

- The City and Borough of Sitka and Republic Services will have no additional impacts to the Transportation and Disposal Agreement with the implementation of either Bailed or Compacted Waste in Closed Top Containers
- With the prospect of a Retrofitted Lid System or Shoebox Style Containers, Additional expenses would need to be negotiated into the T&D Agreement to account for equipment costs and operational handling of the lids either at the Transfer Facility, AML Yard or Landfill.
- The CBS Solid Waste System would benefit from higher average container weights that provide economic benefit through the elimination of Under Weight Container Penalties



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Impact to the Transfer Station Operations

Changes in Transfer Methodology has significant impacts to the operations of the Facility

Baler Operations

- Transfer Station Traffic Routing
- Additional Equipment Needs
 - Baler
 - Fork Lift
 - Ramp
 - Construction and Demolition Material Processing
- Additional Staffing
- Additional Maintenance



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Impact to the Transfer Station Operations

Pre-Load Compactor Operations

- Need for some Transfer Station upgrades
- Compactor better fit for Current Transfer Station configuration
- Construction and Demolition Material can be processed using compactor
- Additional Staffing
- Additional Maintenance



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What if we do nothing?

As part of the Stakeholders evaluation, It was important to CBS Staff to explore the impacts of what would happen if the community elected to make no changes to the Solid Waste System and maintain service in Open Top Containers.

- Effective June 1, 2021 Alaska Marine Lines will discontinue service in open top containers without an adopted plan to transition to compacted waste in sealed containers
- Republic Services would be responsible under current Transportation and Disposal agreement to provide alternate shipping of CBS Solid Waste.
- Under current Transportation and Disposal Agreement, The City and Borough of Sitka would be responsible to pay all additional transportation fees for alternative service.



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Recommendations

As part of the Stakeholders evaluation, all reasonable options were evaluated for cost, operational impacts, systems durability and effectiveness in mitigating risk.

Based on all items considered, members of the Sitka Solid Waste Stakeholders Group representing Republic Services and Alaska Waste concur that the most effective methodology to provide security, certainty and the greatest economic benefit over the duration of the current T&D and Transfer Station Operations agreements for the Sitka Solid Waste System is to make the transition to Compacted Solid Waste in Closed Top Containers through the implementation of a Pre-Load Compactor at the Sitka Transfer Facility.

Thank You





54 S. Dawson St.
Seattle, WA 98134
www.republicservices.com

May 5, 2021

VIA E-MAIL AND U.S. MAIL

Mr. John Leach
Municipal Administrator
100 Lincoln St.
Sitka, Alaska 99835

Subject: Equipment Offer for Used Pre-Loader Compactor

Dear Mr. Leach,

As a follow up our earlier correspondence regarding the upcoming June 1, 2021 deadline to submit an adopted plan and timeline to Alaska Marine Lines to execute a transition to compacted Municipal Solid Waste in Closed Top Containers, I would like to again communicate our support to the City and Borough of Sitka (CBS) in meeting this mandate.

I would like to reiterate an offer previously made to the Staff of the City and Borough of Sitka for Republic Services to sell a previously used 1996 AMFAB Trans-Pack TP 2500 Pre-Loader Compactor that is scheduled for replacement at our Transfer Facility in Ferndale, WA later next month.

This unit has been maintained under Republic Services strict preventive maintenance protocols and is currently in working condition and is used daily at the facility. This is the same unit that Sitka Public Works Supervisor Harold Greene was shown as while touring the Ferndale Facility in October of 2019.

Republic Services will make this Compactor available to CBS for the price of \$1.00 (USD). In the spirit of providing further support to CBS for the transition to Closed Top Containers being required by Alaska Marine Lines, Republic Services will transport the Compactor to Sitka at our expense. In addition, Republic will commit \$25,000 towards the cost of any necessary refurbishment of the Compactor. Installation of the Compactor at the Sitka Transfer Station will be the responsibility of CBS.

