



# 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**

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

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Tuesday, September 22, 2020

6:00 PM

Assembly Chambers

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#### REGULAR MEETING

**I. CALL TO ORDER**

**II. FLAG SALUTE**

**III. ROLL CALL**

**IV. CORRESPONDENCE/AGENDA CHANGES**

[20-193](#) Reminders, Calendars, and General Correspondence

Attachments: [Reminders and Calendars](#)

**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)**

[20-183](#) SEARHC President Charles Clement: Sitka's Integrated Health Care System - 6 Month Report

Attachments: [SEARHC\\_2020\\_Executive\\_CBS 2-Pg Report](#)

**VII. PERSONS TO BE HEARD**

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

**VIII. CONSENT AGENDA**

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

- A**      [20-187](#)      Approve a standard marijuana cultivation facility license renewal application for Darren H. Phillips dba Fiberflite at 120 Jarvis Street Unit C

**Attachments:**   [Motion and Memos Fiberflite](#)  
[13577 Renewal Local Government Notice](#)  
[13577 Renewal Online Application Redacted](#)  
[13577 MJ-20 Renewal Application Certifications](#)  
[13577 POPPP](#)

**IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS**

- B**      [20-186](#)      Appoint Wendy Alderson to an unexpired term on the Planning Commission

**Attachments:**   [Motion Alderson](#)  
[Planning Commission Alderson Application](#)

- C**      [20-184](#)      Appoint one to a two-year term on the Gary Paxton Industrial Park Board of Directors: Vaughn Morrison (incumbent), Chris Ystad

**Attachments:**   [Motion GPIIP Board](#)  
[GPIIP Morrison Application](#)  
[GPIIP Ystad Application](#)  
[GPIIP Roster](#)

- D**      [20-185](#)      Appoint one to a three-year term on the Police and Fire Commission: Gary Oines, Samuel L. Pointer Jr., Wayne Young

**Attachments:**   [Motion Police and Fire Commission](#)  
[Police & Fire Oines Application](#)  
[Police & Fire Pointer Application](#)  
[Police & Fire Young Application](#)  
[Police & Fire Roster](#)

**X. UNFINISHED BUSINESS:**

None.

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

- E      [ORD 20-49](#)      Making supplemental appropriations for fiscal year 2021 (using COVID-19 funds for harbor restrooms)  
                         **Attachments:** [Motion Ord 2020-49](#)  
   [Memo Ord 2020-49](#)  
   [Ord 2020-49](#)
- F      [ORD 20-50](#)      Amending Title 11 "Vehicles and Traffic" of the Sitka General Code by adding Chapter 11.80 "Permanent Motor Vehicle and Trailer Registration"  
                         **Attachments:** [Motion Ord 2020-50](#)  
   [Memo Ord 2020-50](#)  
   [Ord 2020-50](#)

**Additional New Business Items**

- G      [20-190](#)      Discussion / Direction / Decision of a final City and Borough of Sitka seal design to bring forward for Assembly approval on October 13  
                         **Attachments:** [Discussion Direction Decision city seal](#)  
   [City Seal Designs](#)  
   [City Seals\\_ Letterhead Mock-Ups](#)  
   [City Seals\\_ Business Card Mock-Ups](#)
- H      [RES 20-27](#)      Declaring an economic disaster in the City and Borough of Sitka due to COVID-19 and poor regional returns of all salmon species  
                         **Attachments:** [Motion Res 2020-27](#)  
   [Res 2020-27](#)
- I      [20-191](#)      Approve hire offer for Craig Warren as Fire Chief  
                         **Attachments:** [Motion Fire Chief](#)  
   [Memo Warren Hire](#)  
   [Craig Warren Offer Letter Fire Chief](#)  
   [Warren Resume.](#)
- J      [20-188](#)      Discussion / Direction / Decision of the Municipal Administrator's annual recommended transfer to the Public Infrastructure Sinking Fund  
                         **Attachments:** [Motion PISF](#)  
   [Memo-Transfer to PISF FY2021](#)
- K      [20-189](#)      Update / Discussion on the CARES Act Working Group progress (public comment to be taken)  
                         **Attachments:** [Update CARES Act Working Group](#)

**XII. PERSONS TO BE HEARD:**

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

**XIII. REPORTS**

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

**XIV. EXECUTIVE SESSION**

*Not anticipated.*

**XV. ADJOURNMENT**

*Note: Detailed information on these agenda items can be found on the City website at <https://sitka.legistar.com/Calendar.aspx> or by contacting the Municipal Clerk's Office at City Hall, 100 Lincoln Street or 747-1811. A hard copy of the Assembly packet is available at the Sitka Public Library. Regular Assembly meetings are livestreamed through the City's website, aired live on KCAW FM 104.7, and broadcast live on local television channel 11. To receive Assembly agenda notifications, sign up with GovDelivery on the City website.*

*Sara Peterson, MMC, Municipal Clerk*

*Publish: September 18*





# CITY AND BOROUGH OF SITKA

## Legislation Details

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**File #:** 20-193      **Version:** 1      **Name:**

**Type:** Item      **Status:** AGENDA READY

**File created:** 9/17/2020      **In control:** City and Borough Assembly

**On agenda:** 9/22/2020      **Final action:**

**Title:** Reminders, Calendars, and General Correspondence

**Sponsors:**

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
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# **REMINDERS**

<b><u>DATE</u></b>	<b><u>EVENT</u></b>	<b><u>TIME</u></b>
<b>Tuesday, September 22</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>
<b>Thursday, September 24</b>	<b>Joint Work Session</b> Sitka School Board	<b>5:00 PM</b>
<b>Thursday, September 24</b>	<b>Special Meeting</b> Annual Award of General Fund Nonprofit Grants	<b>6:00 PM</b>
<b>Tuesday, October 13</b>	<b>Regular Meeting</b>	<b>6:00 PM</b>



## **Municipal Election Reminders**

Monday, September 21	First day of Advanced/Absentee voting at Harrigan Centennial Hall – Meeting Rooms 2 & 3 Weekdays through October 5 from 8:30 a.m. to 4:30 p.m.
Tuesday, October 6	Municipal Election
Wednesday, October 7	Advanced/Absentee/Questioned ballot counting begins at Harrigan Centennial Hall – Auditorium Time to be announced

# Assembly Calendar

2019 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec 2021

September 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30 <u>Aug</u>	31	1 <u>Sep</u>	2	3	4	5
			Christianson 6:00pm Library Commission - Liaison Christianson 6:00pm School Board - Liaison Mosher 7:00pm Planning Commission - Liaison Mosher	Christianson	Christianson	Christianson
6	7	8	9	10	11	12
		12:00pm Parks & Recreation - Liaison Knox 6:00pm Regular Assembly Mtg	5:00pm Tree & Landscape - Liaison Wein 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 needed		
13	14	15	16	17	18	19
			7:00pm Planning Commission - Liaison Mosher	2:00pm Investment Committee - Liaison Christianson 3:00pm GPIP - Liaison Christianson		
20	21	22	23	24	25	26
		6:00pm Regular Assembly Mtg	6:00pm Police and Fire - Liaison Nelson	5:00pm Joint Work Session with Sitka School Board 6:00pm Special Meeting: Annual Award of General Fund Non- Profit Grants		
27	28	29	30	1 <u>Oct</u>	2	3

# Assembly Calendar

[2019](#)
[Jan](#)
[Feb](#)
[Mar](#)
[Apr](#)
[May](#)
[Jun](#)
[Jul](#)
[Aug](#)
[Sep](#)
[Oct](#)
[Nov](#)
[Dec](#)
[2021](#)

October 2020

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



# CITY AND BOROUGH OF SITKA

## Legislation Details

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File #: 20-183      Version: 1      Name:

Type: Item      Status: AGENDA READY

File created: 9/15/2020      In control: City and Borough Assembly

On agenda: 9/22/2020      Final action:

Title: SEARHC President Charles Clement: Sitka's Integrated Health Care System - 6 Month Report

Sponsors:

Indexes:

Code sections:

Attachments: [SEARHC 2020 Executive CBS 2-Pg Report](#)

Date	Ver.	Action By	Action	Result
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# Sitka's Integrated Healthcare System

SEPTEMBER 2020 REPORT FOR THE CITY AND BOROUGH OF SITKA



## Committed to *High-Quality Healthcare*

Throughout the transition and into the future, all Sitka residents and visitors can expect to receive high-quality healthcare services from SouthEast Alaska Regional Health Consortium, including all former services and specialties offered by Sitka Community Hospital.

Pursuant to Schedule 6.15(b), SEARHC has continued to provide services requested by the City and Borough of Sitka, with similar or expanded scope and level of access. Services include:

### Acute Care

- Inpatient Medical

### Ancillary and Support Services

- Respiratory Therapy
- Radiology
- Laboratory

### Hospital Rehab Services

- Physical Therapy
- Occupational Therapy
- Speech Therapy
- Surgery
- Obstetrical Services
- Emergency Department Services
- Swing Bed Services

### Outpatient Services

- Primary Care
- Walk-In Clinic
- Infusion Services
- Home Health
- FASD Assessment Services

### Skilled Nursing Facility

- Long-Term Care

Attending provider assigned for Sitka Pioneer Home

Food services, including meal service to the jail

Laundry

### Specialty Care

We are committed to increasing access to Specialty Care services in Sitka. The following clinics and dates are currently scheduled:

- Cardiology: September 12, 28 and 29, October 9, 10, 26 and 27, November 6, 7, 23 and 24, December 5
- ENT: September 9 – 17, October 6 – 15, November 3 – 12, December 8 – 17
- Podiatry: September 1, 23 and 24
- Rheumatology: September 15 and 16, October 17 and 18
- Neurology: October 1 and 2, December 3 and 4

For an up-to-date schedule, please visit:

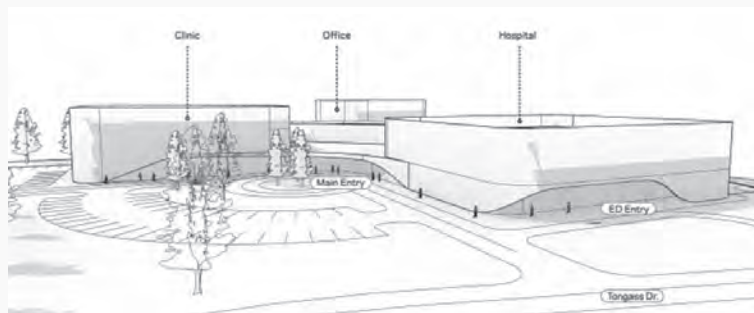
[searhc.org/service/traveling-specialty-clinics/](https://searhc.org/service/traveling-specialty-clinics/)

# Mt. Edgecumbe Medical Center Construction and Expansion

## Healthy is expanding here.

SEARHC will begin a multi-year project to rejuvenate and modernize its hospital campus in Sitka with a new, state-of-the-art healthcare facility that increases access to high-quality healthcare across the region. Mt. Edgecumbe Medical Center Construction and Expansion will bring added benefits to local and referred patients including:

- A new 25-bed critical access hospital with four operating rooms
- A new medical office building housing Primary Care, Specialty Clinics with 50 treatment rooms
- Increased access to Laboratory and Radiology services for both clinic and hospital



### CONSTRUCTION TIMELINE

1

FALL 2020  
Permitting

2

EARLY 2021  
Groundbreaking

3

2021–2024  
Construction

4

LATE 2024  
Hospital Opens

Upon completion of the new campus, the community of Sitka and patients across Southeast will benefit from enhanced services and a comprehensive continuum of care.

Visit [searhc.org/expansions](https://searhc.org/expansions) for updates and more information on SEARHC's commitment to delivering the highest possible care in Southeast.



# CITY AND BOROUGH OF SITKA

## Legislation Details

File #: 20-187 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 9/15/2020 In control: City and Borough Assembly

On agenda: 9/22/2020 Final action:

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

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Memos Fiberlite](#)  
[13577 Renewal Local Government Notice](#)  
[13577 Renewal Online Application\\_Redacted](#)  
[13577 MJ-20 Renewal Application Certifications](#)  
[13577 POPPP](#)

Date	Ver.	Action By	Action	Result
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# **CONSENT AGENDA**

## **POSSIBLE MOTION**

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**I MOVE TO APPROVE THE CONSENT AGENDA  
CONSISTING OF ITEM A**

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




# City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

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## MEMORANDUM

**To:** Mayor Paxton and Assembly Members  
**Thru:** John Leach, Municipal Administrator   
**From:** Sara Peterson, Municipal Clerk  
**Date:** September 16, 2020  
**Subject:** Approve standard marijuana cultivation facility license renewal application for Darren H. Phillips dba Fiberflite at 120 Jarvis Street Unit C

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Our office has received notification from the Alcohol and Marijuana Control Office of the following license renewal:

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

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

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



# City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

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## Memorandum

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

From: Sara Peterson, Municipal Clerk

Date: September 4, 2020

Subject: Renewal Standard Marijuana Cultivation Facility – Fiberflite

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The Municipal Clerk's Office has been notified by the Alcohol and Marijuana Control Office of a renewal for a standard marijuana cultivation facility license submitted by:

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

Please notify me **no later than noon on Monday, September 14** of any reason to protest this request. This license renewal is scheduled to go before the Assembly on September 22.

Thank you.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

September 1, 2020

City & Borough of Sitka

Attn: City & Borough of Sitka

Via Email: [sara.peterson@cityofsitka.org](mailto:sara.peterson@cityofsitka.org)  
[melissa.henshaw@cityofsitka.org](mailto:melissa.henshaw@cityofsitka.org)

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

☒ License Renewal Application ☐ Endorsement Renewal Application

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

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

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

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

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,

A handwritten signature in black ink, appearing to read 'Glen Klinkhart'.

