



CITY AND BOROUGH OF SITKA

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

Meeting Agenda

City and Borough Assembly

*Mayor Gary Paxton
Deputy Mayor Steven Eisenbeisz,
Vice Deputy Mayor Kevin Mosher,
Kevin Knox, Dr. Richard Wein, Valorie Nelson, Thor Christianson*

*Interim Municipal Administrator: Hugh Bevan
Municipal Attorney: Brian Hanson
Municipal Clerk: Sara Peterson*

Tuesday, November 12, 2019

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

IV. CORRESPONDENCE/AGENDA CHANGES

[19-248](#) Reminders, Calendars, and General Correspondence

Attachments: [Reminders and Calendars](#)

[Letter Humpback Whale Critical Habitat Proposed Rule](#)

[PW Assembly Update 11](#)

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)

[19-236](#) Sitka Community Playground

Attachments: [Special Report Sitka Community Playground](#)

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. REPORTS

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

IX. CONSENT AGENDA

All matters under Item IX Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A** [19-238](#) Approve the minutes of the October 22 Assembly meeting

Attachments: [Consent and Minutes](#)

- B** [19-237](#) Approve a liquor license renewal application for DPJT, Inc. dba Nugget Restaurant at 600 Airport Road Suite A

Attachments: [Motion and Memos Nugget](#)
[AMCO Nugget](#)

X. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

- C** [19-239](#) Reappoint James Poulson to a three-year term on the Parks and Recreation Committee and appoint Sarah Lawrie to a three-year term on the Parks and Recreation Committee

Attachments: [Motion Parks and Rec](#)
[Poulson Application](#)
[Lawrie Application](#)

- D** [19-240](#) Reappoint Deb Miller and Lisa Moore to three-year terms on the Tree and Landscape Committee

Attachments: [Motion Tree and Landscape](#)
[Miller Application](#)
[Moore Application](#)

- E** [19-241](#) Reappoint Michael Reif to a three-year term on the Investment Committee

Attachments: [Motion Investment](#)
[Reif Application](#)

- F** [19-242](#) Appoint Gregg Olson to a three-year term on the Police and Fire Commission

Attachments: [Motion Police](#)
[Olson Application](#)

XI. UNFINISHED BUSINESS:

- G** [ORD 19-38](#) Making supplemental appropriations for fiscal year 2020 (Homeland Security Grants)
 Attachments: [Motion ORD 2019-38](#)
 [Memo and ORD 2019-38](#)
- H** [19-221](#) Update and Discussion / Direction on the possibility of Closed Captioning for Assembly meetings
 Attachments: [Discussion Direction Closed Captioning](#)
- I** [19-224](#) Approve the Purchase and Sale Agreement, and related documents, for the utility dock transaction between the City and Borough of Sitka and Hanson Maritime Company
 Attachments: [00 Motion](#)
 [01 Memo Hanson Maritime Purchase Agreement](#)
 [02 Hanson Maritime proposal](#)
 [03 GPIIP Ramp Project - Concept No. 3 Operational Narrative \(1\)](#)
 [04 Concept Plan 3 Drawing](#)
 [05 Purchase and Sale Agreement for Industrial Marine Park with Appendices](#)

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

- J** [ORD 19-39](#) Amending Title 2 "Administration" of the Sitka General Code by modifying Chapter 2.38 "Gary Paxton Industrial Park" at Section 2.38.110 "Gary Paxton Industrial Park Director Designated Appointment"
 Attachments: [Motion ORD 2019-39](#)
 [Memo ORD 2019-39](#)
 [ORD 2019-39](#)

Additional New Business Items

- K** [19-243](#) Approve the promotion of Amy Ainslie from Planner I to Planning Director
 Attachments: [Motion and Memo Planning Director](#)

- L** [19-244](#) Discussion / Direction / Decision of the engagement letter and fee proposal submitted by Blank Rome Government Relations, LLC to perform Congressional lobbying and agency coordination on behalf of the City and Borough of Sitka

Attachments: [Motion and Memo Lobbying](#)
[Engagement Letter and Addendum](#)
[About Blank Rome](#)

- M** [19-245](#) Discussion / Direction / Decision on moving forward with the Marine Service Center Action Plan

Attachments: [Memo](#)
[Action Plan](#)
[MSC Bulkhead Condition Assessment](#)

- N** [19-246](#) Reschedule the second regular meeting in December due to the Christmas Eve holiday

Attachments: [Reschedule Dec 2019](#)

XIII. PERSONS TO BE HEARD:

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

XIV. EXECUTIVE SESSION

- [19-247](#) 1) Legal Matter - Alaska Public Entity Insurance Proposed Assignment Agreement, and, 2) Financial Matter - Baranof Island Brewing Company Debt Collection

Attachments: [Motion APEI Proposed Assignment](#)
[Motion BIBCO](#)

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. Assembly meetings are aired live on KCAW FM 104.7 and via video streaming from the City's website. To receive Assembly agenda notifications, sign up with GovDelivery on the City website.

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



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-248 **Version:** 1 **Name:**

Type: Item **Status:** AGENDA READY

File created: 11/7/2019 **In control:** City and Borough Assembly

On agenda: 11/12/2019 **Final action:**

Title: Reminders, Calendars, and General Correspondence

Sponsors:

Indexes:

Code sections:

Attachments: [Reminders and Calendars](#)
[Letter Humpback Whale Critical Habitat Proposed Rule](#)
[PW Assembly Update 11](#)

Date	Ver.	Action By	Action	Result
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REMINDERS

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
Tuesday, November 12	Regular Meeting	6:00 PM
Tuesday, November 26	Work Session <i>FY21 Budget Process</i>	5:00 PM
Tuesday, November 26	Regular Meeting	6:00 PM



Assembly Calendar

2018 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2020

November 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 <u>Oct</u>	28	29	30	31	1 Nov	2
		Christianson	Christianson	Christianson	Christianson	
3	4	5	6	7	8	9
	6:00pm School Board - Liaison Mosher		Knox 6:00pm Library Commission - Liaison Christianson 7:00pm Planning Commission - Liaison Mosher	Knox 1:00pm Health Needs & Human Services - Liaison Wein 3:00pm Investment Committee - Liaison Christianson	Knox	Knox
10	11	12	13	14	15	16
Knox	Knox HOLIDAY	Knox 12:00pm Parks & Rec - Liaison Knox 6:00pm Regular Assembly Mtg	Knox 6:00pm Historic Preservation - Liaison Mosher 6:00pm Port & Harbors Commission - Liaison Knox	Knox 12:00pm LEPC - Liaison Nelson	Knox	Knox
17	18	19	20	21	22	23
Knox Christianson	Knox Christianson Paxton	Knox Christianson Paxton 12:00pm <u>Tree & Landscape</u> - Liaison Wein	Christianson Paxton Knox 7:00pm Planning Commission - Liaison Mosher	Christianson Paxton Knox	Christianson Paxton Knox	
24	25	26	27	28	29	30 <u>Dec</u>
		5:00pm <u>Work Session: FY21 Budget Process</u> 6:00pm Regular Assembly Mtg	6:00pm Police and Fire - Liaison Nelson	HOLIDAY		

Assembly Calendar

2018 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2020

December 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<u>1</u> Dec	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
			6:00pm Library Commission - Liaison Christianson 6:00pm School Board - Liaison Mosher 7:00pm Planning Commission - Liaison Mosher			
<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>
		12:00pm Parks & Rec - Liaison Knox 5:00pm Work Session: Lincoln Street Project 6:00pm Regular Assembly Mtg	6:00pm Historic Preservation - Liaison Mosher 6:00pm Port & Harbors Commission - Liaison Knox	12:00pm LEPC - Liaison Nelson 1:30pm Health Needs & Human Services - Liaison Wein		
<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>
		12:00pm Tree & Landscape - Liaison Wein	7:00pm Planning Commission - Liaison Mosher			
<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>
		6:00pm Regular Assembly Mtg	HOLIDAY 6:00pm Police and Fire - Liaison Nelson			
<u>29</u>	<u>30</u>	<u>31</u>	<u>1</u> Jan	<u>2</u>	<u>3</u>	<u>4</u>
			6:00pm Library Commission - Liaison Christianson HOLIDAY 7:00pm Planning Commission - Liaison Mosher			



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

November 7, 2019

Species Division
Office of Protected Resources
National Marine Fisheries Service
1315 East West Highway (SSMC3)
Silver Springs, MD 20910

RE: Humpback Whale Critical Habitat Proposed Rule

Dear NMFS:

We have reviewed the Federal Register Notice Vol 84, No. 196 regarding the proposed Endangered Species Designation for the Humpback Whale.

We have serious concerns regarding this matter.

Sitka, Alaska is a coastal community of 8,800 people who live on Baranof Island, a Southeast Alaska island that faces the open Pacific Ocean. Two mainstays of our local economy are commercial and sport fishing and tourism.

The proposed rule has direct effects on our local economy. Expressed in the rule is the potential for regulation of Humpback prey species specifically herring. Our commercial and subsistence herring fisheries are very important to our local economy and to our traditional subsistence food harvesters. I do not believe the proposed rule has adequately considered the potential negative impacts to us from potential regulation of prey species.

The proposed rule also suggests that ocean noise such as dredging and pile driving and other noises may require management considerations. Sitka is already burdened by significant construction project delays and permitting costs due to the Marine Mammals Protection Act. We have one of the largest salmon fishing fleets in the State and one of the largest harbor systems. Our need to be able to cost effectively repair and replace harbor facilities cannot be over stated. I do not believe the proposed rule has adequately considered the negative economic effects of yet another layer of Federal regulation upon our ability to maintain our marine infrastructure.

The proposed rule also indicates potential regulation of vessel traffic which has direct bearing on our commercial and sport fishing fleets and upon our cruise ship industry, both of which are foundations of our economy. I do not believe the proposed rule has adequately assessed the impacts to our economy if Federal regulation of vessel movements is implemented under the proposed rule.

The proposed rule states that the largest portion of the estimated administrative costs of the rule will be borne by Unit 10 which is Southeast Alaska. The rule clearly states that in-water and coastal construction activities may generate costs borne by small entities, a term that is defined in the rule as local

governments and private parties.

The rule further speculates that the critical habitat designation could result in changes in fisheries management which as I stated above is a key component of our economy. The proposed rule is silent on the potential economic effects of new Federal fisheries regulations.

The proposed rule identifies additional activities that may be affected such as operations of inland power plants and NPDES permitting. Sitka operates two hydroelectric dams and powerhouses that are located very near the ocean. Additional regulation of these facilities due to the proposed rule will likely cause further costs and delays associated with FERC licensing and oversight. Our FERC compliance costs are already very high.

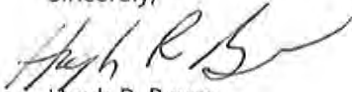
Our wastewater treatment plant relies on a deep ocean outfall for ultimate discharge of treated wastewater. Additional regulatory burden on our NPDES discharge permit due to impacts from the proposed rule will negatively affect the citizen rate payers who fund the operation of the facility.

The proposed rule admits that that eight small communities will bear the brunt of the "administrative" costs of the rule. This list includes Sitka. The estimated cost is \$4,900 per year which is ridiculous considering we already pay more than that sum in delay costs and direct expenses for in-water projects that are permitted under the MMPA, specifically Sea Lions.

In closing, I would point out that the proposed rule extends offshore to the 2,000-meter ocean depth which effectively includes all of our commercial fishing grounds.

There is no clear presentation in the proposed rule that the subspecies of Humpback whales that visit our local waters are indeed in danger of extinction. This rule could have long term, serious economic impacts to Southeast Alaska, a region that is already economically distressed.

Sincerely,



Hugh R. Bevan
Administrator

cc:

Alaska Senator Lisa Murkowski
Alaska Senator Dan Sullivan
Alaska Congressman Don Young
City and Borough of Sitka Assembly
Allen Marine Corporation
Halibut Point Marine
Cruise Line Agencies
Silver Bay Seafoods
Seafood Producers Coop
Sitka Sound Seafoods

PUBLIC WORKS ASSEMBLY UPDATE
WORK COMPLETED THROUGH OCTOBER 2019

Wastewater Treatment Plant (WWTP) Rehabilitation (DESIGN PHASE)

Milestones This Period

- Project went out for bid, October 10, 2019.
- Completed Pre-Bid Conference and building tour October 29, 2019.

Future Milestones

- Bids are due November 21, 2019.
- Anticipate the award of the construction contract for the WWTP rehabilitation project, December 2019.
- Anticipated project Substantial Completion May 20, 2021.

Background

The Wastewater Treatment Plant was built in the early 1980's and most of the building systems, especially the HVAC (ventilation air) systems have failed or are past their useful life and require replacement. The air quality within the building is inadequate and corrosive and the exposed piping and metal within the building are corroded. The building's envelope leaks air and does not allow for proper pressurization of the office areas and other clean rooms. Corrosive air in these spaces results in electronics regularly becoming dysfunctional within months, in addition to creating an unhealthy air quality for the WWTP operators. It is the intent of Public Works to move this project forward as quickly as possible as there are life safety issues that need to be addressed in the existing facility. It is anticipated that the current project funding will be insufficient to rehabilitate the building, correct the life safety, code compliance and non-functional existing conditions. The preliminary total project cost is estimated at \$10 million. Funding for this project is provided by the following sources: \$263,000 in Wastewater fund Working Capital and DEC loans for \$2,832,500 and \$1,825,000 (secured) and a third DEC loan of \$5,079,500 (approved and pending signed agreement).

Current Contracts: McCool Carlson Green (design) \$898,284

Critical Secondary Water Supply (DESIGN PHASE)

Milestones This Period

- Responded to bidder questions on the Membrane Filtration Equipment Request for Proposals, issuing two clarifying addenda.
- Received filtration equipment proposals on October 30, 2019.

Future Milestones

- Evaluate proposals, select supplier, award equipment contract: November 2019.
- Receive 35 percent design package: January 2020.
- Solicit construction bids: November 2020.
- Substantial Completion for secondary water source project anticipated in December 2021.

Background

The project is for design and construction of a secondary water source, for when the primary water source – Blue Lake water treated with ultraviolet (UV) radiation – is

unavailable. Blue Lake water will not be available when the Electric Department inspects and maintains the penstock providing water from the dam to the power plant. Blue Lake water may also require filtration – not just UV treatment – if turbidity levels continue to exceed regulatory thresholds. Total project cost is estimated at \$18 million. Funding for the project is provided by:

\$150,000 – Working Capital
\$380,000 – transferred from UV Disinfection project Working Capital
<u>\$17,620,000</u> – Alaska Clean Water Fund loan
\$18,150,000 – Total Available Project Funding

Current Contracts: CRW Engineering Group (design)	\$362,780
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Crescent Harbor Float Replacement – Phase I (DESIGN PHASE)

Milestones This Period

- Reviewed and provided comments on 95% cost estimate.
- Completed electrical design submission and review.

Future Milestones

- Final Lump Sum Price approval, November 2019.
- State Harbor Matching Grant Agreement, November 2019.
- Construction project scheduled, Fall 2019 to March 15, 2020.

Background

The physical condition of Crescent Harbor has deteriorated to point where in-house repairs are no longer sufficient to adequately maintain the facility. Harbor Department staff and Public Works Department engineers have determined that the harbor now presents an operational and safety risk due to floats sinking, decay of wooden beams, corrosion of metal fixtures and failure of walk-down ramps to meet ADA accessibility requirements. The project has estimated total cost of \$14,025,000. Of this, the harbor grant will provide \$5,000,000. The Harbor Fund working capital has allocated \$1,000,000 for the project. The remaining \$9,025,000 is planned to be provided with \$8,025,000 in harbor revenue bond proceeds and the use of the Harbor Fund working capital in the amount of \$1,000,000 noted above.

Current Contracts: Jacobs (project admin & Plan review)	\$154,531
Moffatt and Nichol (third party estimating)	\$79,948
Turnagain Phase I Design Build Contract	\$700,000
Turnagain Float Procurement	\$6,282,666
Turnagain Steel Pile Procurement	\$556,726

Sitka Seaplane Base (SPB) (PLANNING PHASE)

Milestones This Period

- Completed preliminary project milestone schedule.

Future Milestones

- Advertise and complete meeting materials for the Kick-Off Stakeholder, Public, and Agency Scoping Meetings planned for December 11 & 12, 2019.

Background

Assembly Resolution supporting the acquisition of the preferred location/land parcel for the Seaplane Base (SPB), October 9, 2018. The Assembly approved Supplemental Appropriations for FY19, Ordinance 2018-49, for the SPB. Finance Department submitted project information to FAA by October 31, 2018 – required step in order to be considered to receive any of the \$1 billion AIP Supplemental funding. Improvement or replacement of the Seaplane Base has been discussed on and off for the past two decades. Part of the due diligence, staff is researching the necessary staffing, money, and land acquisition needed for adequate maintenance, operations and reporting for the project. The Seaplane Base study, which included an Economic Impact Study, showed that property on Japonski Island was the preferred site for the SPB. The AIP grants from FAA could help fund planning, design, land acquisition, and construction costs for the new SPB. \$16 million is the estimated Project Cost submitted to FAA for AIP grant funding, which may require (6.25%) matching funds from CBS, unless the project wins a grant from the Supplemental AIP funding, which funds 100% without any required match.

Current Contracts: DOWL (E/A & Planning)

\$707,079

Brady, Channel and Eagle Way Lift Station Rehabilitation (DESIGN PHASE)

Milestones This Period

- Reviewed 95 percent design drawings with Wastewater Fund staff and provided comments to design consultant.

Future Milestones

- Owner-procure Brady and Eagle Way pumps and electrical control equipment, November 2019.
- Construction bid period: November to December 2019.
- Construction notice-to-proceed: January 2020.
- Rehabilitate lift stations: January through June 2020.

Background

Eagle Way Lift Station is responsible for pumping all sewage east of Eagle Way toward the Wastewater Treatment Plant (WWTP). Brady Lift Station is responsible for all sewage north of Brady Street. Channel Lift Station is responsible for an apartment complex and one private residence on Halibut Point Road. All three lift stations require excess maintenance due to corrosion and/or outdated pumping equipment. Project will rehabilitate lift stations, re-using existing infrastructure to the extent feasible. Funding for the project is provided by:

Eagle Way Lift Station

\$250,000 – DCCED grant

\$220,000 – Wastewater Fund Working Capital

Brady Lift Station

\$217,400 – ACWF loan

\$165,000 – Wastewater Fund Working Capital

Channel Lift Station

\$100,000 – Wastewater Fund Working Capital

Unassigned Lift Station Funding

\$350,000 – ADEC loan for Brady and Channel remaining from larger loan

\$550,000 – Wastewater Fund Working Capital remaining from completed projects

\$1,827,400 – Total Available Project Funding

Current Contracts: DOWL (design)

\$128,930

Bio-solids Municipal Landfill Expansion (PLANNING & DESIGN PHASE)

Milestones This Period

- COE permit received.

Future Milestones

- Bid Construction project, November 2019.
- Construction planned to start, Fall 2019.

Background

The project is required because the existing limits of the Bio-Solids Landfill are nearing available storage limits. A COE permit is required to expand the limits of the landfill to the current DEC permit. The project is funded in fiscal year 2018 for \$500,000.00.

Current Contracts: Stantec (design)

\$48,019

Peterson Storm Sewer Rehabilitation (DESIGN PHASE)

Milestones This Period

- Received 65% design submittal for Wachusetts Street culvert.

Future Milestones

- USFW NEPA Evaluation, January 2020.
- Bid construction project, August 2020.
- Complete construction work, November 2020.

Background

The project includes replacement of deteriorated 60" corrugated metal culvert crossing under Peterson Street, allowing for fish passage. Funding for the project is provided by:

\$150,000 – General Fund FY2019

(\$50,000) – transferred to Davidoff Street Sewer Rehab project

\$ 60,000 – U.S. Fish and Wildlife Service Fish Passage Program grant

\$ 55,000 – U.S. Fish and Wildlife Service Fish Passage construction grant

\$215,000 – Total Available Project Funding

Current Contracts: DOWL (design)

\$78,072

Airport Terminal Improvements (DESIGN PHASE)

Milestones This Period

- Received approval of the 30% TSA design submittal for the TSA Baggage Screening Area with a few issues that require resolution, as the design moves forward.
- Received an amendment to the grant from TSA extending the performance time, due to delays caused by the Federal Government Shutdown during the 30% TSA review (last year) and resolution of 30% design issues for the TSA Baggage Screening Area.

Future Milestones

- Complete the 35% revisions for the 'rest of the terminal improvements design' & move into the Design Development Phase (65%) where the improvements will be developed & defined in separate phases for construction & funding.
- ADOT involvement 65%, especially regarding potential FAA AIP funding & Improvement staging.
- Other funding sources for terminal improvements beyond the PFC/Bonding and AIP grant requests are being developed for consideration, including airport terminal user fees and TSA grants for screening/security improvements.
- Phased construction has been delayed to 2020 through 2023, due to the Federal Government shutdown at the end of 2018.
- Still awaiting and anticipating the State of Alaska DOT sending the CBS information about the upcoming parking lot management changes and options.

Background

The Airport Terminal Improvement Project is intended to remedy some of the existing critical problems identified in the Airport Terminal Master Plan 2008-2011, including working conditions in the baggage make-up area and TSA baggage screening area, as well as problems with congested passenger queuing, screening, baggage, fish boxes, waiting areas and passenger flow. CBS accepted a TSA design grant in the amount of \$158,569.25 to design specific improvements to the TSA Baggage Screening Area. Other areas impacted by these design changes are ineligible for the TSA design funding. The Assembly approved moving forward to the 65% Schematic Design Milestone for the preferred concept plan that was presented in the Assembly work-session August 8, 2017. Passenger Facility Charges (PFC) were applied for and approved by ADOT and FAA. Collection of the PFCs began May 1, 2018 and will. The total anticipated revenue collection over the 20-year period of collection is \$6,840,000.00, which is anticipated to finance the \$4,025,000 revenue bond along with its fees and debt service.

The current estimated cost for the project as identified is approximately \$15-million. The current funding plan outlines the following components:

- | | | |
|-------------------------------------|--------------|--------------------------------|
| • Passenger Facility Charge Revenue | \$4,025,000 | Bond secured |
| • TSA Funding | \$3,397,500 | Unsecured |
| • Eligible AIP Grant Request | \$10,283,954 | Unsecured |
| • Potential User Fees & Airline | TBD | – dependent on securing grants |

Current contracts: MCG Architects (design) \$449,069

Gary Paxton Industrial Park Access Ramp (PLANNING PHASE)

Milestones This Period

- Presented PND's completed report to GPIIP Board on October 21, 2019.

Future Milestones

- Revisit access ramp haul-out equipment options (trailer, travel lift, etc.), November 2019.
- Prepare GPIIP Access Ramp/Haul-out RFP pending recommendation from GPIIP Board, November 2019.

Background

The project includes planning and design for a multipurpose boat ramp for the Gary Paxton Industrial Park. The ramp is to be associated with the new existing barge ramp constructed adjacent to the Boat Building Lot. Project funding of \$40,000 provided in Gary Paxton Industrial Park Budget. Additional funding approved by Assembly March 3, 2019 for \$21,960 for a total of \$61,960.

Current Contracts: PND Engineers Inc. (design)

\$49,716

Nelson Logging Road Upgrades (CONSTRUCTION PHASE)

Milestones This Period

- No significant milestones achieved.

Future Milestones

- DNR Survey by North 57 Surveying to prepare easement plan complete, November 2019.
- Final Project closeout, November 2019.

Background

The project includes replacing both inadequate bridges, realignment at HPR intersection to raise the road elevation out of the stream floodplain, upgrading Nelson Logging Road to include drainage improvements, resurfacing, widening, and pedestrian amenities. Funding for the project is provided by a \$2,343,000 State of Alaska Department of Commerce Community and Economic Development Grant.

Current Contracts: LEI Engineers & Surveying (design)
K & E Alaska, Inc (construction)

\$471,120
\$1,544,280

Lincoln Street Paving – Harbor Way to Harbor Drive (DESIGN PHASE)

Milestones This Period

- No significant milestones achieved.

Future Milestones

- Project currently on hold, pending direction from Administrator and Assembly.

Background

The project includes replacing non-ADA-compliant curb ramps, failing storm drain, limited curb, gutter and sidewalk and all asphalt pavement on Lincoln Street from approximately Harbor Way to Harbor Drive. Red concrete crosswalks are planned to be bid as an additive alternate. Funding for the project is provided by:

\$1,760,000 – General Fund
 \$105,000 – CPET Funding
 \$20,000 – Water Fund
\$20,000 – Sewer Fund
 \$1,905,000 – Total Available Project Funding

Current Contracts: Professional and Technical Services, Inc. \$383,289
 (Lincoln portion of Lincoln & Katlian contract)

Katlian Street (DESIGN PHASE)

Milestones This Period

- No significant milestones achieved.

Future Milestones

- Project currently on hold, pending direction from Administrator and Assembly.

Background

The project includes replacing non-ADA compliant curb ramps, failing storm drain, and limited curb, gutter and sidewalk and all asphalt pavement on Katlian Street from Halibut Point Road to the MSC. Currently, funding for the project is provided by:
 Total Available Project Funding: \$747,868 (General Fund).

Current Contracts: Professional and Technical Services, Inc. \$394,986
 (Lincoln & Katlian design projects, combined)

Knutson Drive Road Repair (INVESTIGATION PHASE)

Milestones This Period

- No significant milestones achieved.

Future Milestones

- Review DOWL geotechnical exploration and recommendations report internally and discuss next steps: funding, design and repair plan, November 2019.

Background

CBS engaged with DOWL in June 2019 to investigate evidence of road failure in two locations on Knutson Drive. The outside edge of the roadway is settling and the guardrail is slowly sinking and falling away from the street. The consultant was hired to study the road failure, potential causes, and evaluate the potential risk of a more significant road failure.

Current Contracts: DOWL \$47,549.50

MAINTENANCE ACTIVITIES

Streets

- Graded gravel roads.
- Fixed drainage at State Police Academy and Tony Rebar Shooting Range.
- Spray patch potholes.
- Vegetation clearing.
- Sweeping of roads.
- Checked storm drain systems.
- Ditching and cleaning catch basins.
- Hauled approximately 21 abandoned vehicles to Scrapyard.
- Changed signs DeGroff Street.
- Buried approximately 80 yds of bio-solids material from Wastewater Plant.

Central Garage

- Performed 30 repairs on vehicles and equipment.
- One major repair: changed rusted out truck box on Electrical Department Unit #405, a 10 year old vehicle with approximately 55,000 miles.
- Working on purchasing new vehicles and equipment with the 2021 Budget.

Scrapyard

- Received 21 abandoned vehicles from Streets.
- Nine gondolas shipped, which equaled to 100 tons of scrap material.
- 17,040 pounds of high graded material.
- Received over a 100 white goods, of which, drained Freon from 60 refrigerators.
- Shipped one container of aluminum.

Grounds Maintenance

COMPLETED:

- Shifting into Fall seasonal rotation for mowing/leaf collection and maintenance on grounds and athletic fields.
- Fall Seasonal prep work and preventative maintenances
 - Closing up and winterizing sites
- Three 6" diameter trees blew down on Cutthroat Creek Boardwalk (trail next to Georgeson Loop Subdivision and Keet Gooshi Heen School).
- Provided additional mulch for student workers at Sitka High School
- Sitka High School and Cross Trail, problem with bear getting into trash and pulling refuge into the woods along the trail. SHS helped clean up site.
- Turnaround Complex site being used by individual(s) camping in park
- Graffiti along Crescent Harbor gazebos, bathrooms, trash cans, and lift station building.
- Graffiti in Lake and Lincoln Restrooms.
- Installed Security Cameras at Kimsham Complex.

ONGOING:

- Lower Moller East Playground – preliminary work to re-open playground (site clearing vegetation, construction fencing, and signage).
- Grounds Maintenance Specialist position posted and started review of potential candidates.
- Goddard Hot Springs needs repair to hot water supply line.
- Kimsham Complex needs attention on Field D (Kruger) to fill-in settling areas.
- Working on updates on policy and procedures for training, rotation plans, and work management for next season's crew
- Working on security cameras for the Moller Complex.

Building Maintenance

COMPLETED:

- Preventive maintenance schedule – normal operations. **NOTE:** Due to limited staffing, resources, and other priorities a number of monthly & quarterly PM work had to be deferred again this month.
- Assist with relocation of SCH art work to HCH museum.
- Airport Boiler – replaced primary controller.
- Airport investigation in odor issue in TSA area.
- Boiler PH inspections
- State elevator inspection mitigation with contractor.
- Scrapyard – troubleshoot electrical bailing facility.

ONGOING:

- Fire Hall air handler – machine down due to wire arc burning out motor.
- Fire Hall range – possible replacement required.
- Library ADA button – vandalized. New button on order.
- Police Department – Waiting on contractor for replacement of two broken windows.
- Police Department – quote for heat pump option.
- Police Department – HVAC Plan for short term solution and long term planning.
- Airport – luggage cart maintenance.
- City Hall – Utility counter needs touch up painting and minor trim work.
- Centennial Hall – Icemaker issues; replacement part here and install soon.
- Centennial Hall – Gutter membrane installation – received bid price – waiting on potential contractor.
- Library – interior LED lighting issue with restroom corridor fixture. Stock arrived, problem is electrical, which requires access cut into floor of mechanical space.
- Marine Service Center – asphalt patches around exterior of building, work scheduling in process.
- Marine Service Center – interior lighting, working with tenants in building.
- Marine Service Center – Roof Condenser Replacement Bid Opening Oct 30th.
- Transfer Station – building project continuation by Sitka High School. Working with contractors on electrical, mechanical, plumbing plans/bids.

- Senior Center – kitchen hood suppression – waiting for confirmation from contractor, possibly end of November.
- Custodial Contract bid packets being prepared.
- Assist with Airport Leases/Space (Legal).

MONITORING:

- WWTP boiler circulation pump 1 has leaking flanges (we are going to monitor due to renovations). Pump can be isolated, if needed. We have back up circulation using pump 2.
- WWTP fan unit 2 failed and temporary fan was installed (we will continue to monitor until renovation). Fan unit is for storage area exhaust.
- Harrigan Centennial Hall heating in room 117.
- Harrigan Centennial Hall – tile floor cracking common areas.



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-236 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Sitka Community Playground

Sponsors:

Indexes:

Code sections:

Attachments: [Special Report Sitka Community Playground](#)

Date	Ver.	Action By	Action	Result
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Special Report

Sitka Community Playground





CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-238 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Approve the minutes of the October 22 Assembly meeting

Sponsors:

Indexes:

Code sections:

Attachments: [Consent and Minutes](#)

Date	Ver.	Action By	Action	Result
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CONSENT AGENDA

POSSIBLE MOTION

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

I wish to remove Item(s) _____

**REMINDER – Read aloud a portion 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 22 Assembly meeting.



CITY AND BOROUGH OF SITKA

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

Minutes - Draft

City and Borough Assembly

*Mayor Gary Paxton
Deputy Mayor Steven Eisenbeisz,
Vice Deputy Mayor Kevin Mosher,
Kevin Knox, Dr. Richard Wein, Valorie Nelson, Thor Christianson*

*Interim Municipal Administrator: Hugh Bevan
Municipal Attorney: Brian Hanson
Municipal Clerk: Sara Peterson*

Tuesday, October 22, 2019

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

Present: 7 - Christianson, Eisenbeisz, Knox, Wein, Paxton, Mosher, and Nelson

IV. CORRESPONDENCE/AGENDA CHANGES

19-235 Reminders, Calendars, and General Correspondence

V. CEREMONIAL MATTERS

19-231 Proclamation - Veteran's Day

Mayor Paxton read and presented a proclamation honoring Veteran's Day to Jack Greenhalgh, Sam Pointer, and Richard Meunier of the Elks Veterans Association.

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

None.

VII. PERSONS TO BE HEARD

Maegan Bosak, Director of Marketing and Communications for SEARHC, provided an update on Sitka's Integrated Health Care team.

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

Mayor - Paxton relayed he had participated in a teleconference call with lobbying team Larry Markley, Ken Cameron, Interim Administrator Bevan, and C.J. Zane from the law firm that represents Shee Atika Inc. to review Sitka's needs. Paxton noted Zane had expertise with FERC requirements and permitting. Paxton noted he had asked Zane to send additional information on fees associated with their firm and suggested it may be worth the Assembly retaining the firm for a variety of services.

Interim Administrator - Bevan thanked staff for their work, spoke to various meetings he had attended, and stated progress was being made on the Assembly Action Plans.

Attorney - Hanson noted he had recently returned from vacation and was working on a number of litigation cases.

Liaison Representatives - Christianson spoke to the recent Gary Paxton Industrial Park Board meeting, Nelson reported on the Local Emergency Planning Commission, Knox summarized the Port and Harbors Commission meeting, and Wein reported on his attendance at the Health Needs and Human Services Commission and Tree and Landscape Committee meetings.

Clerk - Peterson reminded the next regular meeting was November 12 and reviewed vacancies on various Boards and Commissions.

IX. CONSENT AGENDA

- A 19-230** Approve the minutes of the October 8 Assembly meeting
- A motion was made by Knox that this Item be APPROVED. The motion PASSED by unanimous consent.**
- B RES 19-25** Supporting the Sitka Trail Works, Inc. grant application to the State of Alaska Recreational Trails Program for repairs to the Sea Lion Cove Trail
- Lynne Brandon of Sitka Trail Works spoke to the project. She noted no involvement was needed from the City other than the resolution. The Assembly thanked Brandon for her work.
- A motion was made by Knox that this Resolution be APPROVED ON FIRST AND FINAL READING. The motion PASSED by the following vote.**
- Yes:** 7 - Christianson, Eisenbeisz, Knox, Wein, Paxton, Mosher, and Nelson

X. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

None.

XI. UNFINISHED BUSINESS:

C 19-225 Approve the Employment Agreement between the City and Borough of Sitka and John Leach as Municipal Administrator

Wein thanked Municipal Attorney Brian Hanson for putting the document together and reviewed highlights for the public. Eisenbeisz reminded he was not at the meeting, nor was Christianson, when the decision was made to extend an offer to Leach. He asked members to share why they chose Leach. Mosher spoke to Section 4.01 of the Charter stating the administrator be appointed solely on the basis of his executive and administrative qualifications. He stated Leach was well qualified and had the willingness and ability to learn. Nelson stated there were four members who wished to hire Leach and noted Knox had requested the Assembly wait until Eisenbeisz was present before making a decision. She added, if the Assembly provided good guidance, Leach would be a great Administrator. Wein believed Leach to be an outstanding candidate with enormous potential. Christianson noted he had spoke with Leach while he was in town and had no objections. Paxton relayed Leach had answered the interview questions intuitively, had an unassuming demeanor, understood how to get closure on items, and was overall an outstanding candidate. Eisenbeisz thanked members for their responses.

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

Yes: 7 - Christianson, Eisenbeisz, Knox, Wein, Paxton, Mosher, and Nelson

D 19-221 Discussion / Direction on the possibility of Closed Captioning for Assembly meetings

Municipal Attorney Brian Hanson noted at the October 8 meeting the Assembly had asked him to research ADA requirements and what the City was required to observe for closed captioning. He stated he had been unable to complete that review. IT Director Grant Turner provided a demo of one option which would be of no cost to the City.

A motion was made by Nelson that this Item be POSTPONED to the November 12 meeting. The motion FAILED by the following vote.

Yes: 2 - Mosher and Nelson

No: 5 - Wein, Knox, Eisenbeisz, Paxton, and Christianson

Nelson stated she was willing to give direction but not willing to vote until hearing from the Municipal Attorney. Eisenbeisz thanked Turner for exploring options. Christianson didn't see a downside to giving it a try. After further discussion, it was decided to wait until the Municipal Attorney had a chance to report back on his research.