At this juncture and with the approach of AML's June 1, 2021 deadline, Republic Services is seeking the Sitka Assembly's commitment to proceed with this proposed transition plan. Upon receipt of the commitment, we will immediately begin the planning process to transfer the Compactor to the Sitka Transfer Station.

Sincerely,

Joe Allen-Thompson
General Manager, Washington Post Collection
54 S. Dawson St.
Seattle, WA 98134
Office: 206.332.7701|Cell: 425.305.6142
jallen-thompson@republicservices.com

cc: Brian Hanson, Municipal Attorney (via e-mail only)



54 S. Dawson St.
Seattle, WA 98134
www.republicservices.com

April 9, 2021

Mr. John Leach
Municipal Administrator
100 Lincoln St.
Sitka, Alaska 99835

Subject: Update on Alaska Marine Lines Mandate for MSW Shipment

Dear Mr. Leach,

Republic Services has recently received a letter dated March 10th, 2021 from Alaska Marine Lines (AML) to serve as a reminder of the upcoming June 1st, 2021 deadline for the City and Borough of Sitka (CBS) and other Southeast Alaska Partners to adopt plans that will provide for a transition of their Solid Waste systems to accommodate Compacted Waste in Closed Top Containers for shipment on AML Barges.

AML has re-iterated that they will continue working with communities to extend this deadline to allow for the planning, acquisition and installation of compaction equipment, with reasonable and mutually agreeable timelines to be adopted by the local assembly, prior to the June 1st deadline.

If agreeable plans are not adopted, AML is prepared to refuse shipment of Municipal Solid Waste in Open Top Containers beginning on June 1st, 2021.

Our team has continued to work with AML, CBS Staff, and other Stakeholders to explore all feasible alternatives to assist in making a transition to compacted waste in closed top containers to comply with the AML Mandate.

This may include Republic Services having to seek alternative transportation for trucking and barge services. In the event CBS were to elect to not make the transition to compacted waste as part of the Solid Waste Transfer System and AML delivers notification of refusal to accommodate MSW in Open Top Containers on their Barges, Republic Services will seek the approval of an Alternative Service Arrangement and provide all associated costs as a pass through to the City and Borough of Sitka, as prescribed in Article 8.3 and Article 9.1 the Transportation and Disposal agreement.

We continue to encourage the City and Borough of Sitka to pursue plans to make the transition to compacted MSW as the safest, most environmentally secure, and efficient means of handling Solid Waste generated in the region. We are committed to continuing our work with the Sitka Stakeholders group and are confident that reasonable solutions can be achieved in meeting all your Solid Waste needs.

Sincerely,

Joe Allen-Thompson
General Manager, Washington Post Collection
54 S. Dawson St.
Seattle, WA 98134
Office: 206.332.7701|Cell: 425.305.6142
jallen-thompson@republicservices.com



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

October 22, 2020

Mr. Joe Allen-Thompson
General Manager, Washington Post Collection
Republic Services
54 S. Dawson St.
Seattle, WA 98134

Subject: Reducing Fire Risk in Municipal Solid Waste (MSW)

Dear Mr. Allen-Thompson,

This responds to the correspondence we received from Republic Services on October 21, 2020. We are excited to hear that Republic is willing to work toward a solution to the shipping requirements being imposed by Alaska Marine Lines (AML), however, you mentioned that Republic would continue efforts to *assist* the City and Borough of Sitka (CBS) in completing that task. Please be reminded that CBS has no contractual agreements with AML. Any shipping requirements imposed by AML are imposed upon Republic.

