



CITY AND BOROUGH OF SITKA

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

Meeting Agenda

City and Borough Assembly

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

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

Tuesday, February 23, 2021

6:00 PM

Assembly Chambers

WORK SESSION 5:00 PM

APEI 101 for Municipal Leaders Training

[21-030](#)

APEI 101 for Municipal Leaders Training

Attachments: [APEI 101 for Muni Leadership](#)

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

IV. CORRESPONDENCE/AGENDA CHANGES

[21-031](#)

Reminders, Calendars, and General Correspondence

Attachments: [Reminders and Calendars](#)

[2021-02-09 Delegation Letter - PVSA \(signed\)](#)

[SPD Quarterly Report Feb 2021](#)

V. CEREMONIAL MATTERS

[21-025](#)

Proclamation Supporting Public Awareness on the Epidemic of Missing and Murdered Indigenous Women, Girls, Relatives, Persons, and other Local Citizens

Attachments: [Proclamation](#)

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

VII. PERSONS TO BE HEARD

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

VIII. CONSENT AGENDA

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

- A** [21-026](#) Approve the minutes of the February 4 and February 9 assembly meetings

Attachments: [Consent and Minutes](#)

- B** [RES 21-06](#) Authorizing the Municipal Administrator to apply for the National Park Service Planning Assistance Program (1st and final reading)

Attachments: [Motion Memo Res and App](#)

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

None.

X. UNFINISHED BUSINESS:

- C** [ORD 21-02](#) Making supplemental appropriations for fiscal year 2021 (Bulk Water Line at Gary Paxton Industrial Park)

Attachments: [Motion Ord 2021-02](#)

[Memo and Ord 2021-02](#)

[GPIP Bulk Line Repair NSRAA Proposed Budget](#)

[Signed Water Agreement](#)

- D** [ORD 21-03](#) Making supplemental appropriations for fiscal year 2021 (Electric Department - International Crane)

Attachments: [Motion Ord 2021-03](#)

[Memo and Ord 2021-03](#)

XI. NEW BUSINESS:

New Business First Reading

- E [ORD 21-04](#) Amending Title 13 "Port and Harbors" of the Sitka General Code by amending Chapter 13.12 "Enforcement" at Section 13.12.050 "Fines"
- Attachments: [Motion Ord 2021-04](#)
 [Memo and Ord 2021-04](#)

Additional New Business Items

- F [20-242](#) Approve the promotion of Melissa Henshaw from Deputy Clerk/Records Specialist to Public & Government Relations Director
- Attachments: [Motion and Memo](#)
- G [RES 21-05](#) Urging the Federal government to issue a temporary waiver to the Passenger Vessel Services Act and asking the CDC to issue technical guidance to allow cruise lines to resume operations in Alaska in 2021 (1st and final reading)
- Attachments: [Motion and Res 2021-05](#)
- H [21-027](#) Approve the First Extension of Lease Agreement between the City and Borough of Sitka and Northern Southeast Regional Aquaculture Association Inc for Block 4 Lot 3 of the Gary Paxton Industrial Park
- Attachments: [Motion and Memo](#)
 [First Lease Extension Final](#)
 [NSRAA GPIP Lot 3 Lease Extension Request](#)
- I [21-028](#) Approve the proposed adjustments to the Gary Paxton Industrial Park Port Tariff Fee Schedule (Port Tariff #4)
- Attachments: [Motion and Memo](#)
 [Overview Proposed Adjustments](#)
 [Master Tariff No 4](#)
- J [21-029](#) Approve a Purchase Agreement for Raw Water in Bulk for Export between the City and Borough of Sitka and Arctic Blue Waters Alaska Inc
- Attachments: [Motion and Memo](#)
 [Purchase Agreement for Raw Water in Bulk for Export](#)

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: February 19*



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-030 **Version:** 1 **Name:**

Type: Item **Status:** AGENDA READY

File created: 2/18/2021 **In control:** City and Borough Assembly

On agenda: 2/23/2021 **Final action:**

Title: APEI 101 for Municipal Leaders Training

Sponsors:

Indexes:

Code sections:

Attachments: [APEI 101 for Muni Leadership](#)

Date	Ver.	Action By	Action	Result
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APEI Membership: What Municipal Leaders Need to Know

Carleen Mitchell, Deputy Director
Alaska Public Entity Insurance

Why this training is important



- As the leaders of your organization and the supervisors to your city manager, it's important to be aware of risk management and your role in supporting staff in their effort. As your insurance provider, APEI plays a significant role in your city's risk management and we can work with you to identify and manage risks.
- We want to make sure you are familiar with APEI and aware of the programs and services we offer. We also want to alert you to some potential pitfalls that can preclude coverage in certain situations.
- APEI is aware of the shrinking budgets of our membership. We want to make you aware of how we can help your organization save money through risk management and on your insurance premium. APEI has MANY tools and resources available to assist with this.