XII. NEW BUSINESS:**New Business First Reading****E ORD 19-38** Making supplemental appropriations for fiscal year 2020 (Homeland Security Grants)

Chief Finance and Administrative Officer Jay Sweeney stated while the grant funds had been awarded, in order to expend the funds, a supplemental appropriation was required. Police Chief Robert Baty commented the \$63,000 amount would be used to upgrade the jail camera system from analog to digital. Nelson wondered how the recent

\$300,000 grant/contribution from Sitka Tribe of Alaska fit into the equation. Baty stated they went hand in hand. The money received from Sitka Tribe of Alaska supplemented the capital budget already approved for the report management system. Interim Administrator Hugh Bevan stated the \$33,000 appropriation would be used to put the hardware in place for the report management system software.

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

Yes: 7 - Christianson, Eisenbeisz, Knox, Wein, Paxton, Mosher, and Nelson

Additional New Business Items

F 19-233 Discussion / Direction / Decision to lift the hiring freeze and dissolve the Assembly Position Subcommittee

Nelson felt the item was unexpected and wished to hear from the Interim Administrator. Bevan noted the subcommittee was unpopular and overall cast a pallor with staff. He added he was unaware of the affects it had on recruitment. Nelson stated the previous Assembly was trying to staunch the flow of outgoing funds, not hurt staff morale. Wein said the subcommittee helped him understand the flow of employees and why positions were needed. He reminded the subcommittee was not inhibiting hiring but rather monitoring the ebb and flow of personnel and represented a transparency to the community. He added the subcommittee gave him the opportunity to read job descriptions, understand what employees did, and monitor performance at City Hall. Christianson commented he understood the reasons for the subcommittee and applauded the previous Assembly. That said, he believed the subcommittee created operational inefficiencies. In addition, he stated the day-to-day operations of the City were the responsibility of the Administrator. Knox spoke to perception. He believed having the subcommittee had clouded public perception. He told of social media posts in which individuals had asked citizens to contact the subcommittee to support their hire. Knox reminded the Assembly had two employees (Administrator and Attorney). Mosher stated the intent behind the subcommittee was to control costs and look at efficiencies throughout the organization. He requested it stay in place through the next budget season. Nelson expressed frustration and believed it to be a slam to subcommittee members. She reminded the subcommittee had not refused any positions. Knox clarified and stated he did not feel the subcommittee had done a poor job. Instead, he believed the Assembly had stepped beyond its duties by having such a subcommittee. Paxton reminded the position of the Assembly was to set policy and strategy. He added the overreach of the Assembly into details of management was debilitating. He thanked the subcommittee for their work.

A motion was made by Knox to lift the hiring freeze and dissolve the Assembly Position Subcommittee. The motion PASSED by the following vote.

Yes: 4 - Christianson, Eisenbeisz, Knox, and Paxton

No: 3 - Wein, Mosher, and Nelson

G 19-232 Discussion / Direction / Decision on accepting title to land in the Takatz Lake area

Interim Administrator Hugh Bevan provided a summary. He explained the item had been initiated by a letter from the Department of Natural Resources (DNR) noticing the City lands that had been approved for conveyance around Takatz Lake to the City in 1981 were now being considered for full conveyance. Municipal Attorney Brian Hanson

reiterated DNR had approved the land conveyance, it had been in withdrawal status for decades and was now coming out of that status. He didn't believe the City had anything to lose. Interim Utility Director Jeff Wheeler agreed and suggested the land be conveyed to the City rather than another entity. Wheeler added the City couldn't afford to develop the area for hydroelectric now and relayed development costs years ago were estimated at \$355 million. Nelson spoke in support of the conveyance as did Christianson. Hanson stated there were no use requirements as far as development.

A motion was made by Christianson to accept title to lands in the Takatz Lake area as referenced in the attached letter to the Alaska Department of Natural Resources and authorize the Interim Municipal Administrator to sign the letter. The motion PASSED by the following vote.

Yes: 7 - Christianson, Eisenbeisz, Knox, Wein, Paxton, Mosher, and Nelson

H 19-234

Approve the reallocation of Electric Fund capital projects

Interim Administrator Hugh Bevan stated the Marine Street substation project was a critical piece of infrastructure. He noted over 80% of electric customers were served from the 40 year-old Marine Street substation. In 2016 the Assembly had approved an overall capital project plan for the Electric Department which included a \$4.3 million estimate for the substation project. The project was to be funded by unspent bond funds and did not require new sources of funding. It was noted that several issues had developed as project construction had progressed. The cost overruns resulted in a shortage of \$1.71 million to complete the project. Bevan noted the needed funds would come from a restructuring of the overall Electric Fund capital improvement program. He had high expectations that the City would come away with a significant amount of contingency remaining that the Assembly in turn could reallocate to the FY21 capital budget.

Nelson wondered if action on this project would warrant a rate increase. Bevan didn't believe this particular project would generate a rate increase but noted the overall financial structure of the Electric Department had major challenges. Eisenbeisz wondered how much of the \$1.7 million was for unforeseen construction costs and how much had been allocated for additional capacity. Eisenbeisz reminded in 2016, a line to Japonski Island/SEARHC hospital, for additional capacity needs, was not planned. Interim Utility Director Jeff Wheeler stated this would be considered a new service and he was of the understanding SEARHC planned to pay for the infrastructure as would be required of any line extension or new service. The City would then take it over and maintain. Eisenbeisz also inquired about the Jarvis Street Fuel System Repairs and Storage Tanks reallocation and the Blue Lake FERC License Mitigation projects. Wein asked for an explanation of what the restructuring of the Electric Fund capital improvement program looked like. Chief Finance and Administrative Officer Jay Sweeney reported the Electric Fund had approximately \$9 million of prior capital appropriations that had been appropriated but yet to be spent. Various pieces of the \$9 million had been juggled in order to cover the substation project. The balance remained the same. In addition he explained how the present Electric Fund cash flow did not support the magnitude of the future needs of the enterprise fund. Sweeney stated the Electric Fund generated approximately \$1 million in unrestricted cash flow each year, however, that \$1 million was needed to provide for all annual capital appropriations needed. Sweeney noted the controlled variables were to reduce expenditures, raise rates, or try to keep rates the same and increase the amount of electricity sold.

A motion was made by Knox to reallocate funding to increase the Marine Street N-1 capital project by \$1.7 million per the Interim Administrator's recommendation. The motion PASSED by the following vote.

Yes: 7 - Christianson, Eisenbeisz, Knox, Wein, Paxton, Mosher, and Nelson

XIII. PERSONS TO BE HEARD:

Police Chief Baty reminded November was Native American Heritage Month and urged participation in the parade on November 1. Christopher Brewton applauded the Assembly for approving the agenda item to accept title to lands in the Takatz Lake area.

XIV. EXECUTIVE SESSION

None.

XV. ADJOURNMENT

A motion was made by Mosher to ADJOURN. Hearing no objections, the meeting ADJOURNED at 8:05 p.m.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-237 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Approve a liquor license renewal application for DPJT, Inc. dba Nugget Restaurant at 600 Airport Road Suite A

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Memos Nugget](#)
[AMCO Nugget](#)

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

POSSIBLE MOTION

I MOVE TO approve a liquor license renewal application for DPJT, Inc. dba Nugget Restaurant at 600 Airport Road Suite A and forward this approval to the Alcoholic Beverage Control Board without objection.



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

MEMORANDUM

To: Mayor Paxton and Assembly Members
Hugh Bevan, Interim Municipal Administrator

From: Sara Peterson, Municipal Clerk

Date: November 5, 2019

Subject: Approve a liquor license renewal application for the Nugget Restaurant

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

Lic #: 790
DBA: Nugget Restaurant
License Type: Beverage Dispensary
Licensee: DPJT, Inc.
Premises Address: 600 Airport Road Ste A

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

Recommendation:

Approve the liquor license renewal application for DPJT, Inc. dba Nugget Restaurant and forward this approval to the Alcoholic Beverage Control Board without objection.



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

MEMORANDUM

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

From: Sara Peterson, Municipal Clerk

Date: October 4, 2019

Subject: Liquor License Renewal Application – The Nugget Restaurant

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

Lic #: 790
DBA: Nugget Restaurant
License Type: Beverage Dispensary
Licensee: DPJT, Inc.
Premises Address: 600 Airport Rd, Ste. A

Please notify by noon on Friday, October 11 of any reason to protest this renewal request. This request is scheduled to go before the Assembly on October 22, 2019.

Thank you.



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. 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 4, 2019

City and Borough of Sitka

Via Email: sara.peterson@cityofsitka.org

melissa.henshaw@cityofsitka.org

Re: Notice of 2020/2021 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	790
Licensee:	DPJT, Inc.		
Doing Business As:	Nugget Restaurant		

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, 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

Master Checklist: Renewal Liquor License Application

Doing Business As:	Nugget Restaurant	License Number:	790
License Type:	Beverage Dispensary		
Examiner:	David	Transaction #:	1148314

Document	Received	Completed	Notes
AB-17: Renewal Application	9/30	9/30	
App and License Fees	9/30	9/30	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit			
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LGB 1 Response:

☐ Waive ☐ Protest ☐ Lapsed

LGB 2 Response:

☐ Waive ☐ Protest ☐ Lapsed



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-17: 2020/2021 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that are due to renew by December 31, 2019. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed and submitted to AMCO's main office before any license renewal application will be reviewed. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	DPJT, Inc.	License #:	790
License Type:	Beverage Dispensary		
Doing Business As:	Nugget Restaurant		
Premises Address:	600 Airport Rd, Ste. A		
Local Governing Body:	City & Borough of Sitka		
Community Council:	None		
Mailing Address:	600 Airport Rd, Ste. A		
City:	SITKA	State:	AK
		ZIP:	99835

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

Contact Licensee:	Tim Holder	Contact Phone:	907- ¹³⁸ 098 -3640
Contact Email:	NUGGETSITKA AK@yahoo.com		

Optional: If you wish for AMCO staff to communicate with an individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:	N/A	Contact Phone:	
Contact Email:			

**Form AB-17: 2020/2021 Renewal License Application****Section 2 – Entity or Community Ownership Information**

Licensees who directly hold a license as an individual or individuals should skip to Section 3. General partnerships and local governments should skip to the second half of this page. All licensees that are corporations or LLCs must complete this section. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). The CBPL Entity # below is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by using the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	804627
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You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.



This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each shareholder 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.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application. You must list ALL of your qualifying officials, additional copies of this page or a separate sheet of paper may be submitted if necessary.

Name of Official:	Director, President, Secretary, Treasurer, Shareholder				
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:	Tim Holder				
Title(s):	Director, President, Secretary, shareholder, treasurer	Phone:	907-738-3640	% Owned:	100
Mailing Address:	600 Airport RD Suite A				
City:	Sitka	State:	AK	ZIP:	99835

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	



Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 3 – Sole Proprietor Ownership Information

Entities, such as corporations or LLCs, should skip this section. This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information.

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

This individual is an: ☐ applicant ☐ affiliate

Name:				Contact Phone:	
Mailing Address:	N/A				
City:		State:		ZIP:	
Email:					

This individual is an: ☐ applicant ☐ affiliate

Name:				Contact Phone:	
Mailing Address:	N/A				
City:		State:		ZIP:	
Email:					

Section 4 – Alcohol Server Education

This section must be completed only by the holder of a beverage dispensary, club, or pub license or conditional contractor's permit. The holders of all other license types should skip to Section 5.

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

Initials

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



Section 5 – License Operation

Check a **single box** for each calendar year that best describes how this liquor license was operated:

2018 2019

The license was regularly operated continuously throughout each year.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	-------------------------------------

The license was regularly operated during a specific season each year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------



Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2018 and 2019:

Yes No

Have any notices of violation (NOVs) been issued for this license in the calendar years 2018 or 2019?

☐ ☒

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2018 or 2019?

☐ ☒

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 – Certifications

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

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

☒

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.

☒

I certify on behalf of myself or of the organized entity 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.

☒

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Signature of Notary Public

Printed name of licensee

Notary Public in and for the State of Alaska



My commission expires: 8/19/22

Subscribed and sworn to before me this 26th day of Sept, 2019.

Seasonal License? Yes ☐ No ☒

If "Yes", write your six-month operating period: _____

License Fee:	\$ 2500.00	Application Fee:	\$ 300.00	TOTAL:	\$ 2800.00
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					2800.00

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

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

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	DPJT, INC.

Entity Type: Business Corporation

Entity #: 80462D

Status: Good Standing

AK Formed Date: 7/16/2003

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2021

Entity Mailing Address: 600 AIRPORT RD, SUITE A, SITKA, AK 99835

Entity Physical Address: 600 AIRPORT RD, SUITE A, SITKA, AK 99835

Registered Agent

Agent Name: TIM HOLDER

Registered Mailing Address: 600 AIRPORT RD, SITKA, AK 99835

Registered Physical Address: 600 AIRPORT RD, SITKA, AK 99835

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	TIM HOLDER	President, Shareholder, Treasurer, Director, Secretary	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
7/16/2003	Creation Filing	Click to View	
10/13/2003	Biennial Report		
10/19/2005	Biennial Report	Click to View	
10/04/2006	Biennial Report	Click to View	
2/22/2010	Biennial Report	Click to View	
6/10/2013	Admin Dissolution		Click to View
1/29/2014	Biennial Report	Click to View	
1/29/2014	Biennial Report	Click to View	
1/29/2014	Agent Change	Click to View	
1/29/2014	Reinstatement		Click to View
2/10/2015	Biennial Report	Click to View	
8/18/2017	Admin Dissolution		Click to View
8/28/2017	Biennial Report	Click to View	
8/28/2017	Reinstatement		Click to View
7/05/2018	Change of Officials	Click to View	
10/04/2018	Biennial Report	Click to View	

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License Detail

LICENSE DETAILS

License #: 908617

[Print Business License](#)

Business Name: NUGGET RESTAURANT

Status: Active

Issue Date: 12/04/2007

Expiration Date: 12/31/2019

Mailing Address: 600 AIRPORT RD
SITKA, AK 99835

Physical Address: 600 AIRPORT RD
SITKA, AK 99835

Owners

DPJT, INC

Activities

Line of Business

72 - Accommodation and Food Services

NAICS

722110 - FULL-SERVICE RESTAURANTS

Professional License #

Endorsements

No Endorsements Found

[Close License Detail](#)

[Print Friendly Version](#)



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-239 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Reappoint James Poulson to a three-year term on the Parks and Recreation Committee and appoint Sarah Lawrie to a three-year term on the Parks and Recreation Committee

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Parks and Rec](#)
[Poulson Application](#)
[Lawrie Application](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO reappoint James Poulson to a three-year term on the Parks and Recreation Committee and appoint Sarah Lawrie to a three-year term on the Parks and Recreation Committee.



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

Board/Commission/Committee: Parks and Recreation
Name: James Poulson Preferred Phone: [REDACTED]
Address: [REDACTED] Alternate Phone: [REDACTED]
Email Address: [REDACTED] Fax Number: [REDACTED]
Length of Residence in Sitka: 60 years Registered to vote in Sitka? ☒ Yes ☐ No
Employer: Verstova corp-

Organizations you belong to or participate in: Alaska Arts Southeast - Sitka
Community Land Trust, Sitka Historical Society, Sitka Maritime
Heritage Society

Explain your main reason for applying: Parks and recreational opportunities are
an important part of life in Sitka-

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

I have been an active user of Sitka's parks and am familiar with
much of their history - I've been a volunteer soccer coach and used city
facilities

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.

None

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: 10-25-19 Signature: [Signature]

Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? ☐ Yes ☐ No

Return to:

Melissa Henshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street
Fax: 907-747-7403 Email: melissa.henshaw@cityofsitka.org

James Poulson

EDUCATION:

COLGATE UNIVERSITY

Bachelor of Arts with majors in English and art history, 1988

BOSTON ARCHITECTURAL COLLEGE

Master in design studies in historic preservation 2019

WORK EXPERIENCE:

PHOTOGRAPHER, Daily Sitka Sentinel PROPERTY MANAGER, Verstovia Corporation

HISTORIC PRESERVATION

Property manager of three National Historic Register-listed buildings. Preservation consultant on National Historic Landmark Sheldon Jackson campus.

VOLUNTEER EXPERIENCE:

Sitka Parks and Recreation Committee board member 2018-present

Sitka City and Borough Historic Preservation Commission member 2011-present

Founding member of the Friends of Sitka National Historical Park 2015

Board member of Alaska Arts Southeast 2013-present

Board member of Sitka Community Land Trust 2014-present

E.W. Merrill Project board treasurer 2014

Community Schools soccer coach 2009-14

Sitka Maritime Heritage Society volunteer 2010-present

Mt. Edgecumbe Preschool board president 2008



PARKS AND RECREATION COMMITTEE

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
JAMES POULSON 1610 Sawmill Creek Road	747-3219 w 747-6567 h james.poulson1@gmail.com	8/30/18	11/22/19	CHAIR <i>Christianson's term</i>
BETH SMITH 109 Darrin Drive	747-7010 253-590-3137 bekumtoo@hotmail.com	3/14/17	3/14/20	VICE CHAIR
BARBARA MORSE PO Box 2972	509-312-0617 morseb9@hotmail.com	3/22/16	3/22/19 3/26/22	
BRANDON MARX PO Box 6171	747-1700 738-1392 marxlaw@gci.net	5/28/19	6/12/21	<i>Wright's term</i>
RICH KRUPA PO Box 3126	966-1956 747-3904 krupar@sitkaschools.org	6/11/19	6/11/22	
SUSAN COMPAGNO 1207 Halibut Point Road	738-3497 747-7457 susancompagno2002@yahoo.com	6/25/19	6/25/22	
<i>WOODY WIDMARK 444 Katlian Street</i>	<i>752-0152 c woodywidmark@gmail.com</i>	<i>9/27/16</i>	<i>9/27/19</i>	CHAIR
Kevin Knox PO Box 6415	738-4664 c assemblyknox@cityofsitka.org			Assembly Liaison
Michael Colliver Building, Grounds, and parks Supervisor City and Borough of Sitka	747-4039 michael.colliver@cityofsitka.org			Ex-Officio
Melissa Henshaw Deputy Clerk City and Borough of Sitka	747-1826 melissa.henshaw@cityofsitka.org			Secretary

7 members from public - 3 year terms

Established by Ordinance 75-199 (2.56 SGC)

Second Tuesday, Noon – Harrigan Centennial Hall, 330 Harbor Drive

Community Resources				
Mary Miller Sitka National Historical Park 106 Metlakatla Street	747-0111 w 747-5938-fax mary_miller@nps.gov			
Lynne Brandon Sitka Trail Works 801 HPR	747-7244 w 747-7315 fax trail@gci.net			
Annemarie LaPalme Sitka Forest Service 2108 Halibut Point Road	747-4209 annemarie.lapalme@usda.gov			

Revised: September 30, 2019



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

Board/Commission/Committee: PARKS & RECREATION
Name: SARAH LAWRIE Daytime Phone: [REDACTED]
Address: [REDACTED] Evening Phone: [REDACTED]
Email Address: _____ Fax Number: _____
Length of Residence in Sitka: 30 YEARS ^{GIVE} ^{UP} TAKE Registered to vote in Sitka? ☒ Yes ☐ No
Employer: SITKA SCHOOL DISTRICT

Organizations you belong to or participate in: PROGRAM DIRECTOR - SITKA AMERICORPS PROGRAM.
PREVIOUS EXECUTIVE DIRECTOR OF GREATER SITKA ARTS COUNCIL (2 YEARS) 2 YRS AMERICORPS SERVICE. 3 YRS
Explain your main reason for applying: INTERESTED IN SUPPORTING PARKS & REC. W/ VOLUNTEERS (AMERICORPS MEMBERS).
LOVE SITKA & WANT TO SUPPORT BEAUTIFICATION. ON S.J. MUSEUM BOARD

What background, experience or credentials will you bring to the board, commission, or committee membership?
PLEASE SEE MY COVER LETTER.

Please disclose any potential conflicts of interest that may arise from your appointment. These may include but are not limited to:

- A substantial financial interest of \$1000 annually that could be influenced by your appointment.
- An immediate family member employed within the scope of this appointment.

Please attach a letter of interest, outline, or resume which includes your education, work, and volunteer experience that will enhance your membership.

→ (To be considered, your application must be complete AND be accompanied by one of the above supporting documents.)

Date: 10.16.2019 Signature: [Signature]

Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? ☒ Yes ☐ No

Return to:

Melissa Henshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street
Fax: 907-747-7403 Email: melissa.henshaw@cityofsitka.org

To Whom It May Concern;

Please consider my application for a seat on the Parks and Recreation Committee for the City and Borough of Sitka.

I have an alignment of both education and employment experience to bring to bear on this position. I am most interested in providing synergy between the Sitka AmeriCorps Program and Parks and Recreation. I would be delighted to support beautification and recreation in my community. I was born and raised in Sitka and after gaining my education (and some adventures), I returned permanently to Sitka in 2013 to raise my own family. While my education and expertise are specific the Arts, I am a dedicated citizen of Sitka and have accumulated varied and deep interconnections and skills I bring to this position.

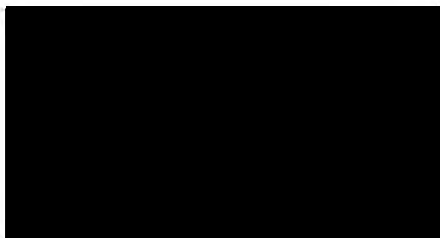
Most recently, I have been leading the Sitka AmeriCorps Program. I am responsible for all aspects of the program, with financial oversight provided by the Sitka School District. The program, in its twelfth year, integrates into the Sitka community through placements within all schools in the district, and at non-profit organizations. The Sitka AmeriCorps Program has 20 full time members annually. I am the sole employee.

Prior to my leadership position with AmeriCorps, I served two years as the executive director of the arts non-profit the Greater Sitka Arts Council in Sitka. I was responsible for all aspects of the running that organization and was the sole employee. Prior to that, I served as an AmeriCorps member with the Greater Sitka Arts Council in Sitka. My service supported the executive director in arts outreach for underserved populations in Sitka. During this period, I also served three years on the Sheldon Jackson Museum Board.

In December 2012 I completed a three- year, full-time, educational endeavor; a Masters of Fine Arts at Dunedin School of Art in New Zealand. Over those three years, I served as student convener to the Council of Otago Polytechnic at Dunedin School of Art, in this role I mediated between the Council and student body.

Thank you for your consideration,

Sincerely,

A handwritten signature in dark ink, featuring a large, stylized 'S' and 'A' followed by a long horizontal stroke and a small circle at the end.

Sarah Joan Lawrie

[REDACTED]
Sitka, Alaska 99835
[REDACTED] [REDACTED]

Personal Statement:

For the past three years, I have served as the AmeriCorps Program Coordinator of the Sitka AmeriCorps Program in Sitka, Alaska. For three years, I worked as the executive director of the local arts non-profit the Greater Sitka Arts Council in Sitka. Prior to that, I served two terms as an AmeriCorps member with the Greater Sitka Arts Council.

I was born and raised in Sitka and after gaining my education (and some adventures), I returned permanently to Sitka in 2013 to raise my own family. While my education and expertise are specific the Arts, I am a dedicated citizen of Sitka and have accumulated varied and deep interconnections and skills I bring to this position.

I see myself well suited for a role of service to others that presents constant challenges and requires creative thinking and initiative.

Highlights:

- Leadership of the Sitka AmeriCorps program, a state and national AmeriCorps Program. Three years. Sole employee.

- Management of 20 full time AmeriCorps members and partner host-sites.

- Three years leadership and management as the executive director of the arts non-profit Greater Sitka Arts Council in Sitka, Alaska. Sole employee.

- Two years of service as an AmeriCorps member at the Greater Sitka Arts Council, outreach to underserved populations.

- Three years of intensive arts education-Master of Fine Arts from Dunedin School of Art in Dunedin, New Zealand.

- Comprehensive knowledge base and understanding of Art History and Theory, practice-based research, and contemporary arts practice.

- Curate and market three solo art exhibitions to obtain degree. Curate and participate in many art exhibitions since art school including solo shows.

- Mediate between the School of Art Council and the student body. Advocate for students on relevant issues and strengthen understanding between the two groups.

-Leadership and management skill co-owning and operating seasonal yacht-detailing business for four summers in Sitka, AK. Four full-time seasonal employees.

-Proficient with desktop publishing, MS office suite, website management and social media.

-Cooperate with a team and deliver outstanding customer service through three years administrative experience in a busy dental office. Supervise all office duties while the Office Manager away.

-Motivate and challenge students through structured yoga classes.

Employment:

Program Coordinator: Sitka AmeriCorps Program

I am the sole employee responsible for all aspects of leading the Sitka AmeriCorps Program with financial oversight provided by the Sitka School District. I develop and implement programmatic plans, policies, and goals to further CNCS objectives. I am responsible for recruiting, orienting and managing twenty AmeriCorps members placed at 20 partner host sites. I manage a diverse cohort of members and host-site partnerships. I work collaboratively with community stakeholders, host site partners, school administration and members.

I represent the Sitka AmeriCorps Program with key stakeholders at the programmatic level. I develop and maintain community relationships that support our program. I represent the organization in a variety of public settings to increase AmeriCorps brand awareness.

I ensure that programs/events are inclusive for all abilities including people who have physical and mental health conditions. I maintain an understanding of health and social issues that affect my community.

As my program is embedded within the Sitka School District, I possess a robust knowledge of school systems and structures.

I created the Sitka AmeriCorps program design to support youth in our underserved rural community. I regularly engage in public speaking and written communication to manage promote the program. Since inheriting the program, I have researched, designed and implemented a data collection plan. I have implemented a successful member recruitment and retention strategy.

I ensure compliance to CNCS regulations. I update policy and procedure manual to reflect changing landscape of leadership in DC. I establish and execute record keeping strategy.

I am proficient Microsoft Office, do website management, social media and desktop publishing.

I am responsible for writing and reporting on the grant that funds the program. I do all the research, writing, and editing. I am responsible for all marketing of the program and all other communication.

Executive Director-Greater Sitka Arts Council

I developed and implemented operational plans, policies, and goals to further Greater Sitka Arts Council strategic objectives. I acted as Acts as the primary spokesperson for the Greater Sitka Arts Council including public speaking. I provided leadership to contract staff personnel, volunteers and

community partners. I organized and attended board meetings. I ensured compliance to standards in accordance with all government legislation, regulations and guidelines pertinent to the organization's role as an employer and non-profit agency. I submitted reports as requested or required by law to appropriate government officials or the board of directors. I researched funding sources, guided the development of fund raising plans and wrote grant proposals. I oversaw marketing and other communication.

Office Administration: I was the point person for maintenance, mailing, shipping, supplies, equipment, and bills. I organized all meetings and appointments. I established and monitored procedures for record keeping.

Bookkeeper: I paid supplier invoices and issued invoices to customers/donors. I assembled information for annual external auditors. I ensured compliance with local, state, and federal government reporting requirements. I assisted with completion of quarterly and monthly tax returns. I developed grant proposal budgets.

Graphic Designer & Marketer: I lead all promotional efforts. I prepared layouts, designs, artwork and formats for user in publication and/or marketing design. I developed and maintained social media profiles.

Fundraiser: I recruited and organized volunteers. I built relationships with donors or companies and made pitches. I recruited sponsors, participants, or volunteers. I supervised fundraising staff, including volunteer staff members. I attended community events or meetings to promote organizational goals. I developed fundraising activity plans. I planned and directed special events for fundraising. I solicited cash or in-kind donations or sponsorships from individual, business, or government donors. I organized annual fundraising initiatives.

Event Coordinator: I was responsible for the event team's output, ensuring all aspects of the event were delivered on time and schedule, and in line with success metrics. I oversaw event budget.

Outreach Coordinator: I represented G.S.A.C. with key stakeholders at the operational level. I developed and maintained community relationships that supported programs and services. I represented the organization in a variety of public settings to increase brand awareness. I ensured that programs/events are inclusive for all abilities including people who have physical and mental health conditions. I facilitated focus groups. I maintained an understanding of health and social issues that affect community populations.

Gallery Space Curator: I provided curatorial leadership and worked collaboratively across Sitka and in the arts community to develop and curate local arts exhibitions. I coordinated exhibition schedule. I supervised installations, de-installations and reinstallations of featured collections. I developed and maintained active relationships with artists, community members and professional colleagues.

AmeriCorps Member: Program Developer: Greater Sitka Arts Council (2013-2016) *Sitka, Alaska*

I was responsible for event planning, managing and execution. I organized an annual Christmas Artisan's Market that included 43 statewide vendors. I was responsible for social media and promoting events through designed advertising. I implemented an online artist registry of all local artists.

Instructor: After School Arts Program (2014) *Sitka, Alaska*

Researched, created and delivered quality after school art classes for children grades 2 through 5. The aim of the classes is to expose children to various art making processes in a fun and supportive atmosphere.

Instructor: *Artigras* Painting Workshop (2013) *Sitka, Alaska*

I devised, organized and led an acrylic painting workshop for adults. This required organization, multitasking, professional adaptability and the ability to bring all aspects of an event together simultaneously.

Illustrator: GYRO Student Magazine (2011-2012) *Dunedin, New Zealand*

This was a volunteer position and involved providing illustrations to deadline for the student magazine in response to content.

Creative Consultant: Literacy Aotearoa (2011-2012) *Dunedin, New Zealand*

For this volunteer position I independently managed and created all marketing materials for educational events, art workshops, and programs. I also created flyers, posters, handled radio, and print aspects of the marketing strategy.

Archivist Internship: Sitka Historical Society and Museum (Nov. 2011-Jan. 2012) *Sitka, Alaska*

As an archivist intern I researched and cataloged artifacts, archival documents, and photographs into the PastPerfect database. I developed knowledge of preservation and environmental stabilization best practice. I assisted in re-housing all artifacts cross-referenced them with the database and corrected any errors or missing information. I scanned and/or took photographs of all artifacts to be entered into PastPerfect. I handled and labeled all items in accordance with best museum practices. I also assisted curator with development of Community Curating program. I implemented specialized knowledge of media, Art History and Theory, and contemporary arts practice gained through Master's degree education. I attended monthly Collection Committee and Board meetings. I coordinated with donors to discuss and catalog new acquisitions. I responded to research requests from the public. I assisted the museum curator with advertising, promoting and executing Sitka Historical Museums' annual wine-tasting fundraiser and silent auction. I monitored temperature and relative humidity levels in accordance with museum best practice.

Convener to Council: Dunedin School of Art (2010-2012) *Dunedin, New Zealand*

Nominations for this position were chosen by faculty from all programs within the school to represent student interests and advocate on issues. I canvassed the student body, collecting opinion on current student issues and then formulated a report to deliver to the student subcommittee. As the convener from the student subcommittee to the Council I attended monthly day-long meetings with the Council and delivered a summarized report from the student subcommittee. I resolved with the Council issues raised by students—in particular I garnered funds for audio book collection and audio reading software for dyslexic student.

Owner/Manager: Southeast Marine Services (2008-2010) *Sitka, Alaska*

While I owned SMS, I managed a small team of employees. I provided professional and meticulous detailing of yachts visiting Sitka Harbors. I coordinated scheduling, mediated personnel relations and ensured customer satisfaction. I researched and standardized best practice for detailing multi-million dollar yachts and associated responsibilities. I negotiated successfully with clients and handled contracts in a timely and appropriate manner. I met deadlines while executing consistent quality. I safeguarded quality control and wage negotiation.

Administrative Assistant: Sitka Dental Clinic (2008-2010) *Sitka, Alaska*

My responsibilities in this job were many and required the ability to prioritize and multi-task. I maintained patient charts, insurance billing, and followed up on filed claims. I researched insurance policies to inform patients of their coverage. I mediated and expedited relationships between doctors and patients. I worked cooperatively and successfully within a small office environment. I acquired mastery of dental coding and scheduling software program. I developed knowledge of dental procedures and methods so as to handle charts and patient requests efficiently and correctly. While the Office Manager was away, I successfully administered all duties associated with running Sitka Dental Clinic office. I answered all telephone calls taking appropriate action, and ensured a positive patient experience. I constantly updated patient records and filed insurance claims in a timely manner. I scheduled appointments for patients in-house and by telephone. I handled cash and made bank deposits.

Assistant Librarian: Stratton Library, Sheldon Jackson College (2005-2006) *Sitka, Alaska*

While in this position I designed, planned and published marketing material for events held at the library. I created educational displays within the library to create interest in different topics. I assisted students and visitors with research on EbscoHost database and within the library collection. I researched and cataloged the Old Book collection into Microsoft Excel. I cataloged the magazine, Alternative Radio, music, and art print collections into the library database.

Naturalist: M/V Sea Life Discovery (2004) *Sitka, Alaska*

As a naturalist, I researched and presented information on undersea and marine flora and fauna. I provided an excellent customer experience from passenger pick up through drop off. I continuously researched and updated my oral presentation and polished my presentation skills.

References:

Katie Abbott: Executive Director, *Serve Alaska, Anchorage, Alaska*

[REDACTED]

Margaret Hughes: Program Officers, *Serve Alaska, Anchorage, Alaska*

[REDACTED]

Dr. Mary Wegner: Superintendent, *Sitka School District, Sitka, Alaska*

[REDACTED]

Professor Leoni Schmidt: Head of School, *Dunedin School of Art, New Zealand*

[REDACTED]

Clive Humphreys: Manager of Painting, Print & Textiles, *Dunedin School of Art, New Zealand*

[REDACTED]

Home (evening)

[REDACTED]

Crysti Pellett: Office Manager, *Sitka Dental Clinic, Sitka, Alaska*

[REDACTED]



PARKS AND RECREATION COMMITTEE

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
JAMES POULSON 1610 Sawmill Creek Road	747-3219 w 747-6567 h james.poulson1@gmail.com	8/30/18	11/22/19	CHAIR <i>Christianson's term</i>
BETH SMITH 109 Darrin Drive	747-7010 253-590-3137 bekumtoo@hotmail.com	3/14/17	3/14/20	VICE CHAIR
BARBARA MORSE PO Box 2972	509-312-0617 morseb9@hotmail.com	3/22/16	3/22/19 3/26/22	
BRANDON MARX PO Box 6171	747-1700 738-1392 marxlaw@gci.net	5/28/19	6/12/21	<i>Wright's term</i>
RICH KRUPA PO Box 3126	966-1956 747-3904 krupar@sitkaschools.org	6/11/19	6/11/22	
SUSAN COMPAGNO 1207 Halibut Point Road	738-3497 747-7457 susancompagno2002@yahoo.com	6/25/19	6/25/22	
<i>WOODY WIDMARK 444 Katlian Street</i>	<i>752-0152 c woodywidmark@gmail.com</i>	<i>9/27/16</i>	<i>9/27/19</i>	CHAIR
Kevin Knox PO Box 6415	738-4664 c assemblyknox@cityofsitka.org			Assembly Liaison
Michael Colliver Building, Grounds, and parks Supervisor City and Borough of Sitka	747-4039 michael.colliver@cityofsitka.org			Ex-Officio
Melissa Henshaw Deputy Clerk City and Borough of Sitka	747-1826 melissa.henshaw@cityofsitka.org			Secretary

7 members from public - 3 year terms

Established by Ordinance 75-199 (2.56 SGC)

Second Tuesday, Noon – Harrigan Centennial Hall, 330 Harbor Drive

Community Resources				
Mary Miller Sitka National Historical Park 106 Metlakatla Street	747-0111 w 747-5938-fax mary_miller@nps.gov			
Lynne Brandon Sitka Trail Works 801 HPR	747-7244 w 747-7315 fax trail@gci.net			
Annemarie LaPalme Sitka Forest Service 2108 Halibut Point Road	747-4209 annemarie.lapalme@usda.gov			

Revised: September 30, 2019



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-240 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Reappoint Deb Miller and Lisa Moore to three-year terms on the Tree and Landscape Committee

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Tree and Landscape Miller Application](#)
[Moore Application](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO reappoint Deb Miller and Lisa Moore to three-year terms on the Tree and Landscape Committee.