I agree with your assessment of Section 6.1(a) of the Solid Waste Transportation and Disposal Service Contract Between City and Borough of Sitka and Regional Disposal Company ("Contract"), however, Section 6.4(a) of the Contract states that "Contractor at all times shall supply the CBS at the Transfer Station with an adequate supply of Containers to handle fluctuating volume of waste coming into the Transfer Station. Any and all Containers, Transfer Trailers or Vehicles **supplied by Contractor** and used at any time by CBS **shall at all times remain the property of the Contractor**". Hard top containers are an effective measure to remove one of the sides of the fire triangle and can almost certainly reduce the fire risk of our ever-improving waste stream. We have proposed to Republic a removeable hard top container solution that could substantially reduce the fire risk in MSW and would not require costly and substantial changes to our Transfer Station. We believe this solution could also be proposed to your subcontractor as an effective measure to reduce the risk of a fire at sea during transport or while in a port facility. Although Republic desires waste to be baled, we believe that our current efforts are satisfactory as we are able to achieve 80% compaction under our current process. A costly baling or compacting system would only gain us approximately 15% more compaction and may not further reduce the fire risk given that it is the same waste stream. As containers are required to be adequately supplied by the Contractor and remain the property of the Contractor, we firmly believe that the cost of a suitable container is the responsibility of Republic.

Although the Contract does state in section 7.1(d) that it is CBS' responsibility for "[l]oading of all Acceptable Waste received at the Transfer Station into the appropriate intermodal shipping Containers for delivery to Contractor," it most significantly does not state anything about not loading or prohibiting

Unacceptable Waste. It is reasonable to imply that both CBS and Republic anticipated that some Unacceptable Waste would be unintentionally loaded in the Containers, otherwise, there would be no reason for the inspection provisions in the Contract

Section 10.2 does require Sitka to maintain a program of operating and monitoring procedures to prevent the loading of Unacceptable Waste into containers, and I believe the CBS has complied with this requirement and is improving every day to improve the waste stream. In fact, our waste stream has significantly improved since the days when Republic was responsible for the loading of MSW at the CBS Transfer Station prior to 2017, and no Unacceptable Waste has been discovered leaving the CBS Transfer Station since 2017. Section 10.3 gives Republic the discretion to inspect for Unacceptable Waste at the Transfer Station after the waste is loaded into Republic's Containers, which clearly supports that Republic is subject to a fire hazard risk when they take possession of the loaded Containers and, accordingly, their Containers need to be suitable for that fire hazard risk.

Although title to and liability for Unacceptable Waste, per section 10.1, does remain with CBS, if a fire starts in a Container, the burden of proof would be on Republic to prove the fire was started from Unacceptable Waste in order for CBS to be liable. Therefore, we firmly believe that Republic is incorrect in stating that AML's demands are a "direct result of Unacceptable Waste being loaded in containers."

The Contract does not obligate Republic to incur the expense to change CBS' infrastructure used up to loading the waste into the Containers, however, the Contract does obligate Republic to incur the expense to provide suitable and adequate Containers to haul the waste such that it does not impose an unreasonable fire hazard.

Although Republic has not formally provided the CBS with a deadline, leadership from AML contacted our offices to inform us that they would no longer accept MSW for shipment from CBS beginning November 1, 2020. Given the urgency of this situation, CBS is formally demanding the following:

1. Republic commits to providing removeable hard top containers that are suitable to AML's needs and the CBS Transfer Station infrastructure, and submits an acceptable incorporation plan.
2. Republic cooperates with CBS in determining, through a qualified expert, what other effective measures could be taken to mitigate fire hazard, and share the cost of securing the qualified expert.
3. Republic submit a proposal to AML, cooperatively developed with CBS, which will assure continuation of AML's transporting services until a final resolution is reached.
4. **Republic take immediate action such that AML continues to provide service while Republic and CBS are developing their proposal for a final resolution.**

We look forward to hearing from you on options Republic Services can develop to provide a safe and continued service to the CBS without placing an increased financial burden on our rate payers.

Respectfully yours,



John Leach
Municipal Administrator

Cc: Alaska Marine Lines
Alaska Waste Management
City and Borough of Sitka Assembly

Encl: Alaska Marine Lines letter of 8/17/2020
Republic Services letter of 8/31/2020
CBS letter of 10/9/2020
Republic Services letter of 10/21/2020



54 S. Dawson St.
Seattle, WA 98134
www.republicservices.com

October 21, 2020

Mr. John Leach
Municipal Administrator
100 Lincoln St.
Sitka, Alaska 99835

Re: Fire Risk

Dear Mr. Leach,

I am writing in response to your October 9, 2020 letter. Republic will continue efforts to help assist Sitka in finding a solution to the shipping requirements being imposed by AML. However, Republic disagrees with certain statements in your letter related to Republic's contractual obligations in light of AML's demands.