Glen Klinkhart, Interim Director

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

# Alcohol & Marijuana Control Office

**License Number:** 13577

**License Status:** Active-Operating

**License Type:** Standard Marijuana Cultivation Facility

**Doing Business As:** FIBERFLITE

**Business License Number:** 1052278

**Designated Licensee:** DARREN H PHILLIPS

**Email Address:** fiberflite@gmail.com

**Local Government:** Sitka (City and Borough of)

**Local Government 2:**

**Community Council:**

**Latitude, Longitude:** 57.049904, -135.309382

**Physical Address:** 120 Jarvis Street  
Unit C  
Sitka, AK 99835  
UNITED STATES

## Licensee #1

**Type:** Individual

**Name:** DARREN H PHILLIPS

**SSN:** [REDACTED]

**Date of Birth:** [REDACTED]

**Phone Number:** 209-608-5500

**Email Address:** fiberflite@gmail.com

**Mailing Address:** PO BOX 645  
SITKA, AK 99835  
UNITED STATES

**Note:** No entity officials entered for this license.

**Note:** No affiliates entered for this license.

# Notice of Violation

Email

(3AAC 306.805)

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

Date: 8/27/19

License #/Type: 13577

Standard Cultivation

Designated Licensee: Darren Phillips

AMCO Case#:

DBA: Fiberflite

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

Mailing Address: PO BOX 645 SITKA, AK 99835

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

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

As of 8/26/2019, Fiberflite, 13577, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

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

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

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

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

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

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:



# Notice of Violation

Email

(3AAC 306.805)

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

Date: 9/18/19

License #/Type: 13577

Standard Cultivation

Designated Licensee: Darren H Phillips

AMCO Case#:

DBA: Fiberflite

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

Mailing Address: PO BOX 645 SITKA, AK 99835

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

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

As of 9/18/2019, Fiberflite, 13577, Standard Cultivation license, you were delinquent on your marijuana excise tax liability.

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

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

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

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

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

# Notice of Violation

Email

(3AAC 306.805)

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

Date: 10/17/19

License #/Type: 13577

Standard Cultivation

Designated Licensee: Darren H Phillips

AMCO Case#:

DBA: Fiberflite

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

Mailing Address: PO BOX 645 SITKA, AK 99835

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

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

As of 10/17/2019, Fiberflite, 13577, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

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

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

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:



# Notice of Violation

Email

(3AAC 306.805)

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

Date: 11/13/19

License #/Type: 13577

Standard Cultivation

Designated Licensee: Darren Phillips

AMCO Case#:

DBA: FIBERFLITE

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

Mailing Address: PO Box 645 Sitka, AK 99835

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

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

As of 11/8/2019, FIBERFLITE, 13577, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

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

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

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

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

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

Alcohol & Marijuana Control Office  
ATTN: Enforcement  
550 W. 7<sup>th</sup> Ave, Suite 1600  
Anchorage, Alaska 99501  
[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:

# Notice of Violation

Email

(3AAC 306.805)

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

Date: 2/20/20

License #/Type: 13577

Standard Cultivation

Designated Licensee: Darren Phillips

AMCO Case#:

DBA: FIBERFLITE

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

Mailing Address: 120 Jarvis Street Unit C Sitka, AK 99835

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As of 2/20/2020, FIBERFLITE, 13577, Standard Cultivation, you were delinquent on your marijuana excise tax liability.

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

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

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[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)

Issuing Investigator: J. Hoelscher

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Email

Date:



# Notice of Violation

(3AAC 306.805)

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

Date:

License #/Type:

Designated Licensee:

AMCO Case#:

DBA:

Premises Address:

Mailing Address:

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

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Issuing Investigator:

Received by:

SIGNATURE:

SIGNATURE:

Delivered VIA:

Date:

### Section 3: Violations and Charges- Letter of Explanation for Violations

Dear Amco,

This letter will serve as my explanation for violation type Delayed Payment in reference to my MJ-20 application renewal for 2020. There are causative factors for the receipt for this notice.

- The primary reason for my receipt of this notice is the same as anyone else who has received this notice, an unfair tax burden levied on the growers of marijuana in the state of Alaska. This should come as no surprise since it has widely reported in Newspapers across the country that include: US News and Word Report, The Chicago Tribune, and Alaska Dispatch News, etc.. The problem with this tax structure is twofold:
  - Unlike in other industries, where the manufacturer, wholesaler, and retailer would share the burden by each pay a percentage of their sales in taxes, the structure for marijuana taxes in Alaska burdens ONLY the marijuana grower with a flat tax. Like any other agricultural industry, the marijuana industry is subject to disease and pestilence that can affect crop yield. If I am unable to obtain a yield that makes my business profitable due to any of these factors the percentage of my sales that I pay to taxes increases. This can be a heavy burden for a new business that is also trying to pay rent, payroll, etc. Compound the taxes with this addition of interest and penalties and this can be devastating to a business.
  - In other agricultural businesses that are affected by decreased crop yields due to weather, pestilence, or disease the grower would compensate for his/her decreased yields by increasing the price of his crop. I am unable to compensate for my losses in yield by increasing my prices because the State of Alaska still maintains a thriving underground market that limits how much marijuana can be sold for in the retail market. Therefore, this limits the amount that I can sell my product for.





Alaska Marijuana Control Board

**Form MJ-20: Renewal Application Certifications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

Licensee:	DARRIN PHILLIPS	License Number:	13577		
License Type:	STANDARD MARIJUANA CULTIVATION FACILITY				
Doing Business As:	FIBERFITE				
Premises Address:	120 SARVIS STREET, UNIT C				
City:	SITKA	State:	Alaska	ZIP:	99835

**Section 2 – Individual Information**

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

Name:	DARRIN PHILLIPS
Title:	OWNER

**Section 3 – Violations & Charges**

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

Initials

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

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

I certify that a notice of violation has **not** been issued to this license between July 1, 2019 and June 30, 2020.

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

Initials

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

AUG 31 2020



## Form MJ-20: Renewal Application Certifications

## Section 4 - Certifications

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

Initials

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



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



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



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



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



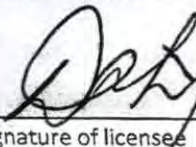
I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.



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



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

  
Signature of licensee

DARREN PHILIPS  
Printed name of licensee



Eric Harmon  
Notary Public in and for the State of Alaska

My commission expires: 2/14/21

Subscribed and sworn to before me this 25 day of June, 2020.

AMCO



### FIRST AMENDMENT TO COMMERCIAL LEASE

This First Amendment (*Amendment*) to that Commercial Lease (*Lease*) dated July 1, 2017, is made this 15 day of November 2017, by and between **Baranof Investments, LLC**, of Post Office Box 1874, Sitka, Alaska 99835, herein referred to as the *Landlord*, and, **Darren Phillips dba FiberFlite**, of Post Office Box 645, Sitka, Alaska 99035, herein referred to as the *Tenant*; and for valuable consideration, the receipt of which is acknowledged, the parties add a new subsection, and in furtherance thereof, agree:

1. Add new subsection 24.b.v., to read as:

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

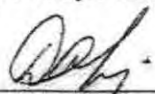
2. **Status of Lease.** Except as otherwise specifically provided in this First Amendment to the Lease, the Lease terms, conditions, and covenants shall continue in full force and effect as a legal, binding and enforceable agreement.

IN WITNESS, WHEREOF, the Landlord, and Tenant have hereunto set their hands, and this Lease shall be deemed effective this 15 day of November 2017.

**LANDLORD**  
**Baranof Investments, LLC**

By:   
Gary Smith, Member

**TENANT**  
**Darren Phillips dba FiberFlite**

By:   
Darren Phillips

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 15 day of November, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Gary

Smith, to me known to be the person who signed as a Member of **Baranof Investments, LLC.**, an Alaska limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that **Gary Smith** was duly qualified and acting as said member of said, that **Gary Smith** was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Eric Harmon  
Notary Public for Alaska  
Commission expires: 2/14/21



STATE OF ALASKA                    )  
  ) ss:  
FIRST JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 15 day of November, 2017, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Darren Phillips, to me known to be the owner of the Fiberflite, and, the person described in and who executed the above and foregoing instrument; and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

Eric Harmon  
Notary Public for Alaska  
Commission expires: 2/14/21





**COMMERCIAL LEASE  
(120 Jarvis Street)**

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

**1. Definitions**

**a. Basic Lease Information**

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

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

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

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

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

#### **b. Appendices**

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

**Appendix A**—Legal Description of Land

**Appendix B**—Building, Premise, Parking Area Diagram

**Appendix C**—Rules and Regulations

#### **2. Agreement**

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

#### **3. Term; Delivery of Premises; Tenant Improvements**

##### **a. Term**

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

##### **b. Acceptance**

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



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

**c. Tenant Improvements**

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

**4. Minimum Annual Rent; Security Deposit**

**a. Annual Rent**

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

**b. Security Deposit**

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

**5. Operating Expenses**

**a. Landlord Responsibilities**

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

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

**b. Tenant Responsibilities**

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

**c. Utilities and Taxes**

**i. Utilities**

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

**ii. Taxes**

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

**6. Insurance**

**a. Tenant's Liability Insurance**

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



**b. Worker's Compensation Insurance**

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

**c. Tenant's Casualty Insurance**

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

**d. Compliance with Regulations**

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

**e. Release and Waiver of Subrogation**

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

**f. General Requirements**

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

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

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

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

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

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

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

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

## **7. Use**

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

## **8. Compliance with Law**

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

## **9. Assignment and Subletting**

### **a. General**

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

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

**b. Information Re Landlord to Consider Assign or Sublet**

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

**c. Payments to Landlord**

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

**10. Rules and Regulations**

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



## **11. Holding Over**

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

## **12. Signs**

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

## **13. Alterations**

### **a. General**

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

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

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



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

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

#### 14. Protection from Liens

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

#### 15. End of Term

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

#### 16. Eminent Domain

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

#### 17. Damage and Destruction

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

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

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

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

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

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

#### **18. Subordination**

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

#### **19. Entry by Landlord**

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

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

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

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

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

## **20. Indemnification, Waiver and Release**

### **a. Indemnification**

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

### **b. Waiver and Release**

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

## **21. Environmental Provisions**

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



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

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

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

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

## **22. Quiet Enjoyment**

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

## **23. Effect of Sale**

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

## **24. Default**

### **a. Events of Default**

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



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

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

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

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

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

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

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

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

#### **b. Landlord's Remedies**

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

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

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



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

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

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

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

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

#### **c. Certain Damages**

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



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

**d. Continuing Liability After Termination**

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

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

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

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

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

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

**e. Cumulative Remedies**

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

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

**f. Waiver of Redemption**

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

**g. Survival**

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

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

**25. Parking**

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

**26. Security Agreement.**

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

**27. Term and Renewal Options**

**a. General**

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



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

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

**28. Miscellaneous**

**a. No Offer**

This Lease is submitted to Tenant with the understanding that it will not be considered an offer and will not bind Landlord in any way until Tenant has duly executed and delivered duplicate originals to Landlord and Landlord has executed and delivered one of such originals to Tenant.

**b. No Construction Against Either Party**

Landlord and Tenant acknowledge that each of them and their counsel have reviewed and negotiated this Lease and that this Lease will not be construed for or against either Landlord or Tenant.

**c. Time of the Essence**

Time is of the essence with respect to each provision of this Lease.

**d. Recordation**

Tenant may record a reasonable memorandum or short form of this Lease that has been executed by both Landlord and Tenant.

**e. No Waiver**

The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

**f. Limitation on Recourse**

No liability shall attach in favor of Tenant against any officer, director, shareholder, member, agent or employee of Landlord, and Tenant shall look solely to the interest of Landlord in the Building and Property for the satisfaction of Landlord's duties, obligations and liabilities arising under or in connection with this Lease.

**g. Estoppel Certificates**

At any time and from time to time but within ten (10) business days after prior written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any mortgage or deed of trust of the Building or the Land. Tenant's failure to deliver such a certificate within such time will be deemed to mean that the Lease is in full force and effect, there is no defaults and rent is not paid more than one (1) month in advance.

**h. Waiver of Jury Trial**

Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any other claims. Should a civil action be brought by either party against the other, it shall be brought in the state court at Sitka, Alaska before the court having subject matter jurisdiction of the dispute.

**i. No Merger**

The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option, (a) terminate all or any subleases and sub-tenancies or (b) operate as an assignment to Landlord of all or any subleases or sub-tenancies. Landlord's option under this Section 28.i will be exercised by written notice to Tenant and all known sub-lessees or subtenants in the Premises or any part of the Premises.

**j. Notices**

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Section 1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in this Section.

**k. Severability**

If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.



**l. Written Amendment Required**

No amendment, alteration, modification of, or addition to this Lease will be valid or binding unless in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications to the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, if no such modifications will materially adversely affect Tenant's rights and obligations under this Lease.

**m. Captions**

The captions of the various sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such sections.

**n. Authority**

Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

**o. Governing Law**

This Lease will be governed by and construed pursuant to the laws of the State of Alaska.

**p. Late Payments**

Any payment of rent that is not paid within five (5) days of its due date is subject to a late charge of five percent (5%) of the amount due, and shall accrue interest at the rate of ten and one-half percent (10.5%) per annum or the highest interest rate allowed by law, whichever is greater, from the date on which it was due until the date on which it is paid in full with accrued interest.

**q. Fees**

Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlord's reasonable costs incurred in reviewing the proposed action or consent, including, without limitation, reasonable attorneys', engineers' or architects' fees, within ten (10) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action. Tenant shall also reimburse Landlord for any attorney fees incurred in preparing and prosecuting demands associated with Tenant's breaches or defaults of this Lease. The substantially prevailing party in any litigation, appeal or bankruptcy proceeding shall be entitled to reimbursement of all reasonable attorney fees and litigation expenses.

**r. Binding Effect**

The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors, and assigns.

**s. Confidentiality**

Tenant agrees not to disclose the terms and conditions of this Lease to any third party without the prior written consent of Landlord.

t. **Entire Agreement**

This Lease, the exhibits, and addenda, if any, contain the entire agreement between Landlord and Tenant. Tenant shall not rely upon any previous representation, warranty, covenant or promise which is not incorporated into this Lease. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises or the Building. This Lease represents the complete understanding of Landlord and Tenant as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**Landlord:**  
**BARANOF INVESTMENTS, LLC.**

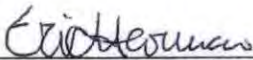
By:   
Gary Smith, Member

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

On this 30 day of June, ~~2017~~ <sup>2020</sup>, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Gary Smith**, to me known to be the person who signed as a Member of **Baranof Investments, LLC.**, an Alaska limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that **Gary Smith** was duly elected, qualified and acting as said member of said, that **Gary Smith** was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
Notary Public for Alaska  
Commission expires: \_\_\_\_\_

**Tenant:**

By:   
Darren Phillips

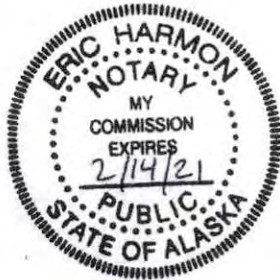
STATE OF ALASKA

)  
) ss:  
)

FIRST JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this 30 day of JUNE, ~~2017~~ <sup>2020</sup>, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Darren Phillips, to me known to be the owner of the Fiberlite, and, the person described in and who executed the above and foregoing instrument; and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



Eric Harmon  
Notary Public for Alaska  
Commission expires: 2/14/21

AMCO

AUG 31 2020



**APPENDIX A**  
**LAND LEGAL DESCRIPTION**

Lot 2A of the Sitka Projects Subdivision, Lot 1 and Lot 2 Lot Line Adjustment Plat according to Plat No. 99-9, records of the Sitka Recording District, First Judicial District, State of Alaska.