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

Board/Commission/Committee: Tree + Landscape Committee
Name: Deb Miller Preferred Phone: [REDACTED]
Address: [REDACTED] Alternate Phone: [REDACTED]
Email Address: [REDACTED] Fax Number: [REDACTED]
Length of Residence in Sitka: 17 Registered to vote in Sitka? Yes ☒ No ☐
Employer: SEARCH

Organizations you belong to or participate in: Emblem Club, White Elephant Volunteer, Sitka Hiking Club, Haines Wellness Center

Explain your main reason for applying: I am reapplying for this appointment because I enjoy working with my fellow volunteers to help keep Sitka a beautiful community.

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

3 previous years experience on the committee and a love of gardening.

Please disclose any potential conflicts of interest that may arise from your appointment. These may include but are not limited to:

- A substantial financial interest of \$1000 annually that could be influenced by your appointment.
- An immediate family member employed within the scope of this appointment.

Please attach a letter of interest, outline, or resume which includes your education, work, and volunteer experience that will enhance your membership.

→ (To be considered, your application must be complete AND be accompanied by one of the above supporting documents.)

Date: Oct 12, 2019 Signature: [Signature]

Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? ☐ Yes ☒ No

Return to:

Melissa Henshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street
Fax: 907-747-7403 Email: melissa.henshaw@cityofsitka.org

**Letter of Interest for Reappointment to
Tree and Landscape Committee**

October 12th, 2019

City and Borough of Sitka

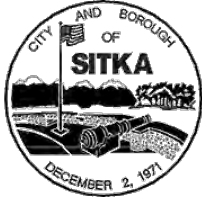
100 Lincoln St, Sitka, AK 99835

I am reapplying for the volunteer position on the Tree and Landscape (T&L) Committee. I feel that the volunteer hours that the T&L Committee donate to the City and Borough of Sitka have made a significant improvement in the aesthetic appeal of our beautiful town. The committee works closely with Michael Colliver, the Building, Grounds and Parks Supervisor to identify areas of the city that need attention, whether it involves planting and landscaping or simply grooming and weeding. It is a pleasure to work with the other dedicated members of the committee, rain or shine, we always complete our projects.

Thank you for considering my application.

Sincerely,

Deb Miller



TREE AND LANDSCAPE COMMITTEE

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
DEB MILLER 708 Lake St.	738-1175 c sitkadjm@gmail.com	10/22/13 10/25/16	10/22/16 10/25/19	CHAIR
JOE D'ARIENZO 2219 SMC	747-7448 delsenzo@live.com		7/24/04 7/13/07 7/10/10 6/22/13 11/12/16 11/22/19	VICE CHAIR
LISA MOORE Box 2943	747-5534 moorelisa@aol.com		7/24/04 7/13/07 9/25/10 10/26/13 11/12/16 11/22/19	SECRETARY
LIZ MCKENZIE PO Box 144	752-7046 c liz.creativeworks@gmail.com	12/8/15	12/8/18 12/20/21	
KIM KIRKNESS 1205 Georgeson Loop	738-1569 c kimalyn@alaskan.com	2/28/17	2/28/20	
<i>CORA NISBET 722 Lake St.</i>	<i>738-5147 coranisbet@gmail.com</i>	<i>11/10/14</i>	<i>11/10/17</i>	
<i>MAT TURNER 112 Shotgun Alley</i>	<i>747-7205 h matthew.g.turner@uscg.mil</i>	<i>1/12/16</i>	<i>12/9/17</i>	<i>Hennessy's term</i>
RICHARD WEIN PO Box 2424	738-0577 assemblywein@cityofsitka.org			Assembly Liaison

MUNICIPAL STAFF SUPPORT

Michael Colliver 100 Lincoln Street	747-4039	michael.colliver@cityofsitka.org	Building, Grounds and Parks Supervisor
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Established by Ord. 01-1625; revised by Ord. 03-1718
 7 members 3-year terms
 Meets: 3rd Tuesday, Noon, Sitka Public Library

Revised: October 9, 2019



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

Board/Commission/Committee: TREE & LANDSCAPE COMMITTEE
Name: LISA MOORE Preferred Phone: [REDACTED]
Address: [REDACTED] physical [REDACTED] Alternate Phone: [REDACTED]
Email Address: [REDACTED] Fax Number: [REDACTED]
Length of Residence in Sitka: 19 years Registered to vote in Sitka? X Yes No
Employer: self employed

Organizations you belong to or participate in:

SITKA TREE & LANDSCAPE COMMITTEE, OCEAN WAVE QUILTERS

Explain your main reason for applying:

I WANT TO SERVE ANOTHER TERM - IT IS MY COMMUNITY SERVICE

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

I am a founding member of this COMMITTEE. 15 years on T&L Master Gardener.

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.

None

Please attach a letter of interest, outline, or resume which includes your education, work, and volunteer experience that will enhance your membership. The attached letter still applies

→ (To be considered, your application must be complete AND be accompanied by one of the above supporting documents.)

Date: 10-28-2019 Signature: [Signature]


Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? Yes No

Return to:

Melissa Henshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street
Fax: 907-747-7403 Email: melissa.henshaw@cityofsitka.org

To: City of Sitka

From: Lisa Moore


Re: Letter of Intent to accompany Tree and Landscape application

To whom it may concern,

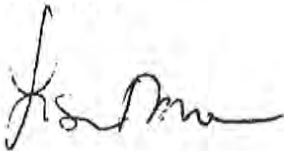
I am a charter member of the Sitka Tree and Landscape Committee, (established in 2001). I have been the secretary for the committee for the entire time. I have volunteered many hours and intend to continue to do so.

I started with the committee to fulfill my obligation of 40 hours of community service for attending the Master Gardener class. It is very satisfying to be able to give community service in such a tangible way. I do enjoy driving past the trees I have helped plan and plant. It is great to be a part of an organization that is active with our hands and not just attend meetings, although I do enjoy the review of city projects, landscaping plans.

My education is a BS degree in Electrical Engineering from University of Houston, 1987. I worked as an engineer until 2000, when I retired and moved to Sitka. I started a small business in 2004 in quilt pattern design and that is my current employment.

The Tree and Landscape committee has done a lot for the city of Sitka and is recognized by the state board (Alaska Community Forest Council) as one of the most active tree boards in the whole state. We enjoy an active partnership with the city groundskeeping staff. We have planted hundreds of trees, shrubs and groundcovers for the beautification of our town. I hope that you can find a way to continue to support us as a committee.

Lisa Moore

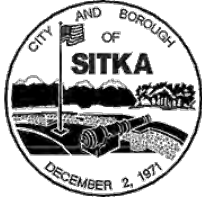


November 31, 2016



Oct 28, 2019

- This letter of intent
still applies



TREE AND LANDSCAPE COMMITTEE

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
DEB MILLER 708 Lake St.	738-1175 c sitkadjm@gmail.com	10/22/13 10/25/16	10/22/16 10/25/19	CHAIR
JOE D'ARIENZO 2219 SMC	747-7448 delsenzo@live.com		7/24/04 7/13/07 7/10/10 6/22/13 11/12/16 11/22/19	VICE CHAIR
LISA MOORE Box 2943	747-5534 moorelisa@aol.com		7/24/04 7/13/07 9/25/10 10/26/13 11/12/16 11/22/19	SECRETARY
LIZ MCKENZIE PO Box 144	752-7046 c liz.creativeworks@gmail.com	12/8/15	12/8/18 12/20/21	
KIM KIRKNESS 1205 Georgeson Loop	738-1569 c kimalyn@alaskan.com	2/28/17	2/28/20	
<i>CORA NISBET 722 Lake St.</i>	<i>738-5147 coranisbet@gmail.com</i>	<i>11/10/14</i>	<i>11/10/17</i>	
<i>MAT TURNER 112 Shotgun Alley</i>	<i>747-7205 h matthew.g.turner@uscg.mil</i>	<i>1/12/16</i>	<i>12/9/17</i>	<i>Hennessy's term</i>
RICHARD WEIN PO Box 2424	738-0577 assemblywein@cityofsitka.org			Assembly Liaison

MUNICIPAL STAFF SUPPORT

Michael Colliver 100 Lincoln Street	747-4039	michael.colliver@cityofsitka.org	Building, Grounds and Parks Supervisor
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Established by Ord. 01-1625; revised by Ord. 03-1718
 7 members 3-year terms
 Meets: 3rd Tuesday, Noon, Sitka Public Library

Revised: October 9, 2019



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-241 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Reappoint Michael Reif to a three-year term on the Investment Committee

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Investment](#)
[Reif Application](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO reappoint Michael Reif to a three-year term on the Investment Committee.



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

Board/Commission/Committee: Investment Committee
Name: Michael Reil Preferred Phone: [REDACTED]
Address: [REDACTED] Alternate Phone: Same
Email Address: [REDACTED] Fax Number: NA
Length of Residence in Sitka: 42 years Registered to vote in Sitka? ☒ Yes ☐ No
Employer: Sitka Sea Boomer
Organizations you belong to or participate in: Alaska Longline Fishermen Assoc
SE Regional Diver Fisheries Assoc - board member

Explain your main reason for applying:

See Attached letter of interest

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

See Attached letter of interest

Please disclose any potential conflicts of interest that may arise from your appointment. These may include but are not limited to: None

- A substantial financial interest of \$1000 annually that could be influenced by your appointment.
- An immediate family member employed within the scope of this appointment.

Please attach a letter of interest, outline, or resume which includes your education, work, and volunteer experience that will enhance your membership.

→ (To be considered, your application must be complete AND be accompanied by one of the above supporting documents.)

Date: 10-25-2019 Signature: [Signature]

Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? ☐ Yes ☒ No

Return to:

Melissa Henshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street
Fax: 907-747-7403 Email: melissa.henshaw@cityofsitka.org

Letter of Interest

Investment Committee Application

Mike Reif

Sixty four years ago I was born in East Detroit, Michigan. Early in life I worked for my father in a number of the residential building trades. It was college at Michigan Technological University that provided me the opportunity to leave the large city and pursue a passion of earning a BS degree in Forest Management. That degree was my ticket to a dream opportunity in Sitka and seasonal employment with the Forest Service in 1977, working in the remote regions of the Tongass. That experience led me to further my forestry career and schooling in Eastern Washington, completing graduate studies from which I earned a certificate in Forest Silviculture. I enjoyed my time down South, but a place named Sitka was luring me back.

In 1981, I returned to Sitka and have remained ever since, 38 plus years now. Sitka was alive with opportunities and I was young and ambitious with an entrepreneurial spirit. It was not long before I created Reif's Hammers & Pipes, a residential home building and mechanical "plumbing & heating" business enterprise. After over 25 years as a thriving business, the home building accomplishment I am most proud of is receiving the "Alaskan Craftsman Builder of the Year Award in 1991 for outstanding construction of energy efficient homes." It was also a proud moment in 2002 when our innovative heating system was featured in a national trade journal. In addition to these land based businesses, the oceans surrounding Sitka also beckon me.

After years of sport fishing and being a deckhand, in 1991, I had a small boat built and started another business, Sitka Sea Roamer. It is a business that keeps me on the ocean engaged in both charter and commercial fishing over a hundred days a year now. I enjoy sharing Sitka's beauty with visiting charter guests, and working with our fishing industry in the harvest of halibut and black cod, and diving for sea cucumbers. In addition to work, Sitka is a great community to volunteer.

I have a passion to volunteer in local city governance. From 1991-1994, I was a member of the Sitka Assembly and Deputy Mayor for two years. For many years I was a member of the Sitka Planning and Zoning Commission, serving both as a member and Chair. I was also the Chairperson to the Sitka Charter Review Commission in the mid 90's and for years a member of the Sitka Investment Committee. Recently, from 2011 – 2014, I was a member of the Sitka Assembly. Also I have been inspired by fellow Sitkans to serve overseas. Prior to my most recent term on the Assembly, I have volunteered in both the Philippines and Cambodia.

What I hope this snapshot of me present, is a person who has been successful as a self employed business person for 38 years and also has been dedicated in volunteering to various boards, commissions, committees, & Assemblies of the City and Borough of Sitka for over 25 years. That combination of experience and dedication is important as we solidify the future of the Sitka Permanent Fund and other City assets to provide for the needs of the community both today and tomorrow. I hope you will retain me as a member of your Investment Committee to follow the directives of the Assembly and provide solid recommendations for your consideration.

Respectfully submitted to the Assembly

Mike Reif





INVESTMENT COMMITTEE

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
MICHAEL REIF PO Box 2346	738-6016 reifmike55@gmail.com	10/14/14	11/26/16 11/22/19	CHAIR
JERE CHRISTNER 1201 Georgeson Loop	738-4053 toss@ak.net	1/14/14	1/14/17 1/10/20	VICE-CHAIR
BERT STEDMAN 1806 Sawmill Creek Rd.	747-8905 h 747-8620 fax In Juneau: 907-465-3873 h 907-465-3922 business Bstedman@gci.net	6/10/03 6/14/05 6/24/08 6/28/11 6/24/14 6/27/17	6/10/05 6/14/08 6/24/11 6/28/14 6/24/17 6/27/20	
MAX RULE 110 Donna Drive	738-3239 maxrule@me.com	9/26/17	9/26/20	ALTERNATE
Jay Sweeney 100 Lincoln Street	747-1836 w jay.sweeney@cityofsitka.org			Finance Director/ Secretary
Hugh Bevan 100 Lincoln Street	747-1808 w hugh.bevan@cityofsitka.org			Municipal Administrator – Ex Officio
Thor Christianson 500 Lincoln Street A9	738-2491 assemblychristianson@cityofsitka.org			Assembly Liaison

Four members from the public one serving as an alternate voting member for three-year terms.

Established by Ordinance 01-1651

Revised: October 9, 2019



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-242 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Appoint Gregg Olson to a three-year term on the Police and Fire Commission

Sponsors:

Indexes:

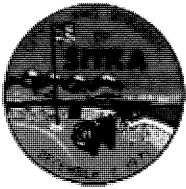
Code sections:

Attachments: [Motion Police](#)
[Olson Application](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO appoint Gregg Olson to a three-year term on the Police and Fire Commission.



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

Board/Commission/Committee: Police and Fire
Name: Gregg M. Olson Preferred Phone: [REDACTED]
Address: [REDACTED] Alternate Phone: [REDACTED]
Email Address: [REDACTED] Fax Number: [REDACTED]
Length of Residence in Sitka: 3 months Registered to vote in Sitka? ☒ Yes ☐ No
Employer: Retired

Organizations you belong to or participate in:

Lions Club International

N.R.A.

Alaska Bar Association Lawyer Assistance Committee

previous 12/2004 - 6/2007

Sitka Home owner since 12/2004

Explain your main reason for applying:

To volunteer to community. Have been involved in the Alaska Criminal Justice System since 1975.

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

Police, 19 1/2 year prosecutor, Licensed Alaska attorney since 1989.

MA Degree UAF, Criminal Justice Admin.

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.

None

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: 11/1/2019 Signature: Gregg M. Olson

Your complete application and resume should be returned to the Municipal Clerk's Office by noon on the Wednesday prior to an advertised Assembly meeting.

Please note: all information submitted will be made public and published online. Appointments are normally made during open session of an Assembly meeting, however, Assembly members may vote to discuss applicant(s) in closed executive session. In this case, do you wish to be present when your application is discussed? ☒ Yes ☐ No

Return to:

Melissa Henshaw, Deputy Clerk/Records Specialist, 100 Lincoln Street

Fax: 907-747-7403 Email: melissa.henshaw@cityofsitka.org

Gregg M. Olson



Municipal Clerk's Office
City and Borough of Sitka
100 Lincoln St.
Sitka, AK 99835
Attn: Melissa Henshaw, Deputy Clerk/Records Specialist

RE: Letter of Interest – Police and Fire Commission

Dear Ms. Henshaw:

The purpose of this letter is to advise of my interest in volunteering my time to the City and Borough of Sitka as a member of the Police and Fire Commission. I recently retired from the State of Alaska as the District Attorney in Fairbanks. Upon retirement I moved back to Sitka where I have owned a home since 2004. I desire to contribute to my community here in Sitka.

I feel that I would bring to the committee an expertise in criminal justice matters. I've work all of my adult life in the criminal justice field, have a JD degree, and have a Master's degree in Justice. I've worked all facets of the justice system including police, prosecution, public defense, and education.

My short time in Sitka (of recent) may cause concern for some; however, I have been a home owner here since December 2004 and chose to return to Sitka upon my retirement to reside here. Public safety, whether it be police or fire, has been a concern of mine that I have directly addressed through employment for almost 45 years. I would like to continue to address public safety issues through volunteer work.

If you have any questions of me, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Gregg M. Olson".

Gregg M. Olson

GREGGORY M. OLSON

E-mail: [REDACTED]

EDUCATION

MA Degree, May 2013, Justice Administration, University of Alaska, Fairbanks.

JD Degree, *Cum Laud*, University of Puget Sound School of Law, Tacoma, WA 1988

BA Degree, *Magna Cum Laud*, in Sociology with Certificate in Corrections, Seattle University, Seattle, WA 1985

ACHIEVEMENTS

Instructor, National Attorney General Training and Research

2017 Criminal Justice Professional of the Year, Fairbanks APOA

2015 Prosecutor of the Year, Alaska Department of Law

Associate Editor, University of Puget Sound School of Law, Law Review

Extern, Judge Eugene Wright, Ninth Circuit Court of Appeals – Fall 1987

Certified Instructor, Alaska Police Standards Training Council - Since 1995

Valedictorian, State of Alaska 15th Municipal Police Academy - 1979

RELEVANT WORK EXPERIENCE

District Attorney, State of Alaska, Department of Law, Fairbanks, AK. 6/2015 – 4/30/2019 (retired).

Lead and manage office of about 13 prosecutors and 13 support staff prosecuting most of the criminal conduct occurring in the Fairbanks and Utqiagvik regions. Responsible for fostering working relations between the DA's office and other justice agencies. Directly handled multiple homicide cases including prosecuting the killer of a Fairbanks Police Sergeant.

Assistant Attorney General, State of Alaska Department of Law, Office of Special Prosecutions, Anchorage, AK. 6/2007 – 6/2015.

Handle serious cases originating in rural communities consisting mostly of murder and sexual assault offenses. Assist in coverage and training in rural district attorney offices. Travel regularly to rural courts to attend hearings. Assigned to conduct criminal reviews of officers use of deadly force and to review and prosecute cases of officers accused of criminal activity. Assigned to review, screen and prosecute other complex criminal cases. Prosecuted and convicted two defendants for killing Alaska law enforcement officers

RELEVANT WORK EXPERIENCE (Continued)

Assistant District Attorney, State of Alaska Department of Law, Sitka, AK
12/2004 to 6/2007

Managed caseload of one attorney office and supervised two support staff.
Responsible for the prosecution of all state crimes committed in Sitka, Petersburg, Kake, Angoon and unincorporated areas.

District Attorney, State of Alaska Department of Law, Bethel, AK 10/99 –12/04

Supervising Attorney for the Bethel District Attorney's Office. Supervise staff of 5 attorneys, 3 paralegals, 3 secretaries, and one receptionist. Primarily handle the most serious felony crimes in the office. Make screening decisions on all felonies above class B felonies and all pre-indictment felonies. Community liaison for the office and significant involvement with the women's shelter and the child advocacy center.

Deputy Chief of Police, North Slope Borough, Barrow, AK 7/98 – 10/99
(Administrative Commander 11/96 - 7/98, Support Services Commander 6/94 - 11/96)

Second in command of Alaska's third largest police department; responsible for preparation of \$8,000,000 budget; overseeing all grants, contracts, capital projects, and the administrative investigation process; provided initial legal review of legal issues pertaining to the police department; drafted and reviewed policies and procedures for legal consistency; involved in strategic planning for overall department operations. As Administrative Commander, had similar responsibilities. As Support Services Division Commander, I managed the civilian division including the following units: Corrections, Records, Dispatch, Evidence, Maintenance, Budget, Computer Technology, and Communications Technology.

Adjunct Professor, Ilisagvik College, Barrow, AK 1994 - 1999

Instruct justice related courses at local community college including Introduction to Justice, Criminology, Criminal Law, Criminal Procedure, Law, Justice and Society, and Corrections.

Deputy and Assistant Borough Attorney, North Slope Borough, Barrow, AK
10/91 -- 6/94

Provided legal representation for Municipal Corporation with primary emphasis in contracts, police, jail, and personnel issues.

Assistant Public Defender, State of Alaska Public Defender Agency 8/89 - 10/91

Represented indigent clients charged with felonies or misdemeanors. Handled juvenile delinquency and child in need of aid cases, probation and parole violations, and mental health commitments.

RELEVANT WORK EXPERIENCE (Continued)

Law Clerk, for Robert Coats, Judge, Alaska Court of Appeals 8/88 -- 8/89

Conducted research and wrote bench memorandum for Alaska criminal appellate court.

Security/Counselor, Second Chance, Seattle, WA 1984-1986

Worked in a security/counselor position at a Washington State halfway house in downtown Seattle, WA. Job duties included monitoring residents, searching residents, ordering U.A.'s, checking on employment and status, attending sanction hearings, and building safety and security.

Research Assistant, for Dr. Peter Scharf, Seattle, WA 1983 - 1987

Conducted research and assisted in site evaluations in various projects involving police use of force, police culture, prison education, and landowner's duty to protect.

Lieutenant, Bethel Police Department, Bethel, AK 11/80 - 5/82

Managed police and jail personnel in 30-person department. Participated in long range planning for the department and budget preparation. Investigated major felonies. (Juvenile Sergeant 11/80 - 5/81).

Detective / Sr. Police Officer, Petersburg Police Department, Petersburg, AK 5/78 - 11/80

Investigated major criminal cases. Conducted routine patrol functions and shift supervision, and served as field training officer.

SELECTED TRAINING

DNA: Witness to the Truth, Columbia, SC 2003

Hitting the Mark: Community Gun Violence Prosecution, Los Angeles, CA 2003

Child Fatality Investigations, Anchorage, AK 2001

56th Annual Short Course for Prosecuting Attorneys, Chicago, IL 2001

Prosecuting Rural Domestic Violence, Columbia, SC 2001

Sexual Assault Response Training, Kodiak, AK 2001

Reid Method of Interview and Interrogation, Barrow, AK 1999

96th Administrative Officers Course (Deans Scholar), Southern Police Institute, University of Louisville, KY 1996

Jail Design and Review, National Institute of Corrections, 1996

MacInlow Basic and Advanced Supervisors Course, Barrow, AK 1995

Leadership Development Course, National Institute of Corrections, 1995

Instructor Development Course, Robert Sanford & Associates, 40 hours, 1994

Police Labor and Discipline, AELE, Las Vegas, NV 1993

Police Liability, AELE, Las Vegas, NV 1992

Negotiation and Mediation, 80 hours, Antioch University, Seattle, WA 1986

Reality Therapy, Seattle, WA 1985

SELECTED TRAINING (Cont.)

Substance Abuse Counseling I, Petersburg, AK 1983
Contemporary Problems in Substance Abuse, Petersburg, AK 1983
Drug Enforcement Administration two week course, Anchorage, AK 1980
State of Alaska 15th Municipal Police Academy, Sitka, AK 1979
Numerous Legal Seminars

PROFESSIONAL MEMBERSHIPS

Alaska Bar Association – Admitted 1989
Federal District Court for the State of Alaska – Admitted 1992
Alaska Court Criminal Rule Committee – Since approx. 2003
Alaska Bar Lawyers Assistance Committee – Since approx. 2000
National District Attorneys Association
Southern Police Institute Alumni Association
Alaska Association of Chiefs of Police
Alaska Peace Officers Association
National Criminal Justice Association (NCJA)

VOLUNTEER/SOCIAL ORGANIZATIONS

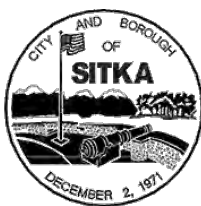
Instructor, National Rifle Association
Petersburg Elks 1615 – Member since 1980
Lions Club International – Past President in Barrow and Bethel Clubs

REFERENCES

G. Scott Campbell
North Slope Borough Chief of Police (Retired)
[REDACTED]

Thomas Clemons
Seward Chief of Police and Member of Executive Board IACP
[REDACTED] (Cell)

Dwayne McConnell
Former Alaska prosecutor and retired Alaska Superior Court
Judge
[REDACTED] (Cell)
[REDACTED]



POLICE AND FIRE COMMISSION

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
LOYD PLATSON 805 Charles Street	747-3636 ext 226 623-7560 lplatson@scpsak.org	9/22/15	9/22/18 10/9/21	CHAIR
JAMES MELLEMA 2304 A Halibut Point Rd	752-0412 nitejazz@mac.com	1/12/16	1/12/19 1/8/22	VICE CHAIR
NEIL AKANA 2220 Sawmill Creek Rd	747-8960 808-960-3238 npakana@hotmail.com	11/8/18	11/8/21	
AUBREY VAUGHAN 315 Seward Street	623-0403 ellenvaughan68@gmail.com	10/11/16	10/11/19	
LORRAINE LIL 105 Austin Street	738-1350 c 747-3309 committeework@outlook.com	6/13/17	6/13/20	Resigned 10/26/18
Robert Baty Police Chief	747-3349 robert.baty@sitkapd.org			Ex Officio
Dave Miller Fire Chief	747-1861 dave.miller@cityofsitka.org			Ex Officio
Valorie Nelson 107 Littlebyrd Way	747-5689 assemblynelson@cityofsitka.org			Assembly Liaison
Thor Christianson 500 Lincoln Street A9	738-2491 assemblychristianson@cityofsitka.org			Alternate Assembly Liaison
Serena Wild Police Dept. Staff	747-3349 serena.wild@sitkapd.org			Secretary

Established by Ordinance 83-579

Meet fourth Wednesday of each month at 6:00 p.m. – Harrigan Centennial Hall, 330 Harbor Drive

5 members from public 3-year terms

OATH OF OFFICE REQUIRED

Revised: October 14, 2019



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 19-38 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 10/15/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Making supplemental appropriations for fiscal year 2020 (Homeland Security Grants)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion ORD 2019-38](#)
[Memo and ORD 2019-38](#)

Date	Ver.	Action By	Action	Result
10/22/2019	1	City and Borough Assembly		

POSSIBLE MOTION

I MOVE TO approve Ordinance 2019-38 on
second and final reading.



City & Borough of Sitka

Police Department

304 Lake Street, Sitka, AK 99835

907-747-3245



Memorandum

October 16, 2019

To: Interim Municipal Administrator
From: Robert Baty, Police Chief
Subject: **Accepting monies from the State Homeland Security and Emergency Management Grant Program**

In January of 2019, the Sitka Police Department applied for the 2019 State Homeland Security and Emergency Management Grant. In September we received an award of \$63,000 for Video Security and Network Infrastructure Upgrades. A budget adjustment in the amount of \$63,000 will need to be made to the Police Departments budget.

Then in August 2019 the Sitka Police Department submitted a Reallocation Request of Funds to the State Homeland Security Grant Program in the amount of \$33,000 for the purchase of more servers to support the Video Management System. The funds were awarded and we are requesting a budget adjustment to the 2018 State Homeland Security and Emergency Management project in the amount of \$33,000 for the purchase of new servers.

Fiscal Note:

While these grant funds have been awarded, in order to expend these grant funds, a supplemental appropriation is required. This appropriation will increase appropriations for fixed assets in the General Fund.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2019-38
AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA MAKING SUPPLEMENTAL
APPROPRIATIONS FOR FISCAL YEAR 2020
(Homeland Security Grants)

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 operating appropriations for FY2020.

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, 2019 and ending June 30, 2020.

<u>FISCAL YEAR 2020 EXPENDITURE BUDGETS</u>
GENERAL FUND
Fixed Assets – Police Department: Recognize revenue and increase appropriations in the amount of \$33,000 for a grant from the State of Alaska Division of Homeland Security and Emergency Management to add to the Police Radio Consoles project #90853.
Fixed Assets – Police Department: Recognize revenue and increase appropriations in the amount of \$63,000 for a grant from the State of Alaska Division of Homeland Security and Emergency Management for the Police Department video security and network infrastructure upgrades.

EXPLANATION

This supplemental appropriation is required due to the receipt of two Homeland Security Grants. A short explanation of each budget revision is included in the associated memo.

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

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska this 12th Day of November, 2019.

ATTEST:

Gary L. Paxton, Mayor

Sara Peterson, MMC
Municipal Clerk

1st reading 10/22/19

2nd reading 11/12/19

Sponsor: Interim Administrator



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-221 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/1/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Update and Discussion / Direction on the possibility of Closed Captioning for Assembly meetings

Sponsors:

Indexes:

Code sections:

Attachments: [Discussion Direction Closed Captioning](#)

Date	Ver.	Action By	Action	Result
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Sponsors: Kevin Mosher and Dr. Wein

Discussion / Direction

on the possibility of Closed Captioning for Assembly meetings.



City and Borough of Sitka

Information Technology Department

100 Lincoln Street • Sitka, Alaska 99835

MEMORANDUM

To: Mayor Paxton and Assembly Members
Michael Harmon, Interim Municipal Administrator

From: Grant Turner, Information Technology Director

Date: October 2, 2019

SUBJECT: OPTIONS FOR CLOSED CAPTIONING ASSEMBLY MEETINGS

Background

Public requested that closed captioning be provided for the public. The IT department has researched available options.

Analysis

There are three options available for providing closed captioning for live assembly meetings. Each of the options would require some sort of display for the captions; this would be either a large display somewhere in the room or a handheld device checked out for the meeting by the members of the public.

The options are as follows:

- Granicus live captioning
 - The video encoding service that the city already uses has an additional service available where they provide live captioning of the video as it is streamed to the web through their service.
 - This option would require that the member of the public would have a handheld device for viewing the stream with the captioning.
 - The accuracy of the captions from this service would be high.
 - The video stream tends to have about a thirty second delay vs. real time.
- Closed captioning encoder
 - This option would require the purchase of a new video encoder to be installed in parallel with the Granicus service. This new encoder would take the audio input from the microphones and convert it to text.
 - The accuracy of the captions from this service would be high, including automatic designation of line breaks due to new speakers and various other high-end features.
 - This option would require the purchase of a new captioning server, a

- closed captioning encoder and large format display for the room.
 - The captions from this service would be very close to real time.
- Text to speech apps
 - There are apps available for mobile devices that convert speech to text. These apps could be connected to large display to present this text during the meeting.
 - The accuracy of the captions from this service would be the lowest of the three options.
 - The text would be presented nearly in real-time.

Fiscal Note

Each of the three options have prices commensurate with the quantity and quality o of services provided.

- Granicus live captioning
 - This service is charged hourly on an annual basis. For instance, you would pay \$7,500 up front for up to 50 hours for the year or \$20,250 for up to 150 hours.
 - Based on average meeting lengths, the city would need roughly 150 hours, or \$20,250.

Terms	Rate	Overage
Hourly	\$ 150.00	-
>50 Hrs	\$ 143.50	\$ 145.00
50 Hrs > 100 Hrs	\$ 140.00	\$ 143.50
100 Hrs > 150 Hrs	\$ 137.50	\$ 140.00
150 Hrs > 200 Hrs	\$ 135.00	\$ 137.50
200 Hrs >	\$ 130.00	\$ 135.00

-
- Closed Captioning Encoder
 - This would require the purchase of a captioning server and a video encoder to display the text on new large display in the room.
 - There are two pricing models for this, a monthly lease of \$1,250 or outright purchase at \$30,000. A large display would cost around \$1,000.

Product Description	Monthly Lease w/ 1-Year License	Full Purchase – 1 Server	Full Purchase – 2 Servers	Full Purchase – 3 or more Servers
Live CC Appliance	\$1,250	\$30,000/ea.	\$25,000/ea.	\$20,000/ea.
Workbench Lite	Included	Included	Included	Included
Maintenance & Support	Included	20% annual after 1 st year	20% annual after 1 st year	20% annual after 1 st year
Cost	\$15,000	\$30,000	\$50,000	TBD

- Text to Speech Apps
 - This is the least expensive option, requiring only a device and a large display for the presentation of the captions.
 - Mobile device \$500, large display \$1,000



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-224 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 10/2/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Approve the Purchase and Sale Agreement, and related documents, for the utility dock transaction between the City and Borough of Sitka and Hanson Maritime Company

Sponsors:

Indexes:

Code sections:

Attachments: [00 Motion](#)

[01 Memo Hanson Maritime Purchase Agreement](#)

[02 Hanson Maritime proposal](#)

[03 GPIIP Ramp Project - Concept No. 3 Operational Narrative \(1\)](#)

[04 Concept Plan 3 Drawing](#)

[05 Purchase and Sale Agreement for Industrial Marine Park with Appendices](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE approve the Purchase and Sale Agreement, and related documents, for the utility dock transaction between the City and Borough of Sitka and Hanson Maritime Company and authorize the Interim Municipal Administrator to execute the documents.

Note: This item was postponed at the October 8 Assembly meeting.



329 Harbor Drive, Suite 212
Sitka, AK 99835
Phone: 907-747-2660

Tuesday, November 5, 2019

MEMORANDUM

To: Hugh Bevan, CBS Interim Administrator
From: Garry White, Director
Subject: Utility Dock RFP/Hanson Maritime Purchase Agreement

Introduction

The Gary Paxton Industrial Park (GPIP) Board of Directors is recommending that the City and Borough of Sitka (CBS) sell the former Utility Dock at the GPIP to Hanson Maritime Company.

The GPIP Board met on February 27th, 2019 and approved the following motion:

MOTION: M/S Finkenbinder/Morrison moved to sell the dock to Hanson Maritime with 10 feet of tidelands on each side and 60 feet tidelands in front. With a budget of up to \$20,000 to hire an outside attorney to write the purchase agreement to address potential easement language and language to allow all parties to work together.

ACTION: Motion PASSED 4/0

Yes: 4- Wagner, Finkenbinder, Unger, Morrison
No: 0

CBS Administration, CBS Legal and outside counsel have struggled to come up with terms of the purchase and sales agreement that have been acceptable to Hanson Maritime, CBS Administration, and the Assembly.

The main issues revolve around finding contractual language that protects the CBS's interest for future development on the waterfront that doesn't greatly limit Hanson Maritime's ability to develop and use the property.

The GPIP Board met again on October 21st, 2019 to further discuss overall GPIP Waterfront Development and the sale of the Utility Dock. The Board took a position to focus on smaller vessel and the marine services rather than large ships in the development of the water front. The Board voted to add the following language to its original motion in February:

MOTION: M/S Johnson/Morrison moved to modify the Board's recommendation at its February 27th meeting, to include the following: **"Terms of the purchase and sales agreement shall not be restrictive to Hanson Maritime. The GPIIP Board wishes to focus on smaller vessels and the marine services industry on the GPIIP Waterfront."**

ACTION: Motion PASSED 4/0 in a roll call vote.

Background

The GPIIP Board discussed the sale of the Utility Dock at meetings in October and December 2018. The Board approved a Request for Proposal (RFP) for the development and sale of the facility at its December 18th, 2018 meeting.

The RFP was released on January 11th, 2019 and an addendum to the RFP was added on January 21st with a proposal deadline of January 25th, 2019. The CBS received one response to the RFP from Hanson Maritime Company (Attached).

Dock Description

The Utility Dock was constructed in 1958 by the Alaska Pulp Corporation. The Dock is 200 feet long and 85 wide with five rows of piling. The 3 outer rows are 16-inch pipe filled with concrete and the remaining rows are H-sections.

The dock has had little maintenance or use in the 19 years that CBS has owned the structure.

The overall condition of the dock seems poor.

Access to the dock has been block with barricades.

Hanson Maritime Proposal

Hanson Maritime's proposal outlines the different ways they intend to use the facility to add value to the GPIIP. Hanson Maritime is offering no cash for the Utility Dock, but is offering to remove the Utility Dock and tidelands from the CBS Inventory due to the associated liability to the CBS. The Utility Dock has not been used since the CBS took over ownership of the GPIIP properties in 1999. The CBS received a bid of \$90,000 to demolish the Utility Dock during the GPIIP Multipurpose Dock construction project by Turnagain Marine. Turnagain later asked to be let out of its obligation to demolish dock as it had substantially under bid the task. The CBS used this opportunity to trade the demolish task of the Utility Dock to provide a substantially better transfer bridge for the GPIIP Multipurpose Dock.