Republic disagrees that it is Republic's responsibility to incur the costs to "reduce this preexisting fire risk." Republic's contractual obligation is to transport and dispose of Sitka's Acceptable Waste as defined in the Solid Waste Transportation and Disposal Service Contract Between City and Borough of Sitka and Regional Disposal Company ("Contract"). Section 6.1(a) of the Contract explicitly states that loading of waste into containers is not Republic's responsibility. Instead, pursuant to Section 7.1(c), it is the City's responsibility to load all Acceptable Waste received at the transfer station into the appropriate intermodal shipping containers. Section 10.2 requires Sitka to maintain a program of operating and monitoring procedures to prevent loading of Unacceptable Waste into containers. Furthermore, per Section 10.1, title and liability for Unacceptable Waste delivered to Republic does not pass to Republic but instead remains with the City.

The issue necessitating AML's pending requirement that waste be baled and transported in hard top containers is the direct result of Unacceptable Waste being loaded into containers. The Contract does not contain language obligating Republic to incur the expense to change the City's infrastructure to mitigate the potential for fire that accompanies the City's loading of Unacceptable Waste into containers that AML is contending are not appropriate for the shipment of the waste.

Republic is sympathetic to the challenges that face our municipal partners and is committed to assisting Sitka and AML to facilitate a mutually agreeable resolution to this issue. We believe that a meeting of the stakeholders must take place as quickly as possible in order for the parties to find a workable solution responsive to AML's demands.

Please contact me upon receipt of this letter so that we can schedule a meeting with AML.

Sincerely,

Joe Allen-Thompson
General Manager, Washington Post Collection
54 S. Dawson St.
Seattle, WA 98134
Office: 206.332.7701|Cell: 425.305.6142
jallen-thompson@republicservices.com



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

October 9, 2020

Mr. Matthew Pederson
Republic Services, Municipal Relationship Manager
421 W. Riverside, Suite 1040
Spokane, WA 99001

Subject: Reducing Fire Risk in Solid Waste

Dear Mr. Pederson,

I would like to follow up with you regarding the correspondence we received from Republic Services and Alaska Marine Lines (AML) in reference to the fire hazards in our municipal solid waste (MSW) processing and shipping.

As you have outlined, we are taking action to address fire hazards and will be working with our MSW partners to press forward with an educational campaign. As is often the case, education can be the best approach to changing unsatisfactory habits. In fact, since our first transfer station fire we have effectively removed several thousand pounds of emergency flares from entering the waste stream by educating the public and providing alternative disposal options. We will continue to do our part to advance this education effort.

In conjunction with our education campaign we have led the way to bring Republic Services and Alaska Waste Management to the table to work towards changes to the shipping containers and processing. This exercise has failed to yield any meaningful commitment from either party over the last 30-days but has been fruitful in revisiting ideas of the past regarding mechanical changes such as adding a compactor.

Our approach to improving the solid waste processing and shipping has been to look to the experts in the field by requesting both Alaska Waste Management and Republic Services provide solutions per their contractual obligations. As we outlined in these discussions, Sitka is not in a financial position to afford costly solutions. The Solid Waste Fund is in a deficit and has been in that position since the shipping costs were significantly modified in the most recent Republic Services contract.

Our waste tonnage and customer count has not changed significantly over several decades. Clearly this has not changed from the time we entered a long-term contract with Republic Services, which includes the makeup of our waste stream and ultimately the fire risk. Our customer base has been stable, the waste stream has been stable,

however, Sitka residents are being required to pay significantly more than the rate of inflation for the same service.

Although we have stepped in to help, we ultimately feel it is the responsibility of Republic Services to reduce this preexisting fire risk further and to do it at no additional cost to Sitka. We have suggested a cost-effective countermeasure in using removable hard top containers to move away from soft top containers as a simple, off-the-self shipping container solution.