## APPENDIX C

### RULES AND REGULATIONS

1. Landlord has adopted a Uniform Signage Design Policy, to assure uniformity of signage placed on the 120 Jarvis Street Building. As stated in paragraph 12 of the Lease, Tenant shall pay the cost of signage, including installation. Other than signage conforming to the Uniform Signage Design Policy and approved by Landlord, no sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

2. Tenant shall not drill, screw or nail into the metal walls of the interior or exterior of the Premises, for any purpose.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises, or install a security alarm system that would prevent Landlord's entry in the event of an emergency or as otherwise permitted by the Lease, without first obtaining written consent from the landlord.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. Unless otherwise expressly agreed in writing by Landlord, Tenant shall not use, keep or permit any foul smelling, noxious gas or substance or hazardous material used, stored or present within the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
7. Unless otherwise expressly agreed in writing by Landlord, Tenant shall not use, store or keep any kerosene, gasoline or inflammable or combustible fluid or material within the Premises.
8. Landlord will direct electricians as to where and how telephone wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of

telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

9. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
10. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises, including the Parking Area, without the written consent of the Landlord.
11. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
12. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
13. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except when the address includes the Tenant's address.
14. The Building is a NO SMOKING Building. The Landlord shall require smoking be in designated areas, outside the Building. The Landlord shall not be required to provide special shelters, or protection from the elements, for smokers.
15. Storage, sale or consumption of illegal drugs or contraband at or near the Premises shall not be tolerated, and shall constitute a material breach of the Lease.
16. Parking for the Premises shall be exclusively within the designated "Parking Area" for each premise within the building as shown on **Appendix B**. The designated Parking Area for each premise, shall be used by Tenant only for parking. Tenant shall not store material, trash, debris, equipment, nonoperating vehicles, storage material, lumber, trash containers.
17. Dumpsters will be in located within the area designated on **Appendix B** as "Dumpsters". Tenant's shall dispose of refuse, trash, garbage only in a Dumpster located in the area shown on **Appendix B**, unless otherwise directed in writing by Landlord. Tenant shall only place items in the **Dumpsters** that are acceptable to the City and Borough of Sitka. Tenant shall not place hazardous substances, oils, toxic material, or any material not otherwise allowed by the city and Borough of Sitka in the **Dumpsters**.



# CITY AND BOROUGH OF SITKA

## Legislation Details

File #: 20-186 Version: 1 Name:  
Type: Item Status: AGENDA READY  
File created: 9/15/2020 In control: City and Borough Assembly  
On agenda: 9/22/2020 Final action:  
Title: Appoint Wendy Alderson to an unexpired term on the Planning Commission  
Sponsors:  
Indexes:  
Code sections:  
Attachments: [Motion Alderson](#)  
[Planning Commission Alderson Application](#)

Date	Ver.	Action By	Action	Result
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## **POSSIBLE MOTION**

**I MOVE TO** appoint Wendy Alderson to an unexpired term on the Planning Commission.





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

Board/Commission/Committee: Planning Commission  
Name: Wendy Alderson Preferred Phone: [REDACTED]  
Address: [REDACTED] Alternate Phone: [REDACTED]  
Email Address: [REDACTED] Fax Number: [REDACTED]  
Length of Residence in Sitka: 25 yrs Registered to vote in Sitka? ☒ Yes ☐ No  
Employer: Self

Organizations you belong to or participate in:

SFAC board member, SSSC member and volunteer, SCS member, SAVF volunteer, Sitka Trail Works member

Explain your main reason for applying:

I would like to be involved in the Planning process.

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

I have extensive experience as a home/rental "Diy'er"  
I am interested in Sitka's long term planning goals.  
I have been quite involved in Sitka's community as a volunteer for some time

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: 8/30/2020 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;

I would like to be considered for a position on the Planning Commission please.

I have been in Sitka for 25 years and I've watched the town grow and change. I'm lucky enough to own several small downtown rentals, as well as our downtown residence, and investing in the Sitka community and rehabbing several "fixer uppers" has been a positive experience.

I am interested in planning, building and infrastructure. I have worked on my own places and I've volunteered extensively on the Sitka Fine Arts Campus Revitalization.

If you will consider me, I will do my homework and try to be fair and impartial.  
Thank you, Wendy Anderson



## PLANNING COMMISSION

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
CHRIS SPIVEY 109 Lillian Drive	738-2524 c spi3050@yahoo.com	12/11/12	2/8/14 1/28/17 1/24/20 1/14/23	CHAIR
DARRELL WINDSOR PO Box 1973	738-4046 c dwindsor@gci.net	6/28/11	6/28/14 6/24/17 7/25/20 8/11/23	VICE CHAIR
RANDY HUGHEY 220 Lakeview Drive	738-2999 c randywhughey@gmail.com	2/24/15	10/23/15 10/13/18 10/23/21	
STACY MUDRY PO Box 1366	738-8693 stacym@sitkareadymix.com	8/27/19	8/27/22	
VICTOR WEAVER PO Box 2034	907-461-2031 alaskanengineer@gmail.com	11/27/18	4/26/19 5/14/22	Resigned 7/1/20
Amy Ainslie Planning Director	747-1815 amy.ainslie@cityofsitka.org			Staff Liaison
Ben Mejia Planner I	747-1814 ben.mejia@cityofsitka.org			Secretary
Kevin Mosher 100 Lincoln Street	752-0467 assemblymosher@cityofsitka.org			Assembly Liaison
Kevin Knox PO Box 6415	738-4664 assemblyknox@cityofsitka.org			Alternate Assembly Liaison

5 members from public, 3-year terms

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

Must be registered to vote

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

**CONFLICT OF INTEREST FORMS  
OATHS OF OFFICE**

Revised: August 12, 2020



# CITY AND BOROUGH OF SITKA

## Legislation Details

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File #: 20-184      Version: 1      Name:

Type: Item      Status: AGENDA READY

File created: 9/15/2020      In control: City and Borough Assembly

On agenda: 9/22/2020      Final action:

Title: Appoint one to a two-year term on the Gary Paxton Industrial Park Board of Directors: Vaughn Morrison (incumbent), Chris Ystad

Sponsors:

Indexes:

Code sections:

Attachments: [Motion GPIP Board](#)  
[GPIP Morrison Application](#)  
[GPIP Ystad Application](#)  
[GPIP Roster](#)

Date	Ver.	Action By	Action	Result
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## **POSSIBLE MOTION**

### **Step 1**

**I NOMINATE** Vaughn Morrison and Chris Ystad to  
serve on the Gary Paxton Industrial Park  
Board of Directors.

### **Step 2**

Discussion if desired

### **Step 3**

Be prepared to vote for one applicant.  
The Municipal Clerk will call the vote by random  
order. The applicant receiving four votes will be  
appointed.

	Morrison	Ystad
Mayor Paxton		
Mr. Eisenbeisz		
Mr. Mosher		
Mr. Knox		
Dr. Wein		
Ms. Nelson		
Mr. Christianson		

	Morrison	Ystad
Mayor Paxton		
Mr. Eisenbeisz		
Mr. Mosher		
Mr. Knox		
Dr. Wein		
Ms. Nelson		
Mr. Christianson		

	Morrison	Ystad
Mayor Paxton		
Mr. Eisenbeisz		
Mr. Mosher		
Mr. Knox		
Dr. Wein		
Ms. Nelson		
Mr. Christianson		

	Morrison	Ystad
Mayor Paxton		
Mr. Eisenbeisz		
Mr. Mosher		
Mr. Knox		
Dr. Wein		
Ms. Nelson		
Mr. Christianson		



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

Board/Commission/Committee: GPIP  
Name: VANGLU MORRISON Preferred Phone: [REDACTED]  
Address: [REDACTED] Alternate Phone: [REDACTED]  
Email Address: [REDACTED] Fax Number: [REDACTED]  
Length of Residence in Sitka: 32 YEARS Registered to vote in Sitka? X Yes     No  
Employer: STATE OF ALASKA  
Organizations you belong to or participate in:

SITKA VOLUNTEER FIRE DEPT.

Explain your main reason for applying:

TO UTILIZE THE PARK FOR THE BENEFIT OF THE COMMUNITY

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

LONG TIME RESIDENT WITH BACKGROUND IN MARINE INDUSTRY  
2 YEARS ON GPIP BOARD AND CURRENT VICE CHAIR.

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: 9-8-2020 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](mailto:melissa.henshaw@cityofsitka.org)



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

Board/Commission/Committee: Gary Paxton Industrial Park Board  
Name: Chris Stad Preferred Phone: [REDACTED]  
Address: [REDACTED] Alternate Phone: [REDACTED]  
Email Address: [REDACTED] Fax Number: \_\_\_\_\_  
Length of Residence in Sitka: 15 years Registered to vote in Sitka? ☒ Yes ☐ No  
Employer: Self-employed  
Organizations you belong to or participate in: I am the vice chair of the Port and Harbors Commission. I am on the board for the Northern Southeast Regional Aquaculture Association.

Explain your main reason for applying:

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

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: 9/1/2020 Signature: Chris Stad

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](mailto:melissa.henshaw@cityofsitka.org)



**Explain your main reason for applying:**

Over the past few years my involvement out at the GPIIP has grown. I am a Silver Bay fisherman, and being so, much of my fishing business is conducted out at the GPIIP. I currently sit on two boards, Port and Harbors, and NSRAA, that have interests out at the GPIIP. I also have lots of attentiveness in the new haul out facility and ensuring that Sitka gets the haul out that it needs. My hope is that in my becoming a member of the GPIIP board I could help make decisions that will benefit the people of Sitka.

**What background, experience or credentials will you bring to the board?**

As stated above I have been spending more and more of my time at the GPIIP, giving me first hand knowledge of how the park is being used. That knowledge could help in future projects the GPIIP may have. Being a member of two boards has given me tools and experience so that I may join the GPIIP board and instantly be a contributing member. Another benefit of being on the Port and Harbors commission and NSRAA board is that I have developed relationships with much of the fishing fleet and other community members, and they already come to me with their thoughts, concerns, and ideas. I believe these relationships will be extremely important on developing a haul out facility or any other projects that may occur at the GPIIP.

**Please disclose any potential conflicts of interest that may arise from your appointment:**

I have four potential conflicts of interest I should disclose. I am a member of Silver Bay Seafoods. I periodically work for Hanson Maritime. I periodically work for other local contractors that have in the past and may in the future do business with the city and or the GPIIP. I am a member of the NSRAA board. Though these may at times be considered a conflict of interest I think it has also given me a good understanding of how the GPIIP is being used, and will aid me and the board in making future decisions in developing and improving the park.

# Chris Ystad

## Professional Summary

Early in life I knew I wanted to own my own business someday, even though I did not yet know what that business would be. In high school I began collecting the tools I would need to make that happen by taking multiple accounting classes, finance classes, and joining the future business leaders of tomorrow club. I continued collecting my tools when I attended Pacific Lutheran University with the thought of obtaining my CPA license. In 2004 fate happened and I traveled to Sitka Alaska to work as a deckhand on a charter boat. I had found the livelihood and business direction I wanted to pursue, catching and selling fish from the north pacific.

## Highlights

- Business owner
- College educated
- Good grasp of accounting and finance
- Port and Harbor commissioner
- Self-motivated
- Well rounded
- Business leader of tomorrow
- NSRAA board member

## Experience

### Self-employed fisherman

June 2004 to Present

- Deckhand for Alaskan Reel Affair Charters from 2004 to 2005
- Deckhand/Deckboss on F/V Cloud Nine for salmon seine, power troll, and longline from 2006 to 2012
- Owner/ Captain of F/V Dixie II power troller 2009 to 2010
- Deckhand/Engineer/Skiffman on F/V Lisa Jean for salmon seine, and longline 2010 to 2020
- Owner/Captain of F/V Ocean Cape seiner 2017 to present

### Island Enterprise Inc

October 2006 to March 2015

- Equipment operator and carpenter

### Pellett Enterprise Inc

October 2015 to March 2016

- Carpenter

### Pacific Services

October 2016 to Present

- Equipment operator

### Hanson Maritime

2019 to Present

- Equipment operator

## Education

### Pacific Lutheran University

Graduated 2006

Bachelor of Arts degree in History with a minor in business, emphasis in accounting and finance



## **GARY PAXTON INDUSTRIAL PARK** **BOARD OF DIRECTORS**

<b>NAME</b>	<b>CONTACT NUMBERS</b>	<b>TERM STARTS</b>	<b>EXPIRES</b>	<b>CATEGORY</b>
SCOTT WAGNER 304 Nicole Drive	747-6850 w 747-3791 h scott_wagner@nsraa.org	11/25/14 6/28/16 6/26/18 7/14/20	6/24/16 6/28/18 6/26/20 7/14/22	CHAIR
VAUGHN MORRISON 114 Toivo Circle	738-0294 vmorrison26@yahoo.com	9/25/18	9/25/20	VICE CHAIR
AL STEVENS 2606 Sawmill Creek Road	747-7996 738-8237 c al.stevens@silverbayseafoods.com	8/27/19	3/26/21	Parrish's term
MIKE JOHNSON 2017 Cascade Creek Road	747-1401 966-4042 southeastmike@hotmail.com	8/27/19 4/14/20	4/24/20 4/14/22	
JAMAL FLOATE 4600 Sawmill Creek Road A	738-6699 renbuilt@gmail.com	8/11/20	3/26/21	At-Large
Garry White 329 Harbor Drive, #202	747-2660 747-7688 fax garrywhite@gci.net			GPIP Director
John Leach City & Borough of Sitka 100 Lincoln Street	747-1808 747-7403 fax john.leach@cityofsitka.org			Municipal Administrator
Thor Christianson 100 Lincoln Street	738-2491 assemblychristianson@cityofsitka.org			Assembly Liaison
Steven Eisenbeisz 208 Lincoln Street	738-9075 assemblyeisenbeisz@cityofsitka.org			Alternate Assembly Liaison
Makena Hardwick 329 Harbor Drive, #202	747-2660 747-7688 fax sedasitka@gmail.com			Secretary

Established by Ordinance 00-1568

Five members appointed by the Assembly for 2-year terms, one designated At-Large

Revised: August 12, 2020





# CITY AND BOROUGH OF SITKA

## Legislation Details

File #: 20-185 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 9/15/2020 In control: City and Borough Assembly

On agenda: 9/22/2020 Final action:

Title: Appoint one to a three-year term on the Police and Fire Commission: Gary Oines, Samuel L. Pointer Jr., Wayne Young

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Police and Fire Commission](#)  
[Police & Fire Oines Application](#)  
[Police & Fire Pointer Application](#)  
[Police & Fire Young Application](#)  
[Police & Fire Roster](#)

Date	Ver.	Action By	Action	Result
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## **POSSIBLE MOTION**

### **Step 1**

**I NOMINATE** Gary Oines, Samuel L. Pointer Jr., and Wayne Young to serve on the Police and Fire Commission.

### **Step 2**

Discussion if desired

### **Step 3**

Be prepared to vote for one applicant.  
The Municipal Clerk will call the vote by random order.  
The applicant receiving four votes will be appointed.