Additional Information

- February 21st, 2019 memo from PND Engineers, Inc. titled GPIIP – Ramp Project Concept No. 3 Operational Narrative.
- Concept No. 3 Drawing

Action

- CBS Assembly approval of the purchase and sales agreement to transfer the Utility Dock and additional tidelands to Hanson Maritime.

HANSON MARITIME CO.

P.O.Box 2594 Sitka, Alaska 99835 ~ 907-747-1055 ~ hansonmaritime.com

12 January 2019

City and Borough of Sitka,
Gary Paxton Industrial Park Board of Directors,
Scott Wagner, Chair

Re: Utility Dock, portion of lot 9A

Mr. Wagner,

The following shall serve as Hanson Maritime Company's proposal to acquire the former APC "Utility Dock" and associated tidelands, located in the Gary Paxton Industrial Park.

Owned and operated by life long Sitka residents, Hanson Maritime started in 1993 as the commercial diving and salvage sole proprietorship "Underwater Services" later incorporating as Hanson Maritime Co. We are a subchapter "S" corporation with no "parent" and have the following Corporate structure:

Lee Hanson - President / CEO / Shareholder

Ahna Hanson - Vice President

Rafe Hanson - Treasurer

Our current service lines are salvage, towing, diving, marine construction, and oil spill response. Also tying into these lines are crane operation and welding. We are the only salvage and oil spill contractor to the U.S. Coast Guard for Sitka and surrounding areas, and have the sole tug in Sitka that is Coast Guard certified. We are also the only diving firm in Sitka that offers underwater welding and burning, and were selected to subcontract on the new GPIP multipurpose dock, performing all underwater welding on the project.

In the last year, we've salvaged and returned to service, 9 vessels with a combined value in excess of \$2,000,000.00 and recovered from our waters over 5,000 gallons of diesel, and hundreds of gallons of oil. Since our inception we've salvaged a total of 106 vessels.

Currently there is no location in Sitka where we can moor a barge and because of this, we have one located in Hoonah. Additionally, our small oil spill response barge is

inconveniently located off the road system, slowing response times. Because of the industrial nature of our work, and the size of our tug and barges, we have determined that the utility dock would be ideal for our company. Having all of our assets under one roof will provide the stability we need to expand our company as outlined below:

PLANNED USAGE

CRANE / MARINE CONSTRUCTION:

Besides relocating our tug and barge to the utility dock, we will also be bringing in a mobile lattice boom crane. Hanson Maritime is a State of Alaska licensed marine contractor and has repaired or replaced many docks in Sitka. We would like to expand our business to include the manufacturing of floating docks, a new value added segment requiring new hires. Most of the residential docks in Sitka were installed in the 1970's or early 80's and are in need of replacement.

GPIP BOAT YARD:

We will construct a building that houses a welding and machine shop. The facility will serve our own maintenance needs but also be a new expanded venture that will compliment a future boat yard at GPIP. We strongly believe that for the future yard to be successful, full services need to be offered on site, we intend to meet this need. Our crane will also be available to move within the Boat yard and GPIP site for customer/tenant projects. Hanson Maritime is also a dealer of Harbor brand Anodes (zincs) and would have them available to users of the yard.

VALUE ADDED:

Upon completion of a salvage or rescue tow, we will bring vessels back to our facility for repair or refurbishment. Every year we tow vessels to Hoonah, Wrangell, or Ketchikan, for repairs that could be done in Sitka. We would invite local businesses to utilize the facility to carry out hydraulic, fiberglass, electrical, interior, or mechanical repairs on these vessels, generating additional revenue for our economy that is currently being lost. Because of Sitka's ideal location on the Gulf of Alaska, we would also like to see Sawmill Cove added as a "place of refuge" in the Alaska Dept. of Environmental Conservation "Subarea Contingency Plan" for vessels in distress. GPIP is the logical location to base a salvage/response company in Southeast Alaska.

DIVING:

Going hand in hand with above, many vessels travel south that are too large to haul out in Southeast, i.e. large crabbers that are contracted as salmon tenders in summer. We have the ability to pull shafts and propellers on these vessels while dockside. We can also weld new anodes, replace transducers and sonars, carry out insurance surveys and other repairs, all while underwater.

SPILL RESPONSE:

An added benefit of our response equipment being located at GPIP, is protection of the nearby fish hatcheries and Deep Inlet terminal harvest area. With many large fishing vessels using the GPIP and Deep Inlet harvest area, it's prudent to have this equipment nearby. Equipment would consist of our response barge dockside, containment boom in 20' containers, and an assortment of sorbent products. We recently purchased an EPA certified incinerator for disposing of oiled sorbents and recovered fuel/waste oil. Previously these materials were sent outside for disposal at high cost, but we can now generate revenue and employment from this "waste". Key to this venture will be the Utility Dock and its industrial setting.

BULK WATER AND MULTIPURPOSE DOCK:

With our tug being located at GPIP, SEDA could exploit this in the effort to sell water or moorage at GPIP and the Multipurpose dock. The line "tug available on site" costs the City of Sitka nothing but has tremendous value in marketing the site.

STORAGE:

Although it is not one of our core services, limited storage would be available for bait sheds, nets, and skiffs. With the current gear storage company moving away from this market, we would take on some percentage of local gear. Our crane would also be available to pick fishing gear that is to be stored elsewhere at GPIP.

SUPPORT FOR EXISTING GPIP BUSINESSES:

Hanson Maritime had the pleasure of towing NORTHLINE SEAFOOD'S barge to GPIP from Dall Island near Ketchikan. We hope to tow it out upon completion and hopefully many more. We also speculate that they will from time to time have need for other services such as crane use. Besides NORTHLINE SEAFOODS, we are certain that our relocating to the Utility Dock will benefit the SILVER BAY SEAFOODS fleet. Every service we offer can only help strengthen their position in Sitka's economy.

PROPOSED ACQUISITION

Hanson Maritime Co. is seeking ownership of the Utility Dock and underlying tidelands extending 60' beyond the face, 10' beyond the North end, and 20' beyond the South end. We do not want any portion of lot 9 beyond the west edge of the dock. Total square footage would be 33,640 valued at \$67,280.00

The Utility Dock has not been used since the City Of Sitka took over ownership of the mill site. During construction of the GPIP Multipurpose Dock, the City of Sitka contracted with TURNAGAIN MARINE CONSTRUCTION INC. for demolition of the Utility Dock for \$90,000.00. TURNAGAIN later asked to be let out of its obligation to demolish the dock having substantially underbid the task. Hanson Maritime is suggesting that the City of Sitka views the Utility Dock as having a negative value in excess of \$90,000.00. We further suggest that the tide lands also have a negative value in that, in order to utilize them for a new purpose, you would have to first demolish the dock at a price that exceeds the market value of the tidelands.

Hanson Maritime is offering no cash for the utility dock and tidelands. To understand this proposal in monetary terms we are offering the following: Remove the Utility dock and tidelands from the CBS inventory for \$90,000.00, to be reconciled through disposal of tidelands valued at \$67,280.00 to Hanson Maritime. The difference of \$22,720.00 will remain un-disbursed to Hanson Maritime but will instead be credited as paid to the City and Borough of Sitka by Hanson Maritime. The difference of \$22,720.00 shall be considered our bid for the property.

We believe this proposal is fair and of good value to the City and Borough of Sitka. \$90,000.00 was insufficient to complete the task of demolishing the dock, yet we have chosen to honor the figure in our proposal. Also, the tidelands relating to the Utility dock are impaired and restricted to industrial or commercial use. The general public will not lose out on recreational opportunities or water access because of the potential of this property being transferred to private ownership. Creating jobs and tax revenue is the best use of this property and the logical avenue for the public to benefit.

Thank you for your consideration,

Lee Hanson
President, Hanson Maritime Co.

PROPOSAL EXPOUNDED

QUALIFICATIONS / CREDENTIALS:

Lee Hanson

- Diving since 1984, commercially 1993. *Association Of Diving Contractors* commercial certification #171 1995.
- Recognized Salvage Master, U.S. Coast Guard.
- Master of Towing Vessels Unlimited
- Master of Inspected Vessels 200 Gross tons Near Coastal
- Unlimited RADAR Observer
- Qualified welder, structural, pipe, underwater
- Alaska CDL
- Crane operator

COMPANY MEMBERSHIPS / QUALIFICATIONS:

- *American Salvage Association*
- U.S.C.G. BOA contractor
- *Southeast Conference*
- State of Alaska contractor
- *Marine Exchange of Alaska*

EXPANDED EMPLOYMENT / BENEFIT TO SITKA:

- Immediately, 2 new hires with 5+ after new shop constructed.
- Just as important as creating new jobs, preserving existing jobs.
- Hanson Maritime is the only company in Sitka that works to protect the marine environment that our fishing and visitor industries depend on.
- Having a complete marine services company in Sitka reduces maintenance and new construction costs to the municipality and private businesses by reducing mobilization costs and shortening repair times.
- Construction projects will result in a temporary increase in our workforce with additional hires from what is listed above.
- New sales tax will depend on when and how many of our proposed uses are allowed to commence. Also, whether or not a boat yard is built at GPIIP will significantly affect our sales tax returns. Conservatively, without a boatyard or new expanded service lines, we estimate \$6,000.00 per year in new sales tax. At this time the majority of our sales are in government, exceed the taxable limit, or are outside the municipality.

START TIME FOR BUSINESS:

- We are an established business and are ready to proceed immediately barring any restrictions imposed by the City and Borough of Sitka.



February 21, 2019

PND 182060.01

Mr. Stephen Weatherman, P.E.
Senior Engineer
City and Borough of Sitka
100 Lincoln Street
Sitka, Alaska 99835

Re: Gary Paxton Industrial Park - Ramp Project
Concept No. 3 Operational Narrative

Dear Mr. Weatherman,

PND Engineers, Inc. (PND) has prepared Concept Plan No. 3 illustrating a multi-use ramp facility intended to haulout barges using inflatable rollers and winches as well as vessels up to 100 tons via a hydraulic trailer. The ramp is 60' wide with 40' of that width covered with concrete planks and the remaining surface is covered with crushed aggregate. A moorage float is shown alongside as an added option to allow aligning and queuing of vessels in the water however it is not mandatory for haulout operations. Concept No. 3 also illustrates a large class cruise ship moored at the existing multi-use floating dock along with associated mooring and breasting dolphins. Proposed property boundary options are provided around the existing Utility Dock which is currently being considered for sale to Hanson Marine for tug and salvage operations.

Operational restrictions must be considered when a large cruise ship is in port due to the close proximity of these three facilities. Restrictions will ultimately need to be vetted by ship captains and the USCG and may include the following:

1. Tugs and other vessels may need to be relocated away from the Utility Dock due to potential cruise ship mooring line interferences and bow thruster operations. Note that each ship has multiple mooring lines and not all line configurations are shown on this drawing.
2. Any vessels allowed to moor at the Utility Dock after full consideration of item 1 will not be able to safely depart while the cruise ship is secured to the dock and dolphins. It will likely be impossible or considered unsafe to transit below the ships mooring lines. Further there is minimal navigational clearance between the bow of the cruise ship and the proposed haulout ramp for making vessel turning maneuvers away from the Utility Dock while the ship is at berth.
3. Mooring lines will encroach all proposed property lines as shown. It may be possible to relocate the northerly mooring dolphin further north to mitigate this somewhat, however there still could be additional mooring lines required by the ship captains. Some form of formal easement is recommended to allow encroachment of these mooring lines while the cruise ship is at berth. Alternatively, the proposed property lines could be relocated closer to the dock face and a moorage easement granted for vessel operations at the Utility Dock with consideration for priority usage to each operation.

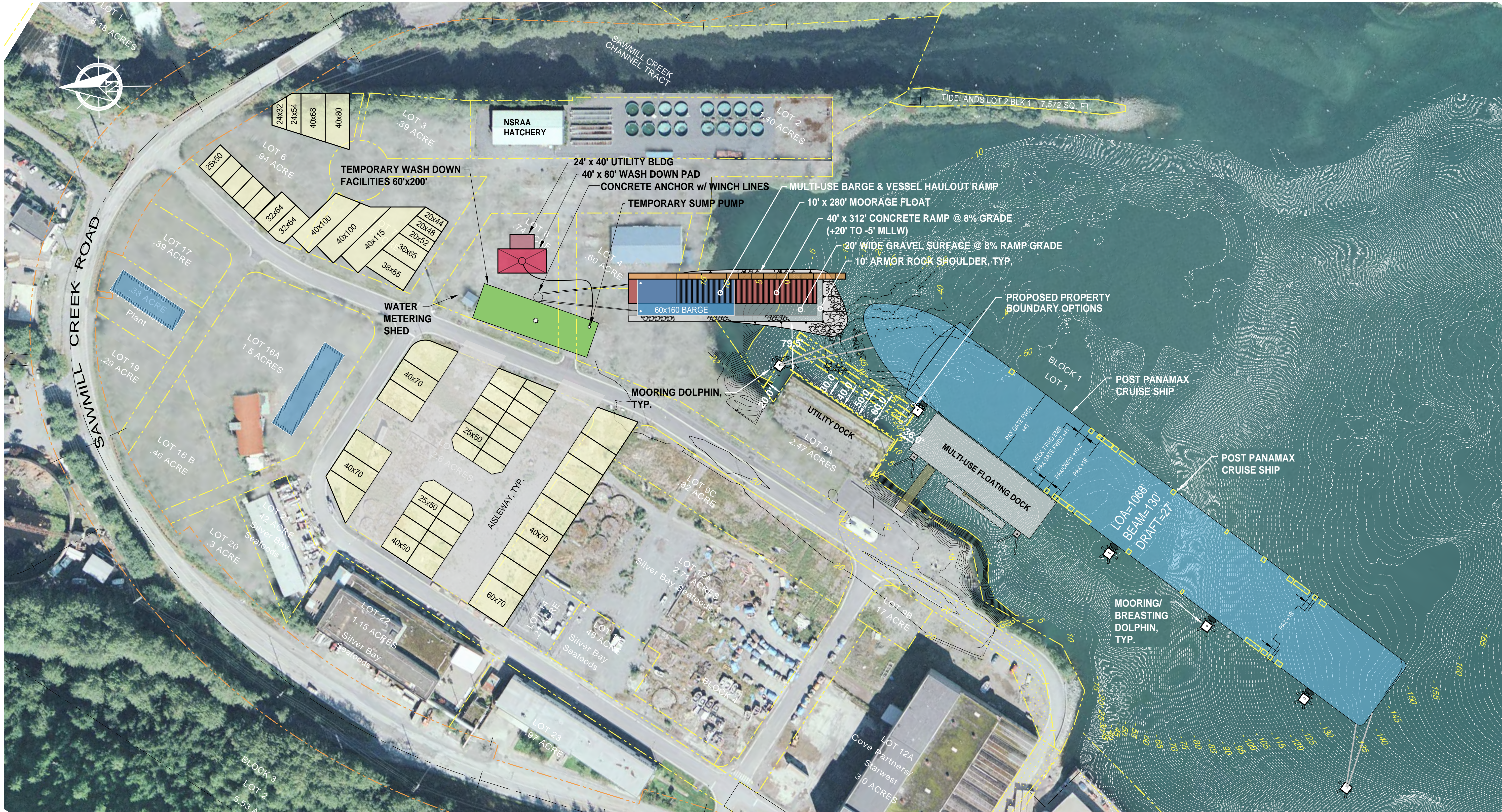
4. Haulout operations at the proposed ramp will cease during berthing and unberthing of cruise ships. After the ship is securely moored at the berth, it may be possible to haulout smaller vessels at the ramp provided the operations are considered safe by the ship captain and/or USCG. Hauling out or launching larger barges does not appear feasible when a cruise ship is moored at the berth however previously hauled barges working on the ramp should not be impacted.
5. Scheduling of operations at all three facilities will need to be closely coordinated by the managing authority of GPIP with formal operating agreements recommended to all affected parties.

There appear to be a number of options available to allow the three proposed operations to coexist on site provided navigational safety reviews are conducted by all users and the USCG and formal agreements can be reached outlining usage priorities. PND appreciates the opportunity to provide these initial review comments and are available to assist with any further evaluations with the users and USCG or any additional site reconfiguration options deemed necessary for this important waterfront project at GPIP.

Sincerely,
PND Engineers, Inc. | Juneau Office

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

Dick Somerville, P.E.
Vice President



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CKD.	APP.

P

N

D

ENGINEERS, INC.

9360 Glacier Highway Ste 100
Juneau, Alaska 99801
Phone: 907-586-2093
Fax: 907-586-2099
www.pnd-anc.com

DESIGN: PLR
DRAWN: KLL

CHECKED: CRS
APPROVED: CRS

SCALE: 0 80 160 FT.
SCALE IN FEET

CITY & BOROUGH OF SITKA
GARY PAXTON RAMP PROJECT

SHEET TITLE:
CONCEPT PLAN NO. 3

PN&D PROJECT NO.: 182060

DATE: AUG. 23, 2019

1
SHEET
1 OF 3

PURCHASE AND SALE AGREEMENT FOR INDUSTRIAL MARINE REAL PROPERTY

This Purchase and Sale Agreement for Industrial Marine Real Property (herein *Agreement*) is made and entered into this ___ day of November, 2019 (herein, *Effective Date*), by and between the City and Borough of Sitka and Hanson Maritime, Co.

RECITALS

A. The parties hereto are the City and Borough of Sitka, a home rule municipality and municipal corporation whose address is 100 Lincoln Street, Sitka, Alaska 99835 (herein, *Seller*), and Hanson Maritime, Co., an Alaska corporation whose address is Post Office Box 2594, Sitka, Alaska 99835 (herein, *Purchaser*), collectively referred to herein as the *Parties*.

B. Seller is the fee owner of certain heavy industrial real property, including tidelands, uplands and improvements, situated within the Gary Paxton Industrial Park, which is referred to herein as *Lot 9A*, that consists of approximately 3.478 acres, the legal description of which is more particularly described as:

Lot 9A, Block 4, Sawmill Cove Industrial Park Resubdivision No. 2, consisting of approximately 151,506 square feet, according to the official plat thereof, filed under Plat No. 2013-2 on February 19, 2013 in the Records of the Sitka Recording District, First Judicial District, State of Alaska.

C. The Gary Paxton Industrial Park, previously known as the Sawmill Cove Industrial Park, was the site of the Alaska Pulp Corporation pulp mill that closed operations in 1993. The mill site was donated by Alaska Pulp Corporation to the Seller in 1999. Since taking ownership of the mill property, the City has made substantial improvements to the property including the construction of a deep-water dock. In 2014 the property was renamed the Gary Paxton Industrial Park in appreciation for the contributions made by Gary Paxton to acquire and develop the property into a premiere marine industrial park.

D. The Gary Paxton Industrial Park (herein, *GPIP*) is managed by a board of directors (herein, *GPIP Board*), whose defined duties include management of the GPIP both independently and subject to approval of the City Assembly (herein, *Assembly*). The mission of the GPIP Board and City Assembly is to develop the GPIP in a fiscally responsible manner to maximize economic benefit and jobs for the community of Sitka.

E. The GPIP Board and Assembly designated a portion of Lot 9A to be sold through the City Request for Proposals (herein, *RFP*) process. The RFP was initiated on January 25, 2019, by a "Request for Proposals Private Sector Development of a Portion of Lot 9a (Utility Dock)", a copy of which is attached hereto as **Appendix A**, that solicited bids to purchase a portion of Lot 9A.

F. On January 12, 2019, Purchaser submitted the only response to the RFP, copy of which is attached hereto as **Appendix B**, offering to purchase a subdivided portion of Lot 9A having approximately 33,640 square feet of patented tidelands and uplands.

G. Purchaser is now willing to purchase that subdivided portion of Lot 9A consisting of 32,262 square feet, more or less (herein, *Hanson Property*), which is more particularly shown on the preliminary subdivided plat prepared by North 57° land surveying as the "Hanson Property", copy of which is attached hereto as **Appendix C**.

H. Seller accepted Purchaser's non-monetary proposal to purchase the Hanson Property, as described in **Appendix C**, subject to the parties negotiating a mutually acceptable purchase and sale agreement. Subsequent thereto, the Parties entered into a Term Sheet, (herein, *Term Sheet*), dated August 29, 2019, which sets out the material terms the Parties agree be incorporated into and made part of this Agreement. A copy of the Term Sheet is attached hereto as **Appendix D**, and by this reference made a part hereof. The Parties agree herein, that should an inconsistency or discrepancy occur between the provisions of the Term Sheet and this Agreement, the terms of this Agreement shall control over and supersede those of the Term Sheet.

I. The Parties acknowledge that Alaska Statutes 29.40.150 and 40.15.010, and the Sitka General Code 21.08.120, et seq., prohibit the sale or offer for sale of any un-subdivided portion of real property until such time as the lot to be transferred has been legally subdivided by the platting authority having jurisdiction over the subdivision process of the property and a final subdivision plat recorded in the appropriate recording district. Following the execution of this Agreement, the Seller will complete the subdivision process with the City and Borough of Sitka (herein, *CBS*), through which the Parties have pledged their cooperation to assure the process is done timely and with the concurrence of both Parties. As mentioned, and as Purchaser acknowledges, the completion of the subdivision of the Hanson Property from Lot 9A requires that a final plat be approved by the platting authority for the CBS, and that a final plat showing the Hanson Property to be a legal parcel, is recorded in the Sitka Recording District.

J. The Parties fully acknowledge the utility dock, (herein, *Utility Dock*), situated within the Hanson Property is in extreme unsafe, dilapidated condition requiring a restriction of operational use of the Utility Dock until complete repair or reconstruction of the Utility Dock are certified to the satisfaction of Seller by a qualified marine engineer as safe for operation of marine and upland activities. Purchaser further acknowledges the dock has been surveyed by marine engineering firms including Reid Middleton, Inc., and PND Engineers, Inc., that confirmed the poor condition of the dock and piling system. Purchaser acknowledges having reviewed the Reid Middleton, Inc, and PND Engineering, Inc., reports, and represents that its president/manager, Lee Hanson, has personal awareness and knowledge of the dilapidated condition of the Utility Dock. Since 2000, engineering firms have recommended limitations of heavy equipment and vessel use of the dock. The Seller has not made improvements or renovations to the dock or piling system since the 2000 recommendations were made, and it is apparent to the Parties on recent inspection, that the condition of the Utility Dock has continued to deteriorate.

K. As a material consideration to this Agreement, Purchaser shall not engage in the operational use of the Utility Dock, except for the exclusive purpose of making repairs to or reconstruction of the Utility Dock. Operational use of the dock shall not be allowed until such time as Purchaser provides the Seller with the written certification from a qualified marine engineer that the dock is safe for maritime operations by vessels and heavy equipment. Prior to the certification being issued, Purchaser is willing to indemnify the Seller from all claims originating from the unsafe condition of the dock, and to provide liability insurance that names the Seller as an added insured. Purchaser further acknowledges that it is not relying on any representation from Seller, its employees, agents, contractors, or representations of the cost to

repair or reconstruct the dock to a safe condition, and Purchaser is willing to assume all risks and uncertainties related thereto as more fully provided in the body of this Agreement.

L. Purchaser is willing to accept the Hanson Property in its current condition and state of repair on the basis of "AS-IS, WHERE-IS" condition, whether such condition is readily apparent or presently unknown, including the environmental condition of the property and the possible presence of hazardous waste, which could impact Purchaser's ability to conduct business from the Hanson Property beyond the present limitations and restrictions imposed by the condition of the Utility Dock.

M. Purchaser acknowledges the Hanson Property will be encumbered by federal, state and municipal regulations, covenants, agreements, and restrictions upon completion of the subdivision process that could materially impact the Purchaser's operational use of the Hanson Property.

N. Purchaser is willing to limit or restrict Purchaser's vessel traffic during use of the adjacent City and Borough of Sitka barge haulout ramp which for purposes of illustration is shown as the *Vessel Ramp* in **Appendix E** to this Agreement. As a material consideration of this Agreement, vessel traffic to and from the Hanson Property shall be deemed "give-way vessel" and yield the right of way during a vessels operational use of the Vessel Ramp. Hanson's obligation to vessel traffic during the operational use of the Vessel Ramp shall be implemented through the *Declaration of Restrictive Covenants Re Vessel Traffic*, in the form attached hereto as **Appendix F**, which by this reference is made a part to this Agreement.

O. Purchaser is willing to enter into this Agreement and accept title and possession to the Hanson Property subject to the conditions to closing, the terms and conditions set forth herein below, and the Sitka General Code and Charter.

For good and valuable consideration, the receipt and sufficiency of which are now acknowledged, the Parties agree:

1. **Recitals.** The Recitals A through O set forth above, are acknowledged by the Parties to be accurate statements which are incorporated herein by this reference.

2. **Purchase; Subdivision Process; Option.**

a. Seller grants Purchaser the exclusive option and right to purchase that real property which is presently a portion of Lot 9A, which has been identified on **Appendix C**, and referred to herein as the Hanson Property. The Parties acknowledge and agree that the Hanson Property is not presently a legal, salable lot, and that the transfer and sale of the Hanson Property requires first that the Hanson Property be subdivided from Lot 9A, and that a legal, salable parcel result through the CBS's subdivision process. It is with that process in mind that Purchaser is granted herein the right of option to purchase the Hanson Property once the subdivision process is completed, and the requirements of Alaska Statutes 29.40.150 and 40.15.010, and Sitka General Code 21.08.120, et seq. are satisfied.

b. The Hanson Property consists of approximately 32,262 square feet, more or less, which presently consists of un-subdivided patented tidelands and uplands. The configuration and location of the Hanson Property within Lot 9A is shown for purposes of illustration on **Appendix C**, and as acknowledged by the Parties, the ultimate dimensions and configuration of the Hanson Property will be subject to the subdivision process of the CBS as set forth in Sitka General Code, Title 21. For purposes of this Agreement, the Parties intend the

dimensions of the Hanson Property will be consistent with the North 57° land surveying preliminary subdivision plat of Lot 9A that is attached hereto as **Appendix C**. The Parties agree that the final subdivision process is subject to an administrative process of review which may require the property lines and interior area to be different than that intended by the Parties as expressed in this Agreement. The Parties are willing to accept the final determination of the subdivision process despite differing from that intended herein.

c. Seller will initiate the subdivision of the Hanson Property from Lot 9A with the CBS immediately upon the execution of this Agreement, and together the Parties will work cooperatively with one another and the CBS to assure that the final subdivision plat for the Hanson Property provides area and dimensions consistent with this Agreement and the intentions of the Parties. The subdivision costs shall be shared equally by the Parties.

d. Seller will give Purchaser written notice immediately after the final subdivision plat of the Hanson Property is recorded for record in the Sitka Recording District. Thereupon, Purchaser shall have five (5) days (herein, *Option Period*), to exercise the option to purchase the Hanson Property consistent with Paragraph 7 below. Any attempt by Purchaser to exercise the option prior to or after the Option Period shall be deemed null and void and of no legal force or effect, and not otherwise enforceable. Purchaser agrees that the conditional option to purchase the Hanson Property hereunder is on an "AS-IS, WHERE-IS" basis, with all faults.

3. **Non-Monetary Transfer.** The Parties acknowledge and agree that this Agreement is intended to be a non-monetary transaction of the Hanson Property from Seller to Purchaser. The intent of the Seller and the consideration derived from this transaction, comes from placing the Hanson Property into private hands with the expectation that Purchaser will remediate the dilapidated and unsafe condition of the property, making the Hanson Property safe and economically viable and productive for Purchaser's intended uses, or implement the removal of the Utility Dock. The non-monetary transfer recognizes that the cost to make the Hanson Property safe and productive may possibly exceed the current market value of the property in its current condition. The Seller sees value in returning the Hanson Property to private ownership and on the tax rolls. The Seller has confidence that the Purchaser's knowledge, experience, and commitment will remedy the present hazardous and unsafe condition of the Hanson Property, to fulfill the Seller's expectations that an eventual business operation with the creation of jobs will result from this Agreement.

4. **Due Diligence/Inspection; Conditions Precedent.**

a. The Purchaser shall be entitled to enter upon Lot 9A to inspect the property and improvements until the closing of this Agreement, which period is herein referred to as the *Due Diligence Period*. The Due Diligence Period shall continue until the closing date of this transaction, which shall only occur once all conditions precedent to the closing have occurred, which include: (i) the CBS approval to the final subdivision plat of the Hanson Property that is similar to that attached hereto as **Appendix C** and acceptable to Purchaser in its reasonable discretion; (ii) the final subdivision plat of the Hanson Property is recorded in the Sitka Recording District and a certificate to plat is issued; (iii) Seller to execute the Declaration of Restrictive Covenants Re Vessel Traffic in a form similar to that attached as **Appendix F**; (iv) Purchaser provides a certificate of liability insurance naming Seller as an "additional insured" with coverage as provided in Section 16, herein below; and, (v) the Parties execute such other implementing documents as may be otherwise required by the terms of this Agreement on or before closing.

b. Seller grants Purchaser a limited, revocable license to enter Lot 9A to conduct a pre-closing inspection of the property as part of the Purchaser's due diligence. Purchaser agrees that it will in the context of any such inspections see that the Hanson Property is left at the completion of such inspections in the same condition as it was in prior to the inspection. Further, Purchaser agrees to defend, indemnify and hold Seller harmless of and from any claims, demands or liability whatsoever (including personal injury, death, property damage or lien claims affecting the Hanson Property) arising from or in any way connected with any such activities by Purchaser, its employees, representatives, agents, contractors in the inspection of the Hanson Property by Purchaser, or its officers, directors, agents, employees, consultants or contractors. On or before closing, should Purchaser determine the condition of the Hanson Property is unacceptable and so advises Seller in writing, this Agreement shall terminate, upon which Purchaser shall pay to Seller the Purchaser's proportionate share of the subdivision costs as provided in Sections 2.c. and 7.b, herein.

c. Upon the execution of this Agreement, Purchaser shall deliver a certificate of liability insurance to Seller with coverage per occurrence of not less than \$1,000,000, that names the Seller as an "additional insured." This liability insurance coverage is to benefit Seller during the Due Diligence Period from claims that may arise from or pertain to the Purchaser's entry and inspection of Lot 9A prior to closing.

5. **Seller's Representations.** Seller represents, warrants, and guarantees to Purchaser the following:

a. Seller is the fee owner of Lot 9A, the Hanson Property, free and clear of all liens, easements, rights of way, judgments, encroachments, leases, deeds of trust, and other encumbrances, conditions, restrictions, and matters affecting the title, except such exceptions on title or otherwise affecting the Hanson Property that are set forth in the Title Report, hereinafter defined, and acceptable to Purchaser, subject however to the terms in Paragraph 7 hereof;

b. The Hanson Property is currently available for sale, subject to the completion of the subdivision as described above;

c. Seller shall not negotiate, solicit or discuss offers from any other entity or person relating to the sale of the Hanson Property, or any portion thereof, during the term of this Agreement, without the written consent of Purchaser; and,

d. Seller has full right, power and authority to enter into this Agreement and to transfer the Hanson Property to Purchaser, subject to the conditions precedent stated in Paragraph 4, above, and to consummate the transaction contemplated herein, and cause the same to be a legal and binding obligation of Seller relative to the Hanson Property.

6. **Deed and Title.**

a. At Closing Seller will transfer, assign and convey to Purchaser title to the Hanson Property by statutory warranty deed, warranting title to be free and clear of all liens, charges, encroachments and encumbrances, except as otherwise described in a Preliminary Commitment to Title Insurance (herein, *Title Report*), to be issued by the Stewart Title Company through Alaska Escrow and Title Insurance Agency, Inc. (herein, *AETIA*). Seller did order a Title Report, issued as Order No.57449, effective as of September 23, 2019, a copy of which is attached hereto as **Appendix G**. The Title Report attached hereto as **Appendix G** pertains to the current un-subdivided Lot 9A, and will be updated upon the subdivision of the Hanson

Property from Lot 9A. The execution of this Agreement by Purchaser shall constitute Purchaser's acceptance of the general exceptions stated in Schedule B, Part I, and the special exceptions disclosed in Part II of the attached Title Report, **Appendix G**, which are herein referred to as the *Permitted Exceptions*. The parties do not expect the Permitted Exceptions provided in the Title Report will change specific to the Hanson Property once the updated Title Report is issued following completion of the subdivision of the Hanson Property. However, if such were to occur, the Parties will implement the process set out in subsection b., for resolving exceptions on title disclosed for the first time in the updated Title Report.

b. The Title Report (**Appendix G**) shall be updated contemporaneous to the Closing Date, following the satisfactory completion of the conditions precedent stated in Paragraph 4, above. This provision shall serve as instructions to AETIA as the closing agent, to issue an updated Title Report in preparation of Closing in a form similar to that attached to this Agreement as **Appendix G**, for an insured amount which the Parties agree shall be stated as \$100,000.00. The updated Title Report shall be issued by AETIA under a standard owner's policy of title insurance coverage. A copy of the updated Title Report shall be provided to the Parties within 5 days prior to Closing. Prior to Closing, Purchaser shall give written notice to Seller and AETIA of Purchaser's objections to exceptions on the title of the Hanson Property that are stated in the updated Title Report that are not Permitted Exceptions. Failure by Purchaser to timely object to exceptions on title shall be deemed to waive objection to any special exceptions stated in Schedule B, Part II, that were not disclosed in the Title Report provided to the Parties prior to the execution of this Agreement. Seller shall have a reasonable time following receipt of Purchaser's objections to cure the previously undisclosed title defects to updated Title Report. If Seller is unable despite reasonable efforts to remove a previously undisclosed material exception that is disclosed in the updated Title Report, this Agreement shall terminate, unless the undisclosed exception is waived, and, if not, neither party shall have any further rights or obligations hereunder except for Purchaser's reimbursement to Seller of Purchaser's share of the subdivision costs. Without limiting the generality of the foregoing, the Parties agree that the Declaration of Restrictive Covenants Re Vessel Traffic (**Appendix F**) will be recorded contemporaneous with the Warranty Deed at Closing, and for purposes of this Section 6.b., neither shall not be deemed a previously undisclosed exception to the Title Report to which the Purchaser could otherwise have made objection under this provision.

c. The Parties agree that the Statutory Warranty Deed referenced in Paragraph 6.a. shall be updated to reflect the legal description contained in the updated Title Report and the exceptions to title deemed acceptable by Hanson at Closing.