Additionally, receiving letters from AML regarding the subject matter of this letter is unacceptable. As you know our contractual relationship is with Republic Services and we expect our prime contractors to take the lead on these matters. We hope that receiving such a letter from your subcontractor is not a sign of mismanagement or whistleblowing. Regardless, we expect Republic Services to be more aggressive in finding a solution at the lowest level possible. We strongly encourage Republic Services to take the action necessary to address the requirements of your subcontractor while upholding your contractual obligations to the City and Borough of Sitka.

We look forward to hearing from you on options Republic Services can develop to provide a safe and continued service to the CBS without placing an increased financial burden on our rate payers.

Respectfully yours,



John Leach
Municipal Administrator

cc: Alaska Marine Lines
Alaska Waste Management
City and Borough of Sitka Assembly

Encl: Alaska Marine Lines letter of 8/17/2020
Republic Services letter of 8/31/2020



August 31, 2020

Mr. Harold Greene
Public Works Supervisor
City & Borough of Sitka
106 Jarvis
Sitka, Alaska 99835

Subject: Transition to Compacted Waste in Closed Top Containers

Dear Harold,

I would like to take the opportunity to follow up on our recent discussions regarding container safety and screening of Municipal Solid Waste at the Sitka Transfer Station.

In the month of June, it was reported that The City of Sitka experienced two separate emergency response incidents due to non-acceptable waste (Signal Flares) being disposed of at the City Transfer Station.

These recent occurrences highlight the importance of public education and screening for potentially dangerous materials in our waste streams.

In 2010 & 2016, Republic Services and our transportation partner Alaska Marine Lines (AML) experienced significant fires on AML barges destined for Seattle that were traced back to City of Sitka Municipal Solid Waste originating from the City Transfer Station.

Since that time, Republic Services has worked to educate our customers across Southeast Alaska on the importance of container safety, best screening practices for non-acceptable waste and the value of transitioning to compacted waste in closed top containers. This education has been in the interest of public health and safety for our communities, personnel and the environment.

We appreciate all the work that you and the City of Sitka have done to educate yourself and your staff on the need to transition to compacted waste. As observed during your tour to the Republic facilities in Washington State, the compacting equipment and operations are similar to what we hope to see implemented in Sitka.

We are requesting to further discuss planning that will allow us to move forward with the transition to compacted waste in closed top containers at the City of Sitka to provide for greater safety and environmental protections in the handling of Sitka Solid Waste.

Please let me know if you have questions and your availability to schedule a time to follow up on this important matter.

Thank you,

Matthew Pederson
Republic Services, Municipal Relationship Manager
421 W. Riverside, Suite 1040
Spokane, WA 99001
(509) 808-9909 Cell
mpederson@republicservices.com



City & Borough of Sitka

John Leach - Municipal Administrator

100 Lincoln Street

Sitka, AK 99835

Dear Mr. Leach,

Alaska Marine Lines (AML) is a transportation subcontractor to Republic Waste (Republic) for the City & Borough of Sitka's (Sitka) municipal solid waste (MSW). AML's first commitment in all operations is to safety, regardless of the cargo. Shipping compacted, baled MSW in closed containers is the safest, cleanest, most environmentally correct method.

There have been two major fires aboard AML barges that began in MSW containers loaded at the Sitka transfer station. Those fires imperiled millions of dollars of equipment and cargo, and risked the lives of responding firefighters. There have been at least two additional recent fires in Sitka MSW containers that were extinguished prior to loading onto the barges.

It is clear that the potential for fire is much greater with loose waste in open-top, tarped containers than it is with baled waste in hard-top closed containers. The majority of MSW that AML carries for other shippers is now baled and moving in closed containers. There have been no fires from other Republic Services customers in Southeast Alaska associated with baled MSW. Sitka's loose MSW has caused the only two barge fires AML has experienced, and of course the two fires at the transfer station.