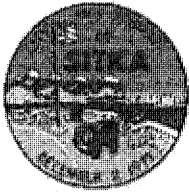
	Oines	Pointer	Young
Mayor Paxton			
Mr. Eisenbeisz			
Mr. Mosher			
Mr. Knox			
Dr. Wein			
Ms. Nelson			
Mr. Christianson			

	Oines	Pointer	Young
Mayor Paxton			
Mr. Eisenbeisz			
Mr. Mosher			
Mr. Knox			
Dr. Wein			
Ms. Nelson			
Mr. Christianson			

	Oines	Pointer	Young
Mayor Paxton			
Mr. Eisenbeisz			
Mr. Mosher			
Mr. Knox			
Dr. Wein			
Ms. Nelson			
Mr. Christianson			

	Oines	Pointer	Young
Mayor Paxton			
Mr. Eisenbeisz			
Mr. Mosher			
Mr. Knox			
Dr. Wein			
Ms. Nelson			
Mr. Christianson			





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

Board/Commission/Committee: POLICE & FIRE COMMISSION  
Name: GARY OINES Preferred Phone: [REDACTED]  
Address: [REDACTED] Alternate Phone: [REDACTED]  
Email Address: [REDACTED] Fax Number: [REDACTED]  
Length of Residence in Sitka: 46 years Registered to vote in Sitka? ☒ Yes ☐ No  
Employer: HAMES CORPORATION  
Organizations you belong to or participate in:

SITKA Assembly of God Church

Explain your main reason for applying:

to help SITKA REMAIN a SAFE & diverse community.

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

SEE STATEMENT.

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: 9/14/20 Signature: Willmer Gary Oines

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

## Melissa Henshaw

---

**From:** Gary Oines Oines [REDACTED]  
**Sent:** Tuesday, September 15, 2020 1:42 PM  
**To:** Melissa Henshaw  
**Subject:** Gary Oines statement - for appointment to Police and Fire Commission

I was raised in Petersburg, Alaska, graduating from high school there in 1962. I attended Lutheran Bible Institute in Seattle and Pacific Lutheran University in Tacoma, Washington, graduating from PLU in 1968 with a BA in English. I was inducted into the US Army in 1969 and spent a year as an infantryman in South Vietnam.

Returned to Petersburg and was employed as editor of the Petersburg Pilot newspaper for about a year. Served briefly on the Petersburg Charter Commission and the Petersburg City Council. In 1971 I was offered a position as a probationary Alaska State Trooper (letter attached). I declined the offer in order to work at the newspaper.

My wife Coralyn and I moved to Sitka in 1974. I was employed at Sitka Sound Seafoods in the maintenance department from 1974 until 2000. I worked at Gopherwood Builders supply from 2000 to 2002. I have worked in the maintenance department at Hames Corporation from 2002 until the present.

In Sitka I have served on the boards of Sitka Community Hospital and Kettleson Memorial Library. I was also appointed to the Alaska Public Broadcasting Commission by Governor Walter Hickel. And have served as chairman of the Republican Party for the Sitka area. I was a volunteer member of the police reserve in Sitka years ago, riding with officer Brent Robles.

In 1992 I was a candidate for the Alaska State House, Defeated by incumbent Rep. Ben Grussendorf.

My wife and I have three sons, all graduates of Sitka High School.

I believe in public service and appreciate the opportunity to serve on the Sitka Police & Fire Commission.

Sincerely

Gary Oines

# STATE OF ALASKA

## DEPARTMENT OF PUBLIC SAFETY

DIVISION OF TECHNICAL SERVICES

WILLIAM A. EGAN, Governor

POUCH N, CAPITOL BUILDING—JUNEAU 99801

September 28, 1971

Mr. Willmer G. Oines  
[REDACTED]

Dear Mr. Oines:

Your name has been certified to the Department of Public Safety as a qualified applicant for a position as an Alaska State Trooper. The successful completion of a background investigation and physical examination has made you eligible for appointment.

Please consider this letter an offer of employment as a probationary Alaska State Trooper effective October 16, 1971 in Anchorage. As soon as possible, please indicate your acceptance or refusal of this offer. Complete the attached uniform measurement chart and return it along with your acceptance.

Transportation to your initial duty station at Anchorage will have to be at your own expense.

The Department of Public Safety is looking forward to welcoming you as an Alaska State Trooper.

Very truly yours,

EMERY W. CHAPPLE, Jr.  
COMMISSIONER

*Sandra Withers*

By: Sandra Withers  
Personnel Officer

Enc.





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

Board/Commission/Committee: Police And Fire Commission

Name: Samuel Lee Pointer Jr Preferred Phone: [REDACTED]

Address: [REDACTED] Alternate Phone: [REDACTED]

Email Address: [REDACTED] Fax Number:                     

Length of Residence in Sitka: 5 years 10 months Registered to vote in Sitka? ☒ Yes ☐ No

Employer: The City and Borough of Sitka

Organizations you belong to or participate in:

Board member - Brave Heart volunteers, Board member - Sitka Pregnancy Center, Member - First Baptist Church Sitka,  
Chaplain - Mt. Verstovia Lodge No. 18 Sitka Alaska, Commandant - Sitka Marine Corps League,  
Member - Sitka Elks Lodge No 1662,

Explain your main reason for applying:

My love for my new hometown, paired with my valued shared by the men and women of the Sitka Police and Fire department to provide public safety, reduce crime, and enhance quality of life through public service with courage integrity and respect for the Citizens of Sitka. My focus will be ongoing improvements that increase the safety for life, property, and personnel.

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

4 Years USMC, 3 years Criminal Justice studies - Univ. of Missouri - St. Louis (non-degree),  
20+ years combined health services - First-Aid, Patient Care Tech, Direct Services Provider, Certified Nursing Assistant,  
30+ years of community service and volunteerism

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: 9/16/2020 Signature: [Handwritten 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](mailto:melissa.henshaw@cityofsitka.org)

Samuel Lee Pointer, Jr.



September, 16 2020

Melissa Henshaw, CMC  
Deputy Clerk/Records Specialist  
City and Borough of Sitka  
100 Lincoln Street \* Sitka, AK 99835

To the Citizens and Assembly of The City and Borough of Sitka

I am writing to apply for the vacant position on Police & Fire Commission. I am confident that my community involvement, work history, and overall character are well-aligned with the role and that I would be an excellent fit for the position.

As stated in my application, my core beliefs concerning public safety and welfare parallel those charged with the task of providing these services. I feel I would be a good addition to the commission.

During my time in Sitka I served in several capacities and gained rapport of citizens-neighbor-friends. I eagerly want to take a mark at the next level and apply my service in this setting. My undergraduate studies and my community activities have given me an insight on the public safety needs of the people and personnel serving the City of Sitka.

I believe that my experience and track record make me an excellent. Thank you for your time and consideration. I look forward to hearing from you.

Sincerely

A handwritten signature in cursive script, appearing to read 'Samuel L. Pointer Jr.', followed by the number '22'.

Samuel L. Pointer Jr



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

Board/Commission/Committee: Police and Fire Commission

Name: Wayne Young

Preferred Phone: [REDACTED]

Address: [REDACTED]

Alternate Phone: [REDACTED]

Email Address: [REDACTED]

Fax Number: [REDACTED]

Length of Residence in Sitka: 20 years

Registered to vote in Sitka? ☒ Yes ☐ No

Employer: Alaska Housing Finance Corporation

Organizations you belong to or participate in:

Sitka Fire Department, volunteer

Explain your main reason for applying:

Support the community of Sitka.

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

As a life long Sitka resident want to show no matter your age you can serve on board where you have interest and insight that can be shared. As a member of a collective board want to help advise the Assembly on police and fire department matters.

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.

No known conflicts

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: 9/13/2020

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](mailto:melissa.henshaw@cityofsitka.org)



Wayne Young



September 13, 2020

Dear Mrs. Henshaw,

I would like to be considered for the open Police and Fire Commission board position for the City of Sitka. By serving on the Police and Fire Commission I would be supporting the community of Sitka by providing advisory guidance to the Assembly.

Sitka has always been my home and I am grateful to live and work within Sitka. After graduating from Sitka High School, I have attended and qualified as an Emergency Medical Technician and as a Certified Nursing Assistant within the State of Alaska. Currently I am a volunteer with the Fire Department and have worked in many capacities fundraising for school sports programs.

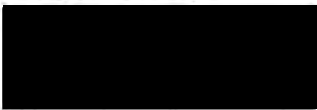
Formerly worked with the School District as a summer maintenance worker and currently working with Alaska Housing Finance Corporation as the Sitka facilities Maintenance Mechanic, my primary duties are performing building maintenance and supervise staff and contractors for facilities maintenance at Paxton Manor and Swan Lake apartments.

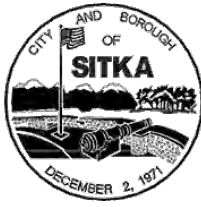
Being part of this commission would be an honor and I would be enthusiastic to be part of this team. Thank you for your consideration.

Respectfully,



Wayne Young





## POLICE AND FIRE COMMISSION

NAME	CONTACT NUMBERS	TERM STARTS	EXPIRES	CATEGORY
GREGG OLSON 138 Wolff Drive	907-830-9792 gregg.m.olson@gmail.com	11/12/19	11/12/22	CHAIR
JAMES MELLEMA 2304 A Halibut Point Rd	752-0412 nitejazz@mac.com	1/12/16	1/12/19 1/8/22	VICE CHAIR
LOYD PLATSON 805 Charles Street	747-3636 ext 226 623-7560 lplatson@scpsak.org	9/22/15	9/22/18 10/9/21	
NEIL AKANA 2220 Sawmill Creek Rd	747-8960 808-960-3238 npakana@hotmail.com	11/8/18	11/8/21	
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: January 23, 2020



# CITY AND BOROUGH OF SITKA

## Legislation Details

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File #: ORD 20-49    Version: 1    Name:

Type: Ordinance    Status: AGENDA READY

File created: 9/15/2020    In control: City and Borough Assembly

On agenda: 9/22/2020    Final action:

Title: Making supplemental appropriations for fiscal year 2021 (using COVID-19 funds for harbor restrooms)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2020-49](#)  
[Memo Ord 2020-49](#)  
[Ord 2020-49](#)

Date	Ver.	Action By	Action	Result
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## **POSSIBLE MOTION**

**I MOVE TO** approve Ordinance 2020-49 on first reading making supplemental appropriations for fiscal year 2021 *(using COVID 19 funds for harbor restrooms)*.




# City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

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## MEMORANDUM

**To:** Mayor Paxton and Assembly Members

**Thru:** John Leach, Municipal Administrator 

**From:** Stan Eliason, Harbormaster

**Date:** September 1, 2020

**Subject:** COVID-19 Mitigation Funds for Harbor Restrooms

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### **Background**

The CBS received \$367,905 from the State of Alaska Department of Commerce, Community, and Economic Development, for the purpose of mitigating the spread of COVID-19. The sources of these funds, totaling \$8.5 million, are the commercial passenger vessel environmental compliance fund (AS 46.03.482) and the commercial vessel passenger tax account (AS 43.52.230(a)). AS 46.03.482 governs the Department of Environmental Conservation and states that the monies in the fund are primarily intended “for the department’s operational costs necessary to carry out activities under AS 46.03.460 — 46.03.490 relating to commercial passenger vessels.” These activities primarily consist of monitoring wastewater discharges from commercial passenger vessels for compliance with water quality standards.

AS 43.52.230(a) is a statute of the Department of Revenue governing the “commercial vessel passenger tax account.” Subject to appropriation, under (b) of this section monies may be distributed to cities and boroughs “for port facilities, harbor infrastructure, and other services provided to the commercial passenger vessels and the passengers on board those vessels.” Under (d) of this section, appropriations may be made to “(1) improve port and harbor infrastructure, (2) provide services to commercial passenger vessels and the passengers on board those vessels, or (3) improve the safety and efficiency of the interstate and foreign commerce activities in which the vessels and the passengers on board those vessels are engaged.”

### **Analysis**

Sitka, like many other coastal communities rely on tourism to support the tax base. Sitka is also home to one of the largest commercial fishing fleets in Southeast Alaska.

The grant funding would be used to upgrade our restroom facilities by installing motion activated fixtures. The restrooms (5) primarily serve the boating community. However, tourists often use them prior to, and after their guided charter. Non guided tourists are also attracted to the many diverse commercial fishing vessels moored in the harbor system. Simply said. the restrooms are shared.