Who is Alaska Public Entity Insurance



- Non-profit administrator of a Joint Insurance Arrangement, commonly called a “pool” of Alaskan entities that self-insure one another and is authorized by Alaska Statute 21.76.
- Provides property, liability, and WC coverage for 38 school district and charter school members, and 33 municipalities and related organizations (volunteers fire departments, medical centers, etc.). Many of our members have been with APEI for 10+ years.
- APEI was initially organized in 1986 by the Association of Alaska School Boards (AASB) to write property insurance for school districts. Starting in 1998, APEI’s scope of operations expanded to include municipalities and to provide liability and workers’ compensation coverage.
- Governed by an 11-member board of directors made up of member representatives, all of whom have a stake in the process.
- As a pool, APEI’s focus is exclusively on protecting the needs of pool members.
- APEI requires all members work with an independent broker. This to ensure that members get the best advice possible regarding their unique needs.

Who is Alaska Public Entity Insurance (cont.)



Barbara Thurston
Executive Director



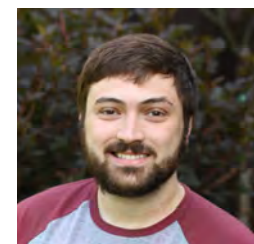
Carleen Mitchell
Deputy Director



Cole Cummins
Loss Control Manager



Julie McBrien
Data Analyst



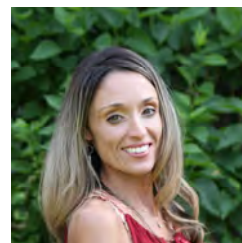
Chris Luck
Office Manager



Brad Thompson
Claims Director



Kyle Hardin
P/C Claims Manager



Jessica Garrett
WC Claims Manager



Buffy Blais
WC Claims Adjuster

What is the City Council's role in Risk Management ?



City council's role is oversight of managing risks and insurance, not a direct role.

- Loss control starts at the top
- The assembly/council's direct employee is the City Manager
- Dealing with losses costs money and takes staff time

Appropriate questions to ask:

- What is our city's loss history?
- What are our insurance coverage limits and deductibles?
- What kinds of employee training are being done?

APEI Coverages



- Property (including flood, earthquake, equipment breakdown and crime)
- Liability (including employment practices, cyber)
- Auto Liability and Physical Damage
- Mobile Equipment
- Workers Compensation (including for out-of-state employees)

Other Coverages that we can help you procure from another carrier:

- Marine
- Airport and Aviation
- Excess Cyber
- Tenant Users Liability Insurance Program (TULIP)

APEI Coverages (cont.)



Important considerations you may want to ask your city manager about:

Property (including flood, earthquake and crime)

- Is all property on the schedule or is there property that should be removed
- Property deductible and how it's being budgeted

Liability (including employment practices, cyber)

- Management training for policies and best practices
- Training for cyber threats and theft

Workers Compensation (including for out-of-state employees)

- Are reports of injury made timely to APEI
- Is training on accident/injury prevention provided
- Does your organization have any employees working out of state

Auto Liability and Physical Damage

- Are all autos on the schedule or are there any that should be removed
- Are vehicles valued correctly

APEI Services for Our Members: Legal Fee Reimbursement



- As a condition to your employment practices liability coverage, APEI requires that, prior to an involuntary termination an attorney be consulted on the termination and their advice followed.
- *APEI will reimburse up to one hour of fees for the legal consultation.*
- Prior to any termination, please consult with an employment law attorney on the decision. You may also reach out to APEI for additional assistance.

APEI Services for Our Members: Consultation



- OSHA Compliance
- Fire and life Safety
- Job Hazards and Ergonomics
- Safety Program Development
- Playground Safety
- Safety Leadership
- Risk Analysis and Management

For Employee Safety and Property Loss Control:

Cole Cummins, Loss Control Manager

(907) 523-9470

ccummins@akpei.com

- Management & Supervision
- Employment Law
- ADA Accommodation
- Reasonable Suspicion/Drug Testing
- Discrimination/Harassment Prevention
- Personnel Policies
- FMLA/AFLA

For Human Resources Loss Control

Carleen Mitchell, Deputy Director

(907) 523-9430

cmitchell@akpei.com

APEI Services for Our Members: Training



Safety Loss Control Training Topics:

- Confined Space Entry
- Lockout/Tagout
- Hazard Communications
- Bloodborne Pathogens
- Root Cause Accident Investigation
- Ergonomics
- Personal Protective Equipment
- Fire and Life Safety
- Implementing Safety Committees
- Job Hazard Analysis
- Playground Safety
- Creating a Safety Program
- Safety Leadership
- OSHA for Supervisors