7. Closing; Closing Costs; Deliveries.

a. The Closing Date shall be within a reasonable time after the recordation of the final plat of the subdivision of the Hanson Property, and the Parties receipt of the updated Title Report shall be issued immediately thereupon, but in no event more than ten days after recordation unless otherwise agreed in writing by the Parties; except, Closing shall delay pending such reasonable time necessary to enable Seller to cure any exceptions to the updated Title Report not previously undisclosed in the initial Title Report, that may be objected to by Purchaser in the manner provided in Paragraph 6.b. above. Closing shall occur through the auspices of, and the Closing escrow will be administered by AETIA, with AETIA to appoint a qualified person to serve as the closing agent for this transaction. The Closing shall take place at the office of Alaska Escrow and Title Insurance Agency, Inc. 315 Seward Street, Suite B, Sitka, Alaska, 99835, (Telephone: 907-623-0774) on a date mutually acceptable to the Parties, and which is consistent with the provisions herein. Seller and its attorney(s) may prepare

closing instructions for the closing of this transaction which will be of standard form and satisfactory to Purchaser.

b. The Parties have agreed to share the total costs to be incurred for the subdivision of the Hanson Property, which includes the costs that may be charged by AETIA for issuing the Certificate to Plat related to the subdivision of the Hanson Property. Purchaser shall reimburse Seller for one-half of the total subdivision costs at Closing, and in the event this transaction does not close, then such costs shall be paid to the Seller within 5 days from the date a written demand for payment is received by Purchaser. The Seller shall be responsible for all other standard closing costs charged by AETIA, which Seller understands to include the recording fees for the Statutory Warranty Deed and such other implementing documents that may require recording, Title Report issued as an owner's standard title insurance, as updated, document preparation costs, the AETIA fees and escrow costs, and one-half the costs of the subdivision, which costs include the Certificate to Plat to be issued by AETIA. The Parties respective obligation to pay the subdivision and Closing costs as provided in this provision are herein referred to collectively as *Closing Costs*.

c. Provided that Purchaser performs its obligations for Closing, Seller shall execute and deliver the following to AETIA for the benefit of Purchaser at Closing:

(i) the executed original of the Statutory Warranty Deed which will, subject to the Permitted Exceptions, convey the Hanson Property to Purchaser under the description of the Hanson Property resulting from the final subdivision Plat of Lot 9A;

(ii) a HUD-1 settlement statement for the Closing under this Agreement which reflects the non-monetary transfer and settlement and prorations provided for in this Agreement including, without limitation, under Section 7.b above; and,

(iii) such other instruments, instructions and agreements that may be reasonably required by AETIA or the transaction in order to complete Closing in accordance with this Agreement and for issuance of the policies of title insurance pursuant to the title commitment.

d. In addition to Purchaser's share of the Closing Costs as set forth above, for Closing, Purchaser shall execute and deliver the following to AETIA for the benefit of Seller:

(i) the Declaration of Restrictive Covenants Re Vessel Traffic, in the form attached as **Appendix F** to this Agreement;

(ii) certificate(s) of insurance as required herein, naming Seller as an additional insured until such time that a qualified marine engineer certifies in writing that the Utility Dock and related improvements are safe for marine related operations and business;

(iii) a HUD-1 settlement statement for the Closing under this Agreement which reflects the non-monetary transfer and settlement and prorations provided for in this Agreement;

(iv) a record of action or resolution duly issued by Hanson Maritime, Co., and its governing board of directors and shareholders, that authorizes Lee Hanson, or such other authorized person, to execute this Agreement, and the implementing documents described herein; and,

(v) such other affidavits, instruments, instructions and agreements that may be reasonably required by AETIA in order to complete Closing in accordance with this Agreement and for its issuance of the policies of title insurance pursuant to the title commitment.

8. **Proration.** The Hanson Property taxes, assessments, if any, charged by the CBS, or any other taxing authority, which shall be prorated between the Parties as of the Closing Date.

9. **Duties of Closing Agent.**

a. In preparation for Closing, AETIA will assemble all Closing documents described in Section 7.c., and d., to assure each is signed, and where required acknowledged by a public notary; issue an updated Title Report immediately following recordation of the final subdivision plat regarding the Hanson Property and distribute same to the Parties hereto at the soonest time following completion of the updated report; and, prepare and distribute to the Parties and their representatives a HUD-1 Settlement Statement.

b. As and when the Closing Agent has received from Purchaser all funds which are necessary to complete Closing, all of the necessary implementing documents, properly executed, the insurance certificates, and is ready and able to issue title insurance policies as required under this Agreement then the Closing Agent shall complete the steps necessary for Closing upon recording of the final subdivision plat for the Hanson Property, which shall include recording the implementing documents received from the respective Parties or other documents gathered in the Closing process, which shall be recorded in the following order:

(i) record in the Sitka Recording District the Statutory Warranty Deed;

(ii) record in the Sitka Recording District the Declaration of Restrictive Covenants Re Vessel Traffic;

(iii) issue owner's standard coverage to Purchaser for the Hanson Property and simultaneously issue a standard Certificate to Plat for the subdivision of the Hanson Property, all of which will be issued on the terms set forth above;

(iv) charge the respective Parties with the closing costs allocated to each of them as set forth above, which allocation shall be reflected in the HUD-1 Settlement Statement that AETIA will prepare; and,

(v) distribute to the Parties the Closing documents, and pay to Seller one-half the subdivision costs Purchaser is to pay as a closing cost to reimburse to Seller as provided herein above.

10. **Completion of Closing Defined; Risk of Loss.** In this Agreement, the term *Completion of Closing* shall mean and refer to the point in time when both the Statutory Warranty Deed conveying the Property to Purchaser is recorded. The risk of loss or damage to the Property shall remain with Seller until Completion of Closing. In the event that before Completion of Closing, an event occurs that materially alters utility or value of the Hanson Property, Purchaser may, in its

sole discretion, elect to terminate this transaction, in which Seller shall be entitled to all insurance proceeds on account of such loss.

11. **Purchaser Acknowledges AS IS Condition.** Purchaser accepts the Hanson Property in its "AS-IS, WHERE-IS" condition without warranty or representation whatsoever on the part of Seller, express or implied as to the Hanson Property's physical or environmental condition, fitness or suitability for any particular purpose, use, construction or development, including without limitation any warranty or representation as to the physical, environmental, surface or subsurface condition, cost to repair or reconstruct any portion of the Hanson Property including, but not limited to the Utility Dock, which Purchaser acknowledges is in a dilapidated and unsafe condition, compliance with laws, zoning, or the sufficiency, accessibility and capacity for Purchaser's intended use of the Hanson Property, it being agreed, acknowledged and accepted by Purchaser that all such risks are to be borne by Purchaser and that Purchaser is relying solely on Purchaser's own inspection, investigation and knowledge of the Hanson Property and not on any statement, oral or written representation, warranty or assurance made by Seller, or any one acting or claiming to act on behalf of Seller or any materials, data or other information provided or available to Purchaser by, though, or on behalf of Seller. Purchaser agrees that Seller shall not be liable for any latent or patent defect or fault in and with the Hanson Property or any part thereof, most especially the Utility Dock and its piling and decking system. Purchaser for itself and any of its successors and assigns, hereby irrevocably and absolutely waives its right to recover from, and forever releases and discharges, and covenants not to pursue any legal action against Seller, Seller's affiliates, contractors, employees, attorneys, managers, representatives, and agents, herein referred to as the *Released Parties*, with respect to any and all suits, actions, proceedings, investigations, demands, claims, liabilities, obligations, fines, penalties, liens, judgments, losses, injuries, damages, settlement expenses or costs of whatever kind or nature, whether direct or indirect, known or unknown, contingent or otherwise, and whether known by any Released Parties as of the Effective Date of this Agreement, as first appearing above, including any proceeding brought by a government agency, including, without limitation, attorney and expert witness fees and expenses and investigation and remediation costs that may arise on account of or in any way be connected with (i) investigation and inspection of the Hanson Property by the Purchaser prior to Closing during the Due Diligence Period and (ii) the Hanson Property or any portion thereof including without limitation the physical, environmental and structural condition of the Hanson Property or any law or regulation applicable thereto, or any other matter relating to the use, presence, discharge or release of hazardous materials and substances on, under, in, above or about the Hanson Property. Purchaser expressly waives the benefits of any provision, principle, or policy of federal or state law, or regulation that may limit the scope or effect of the foregoing waive and release to the extent applicable, including but not limited to the immunity from civil liability under the Alaska Worker's Compensation Act.

12. **Disclaimer of Warranties.** Seller has provided Purchaser with an opportunity to physically inspect and evaluate the Hanson Property, including, but not limited to the tidelands and the Utility Dock, and all improvements appurtenant thereto, their component parts and mechanical and other systems and Seller will continue to allow such opportunity until the Closing Date. Purchaser acknowledges that either on its own or with other persons of appropriate expertise, Purchaser has taken such steps as it deems appropriate to inspect and determine the condition of same, including inspection and evaluation of the Utility Dock by Purchaser's contractor or other persons of similar expertise. Purchaser acknowledges having received the benefit of these inspections and that Purchaser is proceeding with the purchase of the Hanson Property with full knowledge of the information derived from these efforts. THEREFORE, EXCEPTING ONLY AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ITS APPENDICES, SELLER MAKES NO

WARRANTIES OR REPRESENTATIONS CONCERNING THE CONDITION OF THE PROPERTY. ON THE CONTRARY, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING OR CONCERNING THE CONDITION OF THE HANSON PROPERTY. SELLER'S DISCLAIMER OF WARRANTIES SHALL INCLUDE, WITHOUT LIMITATION, DISCLAIMER OF ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO: (i) THE CONSTRUCTION, WORKMANSHIP AND MATERIALS OF THE UTILITY DOCK AND OTHER IMPROVEMENTS SITUATED THEREON; (ii) THE SUITABILITY OF THE HANSON PROPERTY FOR PURCHASER'S INTENDED USE; (iii) THE PROFITABILITY OF ANY BUSINESS OPERATIONS PURCHASER MAY CONDUCT ON OR WITH THE HANSON PROPERTY; (iv) THE ENVIRONMENTAL CONDITION OF THE HANSON PROPERTY; AND, (v) ANY TAX CONSEQUENCES, FAVORABLE OR OTHERWISE, RESULTING FROM PURCHASER'S ACQUISITION OF THE PROPERTY. PURCHASER ACCEPTS SELLER'S DISCLAIMER OF WARRANTIES CONCERNING THE HANSON PROPERTY BY ACCEPTING TITLE AND POSSESSION OF THE PROPERTY ON THE BASIS OF "AS-IS AND WHERE-IS," WITH ALL FAULTS AND DEFECTS. IN DECIDING TO PURCHASE THE HANSON PROPERTY, PURCHASER RELIES SOLELY UPON PURCHASER'S OWN INSPECTION, KNOWLEDGE AND FAMILIARITY OF THE PROPERTY AND UPON PURCHASER'S OWN SOURCES OF INFORMATION WHICH PURCHASER ACKNOWLEDGES ARE INDEPENDENT OF SELLER, ITS AGENTS, REPRESENTATIVES AND AFFILIATES. PURCHASER FURTHER ACKNOWLEDGES THAT THE IMPROVEMENTS ON THE HANSON PROPERTY, INCLUDING THE UTILITY DOCK, WERE BUILT IN THE 1950s, AND WERE DETERMINED BY SURVEYS COMMISSIONED IN 2000 BY QUALIFIED ENGINEERING FIRMS TO BE DILAPIDATED AND IN UNSAFE CONDITION, PARTICULARLY THE UTILITY DOCK, AND PURCHASER ACCEPTS THE RISK THAT THERE MAY BE OR HAVE ARISEN FAULTS OR DEFECTS WITH THE HANSON PROPERTY ARE A CONTINUING CONSEQUENCE OF THE NEGLECT AND INATTENTION GIVEN TO THE CONDITION, REPAIR, MAINTENANCE, AND UPKEEP OF THE HANSON PROPERTY BY SELLER AFTER 2000 THAT CAUSED FURTHER DETERIORATION OF THE HANSON PROPERTY BEYOND THAT NOTED IN THE 2000 ENGINEERS' REPORTS. THEREFORE, FROM AND AFTER THE CLOSING UNDER THIS AGREEMENT, PURCHASER SHALL AND DOES ASSUME ALL RISK OF LOSS, DAMAGE AND INJURY TO PERSONS OR PROPERTY ARISING FROM OR RELATING TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE CONTINUED DEPRECIATION OF VALUE AND DETERIORATION OF THE CONDITION OF THE HANSON PROPERTY WHICH MAY RESULT OR ARISE FROM FAULTS OR DEFECTS, WHETHER LATENT OR OTHERWISE AND WHETHER KNOWN OR UNKNOWN TO SELLER, PURCHASER OR BOTH, OR PERSONS AND ENTITIES AFFILIATED WITH THEM, INCLUDING THE RELEASED PARTIES.

13. **Environmental and Regulatory Disclaimer.** WITHOUT LIMITING ANY ASPECT OF SECTION 12, ABOVE, THE PARTIES' AGREEMENT TO SELL AND PURCHASE THE HANSON PROPERTY "AS-IS, WHERE-IS", WITH ALL FAULTS AND DEFECTS, AND WITH THE EXPRESS DISCLAIMER OF ALL WARRANTIES AND REPRESENTATIONS EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ITS APPENDICES, EXTENDS TO THE ENVIRONMENTAL CONDITION AND REGULATORY STATUS OF THE PROPERTY. PURCHASER ACKNOWLEDGES THIS DISCLAIMER OF WARRANTIES AND ASSUMES ALL OBLIGATIONS AND BURDENS ASSOCIATED WITH MAKING ITS OWN DETERMINATION AS TO ALL REGULATORY AND ENVIRONMENTAL MATTERS AND ISSUES ASSOCIATED WITH THE PURCHASE AND OWNERSHIP OF THE PROPERTY. THIS DISCLAIMER INCLUDES THE STATUS OF THE TIDELANDS AND IMPROVEMENTS RELATIVE TO REGULATORY STANDARDS SUCH AS, BUT NOT LIMITED TO, BUILDING CODES, FIRE CODES AND OSHA STANDARDS, ADEC AND EPA STANDARDS, POLICIES AND REGULATIONS. EXCEPTING ONLY AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS DISCLAIMER ALSO

INCLUDES THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES IN OR AROUND THE TIDELANDS AND UPLANDS, INCLUDING IN SUCH MEASURE AND CONCENTRATION AS MIGHT GIVE RISE TO REGULATORY OR OTHER ENVIRONMENTAL LIABILITY, AN OBLIGATION TO REMEDIATE, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, OR ANY COMBINATION OF THE FOREGOING. PURCHASER ACKNOWLEDGES THIS DISCLAIMER AND ASSUMES ALL OBLIGATIONS AND BURDENS ASSOCIATED WITH MAKING ITS OWN DETERMINATION AS TO THE ENVIRONMENTAL AND REGULATORY ISSUES AND RISKS IT MAY BE ASSUMING BY THE PURCHASE AND OWNERSHIP OF THE HANSON PROPERTY. FROM AND AFTER COMPLETION OF CLOSING, PURCHASER'S RESPONSIBILITY FOR THE OWNERSHIP AND OPERATION OF THE PROPERTY WILL INCLUDE, WITHOUT LIMITATION, ALL MATTERS ARISING FROM OR RELATING TO ANY ENVIRONMENTAL OR REGULATORY ISSUES INCLUDING ANY HAZARDOUS SUBSTANCES ON OR AROUND THE TIDELANDS, UPLANDS, OR BOTH. TO THOSE ENDS, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL CLAIMS, AS DEFINED BELOW, ARISING FROM OR RELATED TO ANY CONTAMINATION, RELEASE OR THREATENED RELEASE OF HAZARDOUS SUBSTANCES ON OR AROUND THE HANSON PROPERTY, AND ALSO ANY OTHER ENVIRONMENTAL OR REGULATORY ISSUES, INCLUDING AS OTHERWISE REFERENCED IN THIS SECTION. FOR PURPOSES OF THIS AGREEMENT, HAZARDOUS SUBSTANCES INCLUDE ANY SUBSTANCE WITHIN THE DEFINITION OF "HAZARDOUS SUBSTANCE" OR "HAZARDOUS WASTE" IN ANY STATE OR FEDERAL ENVIRONMENTAL LAW INCLUDING, WITHOUT LIMITATION, PETROLEUM AND ITS DERIVATIVE BY-PRODUCTS.

14. **Non-Waiver Regarding Seller Disclosures.** To the extent that Seller or Seller's agents or other representatives may have provided any limited disclosure or other information to Purchaser, whether as set forth in this Agreement or otherwise, Purchaser further agrees that any such disclosures do not supersede or waive any term or provision of this Agreement including, but not limited to, Seller's disclaimer of warranties and representations and the "AS-IS, WHERE-IS" condition of the Hanson Property. Further, any and all information and disclosures that Seller may provide to Purchaser are provided on the same terms and provisions as set forth in Section 12, above. Without limiting the operation thereof, all such information and disclosures are provided by Seller and accepted by Purchaser "AS-IS and WHERE-IS," with all faults and with all representations expressly disclaimed.

15. **Purchaser Indemnity.** Purchaser shall assume liability for, and indemnify, defend and hold harmless Seller, its managers, assembly persons, representatives, contractors, agents, attorneys and employees (herein, *Indemnitees*), from and against any and all claims which may be asserted against Seller by reason of any injury to or death of any person or persons, or by reason of loss of or damage occurring from the Hanson Property or the personal property of any person or entity which occurs after the Closing Date and which arises out of or is in any way connected with the ownership, management, possession, control, maintenance, repair, modification, use, or operation of the Hanson Property. Purchaser's obligation to indemnify and hold the Indemnitees harmless shall continue until such time that the Utility Dock, together with its piling and deck system, are certified in writing to be safe for operational marine use by a qualified marine engineer as more particularly provided in Section 16, below.

16. **Moratorium of Operation Use.** Purchaser, and all persons and entities operating through Purchaser shall cease operational use of the Utility Dock as of the Closing Date and continuing thereafter until such time as Utility Dock is made safe for all marine and related uses, including but not limited to the moorage of vessels and operation of persons and equipment on the Utility Dock. The determination whether the Utility Dock is brought to a "safe condition" for

operational marine use by Purchaser, shall be made by a qualified marine engineer following inspection, investigation and testing of the repairs and/or reconstruction made to the Utility Dock after the Closing Date by the Purchaser. The qualified marine engineer shall issue a detailed report of its inspection, investigation, testing and findings that conclude the Utility Dock has been rendered to a safe condition for operational marine use. The qualified engineer's determination of "safe condition" shall include, but not be limited to, the piling and decking systems of the Utility Dock, and shall be consistent with all applicable industrial and marine engineering and construction standards. Prior to the issuance of the marine engineer's report of "safe condition," Purchaser shall at all times (i) maintain comprehensive general liability and such other liability coverage that names Seller as an "additional insured" and protects the Seller against all claims and liabilities that could arise from the unsafe condition of the Utility Dock, with coverage of not less than \$1,000,000 per occurrence, (ii) post signage on the Utility Dock from both its water and land access that gives notice to third parties of the dangerous and hazardous conditions of the Utility Dock, and (iii) fence or otherwise barricade third party access to the utility dock prior to issuance of a "safe condition" certification by Purchaser's marine engineer. Without limiting the generality of the foregoing, the Purchaser, its contractors, employees and essential persons, shall be entitled to enter upon the Utility Dock for the sole and exclusive purpose of making repairs and/or reconstruction of the unsafe condition. In such event, Purchaser hereby waives any statutory protection or immunity Purchaser may otherwise have under the Alaska Worker's Compensation Act, should an employee be injured or die while working on the Utility Dock. Purchaser shall provide Seller with a certificate of insurance evidencing Purchaser's compliance with the insurance requirements of this Section 16 on or before the anniversary date of this Agreement in each year until such time as the Utility Dock is determined to be in a safe condition. Thereafter, Purchaser's obligation to provide such insurance and to indemnify the Seller from claims resulting from the unsafe condition of the Utility Dock shall terminate.

17. **Acknowledgement of Encumbrances.** Purchaser acknowledges and agrees to the encumbrance of the Hanson Property with the obligations, covenants and liabilities assumed by Purchaser as stated in the Declaration of Restrictive Covenants Re Vessel Traffic (**Appendix F**); and further acknowledges that the Declaration of Restrictive Covenants was a material consideration of this Agreement, negotiated by and agreed upon and accepted by Purchaser without pressure, coercion or promises made by Seller not otherwise expressly set forth herein.

18. **Agreements Survive the Closing.** All of the covenants, agreements, representations and warranties of the Parties herein contained shall survive the Closing.

19. **Time of the Essence.** Time is declared to be of the essence as to this entire Agreement and as to the performances of all Parties to the Agreement.

20. **Representation of Counsel.** Seller is represented in this Agreement by attorney H. Clay Keene, of Keene & Currall, PPC, 540 Water Street, Suite 302, Ketchikan, Alaska, 99901, and Brian Hanson, City Attorney for the City & Borough of Sitka. Purchaser has been encouraged to retain independent counsel to assist Purchaser in understanding and interpreting this Agreement and the obligations, liabilities and consequences that may arise therefrom.

21. **Waiver.** The failure of either party to enforce any covenants or conditions after breach or default by the one or the other party shall not avoid the rights of the non-defaulting party to enforce the same or any other covenants or conditions on the occasion of any subsequent breach or default.

22. **Construction.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting and construing the same shall not apply a presumption that this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or whose agent prepared the same.

23. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors or assigns. This Agreement does not create and shall not be construed as creating any rights enforceable by any person not a party to this Agreement.

24. **Counterpart Signature Pages and Facsimile Signatures.** This Agreement may be executed using counterpart signature pages which, when taken together shall constitute one Agreement. This Agreement may be executed using facsimile signatures, provided that the documents shall be subsequently conformed with original signature pages as soon as such original pages are available.

25. **Effective Date.** The effective date of this Agreement is the ___ of November, 2019.

26. **Notices.** Any notices to be delivered under this Agreement shall be considered given upon receipt, if personally delivered, and the earlier of receipt or three business days after mailing, if mailed certified mail, return receipt requested, postage prepaid to the addresses set forth herein or to such other address as a party may give in writing following this notice section.

Seller

City and Borough of Sitka
100 Lincoln Avenue, Room 310
Sitka, Alaska 99835

Purchaser

Hanson Maritime, Co.
Lee Hanson, President
Post Office Box 2594
Sitka, Alaska 99835

27. **Applicable Law and Venue.** This Agreement is to be construed and determined under the law of the State of Alaska. Venue for any civil action brought to enforce the terms of this Agreement shall be brought only in the Superior Court at Sitka for the State of Alaska.

28. **Covenants Survive Closing.** The covenants, representations, and guarantees of the Parties as stated in this Agreement shall survive the Closing.

29. **Further Assurances.** Each party hereto shall perform all acts essential for execution and delivery of documents and provide any assurances which are reasonably necessary to effectuate the provisions and purposes of this Agreement.

30. **Integration.** This Agreement, Declaration of Restrictive Covenants Re Vessel Traffic and other implementing documents identified herein constitute the entire, final agreement

and understanding between the Parties and supersede any and all proposals, negotiations, conversations, discussions, agreements, representatives, and assurances whether oral or written, that relate to the subject matter of this Agreement. This Agreement may not be changed or modified, in whole or in part, except by an instrument in writing signed by the authorized representative of each Party.

31. **Partial Invalidity.** Should any term, covenant or condition of this Agreement be found by a court identified to be void, unenforceable or of no effect, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this ____ day of November, 2019.

**SELLER
CITY AND BOROUGH OF SITKA**

By: _____
_____, Interim Administrator

**PURCHASER
HANSON MARITIME CO.**

By: _____
Lee Hanson, President

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known to be the **Interim Administrator of the City and Borough of Sitka**, an Alaska municipal corporation, the municipal corporation which executed the above and foregoing instrument; and who on oath stated that he was duly authorized to execute said instrument on behalf of said municipal corporation, and who acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public for Alaska
Commission expires: _____

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ___ day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Lee Hanson**, to me known to be the **President of Hanson Maritime Co.**, a corporation, the corporation which executed the above and foregoing instrument; and who on oath stated that he was duly authorized to execute said instrument and affix the seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporation seal thereof; and who acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public for Alaska

Commission expires:_____

PURCHASE AND SALE AGREEMENT

APPENDIX A

GARY PAXTON

INDUSTRIAL PARK



**Request for Proposals
Private Sector Development of
A Portion of Lot 9a (Utility Dock)**



Request for Proposals (RFP)
By the City and Borough of Sitka, Alaska (CBS) and
The Gary Paxton Industrial Park (GPIP) Board of Directors
To purchase a portion of Lot 9a, otherwise known as and hereinafter referred to as the
"Utility Dock", located at the Gary Paxton Industrial Park.

Proposals will be received at the Office of the Municipal Clerk, City Hall, City and Borough of Sitka, 100 Lincoln Street, Sitka, Alaska 99835, until 2:00:00 P.M., January 25th, 2019. The time of receipt will be determined by the Municipal Clerk's time stamp. Proposals received after the time fixed for the receipt of proposals will not be considered.

The RFP is to purchase the Utility Dock with the intent to develop business opportunities and provide jobs.

Please direct all questions regarding this project to:

Garry White
GPIP Director
329 Harbor Drive, Suite 212
Sitka, Alaska 99835
907-747-2660
garrywhite@gei.net

RFP documents may be downloaded from the web:

www.cityofsitka.com
(Click on the **Bids and RFP** link)

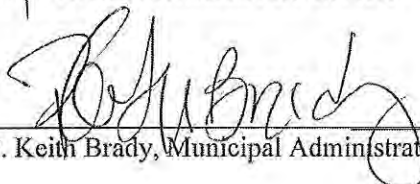
It is the responsibility of the proposer to regularly check the website for addenda to the RFP.

Additional information regarding the Utility Dock that subsequently becomes available will be issued as addenda.

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

Dated this 11 day of January, 2019.

CITY AND BOROUGH OF SITKA



P. Keith Brady, Municipal Administrator

GARY PAXTON INDUSTRIAL PARK

CBS is requesting proposals from an entity(ies) or individual(s) for the purchase of the Utility Dock described herein.

The following subjects are discussed in this RFP to assist you in preparing your proposal.

- I. Introduction
- II. Preferred Outcome
- III. Relationship with City and Borough of Sitka/Gary Paxton Industrial Park
- IV. Proposal Format and Content
- V. Evaluation Criteria and Selection Process
- VI. Terms and Conditions
- VII. Estimated Schedule
- VIII. Reference Documents
 - a. Revised Memorandum of Understanding Between the State of Alaska and the City and Borough of Sitka Management Plan for Sawmill Cove Industrial Park
 - b. Environmental Overview
 - c. GPIP Retail & Business uses
 - d. Project Location Map
 - e. Reference Drawings

I. Introduction

The GPIP Board of Directors, through CBS desires to select an entity(ies) or individual(s) to purchase the Utility Dock. The site is located at the Gary Paxton Industrial Park, the site of the former Alaska Pulp Company (APC) pulp mill located five miles southeast of downtown Sitka. The site is on the road system.

GPIP is under development by a five-member board of directors appointed by the CBS Assembly. The Board manages the day-to-day operations of the Park working with and through the Municipal Administrator and a Park Director. The Board serves in an advisory capacity to the Assembly, who has final authority on leases and sales at the Park.

Sitka needs family wage jobs and the Board has certain requirements to assure every effort is being made to secure tenants at the Park that



will: (1) Create family wage jobs for Sitkans; and (2) Generate operating and capital funds for the Park.

APC and CBS reached an agreement and transferred ownership of the site to CBS in 1999. Prior to that transfer, APC and CBS made agreements with the U.S. Environment Protection Agency (EPA) and the Alaska Department of Environmental Conservation (ADEC) regarding future uses of the site. Pursuant to 13 CFR 314.10(e)(3), the site at no time shall be used for inherently religious activities prohibited by applicable federal law. Further, at no time shall the site be used for any purpose that would violate the nondiscrimination requirements set forth in 13 CFR 302.20.

Attached to this RFP is an overview of the environmental restrictions and agreements between CBS and ADEC, as well as the Park management plan.

GPIP Multipurpose Dock: CBS recently installed a multi-purpose, floating dock facility at the GPIP, adjacent to the Utility Dock, to serve a range of industries, including but not limited to fishing and container/cargo shipping. This dock was constructed to allow for future upgrades that will enhance accommodation of larger vessels, bulk water distribution, or other new industry. Also, CBS will potentially be constructing additional infrastructure in the vicinity of the Utility Dock.

II. Preferred Outcome:

The GPIP Board's preferred outcome from this RFP is the selection of an experienced and well-financed entity(ies) or individual(s) to purchase the Utility Dock to establish a business operation(s) and create jobs in Sitka. Once that selection is made, the Board may carry out further negotiations as might be necessary. The Board will make its determination and forward that recommendation to the CBS Assembly who has final authority in these matters.

Retail Development: CBS has set guidelines for retail and business use for the Park. Please see attached Table 22.16.015-6 from the Sitka General Code.

Additional: CBS reserves the right to negotiate with the finalist(s). CBS retains the right to refuse or accept any and/or all proposals.

III. Relationship with CBS / GPIP

- a. Selected entity(ies) or individual(s) and CBS shall enter into a Purchase and Sale Agreement.
- b. CBS will charge the purchaser property tax on the real property, the assessed value of facilities constructed by the purchaser and upon the assessed value of the possessory interest.

- c. The purchaser shall collect and remit CBS sales tax for services or sales the purchaser provides.
- d. The purchaser will follow all CBS zoning and building codes.

IV. Proposal Format and Content

Direct questions regarding this proposal to Garry White, Director, Gary Paxton Industrial Park, (907) 747-2660.

Proposals, that do not address the items listed in this section, may be considered incomplete and may be deemed non-responsive by the City and Borough of Sitka.

PROPOSAL FORMAT

- A. Letter of Transmittal
- B. Narrative
 - 1. Brief description of the entity(ies) including its/their legal structure, experience, and the experience of its key individuals. Brief resumes of the managers.
 - 2. Provide a concept level operations plan for the business. Describe the estimated number of employees and how operation(s) would benefit Sitka over the long term. At a minimum include:
 - a. Estimated number of new (net increase of) full-time equivalent jobs and describe how employment may fluctuate through the year.
 - b. Estimated net increase in sales tax, fish tax or similar taxes to the CBS. "Net increase" would be additional from sales not already taking place in Sitka.
 - c. Estimated amount of raw property, uplands and tidelands, under and adjacent to the Utility Dock desired in square feet.
 - 3. Provide proposed purchase price offer and terms.
 - 4. Provide a schedule for start of business operation(s).

Submit six (6) copies of the completed Proposal in a sealed, secure envelope marked as follows:

GARY PAXTON INDUSTRIAL PARK
Proposals for Purchase of a Portion of Lot 9a (Utility Dock)

PROPOSAL DATED: _____, 2019

Proposals shall be addressed to:

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

Proposals shall be received at the office of the City Clerk before 2:00:00 pm on January 25th, 2019.

V. Evaluation Criteria and Selection Process

A selection committee consisting of the GPIP Board of Directors will evaluate the proposals and make a recommendation to the CBS Assembly.

The committee will use the following criteria in deriving a numerical score for each proposal:

- a. Qualifications & Experience. From the proposal and from your own knowledge of the entity(ies) or individual(s) qualifications and experience, score from 1 to 25 points with the best score as 25.
- b. Concept Plan. Does the concept plan express an understanding of the Request for Proposal? Does the plan accommodate other uses of the GPIP waterfront and uplands? Does the plan provide or secure long term jobs for Sitka? How many jobs? Does the plan increase net business activity in Sitka through sales, fish tax, etc.? Score from 1 to 35 points.
- c. Purchase Price. Do the proposal purchase price and terms adequately compensate the CBS and/or help fulfill the mission of the GPIP? Score from 1 to 15 points, with higher purchase price receiving a higher score.
- d. Start up Schedule. What is the time frame for business start up to provide jobs? Score from 1 to 10.
- e. Environmental Concerns. Does the proposal address the environmental concerns with future construction and vessel management with this project? Score from 1 to 10 points.

f. Confidence in Proposer(s). This is a judgment call based upon the subjective experience of the evaluator. Score from 1 to 5 points.

TOTAL POSSIBLE POINTS = 100

VI. Terms and Conditions

- A. CBS intends that as a result of the transaction contemplated by this RFP it will have no further responsibility or liability for the subject property. CBS intends that the selected proposer would acquire its interest in the subject property "AS IS/WHERE IS" with all faults and defects.
- B. The selected proposer, in order to acquire its interest in the subject property, must acknowledge and agree that CBS has not made and does not make, and CBS specifically disclaims, any representations, warranties, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, with respect to the subject property.
- C. The selected proposer will have the responsibility to investigate and determine existing or pending regulation, restrictions and potential defects, including those created by prior use of the Utility Dock. The feasibility and costs to remedy defects will be the sole responsibility of the selected proposer.
- D. The selected proposer must acknowledge and agree that use of the Utility Dock may be subject to regulatory action by federal, state, and municipal regulators, which is the sole responsibility of the selected proposer to determine.
- E. The selected proposer must acknowledge and agree that adjacent tidelands and uplands owned by CBS and others may be subject to development and improvement, including, but not limited to, fill, berthing, and docks, which could affect access to the Utility Dock.
- F. The selected proposer must acknowledge and agree that the portion of Lot 9a proposed for purchase will need to be subdivided from Lot 9a pursuant to the applicable provisions of the Sitka General Code.

VII. ESTIMATED SCHEDULE

GARY PAXTON INDUSTRIAL PARK SALE OR LEASE OF PORTION OF LOT 9A

- | | | |
|---|------------|------------------|
| • Proposals due | 2:00:00 PM | Date: 01/25/2019 |
| • Gary Paxton Industrial Park Board Selection | | Jan. - Feb. 19' |
| • Assembly Approval of Development Agreement | | Feb-March 19' |
| • Operational Goal | | 06/30/2019 |

VIII. Reference Documents

See attached:

- 2013 – Plat of GPIP Utility Dock (with phot/diagram)
- City and Borough of Sitka, Gary Paxton Ramp Project, Concept Plan No. 1, Sheet 1 of 2
- City and Borough of Sitka, Gary Paxton Ramp Project, Concept Plan No. 2, Sheet 2 of 2
- Revised Memorandum of Understanding Between the State of Alaska and the City and Borough of Sitka Management Plan for Sawmill Cove Industrial Park (Former APC Mill Site) May 28, 2014
- Alaska Department Of Environmental Conservation Contaminated Sites Program. Amendment to the April 1999 Recorded of Decision Alaska Pulp Corporation, March 30, 2005
- Table 22.16.015-6, Retail and Business Uses



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CHK.	APP.

P N D
ENGINEERS, INC.

DESIGN: CRS CHECKED: JLD
DRAWN: PJD APPROVED: CRS

3300 Steadman Highway Ste 100
Sitka, Alaska 99801
Phone: 907-864-2002
Fax: 907-588-2650
www.pnd-engineers.com

SCALE IN FEET
0 80 160 FT.



CITY & BOROUGH OF SITKA
GARY PAXTON RAMP PROJECT

SHEET TITLE: **CONCEPT PLAN NO.1**

DATE: JAN. 3, 2019

1
1 OF 2



REVISIONS					
REV.	DATE	DESCRIPTION	DWN.	CND.	APP.

P N D
ENGINEERS, INC.

5350 State Highway 206
Sitka, Alaska 99801
Phone: 907.586.2003
Fax: 907.584.2007
www.pnd-inc.com



CITY & BOROUGH OF SITKA
GARY PAXTON RAMP PROJECT

SHEET TITLE: CONCEPT PLAN NO.2

DESIGN: CRS
DRAWN: PJD
CHECKED: JLD
APPROVED: CRS

SCALE: SCALE IN FEET
0 50 100 FT

DATE: JAN. 3, 2019

PROJECT NO.: 180000

2
SHEET
2 OF 2

REVISED Memorandum of Understanding
Between the State of Alaska and the City and Borough of Sitka
Management Plan for Sawmill Cove Industrial Park
(Former APC Mill Site)
May 28, 2014

This revised Memorandum of Understanding (MOU) "Management Plan" is made between the State of Alaska (State) and the City and Borough of Sitka (CBS) to set forth measures for implementing recorded institutional controls and other long-term responsibilities for management of the former Alaska Pulp Corporation property located at what is now known as the Sawmill Cove Industrial Park. This revised MOU supersedes the April 28, 1999 MOU signed by Commissioner Michele Brown and Sitka Mayor Stan Filler.

This Management Plan describes how CBS and the State will work together to implement the recorded institutional controls and site management activities for the uplands area and navigation and dredging.

Introduction

From approximately 1995-1999, the State required intensive studies of the environmental conditions of the property and the larger areas affected by the operation of the former APC pulp mill (the Upland and Bay Operable Unit study areas) in consultation with the Sitka Tribe of Alaska, other agencies, and the public. This revised Management Plan specifies the remaining work to be done under a 1999 prospective purchaser agreement between the State and CBS for the former APC pulp mill property. The PPA limits CBS liability for existing contamination associated with the property in exchange for this work.