### **Fiscal Note**

Restroom facilities located at the various harbors are owned by both the general fund and the harbor fund. There is an existing appropriation in the general fund (funded from working capital from the General Fund, the Harbor Fund and the CPET fund). After meeting other harbor restroom safety upgrades, we will be able to reduce some of existing appropriations of working capital. We propose the following:

#### **General Fund:**

Decrease capital appropriations for the Crescent Harbor Restroom Update of working capital by \$70,000 (with \$24,000 returning to the General Fund and \$24,000 returning to the Harbor Fund and \$22,000 returning to the CPET fund) and increase capital appropriations for grant funds by \$87,905. Increase capital appropriation of grant funds for the Lake and Lincoln restrooms by \$65,000

#### **Harbor Fund:**

Increase appropriations for grant funds to upgrade to all other Harbor Fund restrooms by \$215,000.

### **Recommendation**

Approve ordinance 2020-49 making supplemental capital appropriations to upgrade the harbor restrooms to prevent the spread of COVID-19.



## CITY AND BOROUGH OF SITKA

## ORDINANCE NO. 2020-49

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA MAKING SUPPLEMENTAL  
APPROPRIATIONS FOR FISCAL YEAR 2021  
(Using COVID-19 Funds for Harbor Restrooms)**

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

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

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

3. **PURPOSE.** The purpose of this ordinance is to make a supplemental capital appropriation for FY2021.

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, 2020 and ending June 30, 2021.

<u>FISCAL YEAR 2021 EXPENDITURE BUDGETS</u>
<u>CAPITAL PROJECTS</u>
<p><b>Fund 700 – Crescent Harbor Restroom upgrade-decrease appropriation of working capital by \$70,000 (with funds returning to the Harbor Fund (-\$24,000), the General Fund (-\$24,000), and to the CPET fund (-\$22,000)) and increase appropriation by \$87,905 with funds coming from State of AK COVID-19 grant funding.</b></p> <p><b>Fund 700 – Lake and Lincoln Restroom Upgrade: Increase appropriations in the amount of \$65,000 with funds coming from State of AK COVID-19 grant funding</b></p> <p><b>Fund 750 – Harbor Restrooms Upgrade Project: Increase appropriations in the amount of \$215,000 with funds coming from the State of AK COVID-19 grant funding.</b></p>

**Explanation**

The grant funding would be used to upgrade our restroom facilities by installing motion activated fixtures. The restrooms primarily serve the boating community. However, tourists often use them prior to, and after their guided charter. Non guided tourists are also attracted to the many diverse commercial fishing vessels moored in the harbor system. The upgrade to the restrooms will help prevent the spread of COVID-19.

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 13th Day of October 2020.

**ATTEST:**

\_\_\_\_\_  
Gary L. Paxton, Mayor

\_\_\_\_\_  
Sara Peterson, MMC  
Municipal Clerk

1<sup>st</sup> reading 9/22/2020

2<sup>nd</sup> and final reading 10/13/2020

Sponsor: Administrator



# CITY AND BOROUGH OF SITKA

## Legislation Details

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File #: ORD 20-50    Version: 1    Name:

Type: Ordinance    Status: AGENDA READY

File created: 9/16/2020    In control: City and Borough Assembly

On agenda: 9/22/2020    Final action:

Title: Amending Title 11 "Vehicles and Traffic" of the Sitka General Code by adding Chapter 11.80  
"Permanent Motor Vehicle and Trailer Registration"

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2020-50](#)  
[Memo Ord 2020-50](#)  
[Ord 2020-50](#)

Date	Ver.	Action By	Action	Result
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Sponsors: Knox / Eisenbeisz

## **POSSIBLE MOTION**

**I MOVE TO** approve Ordinance 2020-50 on first reading amending Title 11 "Vehicles and Traffic" of the Sitka General Code by adding Chapter 11.80 "Permanent Motor Vehicle and Trailer Registration".



# City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

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## MEMORANDUM

**To:** Mayor Paxton and Assembly Members  
John Leach, Municipal Administrator

**From:** Assembly Members Knox and Eisenbeisz

**Date:** September 16, 2020

**Subject:** Approval of Ordinance 2020-50: Permanent Vehicle and Trailer  
Registration "Z" Tabs

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The State of Alaska allows unorganized boroughs and organized boroughs that pass code language allowing local residents to be eligible for permanent registration for noncommercial trailers and 8 year-old or older vehicles. To date there are 8 organized boroughs and the Municipality of Anchorage, opting into eligibility.

This option will provide Sitka residents the option of applying for permanent registration or a "Z" tab, providing convenience and potential savings over time if owner retains the vehicle or trailer for several years.

While the City and Borough of Sitka does not have registration fees for vehicles or trailers, the State of Alaska levies such fees and shares some of that revenue with the city in which the vehicle is registered. Enacting this ordinance would mean a reduction of the revenue shared with the CBS. Past total revenue shared with Sitka is as follows:

FY 2018 - \$92,790  
FY 2019 - \$84,188  
FY 2020 - \$76,607

Revenue totals include all passenger vehicles, trucks, buses, vans, motorhomes, motorcycles, boats, ATV's, snowmachines and commercial and non commercial trailers. The actual reduction in CBS shared revenue will depend on how many residents take advantage of their eligibility and how often a vehicle changes ownership. A request has been submitted to Alaska DOT for data to put together estimates on revenue loss to the CBS.

Alaska program eligibility and rules as follows:



- *If eligible, and your registration expires January 31, 2015, or later, you can pay a one-time \$25 permanent registration fee along with registration fees and motor vehicle registration taxes. At that time you will be issued a permanent "Z" tab and will not have to renew your registration again.*
- *The effective date of this bill is January 1, 2015, so only vehicles with registrations expiring January 31, 2015, or later are eligible for permanent registration. If your registration expired in October 2014 and you want to wait until January to permanently register your vehicle, you will not be allowed because the law was not in effect when your registration expired. Instead, you will be required to renew your biennial registration for another cycle because the option for a permanent registration did not exist at the time your registration expired.*
- *If you purchase a vehicle with a permanent tab, you must pay full registration fees and motor vehicle registration taxes (if applicable). If you wish to permanently register the vehicle you must also pay an additional \$25.*
- *If you sell a vehicle with a permanent tab, the new owner may elect to permanently register the vehicle by paying \$25, full registration fees, and motor vehicle registration taxes (if applicable).*

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2020-50

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 11  
“VEHICLES AND TRAFFIC” OF THE SITKA GENERAL CODE BY ADDING CHAPTER  
11.80 “PERMANENT MOTOR VEHICLE AND TRAILER REGISTRATION”**

**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 permit the permanent registration of non-commercial motor vehicles if the motor vehicle is at least eight years old and the owner resides in the City and Borough of Sitka (the “CBS”). It is also the purpose of this ordinance to permit the permanent registration of non-commercial trailers if the owner resides in the CBS. AS 28.10.155(a) and AS 28.10.421(j) permit such permanent registrations when authorized by passage of an appropriate ordinance of the unorganized borough or municipality seeking permanent registrations. This is such an appropriate ordinance. The intent of this ordinance to take advantage of the State of Alaska permanent registration laws which would provide the benefits of convenience and reduced fees and taxes to eligible motor vehicle and trailer owners within the CBS. The CBS does not require the registration of motor vehicles and trailers. The State of Alaska does require the registration of motor vehicles and trailers, along with the payment of attendant fees and taxes.

**4. ENACTMENT.** NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Title 11, entitled “Vehicles and Traffic”, be amended by adding Chapter 11.80, entitled “Permanent Motor Vehicle and Trailer Registration”, and Sections 11.80.010, entitled “Motor vehicles”, Section 11.80.020, entitled “Trailers”, and Section 11.080.030, entitled “Application, fees and taxes”, to read as follows (deleted language stricken, new language underlined):

**Title 11  
VEHICLES AND TRAFFIC**

**Chapters:**

\* \* \*

**11.80 Permanent Motor Vehicle and Trailer Registration**

\* \* \*

**Chapter 11.80  
PERMANENT MOTOR VEHICLE AND TRAILER REGISTRATION**

**Sections:**

11.80.010 Motor vehicles.  
11.80.020 Trailers.

11.80.030 Application, fees and taxes.

\* \* \*

**11.80.010 Motor vehicles.**

Pursuant to the authority granted under AS 28.10.155(a), the owner of a motor vehicle, other than a commercial motor vehicle, that is required to be registered under Title 28, Chapter 10, of the Alaska Statutes, may elect to register the motor vehicle permanently in lieu of registration under AS 28.10.108 if the vehicle is at least eight years old and owner resides in the city and borough of Sitka. The permanent registration expires when the owner transfers or assigns the owner's title or interest in the vehicle. A permanent registration may not be renewed.

**11.80.020 Trailers.**

Pursuant to the authority granted under AS 28.10.421(j), when a person registers a trailer not used or maintained for the transportation of persons or property for hire or for other commercial use, including a boat trailer, baggage trailer, box trailer, utility trailer, house trailer, travel trailer, or trailer rented or offered for rent, the person may choose to register the trailer permanently if the person resides in the city and borough of Sitka.

**11.80.030 Application, fees, and taxes.**

The proper application, fees, and taxes required for permanent registration of motor vehicles and trailers, as well as issuance of a permanent registration, shall be as required and provided under Title 28, Chapter 10, of the Alaska Statutes.

\* \* \*

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

**PASSED, APPROVED, AND ADOPTED** by the Assembly of the City and Borough of Sitka, Alaska, this 13<sup>th</sup> day of October, 2020.

\_\_\_\_\_  
Gary L. Paxton, Mayor

ATTEST:

\_\_\_\_\_  
Sara Peterson, MMC  
Municipal Clerk

1<sup>st</sup> reading 9/22/2020

2<sup>nd</sup> and final reading 10/13/2020

Sponsors: Knox and Eisenbeisz



# CITY AND BOROUGH OF SITKA

## Legislation Details

File #: 20-190 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 9/15/2020 In control: City and Borough Assembly

On agenda: 9/22/2020 Final action:

Title: Discussion / Direction / Decision of a final City and Borough of Sitka seal design to bring forward for Assembly approval on October 13

Sponsors:

Indexes:

Code sections:

Attachments: [Discussion Direction Decision city seal](#)  
[City Seal Designs](#)  
[City Seals Letterhead Mock-Ups](#)  
[City Seals Business Card Mock-Ups](#)

Date	Ver.	Action By	Action	Result
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Sponsors: Knox / Eisenbeisz

**Discussion / Direction / Decision**  
of a final City and Borough of Sitka seal design to  
bring forward for Assembly approval on October 13.



# City Seal Redesign

# Review of Process

- Public comment and input received from STA, Board and Commissions, online survey, open house, guided discussion (zoom)
- Results reviewed by Assembly on 8/25
  - Assembly provided direction to narrow down to top 5 entries
  - Feedback was provided to artists with opportunity to modify entries
  - Results presented tonight
- Proposed next-steps
  - Review final entries and come to consensus on top choice
  - Resolution on 10/13 to adopt new seal

# Reminder of Entries

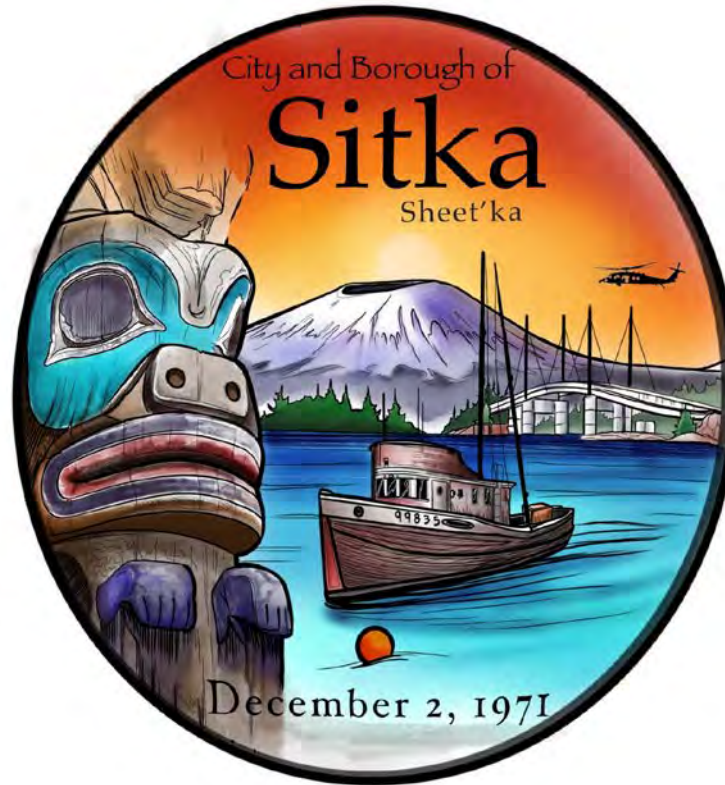
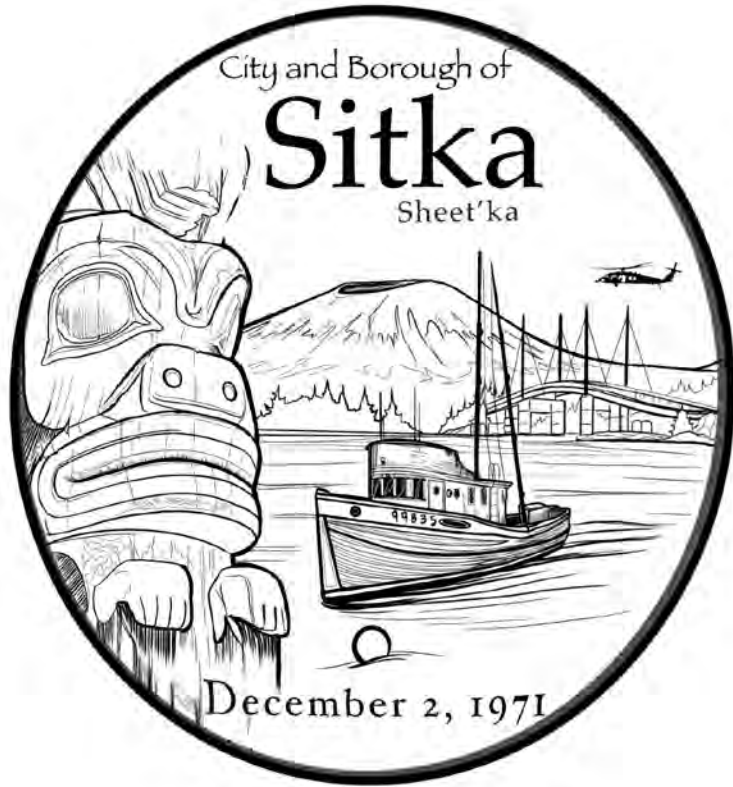
## Entry #4