APEI Services for Our Members: Training



Human Resources Loss Control Training Topics:

- Management Best Practices
- Conducting Job Interviews
- New Employee Onboarding and Orientation
- Performance Appraisals and Performance Management
- Documenting Employment Actions and Disciplinary Issues
- Discrimination/Harassment Prevention for Supervisors and Staff
- Confronting Bullying
- Addressing Substance Abuse in the Workplace
- Americans with Disabilities Act
- Family Medical Leave Act/Alaska Family Leave Act
- ADA, FMLA, AFLA and Workers' Comp Overlap
- Conflict Resolution
- Termination Decisions
- Completing Form I-9
- Conducting Internal Investigations
- Personnel File Maintenance

APEI Services for Our Members: Loss Control Grants



APEI offers grants to be applied to safety training or equipment, including personal protective equipment. Members purchase the items/services and requests reimbursement through the grant.

Total Member Premium	Maximum Grant Reimbursement
Less than \$100,000	\$1,000
\$100,001-\$399,999	\$2,000
\$400,000-\$999,999	\$3,000
\$1 million or more	\$5,000

APEI Services for Our Members: Loss Control Premium Credits



Safety Committee

Credit of up to 3% applied to the Workers' Compensation Premium for members who have a safety committee that meets at least 4 times per year

Fire/Safety Self Inspection

Credit of up to 4% applied to the Property Premium for members who complete a self-inspection checklist for their larger buildings

Employee Safety Program Self-Audit

Credit of up to 2% applied to the Workers' Compensation Premium for members who complete a self-audit checklist of their safety procedures

APEI Services for Our Members: Loss Control Premium Credits (cont.)



Earn credit towards WC and liability coverage when employees complete training in different areas.

- **TargetSolutions online training:** A wide variety of topics are available, and training is automatically reported to APEI.
- **Live webinars:**
 - Presented monthly by APEI.
 - Can also be developed specifically for your organization and presented at a time that best fits your needs.
- **Recorded webinars:** APEI live webinars are recorded and posted on the APEI website.
- **On-site training:** APEI staff are available to visit your location to present safety and human resources related training of your choosing to management and staff.

And the cost for these training resources? NOTHING!!

APEI Services for Our Members: Loss Control Premium Credits (cont.)



To receive the maximum credit towards their liability premium, Municipalities must complete:

- APEI's City Council/Assembly training for each City Council, Assembly, or member of a similar governing body will earn the member a credit of 2%.
- Completion of an average of one hour of Human Resources training per employee will earn the member a credit of 3%.
- An average of 5 hours of training per employee in either safety or sexual abuse prevention will earn the member a 5% credit.

APEI Services for Our Members: Tenant Users Liability Insurance Program



- Also known as “TULIP”
- Fast, easy method of procuring liability insurance to cover most types of events and activities sponsored by a third party that take place at various APEI member facilities
- Protects both the user and the facility against claims by guests who may be injured while participating in an event
- You can present the TULIP program to a facility lessee as part of the rental agreement

For more information visit <https://akpei.com/coverages/>

APEI Services for Our Members: Loss Control Manual



Updated annually, the Loss Control Manual provides:

- Detailed information about all the services described here
- Detailed information about our premium credit and grant programs
- Forms and guidelines for your organization to use for a variety of loss control activities
- “Safety Short” information sheets that can be used with safety committees and for safety training
- Many more resources to assist with your risk management programs

Thank you for attending today!



By attending today, you have taken a significant step in helping your organization reduce risk and save money. We hope that you found this information beneficial.

Please remember that APEI is here to help! Let us know if you have any questions regarding:

- Your organization's coverage
- Filing claims or open claims
- Loss control services
- Premium credit and grant programs
- Anything else we may be able to assist with!



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-031 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 2/18/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Reminders, Calendars, and General Correspondence

Sponsors:

Indexes:

Code sections:

Attachments: [Reminders and Calendars](#)
[2021-02-09 Delegation Letter - PVSA \(signed\)](#)
[SPD Quarterly Report Feb 2021](#)

Date	Ver.	Action By	Action	Result
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REMINDERS

<u>DATE</u>	<u>EVENT</u>	<u>TIME</u>
Tuesday, February 23	Work Session <i>APEI 101 for Municipal Leaders Training</i>	5:00 PM
Tuesday, February 23	Regular Meeting	6:00 PM
Thursday, February 25	Special Budget Meeting <i>with School Board</i>	6:00 PM
Thursday, March 4	Special Budget Meeting <i>Detailed look at FY22 General Fund</i>	6:00 PM
Tuesday, March 9	Work Session <i>CAFR/Audit</i>	5:00 PM
Tuesday, March 9	Regular Meeting	6:00 PM