Uplands – Land Use, Future Construction Activities, and Management of Contaminated Soils or Other Contaminated Media

Restrictive Covenants – Two of the four restrictive covenants recorded by APC in 1997 were rescinded in 2005 to allow for unrestricted land use at the former developed mill site (AK Tidelands Patent No. 20 and U.S. Survey No. 2797). Two covenants remain in effect. Restrictive Covenant Sitka Plat 81-40 comprises 12.522 acres at Herring Cove. Restrictive Covenant U.S. Patent No. 1213671 comprises 143.87 acres adjacent to the former developed mill site. The remaining two restrictive covenants are effective until July 11, 2097, or until dioxins and furans are shown not to be present in concentrations exceeding site-specific, risk-based residential cleanup levels. The restrictive covenants disallow human habitation, schooling of children, hospital care, child care or any purpose necessitating around-the-clock residency by humans. Of its own accord or if requested by CBS, DEC will review information showing that these restrictions may be modified or lifted.

Reporting – If contaminated soils or other media that require special handling are encountered during construction activities, CBS or its tenants or contractors working on the Sawmill Cove Industrial Park property will promptly notify DEC's Contaminated Sites Program, Juneau office, and the CBS Public Works Director. These obligations exist in addition to any other notifications required by law. The Public Works Director or designee, who may be a qualified contractor, shall serve as the project manager for managing the material or taking any remedial actions.

REVISED Memorandum of Understanding
Between the State of Alaska and the City and Borough of Sitka
Management Plan for Sawmill Cove Industrial Park
(Former APC Mill Site)

May 28, 2014

Site Management – The Public Works Director or designee will require the testing and proper treatment or disposal in accordance with applicable law and DEC regulations and guidance on the management of contaminated soils or other contaminated media. The Public Works Director or designee will promptly report the actions to be taken to DEC as required by applicable law.

DEC Approvals – DEC will process any approvals necessary for addressing existing contamination as part of the implementation of the amended Record of Decision and its institutional controls under applicable regulations and not as enforcement actions.

Sawmill Cove – Future Construction Activities and Vessel Management

Definitions:

1. Area of Concern – The Area of Concern (AOC) is an area in west Sawmill Cove approximately 100 acres in size. The boundary of the AOC begins approximately 2000 lineal feet southwest of outfall 001, extends 500 feet offshore along a southeast line, and follows a rough arc through western Sawmill Cove back to the shoreline approximately 1200 lineal feet north of outfall 001.
2. No Disturbance Zone – A No Disturbance Zone (NDZ) has been established within the AOC. The purposes of the NDZ are to minimize re-suspension of pulp residue and to ensure that no activity occurs that may compromise the ability of the area to achieve the natural recovery ecological management goals within the stated time frame. The NDZ is an area of tidal and submerged lands and overlying seas within the Area of Concern where toxicity is greatest and pulp residue thickest. The area encompasses approximately 6 acres of tidal and submerged lands extending to the southwest immediately offshore of outfall 001. The area is bounded by a perimeter that begins at a shoreward point 50' from the south end of the former pulp dock; extends approximately 425' into Sawmill Cove along a southeast line to the intersection of the – 100 foot contour; turns southwest for approximately 375' to the intersection of the – 120 foot contour; and turns due west for approximately 375' to a point shoreward.
3. Navigational Corridor – The Navigational Corridor is an area of tidal and submerged lands and overlying seas in the AOC bounded by a perimeter that begins at a shoreward point fifty feet (50') from the south end of the former pulp dock; parallels the end of the dock out to the minus sixty foot (–60') contour interval; follows the minus sixty foot (–60') contour to the north end of the Area of Concern boundary, and swings shoreward along the AOC boundary line.

Navigational Dredging - Navigational dredging on the west side of Sawmill Cove in the AOC should be limited to the Navigational Corridor unless extenuating circumstances prevail. Navigational dredging within the AOC does not include blasting of the outcrop of native rocky material in front of the former pulp dock that follows the depth contours to the southeast.

REVISED Memorandum of Understanding
Between the State of Alaska and the City and Borough of Sitka
Management Plan for Sawmill Cove Industrial Park
(Former APC Mill Site)

May 28, 2014

Dredging actions that occur outside of the Navigation Corridor should be limited in scope and ancillary to in-water construction.

Dock Use and Future Expansion – Existing docks can be used as-is without any further regulatory action, subject only to berthing and dock expansion alternatives identified in the *Decision Framework for Managing Navigation in Sawmill Cove* (Exhibit 7, 1999 MOU). These alternatives are consistent with the remedy (natural recovery) and may be implemented through the normal permit process. Other berthing options are not necessarily precluded, but if proposed, they would have to be evaluated in the future for consistency with the remedy.

In-Water Construction – In-water construction in the AOC is allowed with appropriate precautions and best management practices, incorporated through the permitting process, to minimize disturbance or re-suspension of sediments. In-water construction in the AOC may include pilings, dolphins, docks, bulkheads, moorage and navigation aids, and other structures.

Vessel Management – Vessels are permitted to drop anchor in the AOC, excluding the NDZ and a 100' corridor designed to protect the wastewater discharge pipe that extends beyond the AOC. New single point mooring systems and navigation aids may be established, as needed. The NDZ boundaries and the pipeline corridor are depicted on the CBS Geographic Information System, viewable on-line at <http://www.cityofsitka.com/government/departments/planning/index.html>, and on NOAA charts.

Approaching or departing vessels may traverse the NDZ as long as precautionary measures are taken to minimize disturbance of bottom sediments. To the extent that it is safe and practicable, the following standard operating procedures should be followed by personnel maneuvering approaching or departing vessels in the vicinity of the No Disturbance Zone:

- Approach the dock at as high an angle as possible.
- Minimize the use of the main propulsion system, thrusters, and tugs when over or near the NDZ or buffer zone.
- Use as low a "bell" (such as "dead slow" or the slowest revolutions per minute ordered) when berthing.

Dredging, expansion of moorage, and in-water construction are prohibited in the NDZ, except that CBS may repair, maintain, or remove existing facilities using best management practices to minimize disturbances with approval by DEC prior to the work.

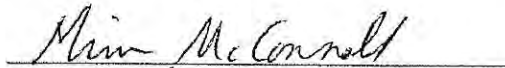
The Sawmill Cove Industrial Park manager will provide each landowner and tenant with a signed copy of the revised Management Plan. The plan must be filed with the Sitka Recorder's Office for each affected parcel. DEC's Institutional Controls Unit, at DEC.ICUNIT@alaska.gov must be notified of each filing and furnished with a copy of the Notice of Restricted Area in Sawmill Cove.

REVISED Memorandum of Understanding
Between the State of Alaska and the City and Borough of Sitka
Management Plan for Sawmill Cove Industrial Park
(Former APC Mill Site)
May 28, 2014



Larry Hartig, Commissioner
Department of Environmental Conservation

Date May 28, 2014



Mim McConnell, Mayor
City and Borough of Sitka

6/4/14
Date

Alaska Department of Environmental Conservation Contaminated Sites Program

Amendment to the April 1999 Record of Decision Alaska Pulp Corporation March 30, 2005

Background

At the request of the Alaska Department of Environmental Conservation (DEC), Alaska Pulp Corporation, (APC), through restrictive covenants, created equitable servitudes running appurtenant to all land within U.S. Survey 2797 and Alaska Tidelands Patent No. 20, as described by Alaska Tideland Survey No. 6. The restrictive covenants were recorded at Book 126, Pages 713 – 716, Sitka Recording District on September 4, 1997. The equitable servitudes prohibited certain uses on the property as follows:

The property shall not, at any time, be used, in whole or in part, for human habitation, schooling of children, hospital care, child care or any purpose necessitating around-the-clock residency by humans unless said property is first investigated for the presence of dioxins/furans and any such dioxins/furans are reduced to a concentration, or determined to be present at a concentration, which is at or below a site-specific, risk based, cleanup level established by ADEC, based upon actual or reasonably foreseeable exposure pathways for children.

In April 1999, DEC issued a Record of Decision (ROD) that summarized the history of the site and documented the environmental status of the site based on cleanup actions and institutional controls. The ownership of the former mill site property was then conveyed from APC to the City and Borough of Sitka (CBS).

A management plan (Management Plan for the Sawmill Cove Property) was drafted that incorporated the terms and conditions of the ROD and specified any cleanup work to be performed under a prospective purchaser agreement (PPA) between the State and CBS for the Property. The PPA limited CBS liability for existing contamination at the site in exchange for the cleanup work that was identified in the Management Plan and DEC's Record of Decision. The plan was signed by the DEC Commissioner (Michelle Brown) and the mayor of Sitka on April 28, 1999.

The CBS currently operates the site as the Sawmill Cove Industrial Park. In order to increase future development options (including housing for seasonal seafood industry workers), CBS hired an environmental consulting firm in late 2004 to review the 1999 human health risk assessment and determine if a residential use scenario could occur without posing human health risks. The 1999 Foster Wheeler assessment evaluated risk considering potential exposure across the entire site, but the more conservative residential exposure assumptions were not used. This resulted in the commercial/industrial land use restrictions commensurate with the site's use and borough zoning requirements.

The CBS consultant evaluated possible risk scenarios in 2004 based on length of residency and whether the occupants were adults or children. It was determined that future residents at the former mill site (either year-round or part of the year) would not be at risk from hazardous substance contamination at levels determined acceptable by DEC. Based on this analysis, DEC determined that chemicals of potential concern, including dioxins/furans, were not present on the property in concentrations exceeding DEC site-specific, risk based residential cleanup levels. For dioxins and furans combined, the site-specific residential cleanup level is 8×10^{-4} milligrams per kilogram (parts per million) using the toxic equivalent quotient methodology.

Public Comment Responsiveness Summary

In mid-February 2004, a 14-day public notice was issued in the Sitka Sentinel regarding the proposed modification to the commercial/industrial land use restriction. One verbal comment was received regarding alleged use of preservatives on the pulp rolls following manufacture. According to the commentor, chemicals were sprayed onto the pulp rolls in and around the vicinity of the warehouses, which are still standing. The commentor was concerned that residual chemicals could pose human health risk.

Response: The follow-up research indicated that small quantities of a chemical fluffing agent were added at the request of customers to certain grades of rayon pulp for use in high absorbent linings of personal hygiene products. The fluffing agent was added to the final sheets at the end of the manufacturing process at the pulp cutter adjacent to the roll storage. After adding the chemicals, bales were formed, wrapped in heavy paper, stacked and placed on pallets. From there they were taken into the warehouse area for storage prior to loading onto ships. The chemical fluffing agent did not come into contact with the concrete warehouse floors and it was concluded that human health risks from residual chemicals do not exist.

Amended Decision

DEC has evaluated the new information provided in the 2004 risk assessment regarding unrestricted land at this property. The proposed residential land use designation is the least restrictive use as it relates to contaminated site management but it has been determined that site specific conditions at the Property allow residential use and development of the property without posing an unacceptable health risk. This includes: human habitation; schools; health care facilities; and other uses that may be compatible with the management plan for this Property.

Based on the information provided to date, DEC approves of the change in land use restrictions at the Sawmill Cove Property from commercial/industrial to residential use. The contaminant levels do not pose an unacceptable health risk to human habitation at this property and the equitable servitude previously attached to the property should be rescinded. All other terms and conditions of the original Record of Decision shall remain in effect.

The rescission, applicable to U.S. Survey No. 2797 and Alaska Tidelands Patent No. 20, as described by Alaska Tideland Survey No. 6, will be recorded at the Sitka Records Office.

**Table 22.16.015-6
Retail and Business Uses**

ZONES	Gary Paxton Industrial Park
RETAIL USES	
• Building, hardware and garden materials	P
• Bulk forest products sales	P
• Retail forest products sales	C
• Art galleries and sales of art	
• Department and variety stores	
• Food stores	C
• Agricultural product sales	P
• Motor vehicle and boat dealers	P
• Auto supply stores	P
• Gasoline service stations	C
• Apparel and accessory stores	
• Furniture and home furnishing stores	C
• Eating and drinking places	C
• Drug stores	
• Liquor stores	
• Used goods, secondhand stores	C
• Sporting goods	
• Book, stationery, video and art supply	
• Jewelry stores	
• Monuments, tombstones and gravestones	P
• Hobby, toy, game stores	
• Photographic and electronic stores	
• Fabric stores	
• Fuel dealers	C
• Florists	
• Medical supply stores	
• Pet shops	
• Sales of goods that are wholly manufactured at Gary Paxton Industrial Park GPIIP	P
• Sales of gifts, souvenirs and promotional materials that bear the logo or trade name of an GPIIP permitted use business	P
• Stand alone souvenir and gift shops	
• Bulk retail	
• Commercial home horticulture	
• Horticulture and related structures	P
• Marijuana retail facility	C
BUSINESS SERVICES	P
• General business services	C
• Professional offices	P

• Communications services	P
• Research and development services	P

P—Permitted

C—Conditional Use Permit Required

H. Retail and Business Uses Table 22.16.015-6 Footnotes.

1. Public facilities not otherwise identified may be permitted in the public zone subject to planning commission recommendation and assembly approval subject to findings of fact that show the use is in the public interest, all reasonable safeguards are to be employed to protect the surrounding area, and that there are no reasonable alternative locations for the use.
2. All uses in the waterfront district are intended to be water-related or water-dependent except that upland uses may be non-water-related.
3. No industrial use shall be of a nature which is noxious or injurious to nearby properties by reason of smoke, emission of dust, refuse matter, odor, gases, fumes, noise, vibration or similar conditions.
4. Uses listed as conditional uses in the GI and LI zones may be considered, but not necessarily approved, on a case-by-case basis.
5. When associated with a water-related principal use.
6. Small scale convenience stores subordinate to principal permitted uses.
7. Motor vehicles and boat dealers permitted on a short-term basis.
8. Kiosks, outdoor restaurants, portable structures such as food stands and other temporary structures that are clearly incidental to the primary use on the lot are permitted uses. Mobile food carts on wheels are permitted uses on private property. Kiosks, outdoor restaurants, portable structures such as food stands and other temporary structures that are not clearly incidental to the primary use on the lot are conditional uses.

PURCHASE AND SALE AGREEMENT

APPENDIX B

HANSON MARITIME CO.

P.O.Box 2594 Sitka, Alaska 99835 ~ 907-747-1055 ~ hansonmaritime.com

12 January 2019

City and Borough of Sitka,
Gary Paxton Industrial Park Board of Directors,
Scott Wagner, Chair

Re: Utility Dock, portion of lot 9A

Mr. Wagner,

The following shall serve as Hanson Maritime Company's proposal to acquire the former APC "Utility Dock" and associated tidelands, located in the Gary Paxton Industrial Park.

Owned and operated by life long Sitka residents, Hanson Maritime started in 1993 as the commercial diving and salvage sole proprietorship "Underwater Services" later incorporating as Hanson Maritime Co. We are a subchapter "S" corporation with no "parent" and have the following Corporate structure:

Lee Hanson - President / CEO / Shareholder
Ahna Hanson - Vice President
Rafe Hanson - Treasurer

Our current service lines are salvage, towing, diving, marine construction, and oil spill response. Also tying into these lines are crane operation and welding. We are the only salvage and oil spill contractor to the U.S. Coast Guard for Sitka and surrounding areas, and have the sole tug in Sitka that is Coast Guard certified. We are also the only diving firm in Sitka that offers underwater welding and burning, and were selected to subcontract on the new GPIP multipurpose dock, performing all underwater welding on the project.

In the last year, we've salvaged and returned to service, 9 vessels with a combined value in excess of \$2,000,000.00 and recovered from our waters over 5,000 gallons of diesel, and hundreds of gallons of oil. Since our inception we've salvaged a total of 106 vessels.

Currently there is no location in Sitka where we can moor a barge and because of this, we have one located in Hoonah. Additionally, our small oil spill response barge is

inconveniently located off the road system, slowing response times. Because of the industrial nature of our work, and the size of our tug and barges, we have determined that the utility dock would be ideal for our company. Having all of our assets under one roof will provide the stability we need to expand our company as outlined below:

PLANNED USAGE

CRANE / MARINE CONSTRUCTION:

Besides relocating our tug and barge to the utility dock, we will also be bringing in a mobile lattice boom crane. Hanson Maritime is a State of Alaska licensed marine contractor and has repaired or replaced many docks in Sitka. We would like to expand our business to include the manufacturing of floating docks, a new value added segment requiring new hires. Most of the residential docks in Sitka were installed in the 1970's or early 80's and are in need of replacement.

GPIP BOAT YARD:

We will construct a building that houses a welding and machine shop. The facility will serve our own maintenance needs but also be a new expanded venture that will compliment a future boat yard at GPIP. We strongly believe that for the future yard to be successful, full services need to be offered on site, we intend to meet this need. Our crane will also be available to move within the Boat yard and GPIP site for customer/tenant projects. Hanson Maritime is also a dealer of Harbor brand Anodes (zincs) and would have them available to users of the yard.

VALUE ADDED:

Upon completion of a salvage or rescue tow, we will bring vessels back to our facility for repair or refurbishment. Every year we tow vessels to Hoonah, Wrangell, or Ketchikan, for repairs that could be done in Sitka. We would invite local businesses to utilize the facility to carry out hydraulic, fiberglass, electrical, interior, or mechanical repairs on these vessels, generating additional revenue for our economy that is currently being lost. Because of Sitka's ideal location on the Gulf of Alaska, we would also like to see Sawmill Cove added as a "place of refuge" in the Alaska Dept. of Environmental Conservation "Subarea Contingency Plan" for vessels in distress. GPIP is the logical location to base a salvage/response company in Southeast Alaska.

DIVING:

Going hand in hand with above, many vessels travel south that are too large to haul out in Southeast, i.e. large crabbers that are contracted as salmon tenders in summer. We have the ability to pull shafts and propellers on these vessels while dockside. We can also weld new anodes, replace transducers and sonars, carry out insurance surveys and other repairs, all while underwater.

SPILL RESPONSE:

An added benefit of our response equipment being located at GPIIP, is protection of the nearby fish hatcheries and Deep Inlet terminal harvest area. With many large fishing vessels using the GPIIP and Deep Inlet harvest area, it's prudent to have this equipment nearby. Equipment would consist of our response barge dockside, containment boom in 20' containers, and an assortment of sorbent products. We recently purchased an EPA certified incinerator for disposing of oiled sorbents and recovered fuel/waste oil. Previously these materials were sent outside for disposal at high cost, but we can now generate revenue and employment from this "waste". Key to this venture will be the Utility Dock and its industrial setting.

BULK WATER AND MULTIPURPOSE DOCK:

With our tug being located at GPIIP, SEDA could exploit this in the effort to sell water or moorage at GPIIP and the Multipurpose dock. The line "tug available on site" costs the City of Sitka nothing but has tremendous value in marketing the site.

STORAGE:

Although it is not one of our core services, limited storage would be available for bait sheds, nets, and skiffs. With the current gear storage company moving away from this market, we would take on some percentage of local gear. Our crane would also be available to pick fishing gear that is to be stored elsewhere at GPIIP.

SUPPORT FOR EXISTING GPIIP BUSINESSES:

Hanson Maritime had the pleasure of towing NORTHLINE SEAFOOD'S barge to GPIIP from Dall Island near Ketchikan. We hope to tow it out upon completion and hopefully many more. We also speculate that they will from time to time have need for other services such as crane use. Besides NORTHLINE SEAFOODS, we are certain that our relocating to the Utility Dock will benefit the SILVER BAY SEAFOODS fleet. Every service we offer can only help strengthen their position in Sitka's economy.

PROPOSED ACQUISITION

Hanson Maritime Co. is seeking ownership of the Utility Dock and underlying tidelands extending 60' beyond the face, 10' beyond the North end, and 20' beyond the South end. We do not want any portion of lot 9 beyond the west edge of the dock. Total square footage would be 33,640 valued at \$67,280.00

The Utility Dock has not been used since the City Of Sitka took over ownership of the mill site. During construction of the GPIP Multipurpose Dock, the City of Sitka contracted with TURNAGAIN MARINE CONSTRUCTION INC. for demolition of the Utility Dock for \$90,000.00. TURNAGAIN later asked to be let out of its obligation to demolish the dock having substantially underbid the task. Hanson Maritime is suggesting that the City of Sitka views the Utility Dock as having a negative value in excess of \$90,000.00. We further suggest that the tide lands also have a negative value in that, in order to utilize them for a new purpose, you would have to first demolish the dock at a price that exceeds the market value of the tidelands.

Hanson Maritime is offering no cash for the utility dock and tidelands. To understand this proposal in monetary terms we are offering the following: Remove the Utility dock and tidelands from the CBS inventory for \$90,000.00, to be reconciled through disposal of tidelands valued at \$67,280.00 to Hanson Maritime. The difference of \$22,720.00 will remain un-disbursed to Hanson Maritime but will instead be credited as paid to the City and Borough of Sitka by Hanson Maritime. The difference of \$22,720.00 shall be considered our bid for the property.

We believe this proposal is fair and of good value to the City and Borough of Sitka. \$90,000.00 was insufficient to complete the task of demolishing the dock, yet we have chosen to honor the figure in our proposal. Also, the tidelands relating to the Utility dock are impaired and restricted to industrial or commercial use. The general public will not lose out on recreational opportunities or water access because of the potential of this property being transferred to private ownership. Creating jobs and tax revenue is the best use of this property and the logical avenue for the public to benefit.

Thank you for your consideration,

Lee Hanson
President, Hanson Maritime Co.

PROPOSAL EXPOUNDED

QUALIFICATIONS / CREDENTIALS:

Lee Hanson

- Diving since 1984, commercially 1993. *Association Of Diving Contractors* commercial certification #171 1995.
- Recognized Salvage Master, U.S. Coast Guard.
- Master of Towing Vessels Unlimited
- Master of Inspected Vessels 200 Gross tons Near Coastal
- Unlimited RADAR Observer
- Qualified welder, structural, pipe, underwater
- Alaska CDL
- Crane operator

COMPANY MEMBERSHIPS / QUALIFICATIONS:

- *American Salvage Association*
- U.S.C.G. BOA contractor
- *Southeast Conference*
- State of Alaska contractor
- *Marine Exchange of Alaska*

EXPANDED EMPLOYMENT / BENEFIT TO SITKA:

- Immediately, 2 new hires with 5+ after new shop constructed.
- Just as important as creating new jobs, preserving existing jobs.
- Hanson Maritime is the only company in Sitka that works to protect the marine environment that our fishing and visitor industries depend on.
- Having a complete marine services company in Sitka reduces maintenance and new construction costs to the municipality and private businesses by reducing mobilization costs and shortening repair times.
- Construction projects will result in a temporary increase in our workforce with additional hires from what is listed above.
- New sales tax will depend on when and how many of our proposed uses are allowed to commence. Also, whether or not a boat yard is built at GPIP will significantly affect our sales tax returns. Conservatively, without a boatyard or new expanded service lines, we estimate \$6,000.00 per year in new sales tax. At this time the majority of our sales are in government, exceed the taxable limit, or are outside the municipality.

START TIME FOR BUSINESS:

- We are an established business and are ready to proceed immediately barring any restrictions imposed by the City and Borough of Sitka.

PURCHASE AND SALE AGREEMENT

APPENDIX C

Purchase and Sale Agreement - Appendix C

PURCHASE AND SALE AGREEMENT

APPENDIX D

City and Borough of Sitka and Hanson Maritime Company
Term Sheet
Utility Dock Transaction
August 29, 2019

This Term Sheet (*Term Sheet*) outlines the basic concepts, terms and conditions upon which the City and Borough of Sitka and the Gary Paxton Industrial Park (collectively, *CBS or Seller*) and Hanson Maritime Co., (*Hanson or Purchaser*) agree to include in definitive agreement (herein, *Agreement*) for the purchase and sale of a subdivided parcel of tidelands and uplands situated within the Gary Paxton Industrial Park herein referred to as the *Marine Property*, and shown for purposes of illustration on the plat attached to this Term Sheet as **Appendix A**. The parties intend by this Term Sheet to summarize the basic provisions of what they intend will be discussed, negotiated and ultimately made part of the *Agreement*, which are stated as:

Property/Subdivision: The Marine Property is currently an un-subdivided portion of Lot 9a of the GPIIP which includes both tidelands and uplands consisting of approximately 30,800 total square feet as shown on **Appendix A**, the exact dimensions and area of the Marine Property will be subject to the CBS subdivision process, the costs of which the parties will share, and agree that a condition to Closing requires completion and approval by the CBS of the final subdivision plat of the Marine Property.

Consideration: CBS and Hanson acknowledge that the dock improvements situated within the Marine Property, referred to as the "Utility Dock", are in a dilapidated, hazardous and unsafe condition. The purchase of the Marine Property will be structured as a non-monetary transaction, as the market value of the Marine Property is deemed to be less than the anticipated cost to rehabilitate, or alternatively, replace the dilapidated dock system. Hanson will agree as a material consideration of the *Agreement* to accept the Marine Property AS IS; to indemnify City from all future claims of injuries, damage or death to persons and property arising from the Marine Property, and, agrees not to occupy, utilize or operate from the dock, except for purposes that directly relate to repair and/or replacement work of the Utility Dock, until such time as the Utility Dock is made safe for operational use, as certified in writing following inspection by a qualified marine engineer.

Use; Covenants; Restrictions; Easements; Future Development: Operational use of the Utility Dock will be subject to restrictions and covenants that are intended to accommodate and enable the CBS and GPIIP to develop adjacent properties for marine uses which may include a vessel/barge haul-out ramp and ship berth. The operational use of the Marine Property will be restricted and must yield during operational use of the adjacent properties. Hanson acknowledges that such restrictions and preferential treatment given to marine operations from adjacent property will most likely impact and restrict Hanson's use of the Marine Property, from time to time. The restrictions of Hanson's operational use of the Marine Property will be implemented through covenants and restrictions that limit vessel traffic entering and leaving the Marine Property during operational use of the adjacent properties. In addition Hanson acknowledges that a comprehensive easement within the Marine Property to allow future construction of permanent mooring and breasting dolphins, mooring lines and other improvements should the CBS/GPIIP develop the adjacent property as a ship dock that could accommodate the post-Panamax size ships as shown for purposes of illustration on **Appendix A**. The easement may be implemented by and easement agreement or shown on the final subdivision plat of the Marine Property. Hanson and the CBS also agree that the *Agreement* include: (i) environmental restrictions that may encumber the Marine Property between the EPA and/or ADEC and the CBS; (ii) GPIIP rules and regulations affecting all properties within the industrial park; (iii) non-exclusive easement providing road access from the GPIIP access road to the Marine Property; (iv) non-exclusive easement for vessel traffic to transit CBS tidelands to and from the Marine Property; (v) restrictions from applicable federal, state and CBS statutes, regulations, and rules; and (vi) such other operational use restrictions, covenants, and easements deemed necessary by the CBS/GPIIP as a condition of

approval of the transaction.

Condition of Property; Use Restrictions; Abatement Unsafe Condition: The Marine Property, most particularly the Utility Dock, is in an unsafe and hazardous condition, the full extent is acknowledged by the parties as unknown and uncertain. Hanson will agree under the terms of the Agreement to accept title and possession of the Marine Property based on the properties **AS IS, WHERE IS** condition. The Agreement will include standard disclaimers of expressed and implied warranties, guarantees and representations of the condition of the Marine Property, and Hanson's acknowledgement that Hanson accepts the Marine Property together with all faults and defects, whether now known or later discovered. Hanson agrees not to occupy or make operational use of the Utility Dock or any other unsafe portion of the Marine Property, except as directly relate to the repair and/or replacement of the Utility Dock, until such time as the unsafe conditions are abated as certified in writing by a qualified marine engineer that the abatement work satisfies applicable building codes and marine construction standards. Hanson will pay all costs to abate the unsafe and hazardous conditions of the Marine Property prior to commencing operational use of the Utility Dock. At all times prior to the engineer's certification the Utility Dock is safe for operational use, Hanson shall place large, conspicuous signs on or near the Marine Property that warn against entry because of the dangerous and hazardous conditions. At all times prior to abatement of all unsafe conditions, Hanson agrees to maintain liability insurance in an amount of not less than \$1,000,000 per occurrence, which names the CBS and GPIIP, its assembly, and employees as "additional insureds" from all claims of personal injury, death or property damaged arising from the Marine Property. Upon the satisfactory and approved abatement of the unsafe conditions, this obligation to provide liability insurance coverage naming CBS and GPIIP as "additional insureds" shall terminate.

Land Development and other Approvals: The closing of the Agreement shall not be contingent upon CBS' approval of any building or zoning permits, zoning waivers, modifications or other approval CBS may deem necessary to develop, improve, renovate, reconstruct, use or operate the Property. Hanson assumes all risk in securing such municipal, state and federal authority post-closing.

Indemnification of CBS and GPIIP: Hanson agrees to indemnify, defend and hold harmless CBS and GPIIP, its assembly members, directors, managers and employees, from all claims, demands, suits, liabilities, obligations, losses, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) of whatsoever kind and nature, whether or not arising in tort (all of which are referred to collectively as *Claims*), which may be asserted against CBS and/or GPIIP by reason of any injury to or death of any person or persons, or by reason of loss of or damage to the surrounding properties owned by CBS/GPIIP and third-parties or the personal property of any person or entity which occurs after Closing and which Claims arise out of or are in any way connected with the ownership, management, possession, control, maintenance, repair, modification, use, condition, environmental condition, or operation of the Marine Property.

Due Diligence; Documentation: Upon the execution of the Term Sheet, Hanson shall be entitled and permitted to enter the Marine Property to conduct standard due diligence inspections prior to the Closing of the transaction, including but not limited to inspection of the unsafe portions of the Utility Dock. Hanson agrees to indemnify and hold CBS/GPIIP harmless from any and all injuries and damage to persons and property resulting, in whole or in part, from Hanson's presence on the Marine Property, or person's entering the Marine Property on Hanson's behalf, for purposes of the due diligence inspection, testing or otherwise. Hanson shall have the CBS and GPIIP named as "additional insureds" on Hanson's current liability insurance coverage during the due diligence period; and before entering the Marine Property Hanson shall provide the CBS with a Certificate of Liability Insurance evidencing that CBS and GPIIP have been named as "additional insureds." The due diligence period shall continue until the Closing of the transaction. Concurrent with the due diligence period, Hanson and CBS shall use best efforts to draft and finalize the transaction documents which may include, but

are not intended to be limited to: (i) purchase and sale agreement; (ii) final subdivision plat of the Marine Property; (iii) implementing documents including warranty deed with covenants; (iv) permanent easement agreement; and, (iv) other necessary implementing documents.

Conditions Precedent: CBS and Hanson agree that the following constitute the conditions precedent which must be fully satisfied prior to closing: (i) Agreement and all implementing documents made signature ready for Closing and acceptable to both parties and the CBS Assembly; (ii) completion of the subdivision of Marine Property and approval of the final plat, the recording of which will occur immediately prior to or simultaneous with the Closing of this transaction; and, (iii) Preliminary Commitment for Title Insurance evidencing clear title to the Marine Property subject to encumbrances, easements and restrictions of record.


Closing of Transaction: The Closing of this transaction shall occur within thirty (30) days following the date on which the final subdivision plat of the Marine Property is approved by the CBS and the other conditions precedent to Closing are satisfied. The closing shall occur at the office of Alaska Escrow & Title Insurance Agency, located at 315 Seward Street, Suite B, Sitka, Alaska 99835. The City shall be responsible for the closing costs, including document preparation, recording fees, owners standard title insurance coverage for the Utility Dock, escrow closing fees, and other standard closing costs that may be incurred.

Counterparts: This Term Sheet may be executed in one or more counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute one and the same agreement.

Effective Date: This Term Sheet shall be effective that date on which it is fully executed by both parties.

Date: 30 AUG 2019

Hanson Maritime Co.



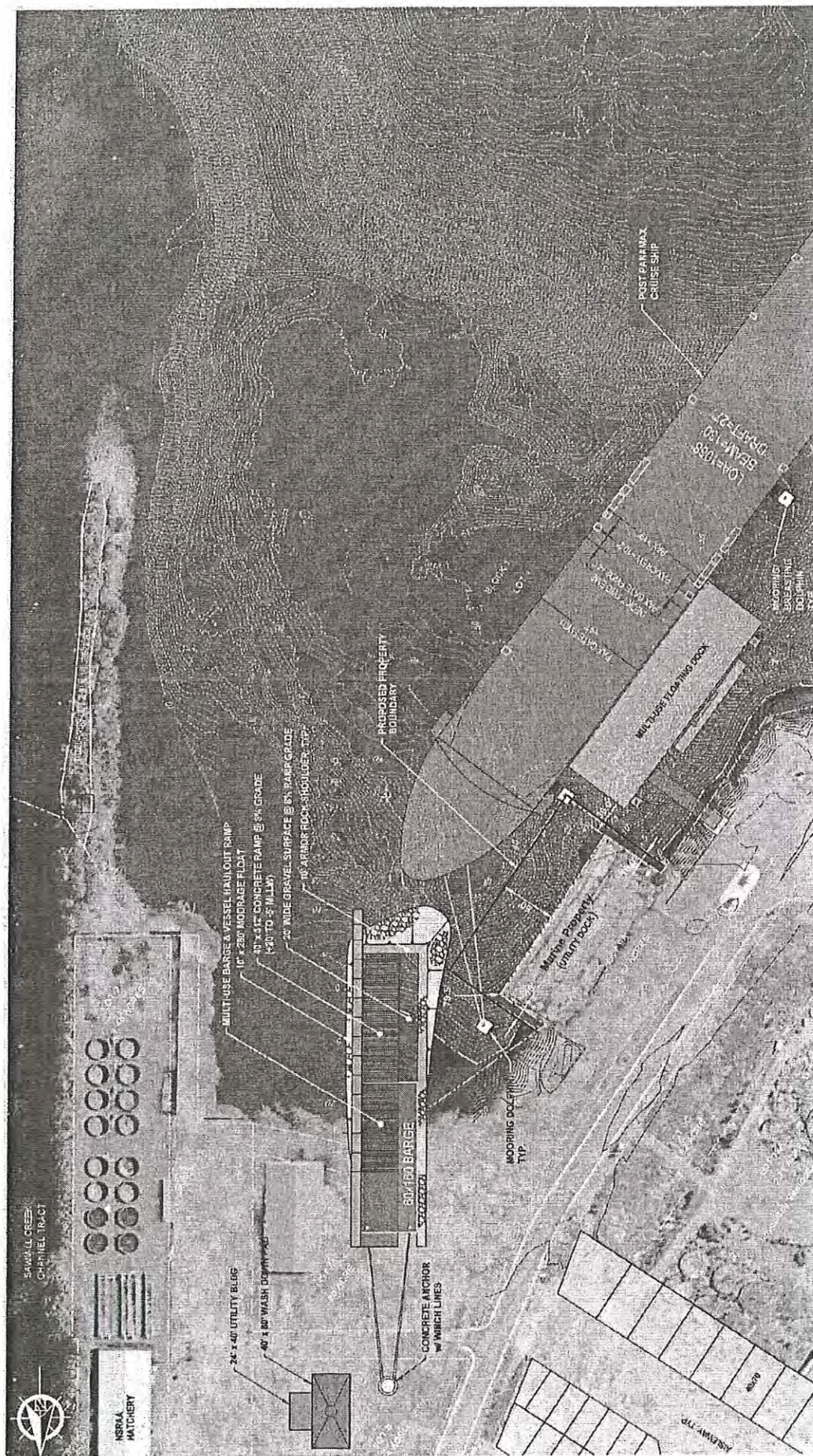
Lee Hanson, President

City and Borough of Sitka

Date: 9-5-19



Dave Miller, Interim Municipal Administrator



PURCHASE AND SALE AGREEMENT

APPENDIX E



PURCHASE AND SALE AGREEMENT

APPENDIX F

AFTER RECORDING, MAIL TO:

Brian E. Hanson
Office of City Attorney
City & Borough of Sitka
100 Lincoln Street, Sitka Alaska 99835

FOR RECORDATION IN THE SITKA RECORDING DISTRICT

**DECLARATION OF RESTRICTIVE COVENANTS
RE VESSEL TRAFFIC**

The Restrictive Covenants Agreement Re Vessel Traffic (herein, *Restrictive Covenants*), is made effective this ___ day of November, 2019, pursuant to that certain Purchase and Sale Agreement for Industrial Marine Real Property (herein, *PSA*) entered between the City and Borough of Sitka of 100 Lincoln Street, Sitka, Alaska 99835, described in the PSA as Seller, and herein referred to as CBS, and Hanson Maritime Co., of Post Office Box 2594 Sitka, Alaska 99835, referred to in the PSA as Purchaser, and herein referred to as the *Declarant*, and for valuable consideration, the receipt of which is acknowledged, Declarant covenants and agrees that the real property described below as the Hanson Property, shall be subject to the following restrictions and obligations that are intended and shall be deemed to be covenants running with the land and binding on Declarant, its successors in interest and assigns, and for the benefit of CBS that shall be entitled to enforce Declarant's violation of the Restrictive Covenants, as follows:

RECITALS

A. Declarant is the fee owner of certain property (herein, *Hanson Property*) situated within the Gary Paxton Industrial Park in the community of Sitka, Alaska, more particularly described as:

**(Insert legal description of Hanson Property immediately
following subdivision of Lot 9A)**

B. A material consideration of the PSA requires that Declarant vessel traffic entering or departing from the Hanson Property yield as the "give-way vessel" during vessel use and operation of the CBS vessel haulout ramp (herein, *Vessel Ramp*), Declarant is recording this Restrictive Covenants after transfer of title of the Hanson Property from CBS to Declarant, pursuant to and as required under the terms of the PSA.