# Reminder of Entries

## Entry #5



# Reminder of Entries

## Entry #6





# Reminder of Entries

## Entry #10



# Reminder of Entries

## Entry #12



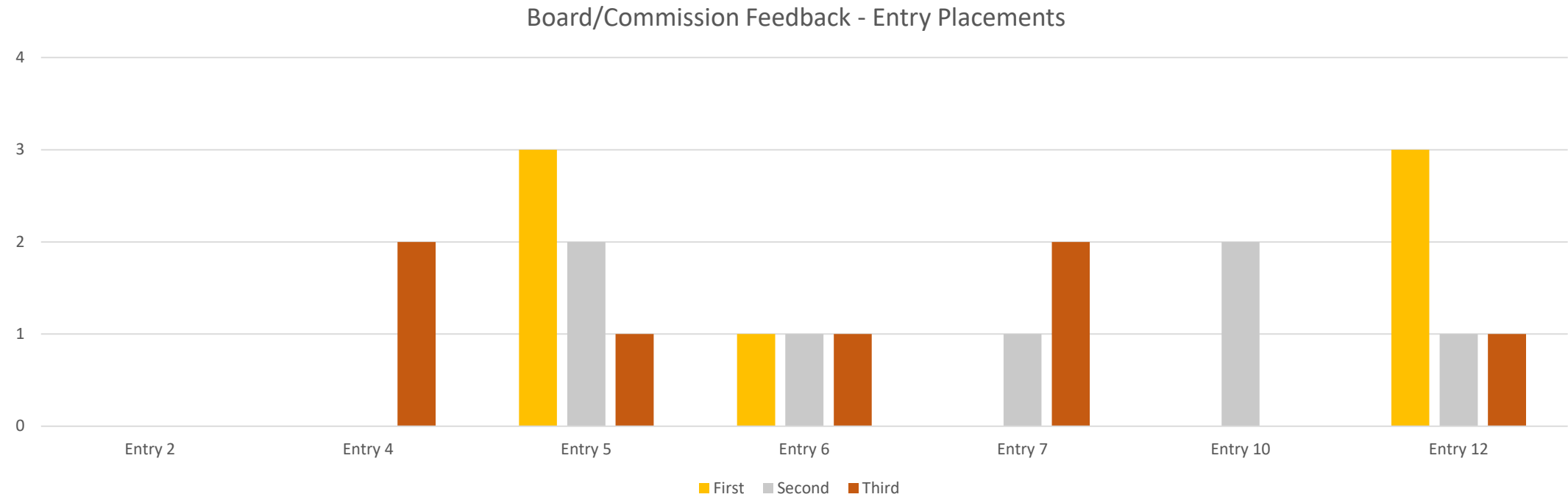


BACK-UP

# Boards & Commissions

- Health Needs & Human Services
- Historic Preservation
- Library
- Parks & Rec
- Planning
- Police & Fire
- Tree & Landscape
- LEPC\*

# Boards & Commissions



# Boards & Commissions Feedback

Entry #2	<ul style="list-style-type: none"><li>• None</li></ul>
Entry #4	<ul style="list-style-type: none"><li>• Canoe needs to be more traditional, animals more accurate/less cartoonish</li></ul>
Entry #5	<ul style="list-style-type: none"><li>• Add "Sheet Ka Kwaan" wording. Great colors and design; indigenous aspect is important and was shown on the design, there were lots of depictions; it was clean/clear.</li><li>• Maybe teeth for Totem, bolder less italicized font for Sitka</li><li>• Fix spacing on date in relation to border, font should be bolder on color version</li><li>• No wildlife, add fish or whale tail. One member liked the helicopter and one didn't. The hook looked like it was trying to hook the helicopter. Replace buoy w/jumping fish</li><li>• Love the colors</li></ul>
Entry #6	<ul style="list-style-type: none"><li>• Native canoe needs tweaking to be more recognizable as such</li></ul>
Entry #7	<ul style="list-style-type: none"><li>• Liked the Tlingit wording; the bridge was important</li><li>• Liked circular frame w/CBS and Sheet Ka Kwaan</li></ul>
Entry #10	<ul style="list-style-type: none"><li>• None</li></ul>
Entry #12	<ul style="list-style-type: none"><li>• Increase font size for CBS, Mt. too steep, higher contrast for BW (esp fireweed)</li><li>• Add USCG helicopter as they represent a large part of the community</li><li>• Straighten the horizon &amp; add a fish or whale tail</li><li>• Add "Sheet Ka Kwaan" wording. Has the possibility of being hard to replicate, liked the many depictions of Sitka; indigenous aspect is important and was shown on this design.</li><li>• Perhaps too detailed for a seal</li></ul>
General	<ul style="list-style-type: none"><li>• Commissioners felt that the bridge was an important aspect to include. For entry #7 they liked Sheet Ka Kwaan name inclusion, that it was symbolic, and not over complicated. They liked the canoe on entry 6</li><li>• Add Sheet Ka Kwaan to whatever seal is chosen if it is the Tlingit name for Sitka if is OK with the tribe.</li></ul>



# LEPC

LEPC met on July 9, 2020. Members were informed of the process. It was determined the best method to obtain selections from LEPC members in order to arrive at a consensus was via email and straw poll. The finalist designs were forwarded to each LEPC member from your email, including the instructions. Seven responses were received (one response was provided in person at the 7-9-2020 meeting).

The straw poll results:

- 1st choice: #5 had five selections; #6 had one selection; #7 had one selection
- 2nd choice: #6 had three selections; #12 had two selections; #4 had one selection; #10 had one selection
- 3rd choice: #12 had four selections; #5 had one selection; #6 had one selection; #10 had one selection

Comments (only one comment received):

- "3rd choice: design #5 (but only if the font changes. I'm not a fan of that script)"

# STA Feedback

- Council selected Entry #4
  - Did comment that the fishing boat seems to be headed for the canoe – would like to have artist adjust so it doesn't look like the canoe is being run over
- Some members agreed they would like to have “Sheet’ka” incorporated in some way on whatever design is selected
- An elder expressed it would be nice to have “Haa Aani Latseen” added to whatever design is selected which means “Our Town is Strong”

# Guided Discussion 7/30

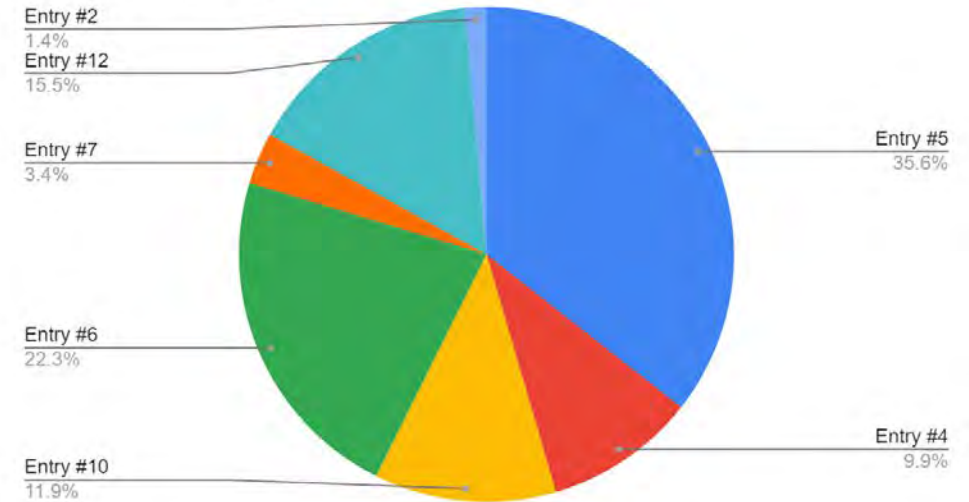
A few highlights and themes from the City Seal discussion with four residents on July 30th over zoom.

- Having the words "SITKA" in large, clear, easy to see/read lettering and placement is important
- The words Sheet Ka Kwaan got appreciation and was seen as a way to bring balance to the 1971 incorporation date. Tlingit people have been in Sitka long time and that is worth noting
- The bridge and the Mount Edgecumbe are fine symbols and looking at the relationship between the two is something that was highlighted.

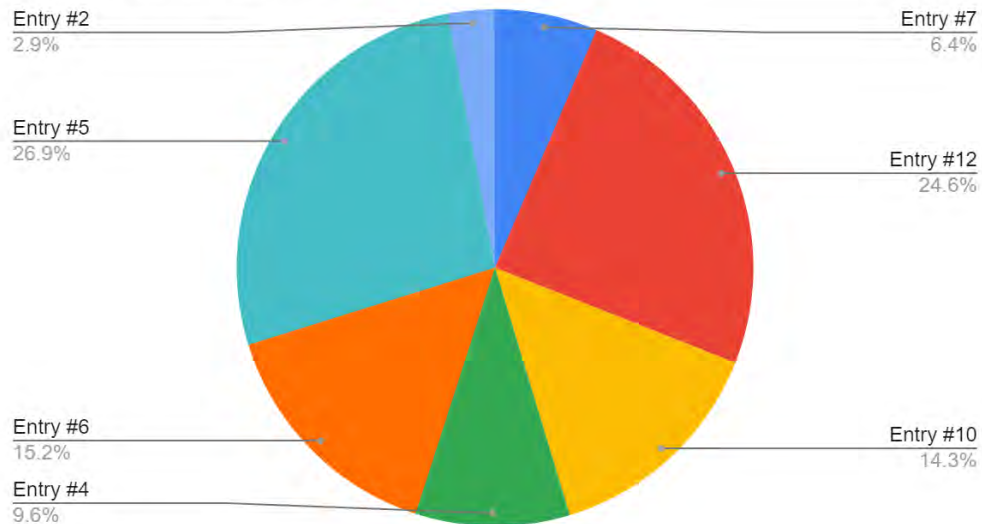
# Online Survey & Open House

- Online survey open 7/22 – 8/4
  - 341 Participants
- Open House @ Centennial 7/29
  - 14 Participants

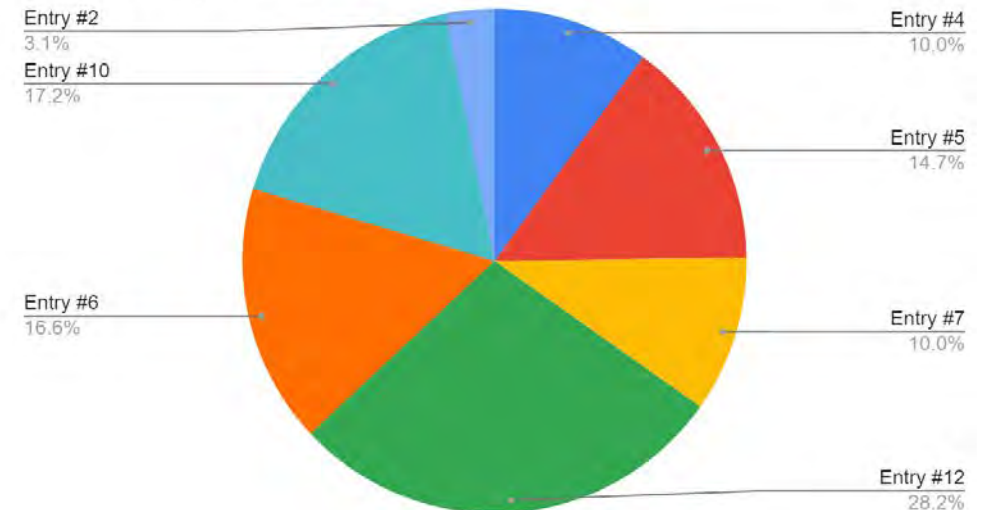
Count of Top Choice #1



Count of Top Choice #2



Count of Top Choice #3







# City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

---

*Coast Guard City, USA*

September 16, 2020

Mayor Paxton and Assembly Members  
100 Lincoln Street  
Sitka, AK 99835

Dear Mayor Paxton and Assembly Members,

This mock-up letter has been designed to show how each of the city seals under consideration would look on letterhead. Of the top five entries that were advanced, each is represented in both a black and white copy. We've also made some mock-up business cards to show smaller print views.

These mock-ups will also be printed out for you to view in person at the 9/22 meeting.