After the Sitka MSW barge fire in Chatham Strait in 2010, AML held discussions with Republic urging them to address safety concerns to prevent further incidents. After the second Sitka MSW fire aboard an AML barge at our Seattle pier in 2016, further discussions took place followed by a decision and a letter from AML informing Republic that AML would require MSW to be baled and enclosed in dry containers to be accepted by AML.

In early 2017, AML and Republic Services partnered to provide education to all Republic served communities in Southeast regarding acceptable and unacceptable materials, proper screening and loading procedures and the value of compacting waste in Hard Top Closed containers for the health and safety of the community, as well as further environmental protections. These presentations by Republic Services took place in March of 2017 at the Southeast Conference in Juneau, a general meeting of the Southeast Solid Waste Association and in person with the Solid Waste Staff of Sitka and other Republic served communities.

During the three years since that decision and letter it has been AML's understanding through Republic that Sitka has been working on a baled MSW solution to decrease risk and achieve operational efficiencies to address economic impacts of underweight shipping containers.

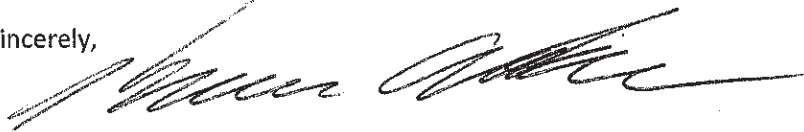
Although our business relationship regarding Sitka's MSW is with Republic, the lack of a solution in previous three years has us now needing to communicate our concerns directly with Sitka.

Our long term goal continues to be the handling of your cargo in the safest, cleanest, most efficient and cost effective ways possible. We believe that in order to achieve the levels of safety, environmental protection and efficiency that are necessary for this cargo, significant changes must be made to the operations. In the future we will require that all MSW be baled and enclosed in AML approved hard-top, dry containers in order to be accepted for movement on AML vessels.

We understand that this will require significant infrastructure additions at the municipality level. We would like to work with you to develop a reasonable timeline to institute this requirement, and help identify possible cost savings. With the understanding that funding will have to be sought and facility improvements constructed, we intend to be reasonable with our timeline but cannot wait indefinitely for these necessary changes.

We would like to meet with you in the coming weeks to discuss how together we can begin making these safety, environmental and efficiency improvements as soon as possible.

Sincerely,

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

Kevin Anderson - President

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-39
AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA MAKING SUPPLEMENTAL
APPROPRIATIONS FOR FISCAL YEAR 2022
(Solid Waste Compactor)

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 a supplemental Capital appropriation for FY2022.

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.

:

<u>FISCAL YEAR 2022 EXPENDITURE BUDGETS</u>
<u>ENTERPRISE AND INTERNAL SERVICE FUND</u>
Fund 740 – Solid Waste Compactor Project #: Increase appropriations in the amount of \$3,000,000 for the Solid Waste Compactor Project. Funds in the amount of \$2,790,000 will come from the Southeast Economic Development Fund and \$210,000 will be subsidized by the General Fund.

EXPLANATION

In order to comply with shipper requirements and to increase efficiency of off-island shipping, purchase and installation of a waste compaction system is needed. This is to be funded with a subsidy from the General Fund and a loan from the Southeast Economic Development Fund.

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 9th Day of November 2021.

ATTEST:

Steven Eisenbeisz, Mayor

Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-164 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/20/2021 In control: City and Borough Assembly

On agenda: 10/26/2021 Final action:

Title: Discussion / Direction / Decision on directing the Municipal Administrator to work with the Sitka Cycling Club on a memorandum of understanding for the development and maintenance of a pump track adjacent to the skatepark and airplane turnaround on Halibut Point Road

Sponsors:

Indexes:

Code sections:

Attachments: [01 Motion](#)
[02 Memo and pump track materials](#)

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

POSSIBLE MOTION

I MOVE TO direct the Municipal Administrator to work with the Sitka Cycling Club on a memorandum of understanding for the development and maintenance of a pump track adjacent to the skatepark and airplane turnaround on Halibut Point Road.