C. The Vessel Ramp extends into the tidelands contiguous with the Hanson Property as shown for purposes of illustration on the diagram of the Vessel Ramp which is attached as **Appendix A**, and by this reference made a part of the Restrictive Covenants. The Vessel Ramp is situated within the Gary Paxton Industrial Park, the legal description of which is more particularly

DECLARATION OF RESTRICTIVE COVENANTS – Page 1 of 4

ed: U:\City and Borough of Sitka (12.361.A) Gary Paxton Industrial Park\Declaration of Restrictive Covenants\docx

described as:

**(Insert legal description of the real property in which the Vessel
Ramp is situated.)**

Declarant agreed as a material consideration of the PSA that vessel traffic transiting the Hanson Property will at all times yield and give-way to vessels engaged in the operational use of the Vessel Ramp, particularly when vessels are being pulled from or returned to the water by use of the Vessel Ramp.

D. Declarant is willing to encumber the Hanson Property with the Restrictive Covenants, and acknowledges that the restrictions stated herein are for the benefit of and may be enforced by the CBS in the event a restriction is violated by Declarant, its successors or assigns.

NOW, THEREFORE, Declarant covenants and agrees:

1. **Vessel Ramp.** Declarant, its successors and assigns shall not permit its vessels transiting the Hanson Property to interfere, obstruct, frustrate or cause delay to any vessel, assist vessels, marine hoist and related equipment, engaged in the operational use of the Vessel Ramp. A Vessel transiting the Hanson Property shall for purposes of the Navigational Rules of the Road be deemed a "give-way vessel" and shall at all times while underway, yield to vessels engaged in the operational use of the Vessel Ramp.

2. **Breach of Restrictive Covenants.** A violation of this Restrictive Covenants by Declarant, its successors and assigns shall be subject to the enforcement provisions stated in Section 3, which may include injunctive relief, together with any rule, regulation or penalty adopted by the Gary Paxton Industrial Park and/or the City and Borough of Sitka. Declarant agrees that CBS shall have the right to assert all available remedies at law or in equity, including but not limited to injunctive relief and damages.

3. **Term.** The term of the Restrictive Covenants shall be perpetual, and continue until such time as the CBS and the Declarant, its successors and assigns determine that all or any portion of the Restrictive Covenants shall be terminated, in which event, the parties shall execute an instrument that amends in part or terminates the Restrictive Covenants, which shall be executed, and file for record in the Sitka Recording District.

4. **Covenants Run with the Land.** The covenants and agreements contained in the Restrictive Covenants shall be construed as covenants running with the land, and all rights and powers given to and obligations imposed upon the respective parties shall be construed as inuring to and binding upon the successors in interest and the permitted assigns of the parties hereto, respectively.

5. **Waiver.** The failure of the CBS, its successors or assigns to enforce the provisions of the Restrictive Covenants shall not be deemed a waiver of any right of the rights created herein to the benefit of the CBS.

6. **Amendment.** After the recording, the Restrictive Covenants may only be amended in writing, signed by the Declarant, its successors and assigns, and the CBS, its

successors and assigns, upon which the amendment shall be recorded in the Sitka Recording District with reference stated therein to this instrument and the document number issued by the State of Alaska, Department of Natural Resources from the original recording.

7. **Ordinance.** The CBS shall have the right to implement through the CBS ordinance process the Restrictive Covenants and obligations of the owner of the Hanson Property to manage vessel traffic transiting the Hanson Property consistent with the provisions of this instrument; and, to provide therein such monetary penalties as may be approved by the CBS Assembly, adopted, and made part of the Sitka General Code.

8. **Recording.** Declarant agrees that the Restrictive Covenants shall be recorded in the Sitka Recording District, upon which Declarant acknowledges this instrument shall be a public record and an encumbrance on the title of the Hanson Property.

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day of November, 2019, in Sitka, Alaska.

**DECLARANT
HANSON MARITIME, CO.**

By: _____
Lee Hanson, President

CITY AND BOROUGH OF SITKA

By: _____
_____, Interim Administrator

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Lee Hanson**, to me known to be the **President of Hanson Maritime Co.**, a corporation, the corporation which executed the above and foregoing instrument; and who on oath stated that he was duly authorized to execute said instrument and affix the seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporation seal thereof; and who acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public for Alaska
Commission expires: _____

STATE OF ALASKA)
) ss:

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of November, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known to be the **Interim Administrator of the City and Borough of Sitka**, an Alaska municipal corporation, the municipal corporation which executed the above and foregoing instrument; and who on oath stated that he was duly authorized to execute said instrument on behalf of said municipal corporation, and who acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Notary Public for Alaska

Commission expires: _____

PURCHASE AND SALE AGREEMENT

APPENDIX G

PLACE HOLDER FOR:

Alaska Escrow and Title Insurance Agency, Inc.

Preliminary Commitment to Title Insurance

(Purchase and Sale Agreement – Appendix G)



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 19-39 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Amending Title 2 "Administration" of the Sitka General Code by modifying Chapter 2.38 "Gary Paxton Industrial Park" at Section 2.38.110 "Gary Paxton Industrial Park Director Designated Appointment"

Sponsors:

Indexes:

Code sections:

Attachments: [Motion ORD 2019-39](#)
[Memo ORD 2019-39](#)
[ORD 2019-39](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve Ordinance 2019-39 on
first reading.



329 Harbor Drive, Suite 212
Sitka, AK 99835
Phone: 907-747-2660

Thursday, October 31, 2019

MEMORANDUM

To: Hugh Bevan, Interim CBS Administrator

From: Garry White, GPIIP Director

Subject: Proposed adjustment to Sitka General Code (SGC) 2.38

Introduction

The Gary Paxton Industrial Park (GPIP) Board of Directors met on October 21st, 2019 and approved the following motion.

MOTION: M/S Stevens/Morrison motion to recommend that the Assembly modify section 2.38.110 of the Sitka General Code as outlined in the Proposed Revised October Changes presented by Mr. White.

ACTION: Motion PASSED 4/0 in a voice vote.

The proposed revisions to SGC 2.38.110 are as follows, shown in yellow highlight:

2.38.110 Gary Paxton industrial park director designated appointment.

- A. The director of the Gary Paxton industrial park shall be the director appointed by the assembly upon the affirmative recommendation of a majority of the entire board. The board shall interview and recommend candidates to assembly for final approval. The director serves at the pleasure of the board. For purposes of Title [2](#), the director shall have the status of a department head as defined in Chapter [2.08](#). The assembly shall establish the compensation and benefits to be provided to the director.
- B. The assembly may alternatively elect to enter into a services contract with another entity to perform contractual specific duties related to the management of the of the Gary Paxton Industrial Park, all other duties and functions of the director of the Gary Paxton industrial park as described in Section [2.38.120](#) not covered by the services contract will the responsibility of the CBS Administrator and/or designee.

The proposed changes help define management responsibilities of the GPIIP property.

Action

- Assembly approval of the proposed changes to SGC 2.38.110.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2019-39

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 2
“ADMINISTRATION” OF THE SITKA GENERAL CODE BY MODIFYING CHAPTER 2.38
“GARY PAXTON INDUSTRIAL PARK” AT SECTION 2.38.110 “GARY PAXTON
INDUSTRIAL PARK DIRECTOR DESIGNATED APPOINTMENT”**

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 modify Section 2.38.110(B) of the “Gary Paxton Industrial Park” code, which provides that the assembly may enter into a services contract with another entity to perform all the duties of the director described in code, such that the assembly may enter into a services contract with another entity to perform only some of the duties of the director described in code, leaving the municipal administrator responsible of any duties not covered by the services contract. This modification formalizes past practices necessitated by insufficient funding and staffing for the Gary Paxton industrial park.

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 modifying chapter 2, entitled “Gary Paxton Industrial Park”, at section 2.38.110, entitled “Gary Paxton Industrial Park Director Designated Appointment”, to read as follows (deleted language stricken, new language underlined):

**Title 2
ADMINISTRATION**

* * *

Chapter:

2.38 Gary Paxton Industrial Park

* * *

**Chapter 2.38
GARY PAXTON INDUSTRIAL PARK**

Sections:

- 2.38.010 Designation.
- 2.38.020 Gary Paxton industrial park board of directors.
- 2.38.030 Board of directors organization.
- 2.38.040 Vacancies.
- 2.38.050 Meetings.
- 2.38.060 Coordination.
- 2.38.070 Membership in associations.

- 2.38.080 General powers.
- 2.38.090 Leasing powers.
- 2.38.100 Adoption of regulations.
- 2.38.110 Gary Paxton industrial park director designated appointment.
- 2.38.120 Director duties and responsibilities.
- 2.38.130 Schedule of fees and charges.
- 2.38.140 Industrial park fees.
- 2.38.150 Preparation and submission of a budget.
- 2.38.160 Other fiscal matters.
- 2.38.170 Employee relations.
- 2.38.180 Definitions.

* * *

2.38.110 Gary Paxton industrial park director designated appointment.

A. The director of the Gary Paxton industrial park shall be the director appointed by the assembly upon the affirmative recommendation of a majority of the entire board. The board shall interview and recommend candidates to assembly for final approval. The director serves at the pleasure of the board. For purposes of Title 2, the director shall have the status of a department head as defined in Chapter 2.08. The assembly shall establish the compensation and benefits to be provided to the director.

B. The assembly may alternatively elect to enter into a services contract with another entity to perform all-certain specified duties and functions of the director of the Gary Paxton industrial park as from those described in Section 2.38.120. Any duties and functions described in Section 2.38.120 not provided for in the services contract shall be the responsibility of the municipal administrator or his or her designee.

* * *

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 26th day of November, 2019.

Gary L. Paxton, Mayor

ATTEST:

Sara Peterson, MMC
Municipal Clerk

1st reading 11/12/19
2nd reading 11/26/19



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-243 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Approve the promotion of Amy Ainslie from Planner I to Planning Director

Sponsors:

Indexes:

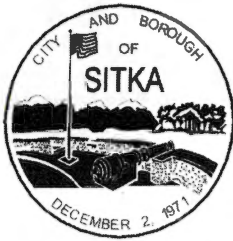
Code sections:

Attachments: [Motion and Memo Planning Director](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE to approve the promotion of Amy Ainslie from Planner I to Planning Director as recommended by the Interim Municipal Administrator.



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

MEMORANDUM

To: Mayor Gary Paxton and Assembly Members
From: Hugh Bevan, Interim Municipal Administrator *HB*
Date: November 5, 2019
Subject: Planning Director

Background

The staff position of Planning Director has been vacant off and on for more than one year. During this time our Planner 1, Amy Ainslie, has been performing most of the work of the Planning Office including support for the Planning Commission.

She was assisted temporarily last winter by Scott Brylinsky who acted as Planning Director. Scott has returned this fall to help us with the No Name/Granite Creek Master Plan.

Analysis

Over the past month I have interacted frequently with Amy regarding Planning matters for the City. I have found her to be knowledgeable and thoroughly on top of the matters before her Department.

I have reviewed Amy's education and work history which are attached, and I feel that she will make an excellent Planning Director. Besides her college education in economics and management she has applied for an online graduate degree from Penn State in Community and Economic Development.

Fiscal Note

The Planning Director position is funded in the FY20 budget at Range 35 Step B. I have offered Amy the position at Range 35 Step A which is entry level pay.

If this appointment is acceptable to the Assembly, I will propose in the FY21 budget a training budget for Amy that will help her with the Penn State fees.

In the near term we will advertise for her replacement Planner 1 at a level that is within budget.

Recommendation

Promote Amy Ainslie from Planner 1 to Planning Director effective immediately.

Amy Ainslie

Educational Experience:

- Sitka High School
High School Diploma
- University of Alaska Anchorage
Bachelors of Business Administration
Double Major in Economics and Management
Minor in Communications
Magna cum Laude
Graduation Date: 5/2014

Work Experience:

- Planner I, City and Borough of Sitka
1/2019 – Present
Primary duties include code administration (including new proposals for, active management of, and enforcing) for zoning, subdivisions, and land leasing/disposal. Supporting Planning Commission and Historic Preservation Commission. Facilitating public engagement through commission meetings, public notices, and in-person meetings for individual assistance. Collaborating on cross-department and cross-disciplinary work products.
- Store Director, Hames Corporation
9/2017 – 12/2018
Management of retail operation including employees, operations, inventory, supply chain, finances, marketing, and external relations (customers, vendors, etc.). Actively managed 16-20 employees including daily task delegation and long-term performance management. Directed hiring and firing as well as disciplinary actions if needed. Member of the corporate-wide strategic management team.
- BP Exploration, Commercial Analyst
6/2014 – 9/2017
Analyst on the economic and commercial analysis team. Performed both prospective and retrospective economic analysis for capital investments. Worked on short and long-range activity planning for capital prioritization, as well as meeting external demands for State of Alaska and federal reporting requirements. Served as the finance representative within the Projects department to provide financial and economic input and expertise on corporate-wide finance policy. Engaged heavily with external parties including working interest owners and regulators.



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-244 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Discussion / Direction / Decision of the engagement letter and fee proposal submitted by Blank Rome Government Relations, LLC to perform Congressional lobbying and agency coordination on behalf of the City and Borough of Sitka

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Memo Lobbying](#)
[Engagement Letter and Addendum](#)
[About Blank Rome](#)

Date	Ver.	Action By	Action	Result
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Step 1

Discussion / Direction / Decision

of the engagement letter and fee proposal submitted by Blank Rome Government Relations, LLC to perform Congressional lobbying and agency coordination on behalf of the City and Borough of Sitka.

Step 2

Possible Motion

I MOVE to accept the terms of the engagement letter submitted by Blank Rome Government Relations, LLC to perform Congressional lobbying and agency coordination on behalf of the City and Borough of Sitka and authorize Mayor Paxton to execute the document.



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

MEMORANDUM

To: Mayor Gary Paxton and Assembly Members
From: Hugh Bevan, Interim Municipal Administrator *HB*
Date: November 4, 2019
Subject: Lobbying Plan

Background

The City has been without a coordinated lobbying effort since our previous Community Affairs Director resigned at the end of June 2019.

The salary for the position was included in the FY20 budget, but the position has not been filled.

In October 2019 Shee Atika Corporation organized a Washington D.C. lobbying trip that included members of their lobbying firm Blank Rome Government Relations, LLC.

Blank Rome GR is a full-service, bipartisan, government affairs firm comprised of lobbying professionals with first hand knowledge of the legislative and administrative affairs of the Federal government.

At our request Blank Rome has submitted a letter of engagement and a fee proposal to perform Congressional lobbying and agency coordination on behalf of Sitka.

Analysis

Sitka faces several large, expensive projects in the 2 to 10-year time frame that badly need Federal funding assistance.

Specifically:

- Infrastructure development on Japonski Island to serve the new SEARHC medical campus and Coast Guard expansion.
- The major overhaul of the Green Lake hydro generation systems.

Fiscal Note

The staff position of Community Affairs Director is budgeted at approximately \$117,000 for FY 20. (salary + benefits)

The Blank Rome proposal estimates their fee at \$12,000 per month, so in concept we have 10 months of their services covered by the Community Affairs Director salary budget.

Recommendation

If the Assembly agrees that retaining a high-level lobbying firm can assist us, I recommend a 10- month engagement. Either party can suspend the agreement with 30 days notice.

We will ask for regular updates from Blank Rome so we should have a good idea of their effectiveness by next spring.

Staff will include the transfer of funds from the salary account to professional services in a future budget adjustment ordinance.

BLANKROME

Government Relations LLC

October 31, 2019

The Honorable Gary Paxton
Mayor
City and Borough of Sitka
100 Lincoln Street
Sitka, AK 99835

Dear Mayor Paxton:

We are very pleased that you are considering adding Blank Rome Government Relations ("BRGR") and Blank Rome LLP ("BR LLP") to the City and Borough of Sitka's ("CBS") government affairs team. We look forward to assisting CBS accomplish its goals in Washington, D.C. relative to upcoming federal legislation, and with respect to federal agency regulatory, grant, and loan programs.

On behalf of CBS, and in coordination with you and your team, we will engage, and appropriately "follow-up" with the Alaska Congressional Delegation, and other relevant Members of Congress, and their key staffs. We will also utilize our existing relationships with applicable Congressional Committees, Members and staff, especially those with jurisdiction over pending legislation that includes but is not limited to: Water Resources Development Act Reauthorization, Surface Transportation Reauthorization Act, Indian Energy Reauthorization (other Energy Policy legislation as well), FY21 Appropriations bills, FY21 National Defense Authorization Act (NDAA) and Coast Guard Reauthorization, as needed. We will also meet as needed with relevant federal agencies such as Dept. of Energy, EPA, Dept. of Defense (IRT), Dept. of Commerce (EDA), Dept. of Agriculture (RUS, RD), FERC, Dept. of Interior (IHS, BIA), and Dept. of Health and Human Services (HHS), among others.

In short, we will work closely with the CBS team, which we understand is composed principally by Mayor Paxton, Hugh Bevan, Garry White of SEDA, and Larry Markley, to prioritize and implement an action and messaging plan for the next 14 months based upon the opportunities and options described in the attached trip report from Ken Cameron.

We believe a project of this size will require a focused and strategic "execution plan" with clear lines of communication and coordination. To help devise and execute this proactive plan, BRGR proposes a fee of \$12,000 per month beginning Nov 1, 2019 through December 31, 2020. The agreement may be terminated by either party, with 30 days written notice and may be extended by mutual agreement of the parties. We will provide CBS's team with regular updates in writing and/or via conference call on activities and outcomes as they develop, and we will help arrange meetings for CBS officials when they visit Washington. Please refer to the attached Addendum for additional explanation of fees, disbursements and details.

Blank Rome LLP has well-known and respected legal expertise in the practice areas of Insurance Recovery, Maritime, Government Contracting, Bond and Public Finance, Federal Energy Regulatory

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Government Relations LLC

City and Borough of Sitka
October 30, 2019
Page 2

Commission (FERC), and Real Estate, to name a few. Any legal work that CBS decides to obtain from BR LLP will be handled under separate agreement and will be billed at the firm's hourly rates for those attorneys working on CBS matters. However, an accommodation (discount) for those hourly rates will be made for CBS as a client of BRGR should CBS choose to go forward with BRGR. As is standard in all BRGR's representation agreements, during the term of this agreement, should CBS hire or engage additional entities to assist CBS's efforts, BRGR will need to evaluate if such addition may cause a conflict of interest for BRGR. If we determine a conflict has arisen, BRGR will promptly notify CBS.

The terms of this engagement letter and the attached Addendum will govern our representation of City and Borough of Sitka and may only be modified in writing signed by BRGR's managing principal. Please review carefully the terms of this engagement letter and the attached Addendum. If you have any questions, please give me a call to discuss further.

On behalf of Blank Rome Government Relations LLC, we thank you for the opportunity to represent the City and Borough of Sitka and look forward to serving to enhance your interests. CJ Zane, Stephen Peranich, David Thompson, Jenni Ellison, and Genevieve Cowan will be the leads for this effort, but our entire team of professionals will be available to assist if needed. If this arrangement is agreeable to you, please sign below and return a signed copy of this letter. We have attached general information about BRGR and BR LLP for your review.

Very Truly Yours,



C.J. Zane

Managing Principal

zane-cj@blankrome.com

Agreed and Accepted:
City and Borough of Sitka

By: Mayor Paxton

Date: _____

BLANKROME

Government Relations LLC

ADDENDUM TO ENGAGEMENT LETTER

The policies and practices set forth below apply to your engagement of Blank Rome Government Relations LLC (BRGR) as your representative:

1. Scope of Engagement.

The scope of this engagement is described in the attached Engagement Letter. Unless otherwise agreed to in writing or we specifically undertake such additional engagement at your request, we will serve only the client named in the engagement letter and not its affiliates, subsidiaries, partners, joint ventures, employees, directors, officers, shareholders, members, owners, or agencies. You specifically acknowledge that BRGR and Blank Rome LLP are free to represent another client in any matter adverse to any of those possibly related persons or entities.

You may not rely upon BRGR for legal, business, investment or accounting advice, nor to assess the character or creditworthiness of persons with whom you may deal.

2. Compensation and Billing.

Although we may from time to time for a client's convenience furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly agreed to by us in writing. Your obligation to pay our fees and costs incurred in connection with the representation is not contingent upon our achieving any particular result. Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and disbursements.

3. Disbursements and Other Charges.

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services for you under this engagement, such as messenger and delivery, custom printed materials, and travel (including mileage, parking, airfare, lodging, meals, and ground transportation). To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge with your prior approval, and the charge may exceed our costs. Unless special arrangements are made, fees and expenses of consultants and outside professionals (such as experts or investigators) and other large disbursements will not be paid by our firm and will be the responsibility of and billed directly to you, or you will be asked to advance to us an estimate of those costs.

4. Term and Termination.

Subject to the provisions for termination provided herein, the engagement shall be for the term set out in the Engagement Letter. If our engagement is limited to a specific matter or transaction, and we are not engaged to represent you in other matters, our engagement will terminate upon the completion of our services with respect to such matter or transaction whether or not we send you a letter to confirm the termination of our representation.

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Government Relations LLC

The parties may renew this agreement upon mutually agreed terms. Absent an express written agreement to the contrary, the terms of our engagement set forth in this Engagement Letter and Addendum will apply to other matters which we agree to undertake on your behalf.

Either party will have the right to terminate our services and representation upon 30 days written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

5. Services of BRGR

BRGR is a Limited Liability Company that is owned by the law firm of Blank Rome LLP, a Pennsylvania limited liability partnership. However, BRGR is not a law firm. The services BRGR will provide are non-legal in nature and distinct from the kinds of services that are provided by lawyers.

Therefore, some of the legal protections that exist within an attorney-client relationship do not apply to your relationship with BRGR. In an attorney-client relationship, an attorney is ordinarily required to maintain the confidentiality of all information relating to the representation of the client, and communications between a client and an attorney are legally protected from compelled disclosure under the attorney-client privilege. Attorneys are also prohibited from representing persons with conflicting interests and are obliged to maintain professional independence. These aspects of the attorney-client relationship, which exist because of the Rules of Professional Conduct and the legal doctrine of attorney-client privilege, do not apply to your relationship with BRGR.

If your company is also a client of Blank Rome LLP, we are required to advise that you may wish to consult with independent legal counsel in connection with engaging BRGR and that other companies may provide the kinds of services BRGR provides.

6. Confidentiality and Non-Disclosure

BRGR will use reasonable efforts to protect the confidentiality of information relating to this engagement, including communications between us and any of your agents or attorneys, and will not voluntarily divulge such information except to the extent we need to do so in order to carry out the engagement or you authorize us to do so.

Because BRGR is not a law firm, to the extent that you engage Blank Rome LLP or another law firm in connection with this engagement, the attorney-client privilege that exists with respect to your communications with a lawyer may not apply with respect to communications between BRGR and another law firm you may engage (including Blank Rome LLP) or a corporate law department. Such communications may therefore be subject to compelled disclosure.

We recognize the importance of preserving the confidentiality of our communications with you and other information relating to the engagement. However, all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. Because of the speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell

BLANKROME

Government Relations LLC

phone communications in this engagement.

7. Conflicts of Interest.

Our agreement to represent you is based upon your agreement that, in matters that are not substantially related to a matter for which you have retained BRGR, BRGR and Blank Rome LLP are free to represent any client (including your competitors and adversaries) and to take positions adverse to you or your affiliates even if those matters are directly adverse to you. We undertake to disclose to you and obtain your consent prior to our acceptance, or Blank Rome LLP's acceptance, of any other representation substantially related to this one that we know may be adverse to your interests.

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent, or between or among clients of BRGR and clients of Blank Rome LLP. In these situations, if we are authorized to do so, we would wish to disclose the conflicts to our clients, former clients and prospective clients and consult with them to obtain the clients' or former clients' consents before we may proceed, whether or not we may be required to do so. We wish to confirm that you agree that you will promptly and in good faith consider our requests for a consent if we seek them. At no time would we use or disclose any confidential or proprietary information relating to your representation in connection with our representation of another client without your written consent. Please know that we have asked for similar agreements in engagement letters with other new clients to preserve our ability to represent you.

8. Records.

With respect to records and files, BRGR is the sole owner of its files and those files are not within your possession, custody or control.

9. Lobbying Reports.

To the extent that our representation of you requires that we register and report lobbying activities under applicable law or to register and report any representation of you that requires registration under the Foreign Agents Registration Act, you authorize us to prepare and file these registrations and reports with the appropriate government authorities and to pay for our filing fees.

10. BRGR's Attorney-Client Privilege.

Blank Rome LLP has internal and external ethics and professional responsibility counsel who advise BRGR personnel (as well as Blank Rome LLP attorneys) from time to time concerning their ethical, professional, and legal duties. We encourage consultation between BRGR/Blank Rome LLP professionals and counsel. You acknowledge that BRGR's (and Blank Rome LLP's) own attorney-client privilege protects any such consultations, waive any right to discovery of them, and waive any conflict of interest that might be involved in ethics counsel's providing advice to these attorneys and personnel.

About Blank Rome

Blank Rome is an Am Law 100 firm with 14 offices and more than 600 attorneys and principals who provide comprehensive legal and advocacy services to clients operating in the United States and around the world. Our professionals have built a reputation for their leading knowledge and experience across a spectrum of industries, and are recognized for their commitment to pro bono work in their communities. Since our inception in 1946, our culture has been dedicated to providing top-level service to all of our clients, and has been rooted in the strength of our diversity and inclusion initiatives. We advise clients on all aspects of their businesses, including commercial and corporate litigation; consumer finance; corporate, M&A, and securities; environmental, energy, and natural resources; finance; restructuring & bankruptcy; government contracts; insurance coverage; intellectual property & technology; labor & employment; maritime; international trade; matrimonial; products liability; mass torts; policy & political law; real estate; tax, benefits, and private client; and white collar defense & investigations. For more information, visit blankrome.com.

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BLANKROME
Government Relations LLC

BLANK ROME GOVERNMENT RELATIONS LLC CAPABILITIES

Prepared for:
Date:

Prepared by:
Principal, Blank Rome Government Relations
212.885.5539 | name@blankrome.com

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Government Relations LLC

Blank Rome Government Relations LLC is a full-service, bipartisan government affairs firm comprised of top lobbying and strategic advocacy professionals with firsthand knowledge of the legislative and administrative process.

As the Trump Administration and its policy interests continue to evolve, we see a distinct shift to a more business-friendly environment, with significant changes on legislative and regulatory fronts. In 2019, we anticipate legislative activity (and potential gridlock) in energy, defense, infrastructure, trade and government contracting, in particular.

With Republicans controlling the Senate and White House, and Democrats controlling the House, having a strategic bipartisan strategy – with legislative relationships to match -- is an important part of any successful government relations engagement.

Companies who are nimble and adapt to these changes with proactive strategies will have a higher likelihood for success.

We have a deep and unique bipartisan bench of expert advocates to help you, including:

- Spencer Abraham, a former United States Secretary of Energy and Senator (R-MI)
- Scott E. Thomas, former Chairman, Federal Election Commission
- Former Senior Staff to Leadership, on Committees and in Personal offices
- Former Executives in national political committees, international agencies, and Fortune 500 companies

In times of dramatic change, companies need government relations representatives who can interpret new directions being taken while advocating effectively in front of the Administration, on the Hill with both Houses, and with all leadership on both sides of the aisle.

A Full-Service Solution

When clients work with Blank Rome Government Relations, they also benefit from our seamless access to Blank Rome, LLP, a top-tier, Am Law 100 firm with over 600 seasoned lawyers practicing across the country in our 14 national offices and in Shanghai. Founded in 1946, Blank Rome represents businesses and organizations ranging from *Fortune 500* companies to start-up entities around the globe.

Strategy Development & Issue Management

Lobbying & Issue Advocacy

Policy Analysis & Legislative/ Regulatory Expertise

Crisis & Reputation Management

Champion & Relationship Development

Coalition Building & Management

Grasstops & Grassroots Campaigns

Policy & Political Law

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Blank Rome Government Relations LLC is here to be of service to you and your clients. Please let us know how we can collaborate with you to help with your transition into this new political era and through these changing, uncertain, yet navigable waters.

- We develop and implement ***multi-faceted strategies*** to achieve policy and regulatory objectives in the U.S. Congress, state legislatures, and within federal and state agencies.
- We ***mitigate problems and provide crisis management*** counsel.
- We ***foster and manage relationships*** with key officials at the congressional and executive branch level.
- We provide ***legislative and regulatory*** advocacy, analysis, drafting, counsel, and liaison.
- We assemble and manage ***coalitions*** of parties with shared interests.
- We pursue ***innovative financing options*** and business opportunities with federal, state, and local governments.
- We raise and refine positive ***corporate profiles*** in the federal arena.
- We guide clients through government investigations and oversight processes.

We Do More Than Open Doors. We Solve Problems.

Blank Rome Government Relations has successfully and repeatedly secured resources for our clients' needs in Authorization and Appropriations bills. These results have generated multimillion-dollar savings for our clients, created new opportunities and preserved existing opportunities, including:

- Defense client—Protected full federal funding in the Navy's shipbuilding budget request for programs of importance to the client through the appropriations and authorization process.

We have also reliably worked to ensure our clients' competitiveness and market access, including successfully procuring and protecting language to maximize our maritime clients' capacity to operate, including:

- Ocean shipping client—Blocked harmful changes to government-impelled cargo programs that would have been harmful to client and compromised U.S. national defense sealift capability.

Blank Rome Government Relations has successfully secured tax credits, formula fixes, bill and report language, and grant opportunities and awards for our transportation clients, including:

- Contractor client—Secured language in a major transportation bill to protect flexibility in the use of federal highway formula funds.
- Railroad client — Secured a rail tax credit and a formula fix valued at millions of dollars.

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What We Do

Blank Rome Government Relations LLC provides sophisticated, creative counsel and advice to protect and enhance our clients' interests. We have represented clients leading public, private, and nonprofit enterprises in an array of sectors including energy, technology, maritime and shipping, government contracting, natural resources, transportation and infrastructure; and Native American concerns.

We develop client teams with diverse government and public affairs skills that strategically address the issues our clients face. Our tactics include:

Strategy Development & Issue Management

- Provide reconnaissance and analysis to accurately assess client challenges
- Design engagement strategies and set clear objectives for client success
- Execute operational and tactical project elements, including timelines

Lobbying & Issue Advocacy

- Create clear, substantive, and personalized messaging-accentuating the merits of our position
- Engage our network to access the right people, draft legislation and shepherd it through the process
- Work with policymakers and their staffs to foster dialogue, shape perception, and build consensus
- Employ targeted messaging using direct lobbying and digital and social media tools

Policy Analysis & Legislative/Regulatory Expertise

- Subject matter experts with technical and deep working knowledge of policies and policymakers to build knowledge and understanding
- Monitor and affect legislative, regulatory and agency developments and actions
- Employ our law firm's analytical and legal expertise to construct fact-based, meritorious positions and solutions

Crisis & Reputation Management

- Agile, rapid reaction team that can assess PR, policy and political implications in tandem with legal assets to reduce exposure and mitigate problems
- Experienced crisis messengers, effective at getting a "client's story" across, and drive debate
- Ability to craft message, protect and repair brand with influencers both inside and outside government

Champion & Relationship Development

- Work with the client to identify key players who have jurisdiction, oversight, or a passion for issues areas that impact the client's interests
- Arrange, plan, and execute quality interactions with key decision makers and policymakers to form bonds and mutual interest
- Educate policymakers with white papers, expert testimony, or field visits to improve their firsthand knowledge-develop relationships to become a "resource" for policymakers

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Coalition Building & Management

- Design personalized coalitions to advance the client's interests
- Assist in the assembling coalitions, including campaign planning, operational management, policy content, legal/government filings, and liaison with coalition members
- Provide a focused impact that complements the client's ongoing goals and efforts

Digital & Social Media Outreach

- Implement integrated digital strategic communications designed to persuade, engage, and activate targeted audiences to complement and amplify advocacy efforts
- Use creative multi-channel digital content and platforms to persuade policymakers to choose a preferred outcome
- Apply geopolitical targeting, advanced analytics, and content acquisition to create custom messaging for targeted audiences predisposed to act

Grasstops & Grassroots Campaigns

- Source seasoned, locally networked field teams that map policymakers' state and local networks, including influencers and spheres of ideological influence
- Motivate intended audiences to take action using in-person, media, mail, phone, and digital targeting
- Solidify local connections to policymakers, ensuring that key players and stakeholders recognize community interests

Policy & Political Law

- Federal, State, and Local Lobbying Compliance
- Corporate Political Activity and Corporate PACs
- Candidates, Super PACs, and Non-Connected PACs
- Tax-Exempt Organizations
- Pay-to-Play
- Congressional, Federal Agency, State, and Internal Investigations
- Federal Election Commission ("FEC") Advice and Enforcement
- Foreign Agents Registration Act
- Ethics Law
- Public Policy Assistance

POLICY EXPERTISE

The diverse capabilities of the Blank Rome Government Relations team enable us to take strategic action and deliver results across industries. Our policy expertise derives from decades of experiences working on critical and ever-evolving policy issues affecting the most significant industries and market sectors in the nation.

Energy

Under the direction of former Secretary of Energy Spencer Abraham, Blank Rome Government Relations' energy practice is uniquely well-versed in matters of domestic and international energy business and policy. Our team maintains very strong relationships with both political and career civil service officials in the U.S. Departments of Energy, Commerce, and Interior as well as with the Environmental Protection Agency, the Nuclear Regulatory Commission, and the Federal Energy Regulatory Commission. We also enjoy robust relationships with many state-level policymakers and public utility commissioners. Through our unique C-suite and Cabinet-level experience, coupled with our extensive domestic and international networks, our team has a proven record of delivering essential value to our clients.

At the state level, Blank Rome represents client interests in natural gas exploration, hydraulic fracturing, and the resolution of related regulatory issues. On a federal level, we have particular strength on issues surrounding renewable energy, offshore wind, and energy-related transportation issues by shipping, rail, and pipeline. We have represented major renewable energy firms, numerous transportation and shipping companies, and shale oil and gas exploration, production, and mid-stream companies.

Maritime

Blank Rome's maritime practice has been guiding the fortunes of leading maritime companies for more than 30 years. Our practice is internationally-recognized for its ability to maneuver through the issues that affect coastal and international maritime commerce. We are recognized as one of the top 3 maritime firms in the nation.

We have proven performance working on maritime issues such as environmental compliance, government financing programs, port security, customs and border protection, Coast Guard regulations, coastwise trade laws, offshore energy and resource development, and general maritime policy and legislation.