Sincerely,

Amy Ainslie  
Director, Planning and Community Development



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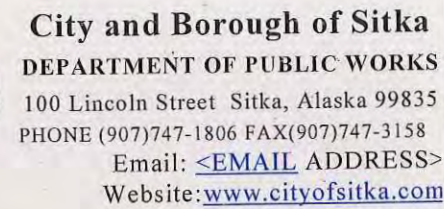
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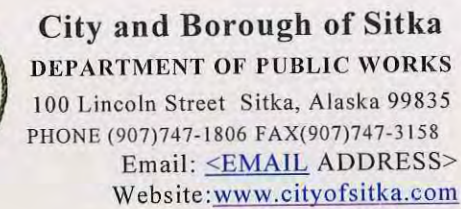
Amy Ainslie  
Director, Planning and Community Development



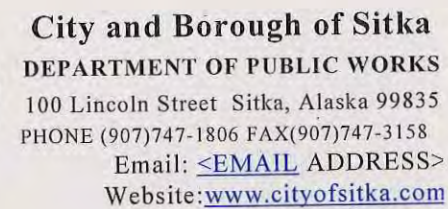
# ENTRY #5



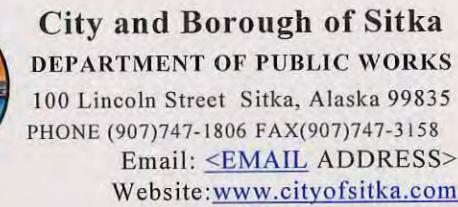
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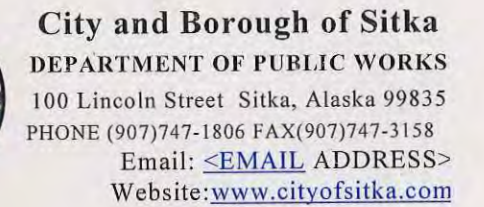
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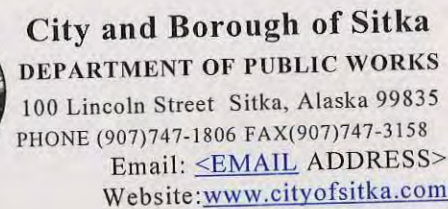


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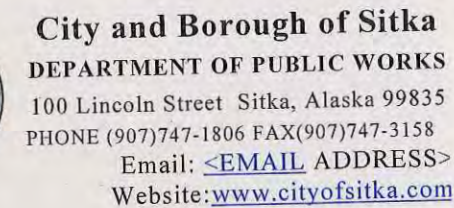


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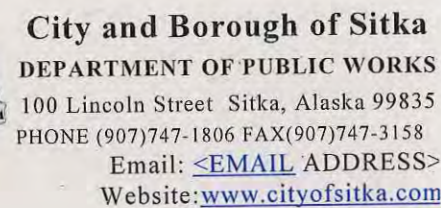
# ENTRY #10



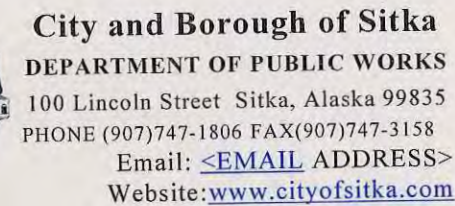
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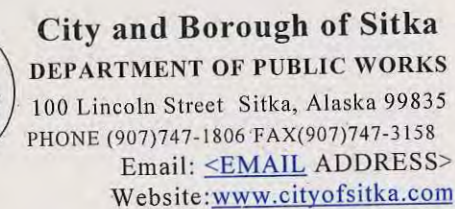
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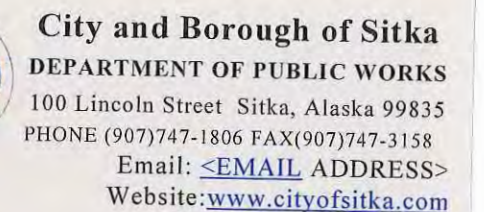
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**City and Borough of Sitka**  
DEPARTMENT OF PUBLIC WORKS  
100 Lincoln Street Sitka, Alaska 99835  
PHONE (907)747-1806 FAX(907)747-3158  
Email: [PUBLICWORKS@CITYOF SITKA.AK](mailto:PUBLICWORKS@CITYOF SITKA.AK)  
Website: [www.cityofsitka.com](http://www.cityofsitka.com)

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# CITY AND BOROUGH OF SITKA

## Legislation Details

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File #: RES 20-27      Version: 1      Name:

Type: Resolution      Status: AGENDA READY

File created: 9/15/2020      In control: City and Borough Assembly

On agenda: 9/22/2020      Final action:

Title: Declaring an economic disaster in the City and Borough of Sitka due to COVID-19 and poor regional returns of all salmon species

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Res 2020-27](#)  
[Res 2020-27](#)

Date	Ver.	Action By	Action	Result
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## **POSSIBLE MOTION**

**I MOVE TO** approve Resolution 2020-27 on first and final reading declaring an economic disaster in the City and Borough of Sitka due to COVID 19 and poor regional returns of all salmon species.



**CITY AND BOROUGH OF SITKA**

**RESOLUTION NO. 2020-27**

**DECLARING AN ECONOMIC DISASTER IN THE CITY AND BOROUGH OF SITKA  
DUE TO COVID-19 AND POOR REGIONAL RETURNS OF ALL SALMON SPECIES**

**WHEREAS**, Sitka has five seafood processing plants which operate seasonally each year; and

**WHEREAS**, the Municipal Administrator of the City and Borough of Sitka on March 15, 2020 issued a Declaration of Disaster Emergency due to COVID-19 in Sitka; and

**WHEREAS**, on March 21, 2020 the President of the United States issued Disaster Declaration No. 16386, Disaster No. AK-00046, freeing up economic assistance through the Small Business Administrator for businesses impacted by COVID-19; and

**WHEREAS**, numerous federal and state economic programs have been established for business assistance due to impacts from COVID-19; and

**WHEREAS**, the City and Borough of Sitka has nine different grant programs for businesses and agencies to help mitigate the economic impacts of COVID-19; and

**WHEREAS**, the June 2020 Sitka Business Climate and COVID-19 Impacts Survey revealed Sitka business revenue was down 60% in 2020 through June, compared to the same period in 2019; and

**WHEREAS**, the June 2020 Sitka Business Climate and COVID-19 Impacts Survey also revealed that 22% of respondents said that they are at risk of closing permanently; and

**WHEREAS**, the 2020 Southeast Jobs COVID Impacts Report, issued August 21, 2020 confirms Sitka has an 8.9% unemployment rate as compared to 3.4% in 2019; and

**WHEREAS**, the 2020 Southeast Jobs COVID Impacts Report also outlines the regional change in Southeast jobs from April to July 2020 compared to 2019 including a 50% drop in Transportation jobs; a 38% decline in Leisure and Hospitality jobs; and loss of 27% in Seafood Processing jobs; and an 11% reduction in Retail jobs; and

**WHEREAS**, Southeast Alaska, including Sitka is enduring the complete cancellation of the summer cruise season, the impact of which Sitka is a loss of an estimated 210,400 cruise ship passengers with an estimated loss of \$74 million dollars to the local economy.

**WHEREAS**, Southeast Alaska, including Sitka is enduring the loss of independent tourists due to COVID 19, the impact of which Sitka is a loss of an estimated 46,185 independent visitors with an estimated additional loss of \$10 million dollars to the local economy.

**WHEREAS**, though the fishing season has not yet concluded, reports from the Commercial Fishing Fleet indicate an abysmal year for salmon returns in the region, along with a significant drop in the prices paid to fishermen by processors; and



**WHEREAS**, the COVID-19 Pandemic and related economic impacts are expected to continue for the foreseeable future; and

**WHEREAS**, poor regional salmon returns suggest the fishing season could be worse than 2016 when a Presidential Disaster Declaration for the Pink Salmon fishery was issued.

**NOW, THEREFORE, BE IT RESOLVED** by the Assembly of the City and Borough of Sitka, Alaska, that:

1. An Economic Disaster is hereby declared in the City and Borough of Sitka, due to COVID-19 and Poor Regional Returns of All Salmon Species.
2. The State of Alaska and United States Secretary of Commerce are hereby urged to issue two Economic Disaster Declarations:
  - a. 2020 Statewide Tourism Disaster resulting from the COVID-19 Pandemic; and
  - b. 2020 Southeast Alaska Salmon Fisheries Disaster resulting from poor returns and harvests of all salmon species.

**EFFECTIVE DATE AND DURATION.** This resolution shall be effective immediately after its adoption.

**PASSED, APPROVED AND ADOPTED** by the Assembly of the City and Borough of Sitka, Alaska on this 22nd day of September 2020.

---

Gary L. Paxton, Mayor

ATTEST:

---

Sara Peterson, MMC  
Municipal Clerk

1<sup>st</sup> and final reading 9/22/2020

Sponsor: Administrator



# CITY AND BOROUGH OF SITKA

## Legislation Details

---

File #: 20-191      Version: 1      Name:

Type: Item      Status: AGENDA READY

File created: 9/15/2020      In control: City and Borough Assembly

On agenda: 9/22/2020      Final action:

Title: Approve hire offer for Craig Warren as Fire Chief

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Fire Chief](#)  
[Memo Warren Hire](#)  
[Craig Warren Offer Letter Fire Chief](#)  
[Warren Resume.](#)

Date	Ver.	Action By	Action	Result
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## **POSSIBLE MOTION**

**I MOVE TO** approve the hire offer for Craig Warren as Fire Chief as recommended by the Municipal Administrator.



# City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

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## MEMORANDUM

**To:** Mayor Paxton and Assembly Members

**From:** John Leach, Municipal Administrator

**Date:** September 15, 2020

**Subject:** Fire Chief

---

### **Background**

The staff position of Fire Chief will soon be vacant due to the current Chief's retirement which was postponed from May 31<sup>st</sup>, 2020 until then end of September due to COVID-19. Chief Miller is currently serving under contract and is not a benefitted employee.

Craig Warren joined our Fire Department when he was 18 years old and has faithfully served the citizens of Sitka in various roles at the department for nearly 29 years. He has an in-depth understanding of our City, intimate knowledge of our response capabilities, and a great relationship with members of the department and our citizens.

### **Analysis**

Over the past six months, I have interacted frequently with Craig regarding the City's response to the COVID-19 pandemic, and he currently serves as the Deputy Operations Section Chief and Documents Leader in our Emergency Operations Center (EOC). I have found him to be very approachable, extremely professional, and he has a bias for action when presented with challenges or tasks.

I have reviewed Crag's education and work experience which are attached. Craig has some big shoes to fill as Fire Chief, but I have complete confidence in his ability to lead the department with his own leadership style to provide top-notch public safety services to the citizens of Sitka.

### **Fiscal Note**

The Fire Chief position is funded in the FY21 budget at a Range 37 Step F. I have offered Craig the position at 37F due to his 29 years of previous service in our Fire Department, his familiarization with our operations, his leadership abilities, and his sense of community.



**Recommendation**

Promote Craig Warren from Senior Fire Engineer to Fire Chief effective October 1<sup>st</sup>, 2020.



# City and Borough of Sitka

Human Resources

100 Lincoln Street • Sitka, Alaska 99835

Phone: (907) 747-1816 email: [hr@cityofsitka.org](mailto:hr@cityofsitka.org)

---

*Coast Guard City, USA*

September 4, 2020

Mr. Craig Warren

Sent via email: [craig.warren@cityofsitka.org](mailto:craig.warren@cityofsitka.org)

**RE: Offer letter for position of Fire Chief**

Dear Craig,

On behalf of the City and Borough of Sitka, Alaska, I am pleased to make the following offer of employment to you for the position of Fire Chief:

Starting Salary:	\$103,916.80 per year, paid in bi-weekly payments (Grade 37, Step F), full-time, benefitted.
Annual Leave Accrual	Based on time in service as described in the City and Borough of Sitka Personnel Policies Handbook.
Other Benefits	As described in the City and Borough of Sitka Personnel Policies Handbook.
Starting Date	To be determined, proposed for October 1 <sup>st</sup> , 2020.

This offer is effective until 5:00 pm Alaska time September 11<sup>th</sup>, 2020. Please acknowledge your acceptance or rejection of this offer by email or in writing. If you need more time to consider the offer, please contact me before the deadline.

Congratulations, Craig! Thank you for your continued service to the City and Borough of Sitka and its citizens.

Sincerely,

John Leach  
Municipal Administrator

Cc: Human Resources

# CRAIG WARREN

██████████ Sitka, AK 99835 · 907-██████████

██████████@sitka.ak.us

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

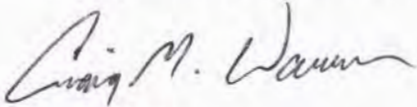
Dear Mr. Leach:

Please accept my application for the position of Fire Chief for the Sitka Fire Department and the City and Borough of Sitka.

I believe that I would be a good candidate for this position as I have almost 29 years of experience in the Sitka Fire Department. I have been a part of every critical division in this department and have both volunteer and career experience. You will not find a candidate that has more knowledge of this jurisdiction, has a better understanding of our response capabilities, or has a better relationship with the members of the department and public, than me.

I joined this department when I was 18 years old, and from that first day I came through the door I couldn't get enough. I wanted more knowledge, more training, and more certifications. I needed to understand all of the positions, and how the department can work better together. I have a deep love for this fire department and have had the opportunity to help it improve. As I think back on my career, there is only one logical place for me to eventually end up, and that is as the Fire Chief.

Thank you for your consideration, I look forward to hearing from you,



Craig M. Warren

# CRAIG WARREN

██████████, Sitka, AK 99835 · 907-██████████

██████████

## EXPERIENCE

JULY 2016 – PRESENT

### SENIOR ENGINEER, SITKA FIRE DEPARTMENT

Supervise and train 4 engineers; Become acting Chief in the Chief's absence; Assist with budget and payroll approval; Write policies; Assist with training and operations department wide; Respond to emergency situations throughout the City and Borough of Sitka.

NOVEMBER 1999 – JULY 2016

### ENGINEER, SITKA FIRE DEPARTMENT

Assist with budget and payroll approval; Write policies; Assist with training and operations department wide; Respond to emergency situations throughout the City and Borough of Sitka.

AUGUST 1996 – NOVEMBER 1999

### SAFETY SPECIALIST, SITKA FIRE DEPARTMENT

Act as the city Safety Officer, Local Emergency Planning Commission Coordinator, Grant writer, and report writer; Perform Public Education and community outreach; Coordinate Hazardous Materials preparation, training, and response.

FEBRUARY 1993 – AUGUST 1996

### ADMINISTRATIVE ASSISTANT TO EMS, SITKA FIRE DEPARTMENT

Assist the EMS Director with ordering supplies, writing PO's, taking inventory, tracking outdated materials, preparing for as well as conducting training.

## EDUCATION

AUGUST 1991 TO JUNE 1995

### ATTENDED, SHELDON JACKSON COLLEGE

Pursued a Bachelor's Degree in Fisheries Science, however I am 7 credit hours short.

JUNE 1991

### GRADUATE, ASTORIA HIGH SCHOOL

Maintained a 3.7 GPA as a 3 sport athlete.