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

A Coast Guard City

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

From: Assembly Members Knox and Himschoot

Date: October 19, 2021

Subject: Sitka Cycling Club Pump Track

Background

The Sitka Cycling Club has been exploring the possibility of adding a pump track to one of Sitka's park areas. After working with Parks and Rec (unanimous approval) and Michael Colliver with Public Works they have a preferred location and would like to use the winter to plan and work through the process of adding this recreational asset to the city's park spaces. Much of the Cycling Club's work on this has been modeled on Juneau's successful pump track, and they would seek to build this track in spring and summer 2022. This group has already successfully worked with the city to add several miles of mountain biking trails to the existing trail system.

Analysis

Because the Cycling Club is willing to build the pump track only collaboration time will be needed from the Public Works department. The goal is to take a small amount of unused park space and create a recreational opportunity for Sitkans to enjoy. As indicated in the attached outline, the pump track will not interfere or impact existing city park areas, the preferred location is already set up for recreation with adequate parking and garbage dispensers, and there are partners ready to contribute the financial (estimated at \$10-12,000, which will be fund-raised by the partners) and labor resources to create this additional recreational opportunity.

Fiscal Note

Apart from city staff time to create the MOU and collaborate on design the Cycling Club is prepared to construct the pump track with partners using their own resources.

Recommendation

The Assembly should direct the city administrator to create a MOU with the Sitka Cycling Club to develop a pump track.

Encl: Pump Track Presentation

Pump Track Proposal to the City of Sitka

Sitka Cycle Club is interested in promoting youth recreation opportunities through the development of a Bicycle Pump Track in the City of Sitka. A pump track is a perpetual loop that can be ridden without peddling, consisting of rollers and berms. It can provide a playground for kids and adults alike, from beginners to professionals and provides a community with sustainable and fun activity.



A pump track needs a flat piece of ground. Or a slight slope for drainage. The Sitka Cycling Club worked with Michael Colliver and the Parks and Recreation Advisory board in seeking an appropriate location for the intended infrastructure. Their recommended location is adjacent to the skate park and airplane turnaround.

The Sitka Cycling Club would like to work with the City of Sitka to ammend the existing MOU or create a new MOU to establish partnership in constructing and maintaining the pump track. Sitka Trail Works has offered to be a fiscal sponsor and would consider working with the city and the bike club to contract the delivery of materials and construction. Bayne Construction is available and willing to implement the contract.



The cost estimate is approximately \$10-12,000 for materials and construction. The cycling club is currently fundraising for the total amount. The design would use recycled asphalt and require minimal maintenance. The cycling club would facilitate and fund maintenance and upkeep as needed.



The proposed location is conveniently located near public schools, has sidewalk access, and is adjacent to other recreation opportunities (skate park and dog park). The historical airplane turnaround would be protected from any damage and the increased use in this area would promote public use and increased safety in the area. There is adequate parking and existing garbage disposal. The pump track would promote health and wellness, increase public use and safety in this area, and preserve the historical aspect of this location.

Sitka Pump Track

Sitka Cycling Club

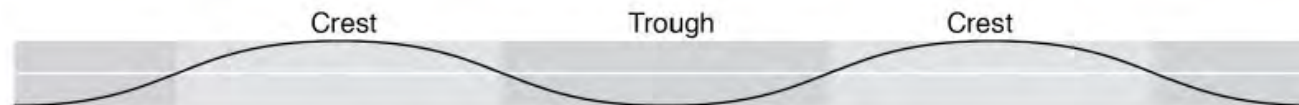
Proposal for Pump Track Construction and MOU

Sitka Assembly Meeting Oct 2021



A pump track is a perpetual loop you can ride without peddling, consisting of rollers and berms. It can provide a playground for kids and adults alike, from beginner's to professionals and provides a community with a sustainable and fun packed activity for all.

A good set of rollers is a sine wave. The wave has troughs and crests. If you draw a horizontal through your rollers at the midpoint of the rollers' heights, everything above the line is a crest. Everything below the line is a trough.