We routinely work with the Department of Defense, U.S. Coast Guard, Maritime Administration, Federal Maritime Commission, Environmental Protection Agency (and state counterparts), U.S. Customs and Border Protection, U.S. Immigration and Customs Enforcement (ICE), Internal Revenue Service (IRS), Military Sealift Command, Office of Foreign Assets Control, the International Maritime Organization, and regional port authorities around the world.

Political Law

Our policy and political law practice is led by former Federal Election Commission Chairman Scott Thomas. He works hand-in-hand with others in the practice, including several team members who have held senior positions in Congress, federal and state agencies, and industry associations.

We help a broad spectrum of clients achieve their full range of public policy goals—advising them on the process of influencing the selection of government officials, and on the process of actually interacting with those officials about policy, and representing them in enforcement matters.

We advise corporations, trade associations, political action committees (“PACs”), charities, social welfare organizations, candidates, officeholders, and others in navigating the complex maze of campaign finance, election, lobbying, ethics, and tax laws at the federal, state, and local levels. We help with the creation of new organizations, design and implement training and compliance programs, and represent clients in investigatory and enforcement proceedings. We also have attorneys who are well versed in legislative drafting and federal and state governmental advocacy.

We work seamlessly with our government relations lobbying and strategic communications professionals, who can manage virtually every aspect of any governmental issue facing our clients. Our team also collaborates with the Firm’s government contracts and white collar defense and investigations practices to provide clients comprehensive solutions when needed.

Technology and Cybersecurity

Blank Rome represents global technology and communications companies before Congress, federal agencies, and state governments on a wide range of issues, including: privacy, data security, e-commerce, cloud computing, net neutrality, and cybersecurity.

The technology sector faces increasingly complex legislative and regulatory challenges pertaining to competition, technology convergence, intellectual property, data privacy, cyber-crime and First Amendment rights. At Blank Rome we provide our clients the advantage of our close working relationship with the members of our firms legal practice, bring to bear the policy, technical and legal expertise.

National Security and Defense

Blank Rome effectively represents and helps guide defense industry clients of various sizes through the ever-evolving national security environment that is significantly different than just ten years ago. Blank Rome’s defense team is comprised of government affairs professionals with decades of experience in senior levels of the U.S. Armed Forces and with Congressional Defense Committees. Our defense professionals are uniquely qualified to handle the challenges that their defense industry clients face and have been successfully representing clients in this space for years.

Transportation and Infrastructure

Blank Rome possesses deep policymaking and programmatic expertise across all modes of transportation and infrastructure. We have played an active and successful role in each of the past several Surface Transportation Reauthorization bills in Congress including SAFETEA, SAFETEA-LU, MAP-21, and the Fast Act. Our team helps clients solve problems spanning the entire spectrum of intermodal transportation and infrastructure including maritime, aviation, rail, highways, ports, dredging, Corps of Engineers, and municipal and energy-related issues. Our clients have included major railroads, some of the largest passenger cruise operators in the world, state and local transportation agencies, regional transportation authorities, ports, investment bankers, and trucking and marine trade associations.

Environment and Natural Resources

Blank Rome has represented clients seeking policy changes, favorable policy interpretations, or funding for important projects on issues related to water resources including water infrastructure improvements, harbors and small boat basins,

watershed protection, water supply protection, storm water management, habitat conservation, solid waste, and public education. We have also assisted clients in understanding and implementing clean air and water standards as well as influenced the development of regulations governing urban runoff. We have extensive experience in Public Lands issues, including fisheries and timber operations, as well as with Native American lands issues.

International Representation

Blank Rome has a seasoned team of professionals that support sovereign governments and international organizations in

Having worked at the highest levels of government and having represented outside interests to government officials, we have the experience and temperament to design strategic engagement campaigns. These initiatives include trade, commerce, and humanitarian work, as well as proactive resetting of relationships during times of government change and transition.

Our team has extensive executive branch experience including working with the White House, State Department, Department of Defense, Department of Energy, USAID, and Millennium Challenge Corporation. On a Congressional level, we have deep bipartisan networks with Congressional leadership in both the House and Senate, including the key Foreign Relations and Appropriations committees. We know the process, the players and have a stable of retired senior officials who are trusted strategic partners to call upon to help facilitate opening doors and working through challenging problems.

Nonprofit

Nonprofit institutions including foundations, trusts, 501(C)s, think tanks, and academic and research institutions have an experienced and talented team to call on when dealing with government and public policy.

The talent of Blank Rome's leadership in the nonprofit space includes leaders who have walked rock stars into the Oval Office to negotiate a deal on groundbreaking multi-billion-dollar foreign assistance programs to initiatives working with national social service and university clients educating the Congress on ground breaking research. Blank Rome has the ability to amplify our clients' voices through smart strategies to make sure their ideas heard and impact the shaping of public policy.

Small Business and Government Contracting

Blank Rome has consistently provided small businesses and contractors with legislative solutions, grant opportunity guidance, and strategic counsel. Our work for small business and government contracting clients has generated tangible financial and regulatory results that enable them to better serve their communities and improve their market standing. We work closely with our law firm partners at Blank Rome LLP, which has one of the best government contracting and small business law practices in Washington, D.C.

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C.J. Zane Managing Principal

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C.J. Zane is a lobbyist and political consultant providing strategic analysis, planning, and execution of coordinated lobbying and public affairs strategies. During the last 25 years, C.J. has been a congressional staff member, campaign manager for several successful congressional races, campaign consultant for successful U.S. Senate and gubernatorial races, and lobbyist in Juneau, AK, and Washington, D.C. C.J.'s areas of focus include appropriations and authorizations, policy legislation in Congress, and executive branch policies and regulations pertaining to:

- Native American issues
- natural resources, fisheries, and environment
- transportation (i.e. rail, air, highway, maritime – Coast Guard)
- defense
- energy
- municipal and local government issues
- tourism

During his eight years as Chief of Staff to Representative Don Young (R-AK), C.J. directed the planning and implementation of Mr. Young's legislative agenda. C.J. worked closely with key committees and subcommittees, including Ways and Means, Appropriations, Agriculture, Armed Services, and Rules, as well as Transportation and Infrastructure. His responsibilities in the House led him to forge strong contacts in the Senate and executive branch as well.

C.J. is well known to the community of organizations interested in the development of responsible natural resource and public land policies. He helped craft a number of working coalitions to help these organizations effectively advance their interests in Washington, D.C., and the Pacific Northwest region. He successfully represented several private and public sector organizations in the most recently enacted national highway legislation, MAP-21. He has also helped achieve important success for Native American businesses in the areas of federal contracting, lands, and tax policy.



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-245 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Discussion / Direction / Decision on moving forward with the Marine Service Center Action Plan

Sponsors:

Indexes:

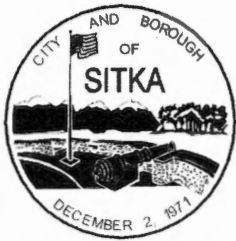
Code sections:

Attachments: [Memo](#)
[Action Plan](#)
[MSC Bulkhead Condition Assessment](#)

Date	Ver.	Action By	Action	Result
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Discussion / Direction / Decision

on moving forward with the Marine Service Center
Action Plan.



City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

MEMORANDUM

To: Mayor Gary Paxton and Assembly Members
From: Hugh Bevan, Interim Municipal Administrator *HB*
Date: November 5, 2019
Subject: Marine Services Center Action Plan

Background

In July 2019 the Assembly approved the attached Action Plan that directed staff to develop a design/build RFP to refurbish and stabilize the sea wall located at the Marine Services Center (MSC). The Action Plan envisioned a \$2.8 million budget to perform the work.

Acquiring a design concept and construction bid to repair the sea wall is the first step in the Action Plan followed by an Assembly decision to maintain ownership of the MSC facility or sell it.

The seawall was originally constructed in 1976. The structure is 36 feet high and 356 feet long, 50 feet of which crosses the lot line and supports a portion of the property owned by Seafood Producers Co-op.

A 2011 condition assessment estimated total reconstruction costs to be \$6.7M to \$8.3M depending upon design assumptions.

Public Works Engineering has spent considerable effort to prepare a design/build RFP to repair the sea wall as requested in the Action Plan.

Analysis

However, after considering the Action Plan and reading previous engineering reports on the condition of the sea wall, I have concerns that the Plan is not a viable solution.

\$2.8 million is insufficient to make significant improvements to the sea wall. This opinion is shared by other engineers on your staff and by our marine engineering consultant.

Additionally, the \$2.8M budget effectively drains the reserves in the Marine Services Enterprise Fund and uses a significant portion of the remaining reserves in the Economic Development Fund.

In my opinion the first step in the Action Plan should be an Assembly decision to sell or keep the facility.

If the decision is to sell the MSC, the Assembly can decide whether or not to include the sea wall in the sale. A case can be made that the wall should be included in the sale so the buyer has a vested interest in keeping the wall functional or perhaps constructing a new structure that has more uses than a basic retaining wall.

If the decision is to keep the MSC, then the City must devise a funding plan such as a revenue bond that provides significantly more funds than \$2.8M to replace the aging and corroded sea wall.

Recommendation

Schedule an Assembly agenda item or Work Session that leads to the decision to keep or sell the Marine Services Center.

Action Plan

Strategy B
Plan No. 3
Date: 7/9/2019

Strategy: We will identify and pursue Economic Development Opportunities.

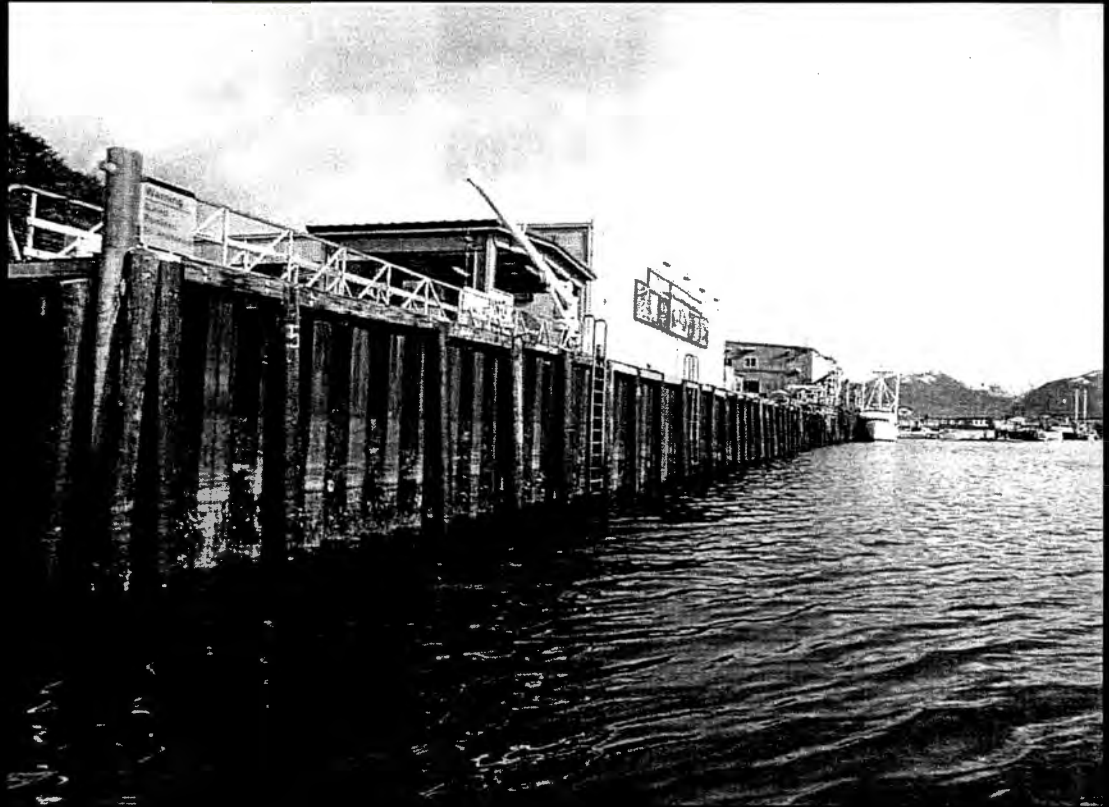
Specific Result: To determine the highest/best use of the Cold Storage.

#	ACTION STEP (Number each one)	Assigned To:	Start Date:	Due Date:	Completed Date:
1	Develop and release an RFP for a \$2.8 million design/build Refurbishment and Stabilization (not a total replacement) of the Seawall in front of the Cold Storage.	Harmon & White	7/9/19	9/13/19	
2	Receive the responses to the Refurbishment and Stabilization RFP.	Harmon	11/4/19	11/4/19	
3	Report the outcome of Step 1 to the Assembly.	Harmon	11/12/19	11/12/19	
4	If a \$2.8 million refurbishment and stabilization is possible and practical, make the decision about public verses private ownership of the Cold Storage, considering what is in the best interest of the fishing industry and impact on future Economic Development.	Paxton & Assembly	11/12	11/26	
5	If the decision is to maintain CBS ownership, move forward to select the firm to do a design/build for the refurbishment and stabilization of the Seawall.	Harmon, White & Hanson	11/26	12/10	
6	Recommended firm is selected and approved by the Assembly and the refurbishment and stabilization of the Seawall proceeds.	Assembly & Harmon	12/10/19	11/1/2020 (year to complete)	
7	Ports and Harbors will be tasked with identifying potential revenue opportunities for the Seawall, Cold Storage and the adjacent vacant lot. If the Assembly determines that a \$2.8 million refurbishment and stabilization of the Seawall is not practical, continue on with the remainder of this Plan.	Ports & Harbors Commission	11/26/19	7/1/2020	

8	Meet with interested user individuals, groups or companies to discuss options and accept recommendations from the interested parties.	White	2/12/19	5/1/19	3/25/19
10	Hold a second meeting of interested user individuals, groups or companies to discuss options.	Miller, Harmon & White	1/6/20	1/30/20	
11	Develop an RFP to put the property in private ownership.	B Hanson & Harmon	2/10/20	2/24/20	
	Within the RFP, include stipulations such as:				
	a. Necessary repairs shall be made to stabilize the seawall in front of the Cold Storage.	B Hanson Harmon & White	2/10/20	2/24/20	
	b. Property will continue to be operated as a Cold Storage. CBS shall have the first right of refusal if the property is being sold or otherwise disposed of.				
	c. Guaranteed access to the public.				
	d. Selection criteria will include: The most responsive proposal, considering price, operating plan and history of operating in the best interest of the CBS.				
12	RFP released to the public.	Harmon	2/24/20	3/23/2020	
13	Responses to the RFP will be reviewed by a committee of CBS staff and Assembly members, appointed by the Mayor.	Paxton & Miller	3/23/20	4/7/2020	
14	Recommendations will be made to the Assembly regarding the Responses to the RFP.	Miller & Committee	4/14/20	4/14/20	
15	Assembly will select the most responsive proposal, considering price, operating plan and history of operating in the best interest of the CBS and direct	Paxton and Assembly	4/14/20	4/28/20	
16	Complete the purchase agreement that will go to the Assembly for their approval.	Harmon & B. Hanson	4/28/20	5/4/20	
17	Assembly approves the purchase agreement.	Assembly	5/12/20	5/12/20	
18	Sale is completed.	Hanson & Harmon	5/12/20	6/1/20	
Responsible:			Chief Miller		

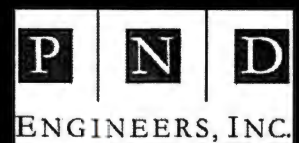


MARINE SERVICES CENTER BULKHEAD CONDITION ASSESSMENT



Prepared for:
The City & Borough of Sitka
Department of Public Works
100 Lincoln Street
Sitka, AK 99835

Prepared by:



October 2011 Update

MARINE SERVICES CENTER BULKHEAD CONDITION ASSESSMENT

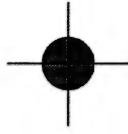


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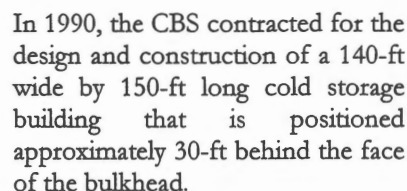


Section 1

Inspection Report and Recommendations

The following report is a summary of the inspection and condition assessment performed in April, 2011, by PND Engineers, Inc. (PND) and Echelon Engineering, Inc. (EEI), for the Sitka Marine Services Center Bulkhead Dock. EEI performed the underwater portion of the inspection and condition assessment. The purpose of this report is to provide the City and Borough of Sitka (CBS) with a general overview of the current condition of the facility, and to identify specific areas and components of the facility that need repair and/or replacement in order to maintain a safe, structurally competent facility. The report includes a discussion of the findings, along with recommendations. However, specific designs for repair and/or replacement are not included.

The Marine Services Center sheet pile bulkhead dock was originally constructed in 1976. The tie-back wall structure is approximately 36-ft high (from mudline) by 356-ft long along the face, with approximately 10-ft long end/return walls at each end of the bulkhead. The PZ27 sheet piles are driven approximately 10-ft to underlying bedrock, and are laterally restrained by exterior, MC8x22.8 walers located at elevations 0.0 ft (MLLW) and -10.0 ft. Each waler is connected via tie-rods to a sheet pile anchor wall approximately 70-ft behind the bulkhead face. The steel, round bar tie-rods are 2 1/2-inch diameter, with ends upset to 3 1/4-inch diameter. They are spaced at 6-ft on-center, with the upper tie-rods being offset from the lower tie-rods by 3-ft. The walers and tie-rods are of ASTM A36 chemistry while the sheet piles are of ASTM A690 material. Creosote-treated timber fender piles protect the face of the bulkhead and a 12x12 timber bullrail caps the top of the wall. Steel pipe bollards and access ladders are positioned at varied spacing along the dock face.



In 1993, the CBS contracted with WS Construction Inc. to install 22 anodes along the face of the bulkhead and perform associated electrical bonding work.

In November of 1999, the CBS engaged Tryck Nyman Hayes, Inc. (TNH) to perform an inspection and condition assessment of the facility which did not include an underwater inspection. Shortly thereafter, in April of 2000, Foreshore Technologies, Inc. (FTI) performed a dive inspection.

Potential readings were taken during the underwater inspection which indicated that the structure was actively corroding. Both the TNH and FTI reports noted significant corrosion existed throughout the bulkhead face sheet piles as well as at the walers and tie-rod ends.

In 2002, in response to the TNH and FTI inspections, the CBS again contracted with WS Construction Inc. to install an additional 36 anodes along the face of the bulkhead, and in 2003, the CBS retained the local

engineering company, Structural Solutions to design a complete cathodic protection system for the facility. The designed CP system was installed in 2004. Included in the construction documents were the requirements to provide electrical bonding and continuity between all steel bulkhead face elements. All tie-rod locations were required to be videotaped, and continuity was to be verified at each tie-rod location using a reference electrode.

INSPECTION

Prior to field investigations, all available design documents and previous inspection reports were collected and reviewed. For inspection purposes, a base map was developed, using the timber fender piles as a reference to locations along the face of the bulkhead. (See Appendix B of the Echelon Engineering, Inc. Dive Inspection Report).

The inspection and condition assessment field work was carried out in two parts. The dive inspection was performed by EEI during the period of April 18th – 21st, 2011, while the top-side dock and subsurface anchor wall inspections were performed by PND, with the assistance of CBS personnel and equipment, on April 18th and 19th, 2011.

The dive inspection consisted of a three day field effort to effectively examine the bulkhead sheet piles, walers, tie-rods and timber fender system. Observations made during the initial portion of the dive inspection served to identify specific areas to target for the remainder of the inspection effort - areas that had advanced deterioration/damage or exhibited a trend. Section 3 provides a complete description of the underwater portion of the condition assessment.

PND performed an above-water, "Level 1" (visual) inspection of representative dock elements and bulkhead structural components. Access along the face of the bulkhead was accomplished through the use of a CBS harbor department skiff. The facility was examined for obvious physical damage, corrosion and any other evidence of deterioration, with particular attention being given to the condition of the walers and tie-rods. In addition, CBS retained a local contractor to excavate the area adjacent to and seaward of the sheet pile anchor wall at two different locations. The anchor wall waler and a tie-rod end were also exposed at one of the locations. PND inspected exposed portions of the anchor wall, waler and tie-rods.

Observations:

In general, the current overall condition of the sheet pile bulkhead dock is fair to poor. No observations were made that presented any immediate structural concerns. However, the facility is approximately 35 years old and very near the end of its useful design life. Time and the elements have taken their toll, and the current condition of key structural components represents the chief concern with regard to the overall integrity of the bulkhead. The following conditions were observed:

Fender System and Miscellaneous:

- Timber Fender Piles and Chocking – With a few exceptions, the overall condition of the timber fender system is good. The 1999 TNH Report identified several rotten fender piles and many instances of broken or otherwise damaged chocking between the fender piles. Since that time, the majority of the fender system appears to have been repaired and/or replaced. Most of the fender piles are very dark in color indicating a high amount of creosote treatment still exists, and several of the fender piles have had galvanized sheet metal caps installed to protect the pile tops from deterioration. The last four fender piles at the "south end" (adjacent to the SPC Dock) look to be of earlier origin, exhibiting substantial deterioration, including marine borer damage, and should be replaced.

- Miscellaneous – The overall condition of the timber bullrail is good with only minor abrasions and normal wear and tear observed. The steel pipe bollards are in good condition and structurally sound. Two of the six access ladders (near SPC Dock) are damaged significantly with the handrails having been bent over as the result of vessel impact. All other access ladders were observed to have minor to moderate corrosion and minor physical damage.

Sheet Pile Bulkhead:

- Sheet Piles – The overall condition of the steel sheet piles is fair to poor, with particularly significant deterioration in the splash zone. The steel thickness in this region was measured to be as low as 0.17 inches as compared to the original thickness of 0.375 inches. The low thickness measurements in the splash zone are consistent along the full length of the bulkhead.
- Walers and Tie-Rods – The overall condition of the walers and tie-rods is generally poor. Corrosive section loss exists primarily along the channel flanges of both the upper and lower walers and at virtually all tie-rod ends. The corners and edges of all tie-rod nuts, washer plates and bearing plates are rounded and in many instances, the plate edges have a scalloped shape due to the severity of corrosion and loss of steel material. The tie-rod ends that extend beyond the nut are conical shaped, with essentially no visible threads remaining. At the tie-rod/nut interface, there is evidence that some threads remain engaged with the nut, but visible crevice corrosion observed at the majority of tie-rod/nut locations suggests these critical connections are quickly approaching the point of no longer being adequate to resist the loads they were designed for.
- Cathodic Protection – Potential readings obtained indicate the cathodic protection system installed in 2004 is working to protect the bulkhead; however, the readings are at or near the minimum required to be effective and likely not high enough to successfully prevent the crevice corrosion observed. Also, as discussed in the dive inspection report, although the potential readings suggest the anodes are working to protect the bulkhead, calcium carbonate deposits indicative of effective cathodic protection were not observed. Remaining anode material was observed to be between 75 and 90% of the original volume.
- Anchor Wall – The overall condition of those portions of anchor wall sheet piles exposed during the inspection appears to be fair. Though buried, the anchor wall is exposed to seawater during high tide. Sheet pile thickness measurements were not taken, however the corrosion observed appeared to be limited to minor pitting. Significant pitting of the tie-rod nut and bearing washer plate was observed. The waler channel flanges were observed to be scalloped-shaped, similar to the exterior bulkhead face walers, but the material loss due to corrosion was not as extensive as observed on the exterior walers. The portion of tie-rod exposed exhibited only minor pitting.

DISCUSSION AND RECOMMENDATIONS

The Marine Services Center is approximately 35 years old and is quickly approaching the end of its useful design life. As discussed in previous inspection reports, although sacrificial anodes were installed on different occasions, the number of anodes installed was never adequate to provide enough protection to the bulkhead and it continued to freely corrode. A complete and adequate cathodic protection system was never designed and installed until 2004; twenty-eight years after original construction. By then, substantial damage due to corrosion had already occurred. In fact, in the time between the 1999 TNH inspection and 2004, when the condition of all tie-rods was documented on videotape, the amount of corrosion and steel material loss, particularly the loss of tie-rod threads, was considerably noticeable. While the installation in 2004 of a cathodic protection system appears to have significantly slowed the rate of corrosion, the extent of damage that currently exists is significant enough to question whether or not the bulkhead is capable of withstanding a seismic event or the 600 psf uniform live load surcharge it was originally design to resist.

Conservatively, it is estimated that the existing structure has a remaining life of 5 years. While it is conceivable that the cathodic protection system could contribute to extending the remaining life, the anodes have been in service for 7 years and will provide a decreasing level of protection as the anode material is consumed. In addition, the anodes only provide protection in the submerged portion of the bulkhead and do not address the section loss of the sheet piles in the splash zone.

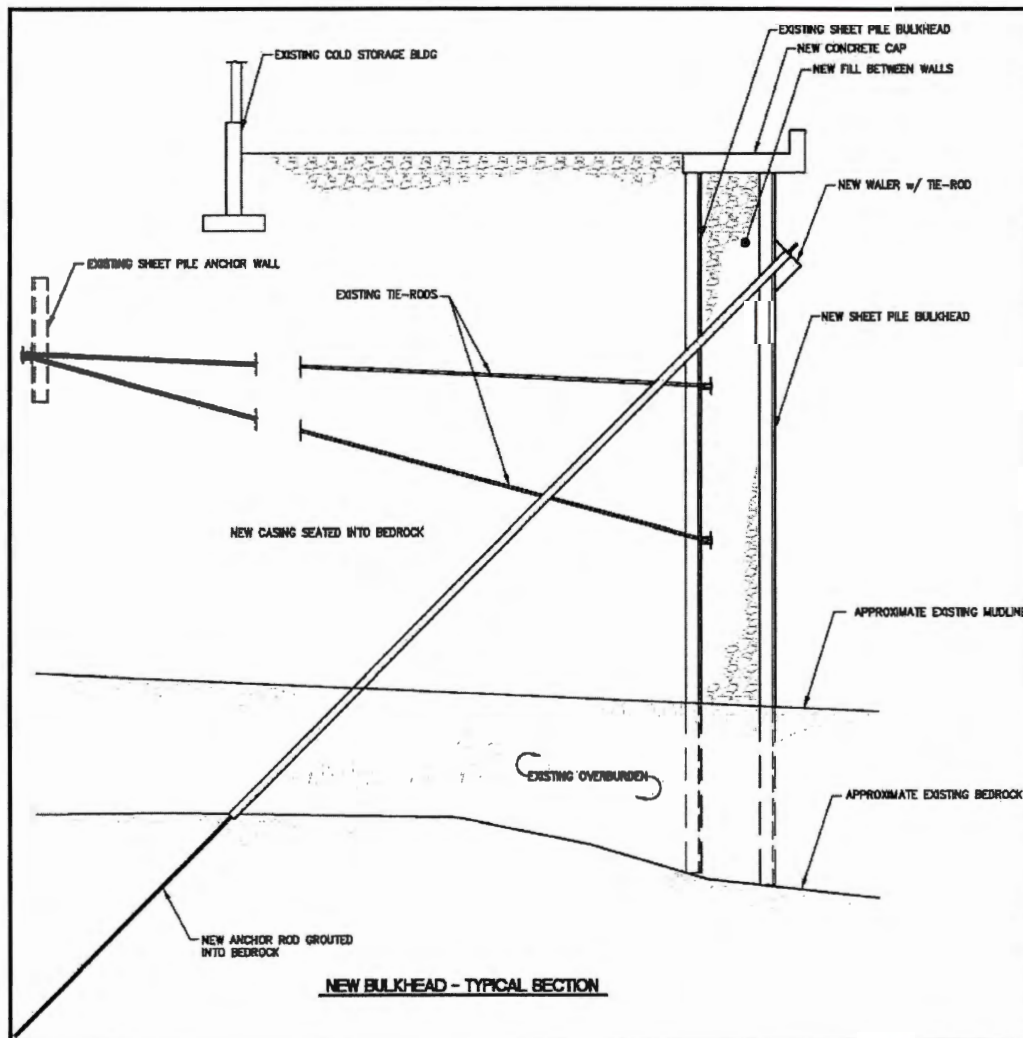
Therefore, it is recommended that the CBS begin now the process to examine replacement options and the associated costs in an effort to secure adequate funds for design and construction before the tie-rod connections are no longer capable of resisting the existing soil pressures and structural failure of the bulkhead occurs.

Replacement Options:

Replacement options to consider will depend on the long-range plans CBS might have for the site. Due to the proximity of the existing CBS Cold Storage Building, demolition and an in-kind replacement of the existing bulkhead is not feasible.

- If a dock face is no longer deemed necessary, then placement of an armor-rocked fill slope in front of the existing bulkhead might be a cost-effective option. If, on the other hand, maintaining a dock is regarded as essential for the site, then a pile supported dock or another similar designed sheet pile bulkhead could be constructed along with the armor-rocked fill slope. Given the existing site conditions and geometry, however, the toe of a fill slope would extend a minimum of 50 feet seaward of the existing bulkhead, and would also extend a significant distance perpendicular to the face of the bulkhead, and under the adjacent, private dock. In addition, the toe of the fill slope would also be very near the edge of the established navigational channel. A pile supported dock or sheet pile bulkhead built off a fill slope would extend well beyond the existing pier head alignment of adjacent facilities, and would likely encroach upon the navigational channel. The degree of discontinuity created by the new layout and alignment would have an adverse effect on vessel traffic in the channel and at the adjacent docks. Consequently, these options would likely be problematic and may not be considered practicable solutions.
- Alternatively, a viable option would be to construct a new, similar bulkhead design located slightly seaward of the existing bulkhead, utilizing grouted anchor rods drilled through the existing fill material and into the underlying bedrock (See Figure 2 below). Though relatively small, the revised pier head alignment would require coordination with adjacent property owners to resolve any potential navigational issues. Two rough-order-magnitude cost estimates for this option are attached. One estimate provides costs for basic facility improvements to replace the facility with similar

materials and the other provides costs for an upgraded facility with superior materials and improved cathodic protection systems.



(Figure 2 – Typical replacement bulkhead wall section)



SITKA MARINE SERVICES CENTER BULKHEAD REPLACEMENT

ROM Cost Estimate - Basic Improvements

Prepared By: PND Engineers, Inc., July 2011

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	\$374,800	\$374,800
2	Demolition and Disposal	LS	All Req'd	\$200,000	\$200,000
3	New Sheet Pile Face Wall	LF	360	\$3,000	\$1,080,000
4	New Sheet Pile End Walls	LF	40	\$3,200	\$128,000
5	New Drilled, Grouted Tie-Rod Anchors	EA	45	\$30,000	\$1,350,000
6	New Waler Assembly	LF	400	\$500	\$200,000
7	Shot Rock Fill	EA	5000	\$50	\$250,000
8	New C.I.P. Concrete Bulkhead Cap	LF	400	\$600	\$240,000
9	New CP System (Anodes)	LS	All Req'd	\$100,000	\$100,000
10	New Timber Fender System	LS	All Req'd	\$400,000	\$400,000
ESTIMATED CONSTRUCTION BID PRICE					\$4,322,800
CONTINGENCY (20%)					\$864,560
ENVIRONMENTAL PERMITTING, FINAL DESIGN, CONTRACT ADMINISTRATION, CONSTRUCTION INSPECTION & OTHER INDIRECT COSTS (20%)					\$864,560
5 YEAR INFLATION (15%)					\$648,420
TOTAL RECOMMENDED PROJECT BUDGET					\$6,700,340





SITKA MARINE SERVICES CENTER BULKHEAD REPLACEMENT
ROM Budget Estimate - Upgraded Facility with Improved Cathodic Protection
Prepared By: PND Engineers, Inc., September 19, 2011

Item	Item Description	Units	Quantity	Unit Cost	Amount
1	Mobilization	LS	All Req'd	\$515,500	\$515,500
2	Demolition and Disposal	LS	All Req'd	\$200,000	\$200,000
3	Sheet Pile Face Wall, Galvanized	LF	360	\$3,300	\$1,188,000
4	Sheet Pile End Walls, Galvanized	LF	40	\$3,500	\$140,000
5	Drilled & Grouted Tie-Rod Anchors	EA	45	\$40,000	\$1,800,000
6	Steel Waler Assembly, Galvanized	LF	400	\$600	\$240,000
7	Shot Rock Fill, Vibrocompacted	CY	5,000	\$60	\$300,000
8	Drainage Improvements	LS	All Req'd	\$75,000	\$75,000
9	C.I.P. Concrete Bulkhead Cap	LF	400	\$1,000	\$400,000
10	Cathodic Protection System (Anodes)	LS	All Req'd	\$100,000	\$100,000
11	Energy Absorbing Fender System	LF	360	\$1,700	\$612,000
12	Area Lighting	LS	All Req'd	\$100,000	\$100,000
ESTIMATED CONSTRUCTION BID PRICE					\$5,670,500
CONTINGENCY (20%)					\$1,134,100
ENVIRONMENTAL PERMITTING, FINAL DESIGN, CONTRACT ADMINISTRATION, CONSTRUCTION INSPECTION & OTHER INDIRECT COSTS (20%)					\$1,134,100
2 YEAR INFLATION (6%)					\$340,230
TOTAL RECOMMENDED PROJECT BUDGET					\$8,278,930



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-246 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: Reschedule the second regular meeting in December due to the Christmas Eve holiday

Sponsors:

Indexes:

Code sections:

Attachments: [Reschedule Dec 2019](#)

Date	Ver.	Action By	Action	Result
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Reschedule the second regular meeting* in December due to the Christmas Eve holiday

Possible alternatives:

- Wednesday, December 18
- Thursday, December 19
- Monday, December 23
- Thursday, December 26

Assembly Calendar											
Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
December 2019											
Monday		Tuesday		Wednesday		Thursday		Friday			
2		3		4	6:00pm Library Commission - Liaison Christianson 6:00pm School Board - Liaison Mosher 7:00pm Planning Commission - Liaison Mosher	5		6			
9		10	12:00pm Parks & Rec - Liaison Knox 5:00pm Work Session: Lincoln Street Project 6:00pm Regular Assembly Mtg	11	6:00pm Historic Preservation - Liaison Mosher 6:00pm Port & Harbors Commission - Liaison Knox	12	12:00pm LEPC - Liaison Nelson 1:30pm Health Needs & Human Services - Liaison Wein	13			
16		17	12:00pm Tree & Landscape - Liaison Wein	18	7:00pm Planning Commission - Liaison Mosher	19		20			
23		24	6:00pm Regular Assembly Mtg	25	HOLIDAY 6:00pm Police and Fire - Liaison Nelson	26		27			
30		31		1	6:00pm Library Commission - Liaison Christianson HOLIDAY 7:00pm Planning Commission - Liaison Mosher	2		3			



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 19-247 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 11/5/2019 In control: City and Borough Assembly

On agenda: 11/12/2019 Final action:

Title: 1) Legal Matter - Alaska Public Entity Insurance Proposed Assignment Agreement, and, 2) Financial Matter - Baranof Island Brewing Company Debt Collection

Sponsors:

Indexes:

Code sections:

Attachments: [Motion APEI Proposed Assignment](#)
[Motion BIBCO](#)

Date	Ver.	Action By	Action	Result
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Executive Session

POSSIBLE MOTIONS

Step 1:

I MOVE to go into executive session to discuss a legal matter affecting the municipality, i.e., a proposed assignment of claims to the City and Borough of Sitka insurer Alaska Public Entity Insurance against various other insurers related to the cases and claims arising out of the Kramer Avenue landslide of 2015.

Step 2:

I MOVE to reconvene as the Assembly in regular session.

*Sitka General Code 2.04.020 Meetings

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

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

Executive Session

POSSIBLE MOTIONS

Step 1:

I MOVE to go into executive session with Chief Finance and Administrative Officer Jay Sweeney to discuss matters related to Baranof Island Brewing Company debt collection, the immediate knowledge of which would adversely affect the finances of the City and Borough of Sitka.

Step 2:

I MOVE to reconvene as the Assembly in regular session.

*Sitka General Code 2.04.020 Meetings

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

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