## CERTIFICATIONS

- FIREFIGHTER 2
- EMT 3
- FIRE OFFICER
- HAZMAT TECHNICIAN
- ROPE RESCUE TECHNICIAN
- CONFINED SPACE TECHNICIAN
- DIVE MASTER
- FIRE INSTRUCTOR
- FIRE INVESTIGATOR TECHNICIAN
- ICS 300/400

**City and Borough of Sitka**

An Equal Opportunity Employer

100 Lincoln St. Sitka, AK 99835

Phone No. (907)747-1816 Fax No. (907)747-1846

**Applicant Information**

Last Name		First Name		Middle Name
Warren		Craig		[REDACTED]
Residence Address	Street	City	State	Zip Code
[REDACTED], Sitka, AK 99835				
Mailing Address	Street	City	State	Zip Code
[REDACTED], Sitka, AK 99835				
Telephone Number		Email Address		
907-[REDACTED]		[REDACTED]@sitka.ak.us		

Position Applied for Fire Chief	Date July 2, 2020
------------------------------------	----------------------

<b>How did you learn of this job opportunity?</b>	
<input type="checkbox"/> City of Sitka Website <input type="checkbox"/> Job Service/ALEXsys <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio <input type="checkbox"/> Local Organizations	
x On-line (name website) City of Sitka _____ <input type="checkbox"/> Alaska Municipal League <input type="checkbox"/> Other _____	

A complete and accurate application must be submitted for each position and received by the Human Resources Office by 5:00 pm on the closing date listed on the Position Announcement. **All sections of the application must be legible, completely filled out, signed, and dated. Use additional sheets if necessary to ensure all information is provided. A resumé may be included as an addendum to the Employment History section of the application as long as it provides all of the information required in this section.**

**Criminal Convictions:** A criminal conviction, including non-judicial punishment issued during military service by a military tribunal, military administrative agency, or by a commanding officer, for offenses comparable to violations of federal, state, and local criminal laws, will not always constitute grounds for disqualification. The type and number of charges for which an applicant was convicted, date of the conviction(s), as well as the relationship to the applied for position will be evaluated. Additionally, if you check "yes" and do not give a complete and accurate explanation of your conviction(s), your application will not be considered for the position.

An applicant who receives an unconditional pardon, or receives a Suspended Imposition of Sentence **AND** had the conviction(s) set aside by court order, need not list the conviction **UNLESS** the applicant is applying for a position requiring a background check or is required to register as a sex offender under AS 12.63.

We appreciate the time you spend completing this application. The employer, in accordance with state and federal laws, does not discriminate on the basis of age, race, religion, color, sex, national origin, ancestry, mental or physical disability, veteran status, citizenship, or any other protected classification.

Equal access to programs, services and employment is available to all persons. Those applicants requiring reasonable accommodation to the application and/or interview process should notify Human Resources.

**Thank you for your interest in serving the citizens of Sitka!!**



Can you provide required proof of your eligibility to work (i.e., over the age of 18, work permit, proof of citizenship or immigration status, etc.)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have a valid Driver's License? If yes, please provide State and number <u>Alaska 2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are you able to obtain an Alaska Driver's License, if required for the position applied for? (See qualifications/requirements in Job Description)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Available to work:	<i>Full Time</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>Part Time</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>Temporary</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Date available to work: \_\_\_\_\_

If the position requires, are you willing to work the following schedules established by the City and Borough of Sitka?	<i>Evenings</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>Nights</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>Weekends</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>Holidays</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Have you ever been convicted of a felony?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have you been convicted of a misdemeanor within the last five years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If yes to one or both of the above questions, you must explain on a separate piece of paper and attach it to this application, even if you received suspended imposition of a sentence. Conviction will not necessarily disqualify an applicant from employment.

<b>Education</b>			
<b>High School</b>			
<i>Name and Address of School</i>	<i>Course of Study</i>	<i>Years Completed</i>	<i>Diploma Degree</i>
Astoria High School	General Studies	4	Diploma
<b>Undergraduate College</b>			
<i>Name and Address of School</i>	<i>Course of Study</i>	<i>Years Completed</i>	<i>Diploma Degree</i>
Sheldon Jackson College	Fisheries Science	4	No
<b>Graduate Professional</b>			
<i>Name and Address of School</i>	<i>Course of Study</i>	<i>Years Completed</i>	<i>Diploma Degree</i>
<b>Others (specify)</b>			
<i>Name and Address of School</i>	<i>Course of Study</i>	<i>Years Completed</i>	<i>Diploma Degree</i>

Employment History		
Most Recent Employer		Address
City and Borough of Sitka, Fire Department		██████████
Phone Number		██████████
Date Started	Starting Salary Per	Starting Position
February 1993	\$11.00/Hr	Administrative Assistant to EMS Director
Date Left	Salary on Leaving Per	Position on Leaving
N/A	\$32.40/Hr	Still Employed as Senior Engineer
Name and Title of Supervisor		Reason for Leaving
Dave Miller, Fire Chief		Still Employed
Duties/Responsibilities		
Emergency fire, EMS, SAR, and Dive Rescue response for the City and Borough of Sitka; Assist with training, write policies, budgeting and procurement.		
May we contact your present employer?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Employer		Address
Date Started	Starting Salary Per	Starting Position
	\$	
Date Left	Salary on Leaving Per	Position on Leaving
	\$	
Name and Title of Supervisor		Reason for Leaving
Duties/Responsibilities		
Most Recent Employer		Address
Phone Number		
Date Started	Starting Salary Per	Starting Position
	\$	
Date Left	Salary on Leaving Per	Position on Leaving
	\$	
Name and Title of Supervisor		Reason for Leaving
Duties/Responsibilities		



<b>Include explanation of any gaps in employment.</b>
NONE

<b>Other Qualifications</b>
Describe any specialized training, apprenticeship, skills and extra-curricular activities.
Firefighter 2, EMT 3, Fire Officer 1, Confined Space Rescue Technician, Hazmat Technician, Rope Rescue Technician, Dive Master, Fire Instructor, Fire Investigator Technician, ICS 300/400
Describe any job-related training received in the United States military.
NONE
List professional, trade, business, or civic activities and offices held.
Member of Alaska State Firefighter's Assn, Alaska Fire Investigator's Assn
List professional, trade or business licenses held.
State of Alaska Emergency Medical Technician 3

<b>Additional Information</b>												
State any additional information you feel may be helpful to us in considering your application. Summarize special job-related skills and qualifications from employment or other experience.												
As a Senior Engineer, I am one of two people that are next in the chain-of-command that take over if the Chief is out. In that role, I have led the department through many trying times and gained understanding and experience every time. With my years of experience and constant conversations with the Chief I have been at least a little involved with all decisions and would carry that understanding forward when policies are looked at in the future.												
<b>References</b>												
Do not include family members or past supervisors.												
<table border="1"> <thead> <tr> <th>Name</th> <th>Phone Number</th> <th>Occupation</th> </tr> </thead> <tbody> <tr> <td>Dr David Vastola</td> <td>██████████-██████</td> <td>Medical Director</td> </tr> <tr> <td>Andrew Hames</td> <td>██████████-██████</td> <td>Manager, Sea Mart</td> </tr> <tr> <td>Trevor Harang</td> <td>██████████-██████</td> <td>Vice-President, Arrowhead Transfer, Inc</td> </tr> </tbody> </table>	Name	Phone Number	Occupation	Dr David Vastola	██████████-██████	Medical Director	Andrew Hames	██████████-██████	Manager, Sea Mart	Trevor Harang	██████████-██████	Vice-President, Arrowhead Transfer, Inc
Name	Phone Number	Occupation										
Dr David Vastola	██████████-██████	Medical Director										
Andrew Hames	██████████-██████	Manager, Sea Mart										
Trevor Harang	██████████-██████	Vice-President, Arrowhead Transfer, Inc										

**Note to Applicants:**

**DO NOT ANSWER THE NEXT QUESTION UNLESS YOU HAVE REVIEWED THE REQUIREMENTS OF THE JOB FOR WHICH YOU ARE APPLYING. PLEASE SEE JOB DESCRIPTION.**

**Are you capable of performing in a reasonable manner, with or without reasonable accommodation, the activities involved in the job or occupation for which you have applied? A review of the activities involved in such a job or occupation has been given.**

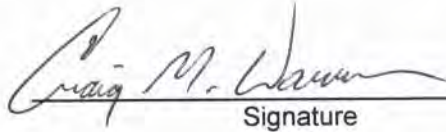
☒ Yes      ☐ No

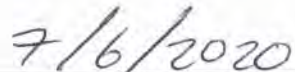
**APPLICANT AUTHORIZATION AND CERTIFICATION – I AUTHORIZE** the City and Borough of Sitka (CBS) to obtain any information relating to the facts provided in this application from schools, employers, criminal justice agencies, individuals, ETC. This information may include, but is not limited to, academic, performance, attendance, achievement, personal history, disciplinary, arrest, and conviction records. **I DIRECT** you to release such information to the CBS regardless of any agreement I may have made with you previously to the contrary. **I RELEASE** any employer, including individuals such as records custodians, from any and all liability for damages of whatever kind of nature which may at any time result on account of compliance, or any attempts to comply with this authorization.

**I CERTIFY** that the statements contained herein are true to the best of my knowledge. I understand that any incomplete, inaccurate, misleading, false or incorrect information may result in rejection of my application, disqualification from consideration, may render an appointment void and/or can be cause for my dismissal upon discovery.

**I AGREE** to submit to such tests and physical and/or mental examinations as the CBS may require.

**For e-mail submissions only:** By submitting this form the applicant certifies that the information contained in the documents is correct and acknowledges that the applicant will be required to sign the form to re-confirm that certification prior to interviewing for any position.

  
Signature

  
Date



# CITY AND BOROUGH OF SITKA

## Legislation Details

File #: 20-188 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 9/15/2020 In control: City and Borough Assembly

On agenda: 9/22/2020 Final action:

Title: Discussion / Direction / Decision of the Municipal Administrator's annual recommended transfer to the Public Infrastructure Sinking Fund

Sponsors:

Indexes:

Code sections:

Attachments: [Motion PISF](#)  
[Memo-Transfer to PISF FY2021](#)

Date	Ver.	Action By	Action	Result
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## **Step 1**

**Discussion / Direction / Decision**  
of the Municipal Administrator's annual recommended  
transfer to the Public Infrastructure Sinking Fund.

Note: The Municipal Administrator is recommending a transfer not be made.

## **Step 2**

**I MOVE TO** transfer \$0 based on the recommendation of  
the Municipal Administrator.






# City and Borough of Sitka

100 Lincoln Street • Sitka, Alaska 99835

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## MEMORANDUM

**To:** Mayor Paxton and Assembly Members

**From:** John Leach, Municipal Administrator 

**Date:** September 15, 2020

**Subject:** Recommendation for Transfer to the Public Infrastructure Sinking Fund

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### **Background**

Per the Sitka General Code 4.45.020 the Administrator must make a recommendation to the assembly on an amount to transfer to the Public Infrastructure Sinking fund:

*Within ninety days after the start of each fiscal year, the administrator shall prepare an analysis of the general fund balance with an accompanying recommendation as to an amount of the general fund balance available for potential transfer to the public infrastructure sinking fund. This analysis shall first take into account any portions of the general fund restricted by Chapter 4.44A before recommending any further amounts for potential transfer to the public infrastructure sinking fund. (Ord. 12-30 § 4 (part), 2012.).*

### **Analysis and Fiscal Note**

June 30 of each year normally represents the cyclical period of lowest cash balances for the General Fund. For this reason, we base the recommendation for transfer to the Public Infrastructure Sinking fund on our financial position as of June 30. In 2020, due to the impact of the COVID-19 pandemic on sales tax receipts and also due to the resolution of the settlement of the Stark anti-kickback liability, we are unsurprised to find that analysis of net assets or fund balance at June 30, 2020 show that there are no funds available to transfer to the public infrastructure sinking fund for FY2021 (see analysis below). As we move further into FY2021 our position improves as we collect on quarter 2 sales tax returns and issue property tax billings, however we expect quarter 3 sales tax returns to be significantly lower than in prior years and, it is unlikely that our financial position will be significantly improved by June 30, 2021. Ultimately the fact that we have carefully monitored the growth of our fund balance, while prioritizing investment in our town's infrastructure means that for the short-term we will likely maintain required liquidity, however this is at the expense of repairing our streets, buildings, and other infrastructure. Overall preliminary projections show an increase in total fund balance of from FY2019 to FY2020, however a decrease in unassigned fund balance. This is primarily due to the fact that the General Fund advanced funds to cover the Stark liability to the Sitka Community Hospital Dedicated Fund - while still an asset of the General Fund that will

be repaid, these funds are not free and available.

### **Recommendation**

Administration recommends that, in light of the ongoing pandemic and uncertainty as to how long Sitka's economy will be impacted by COVID-19, no funds be transferred to the Public Infrastructure Sinking Funds transfer in FY2021.

**City and Borough of Sitka  
Administrator's Recommendation of Assets Available For Transfer  
to the Public Infrastructure Sinking Fund**

<b>Calculation of cash/equivalent required liquidity balance per SCG 4.44A.010</b>			
	<b>Budgeted Expenditures FY21 (less Transfers)</b>	<b>Divided by 4 = minimum required liquidity</b>	
<b>Total Budgeted Expenses:</b>	\$ 28,203,415		
<b>Encumbrances from FY20/budget adjustments</b>	\$ 547,165		
<b>Less Interfund Transfers</b>	\$ 1,925,019		
	<b>\$ 26,825,561</b>	<b>\$ 6,706,390</b>	
<b>Total General Fund analysis of adjusted net assets</b>			
Total Assets		\$	18,722,711
Liabilities		\$	(1,556,927)
<b>Preliminary 6/30/2020 total Net Assets/Fund Balance</b>		<b>\$</b>	<b>17,165,784</b>
Fund balance committed-liquidity		\$	6,706,390
Non spendable (advances to other funds)		\$	4,175,552
Fund balance made up of receivables		\$	4,730,451
Non-spendable portion of fund balance		\$	1,319,154
Fund balance committed for emergency purposes		\$	1,500,000
Assets available for transfer into PISF		\$	(1,265,763)
<b>Fund Balance June 30, 2019</b>		<b>\$</b>	<b>15,757,890</b>
<b>Change June 30, 2019 to June 30, 2020</b>		<b>\$</b>	<b>1,407,894</b>
<b>Unassigned fund balance June 30, 2019</b>		<b>\$</b>	<b>5,716,004</b>
<b>Preliminary unassigned fund balance June 30, 2020</b>		<b>\$</b>	<b>4,783,842</b>
<b>Recommended Transfer to Public Infrastructure Sinking Fund:</b>		<b>\$</b>	<b>-</b>



# CITY AND BOROUGH OF SITKA

## Legislation Details

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File #: 20-189      Version: 1      Name:

Type: Item      Status: AGENDA READY

File created: 9/15/2020      In control: City and Borough Assembly

On agenda: 9/22/2020      Final action:

Title: Update / Discussion on the CARES Act Working Group progress (public comment to be taken)

Sponsors:

Indexes:

Code sections:

Attachments: [Update CARES Act Working Group](#)

Date	Ver.	Action By	Action	Result
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**Update / Discussion**  
on the CARES Act Working Group progress.  
*(public comment to be taken)*

Note: Public comment will be taken after an update from the Municipal Administrator.