Row through troughs. As your bike passes through a trough, pull your hands back while you push your feet down. This levers the bike through the trough and generates pumping power.



- Design needs a flat piece of ground, or a slight slope for drainage, approximately 100'x60'. Materials can be rock, wood, or recycled asphalt.
- The effort would involve a ground survey, delivery of materials, placement of materials (to design standards), packing and grooming, then biking.
- Rollers 1' tall and 10' apart
Berms 10' radii
90degree turns/45-degree banks

The Ask:

- The Sitka Cycling Club is seeking permission to continue project development with CSB employees.
- Project development includes final design to meet CBS specs, a written contract for solicitation, and contract oversight for construction of the pump track.
- The Sitka Cycling Club has been raising funds to fully support the project.
- The Sitka Cycling Club would assume maintenance responsibilities through an MOU with CBS.

Welcome to Pump Track Nation v2

How to build the best pump track on Earth — yours

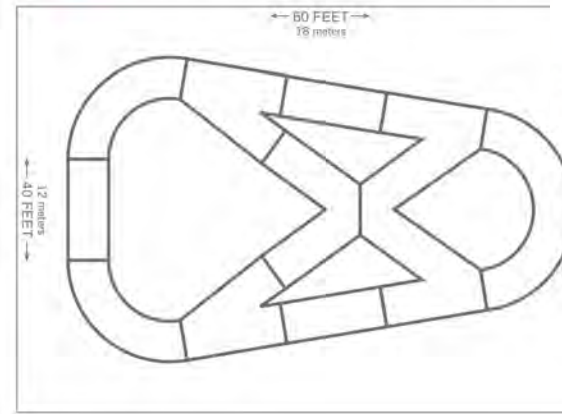
By Lee McCormack : www.leeikesbikes.com



LI Track overview

SLT packs all this goodness into a small space.

- >>> The total footprint is 60x40 feet (18x12 meters). If you build retaining walls or of the berms, you can shrink this to about 54x34 feet (17x11 meters).
- >>> Long straights with round rollers help you build speed.
- >>> A big, steep 160-degree berm lets you pull serious Gs. Super fun!
- >>> Perfectly shaped 100-degree berms carry great speed and teach you pump all pockets on trails.
- >>> Crossover lines add technical challenge and increase the number of lap options.



Reference points
Start with Point A, then set the below relationships. Be sure to drive stakes into the centerpoints of all turns (A, B, C, E, G, K).

AB 60 feet
BC 10 feet
AC 60.8 feet

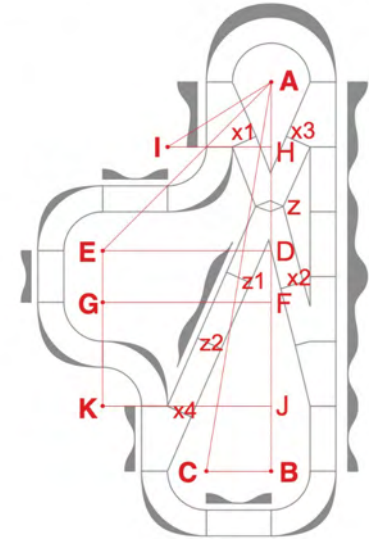
AD 26 feet
DE 26 feet
AE 36.8 feet

AF 34 feet
FG 26 feet
EG 8 feet
DG 27.5 feet

HI 16 feet
AI 18.9 feet

JK 26 feet
GK 16 feet
FK 30.5 feet

CK 19 feet




Pumptopia Pump Track
© Lee McCormack, Lee Likes Bikes LLC : April 17, 2014
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A Pump Track Was Built at Cope Park in Juneau as a partnership between Juneau Parks and Recreation and Juneau Mountain Bike Alliance.



 **Kody Sofia Stitz** ▸ Juneau Mountain Bike Alliance Public Forum
October 12, 2020 at 12:23 PM · 🌐

Rode a few laps on the Cope Park Pump Track with my son at lunch. So much fun. Thank you to JMBA and a Juneau Parks & Rec for making this possible!



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Sitka Pump Track