Assembly Calendar

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

February 2021

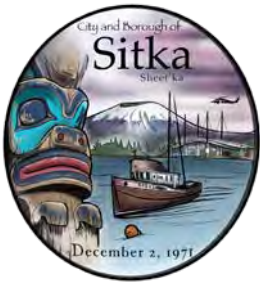
Sunday		Monday		Tuesday	Wednesday	Thursday	Friday	Saturday
31	Jan	1	Feb	2	3	4	5	6
					6:00pm Library Commission - Liaison Nelson 6:00pm School Board - Liaison Himschoot 7:00pm Planning Commission - Liaison Christianson	6:00pm Special Budget Meeting with School Board		
7		8		9	10	11	12	13
				12:00pm Parks & Recreation - Liaison Mosher 6:00pm Regular Assembly Mtg	5:00pm Tree & Landscape - Liaison Himschoot 6:00pm Historic Preservation - Liaison Duncan 6:00pm Port & Harbors Commission - Liaison Knox	12:00pm LEPC - Liaison Nelson 1:30pm CANCELLED: Health Needs & Human Services - Liaison Duncan 3:00pm GPIIP Board - Liaison Christianson		
14		15		16	17	18	19	20
		HOLIDAY		6:00pm Climate Action Task Force	7:00pm Planning Commission - Liaison Christianson	6:00pm Special Budget Meeting: Enterprise Funds and Revisit General Fund	1:30pm Health Needs and Human Services - Liaison Duncan	
21		22		23	24	25	26	27
				5:00pm Work Session: APEI 101 for Municipal Leaders Training 6:00pm Regular Assembly Mtg	5:30pm Police and Fire - Liaison Nelson	6:00pm Special Budget Meeting with School Board		
28		1	Mar	2	3	4	5	6
				7:00pm Climate Action Task Force	6:00pm Library Commission - Liaison Nelson 6:00pm School Board - Liaison Himschoot 7:00pm Planning Commission - Liaison Christianson	6:00pm Special Budget Meeting: Detailed look at FY22 General Fund		

Assembly Calendar

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

March 2021

Sunday		Monday		Tuesday	Wednesday	Thursday	Friday	Saturday
28	<u>Feb</u>	1	<u>Mar</u>	2	3	4	5	6
				7:00pm <u>Climate</u> <u>Action Task</u> <u>Force</u>	6:00pm <u>Library</u> <u>Commission -</u> <u>Liaison</u> <u>Nelson</u> 6:00pm <u>School Board</u> <u>- Liaison</u> <u>Himschoot</u> 7:00pm <u>Planning</u> <u>Commission -</u> <u>Liaison</u> <u>Christianson</u>	6:00pm <u>Special</u> <u>Budget Meeting:</u> <u>Detailed look at</u> <u>FY22 General</u> <u>Fund</u>		
7		8		9	10	11	12	13
				12:00pm <u>Parks &</u> <u>Recreation -</u> <u>Liaison</u> <u>Mosher</u> 5:00pm <u>Work</u> <u>Session:</u> <u>CAFR/Audit</u> 6:00pm <u>Regular</u> <u>Assembly</u> <u>Mtg</u>	5:00pm <u>Tree</u> <u>& Landscape</u> <u>- Liaison</u> <u>Himschoot</u> 6:00pm <u>Historic</u> <u>Preservation -</u> <u>Liaison</u> <u>Duncan</u> 6:00pm <u>Port &</u> <u>Harbors</u> <u>Commission -</u> <u>Liaison Knox</u>	12:00pm <u>LEPC -</u> <u>Liaison Nelson</u> 1:30pm <u>Health</u> <u>Needs & Human</u> <u>Services - Liaison</u> <u>Duncan</u>		
14		15		16	17	18	19	20
				7:00pm <u>Climate</u> <u>Action Task</u> <u>Force</u>	7:00pm <u>Planning</u> <u>Commission -</u> <u>Liaison</u> <u>Christianson</u>	6:00pm <u>Special</u> <u>Budget Meeting:</u> <u>Enterprise/Internal</u> <u>Funds</u>		
21		22		23	24	25	26	27
				5:00pm <u>Work</u> <u>Session: Visit</u> <u>Sitka</u> 6:00pm <u>Regular</u> <u>Assembly</u> <u>Mtg</u>	6:00am <u>School Board</u> <u>Budget -</u> <u>Liaison</u> <u>Himschoot</u> 5:30pm <u>Police</u> <u>and Fire -</u> <u>Liaison</u> <u>Nelson</u>			
28		29		30	31	1	2	3
						6:00pm <u>Special</u> <u>Budget Meeting:</u> <u>All Funds</u>		



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

February 9, 2021

VIA EMAIL ONLY

alex.ortiz@mail.house.gov

dana_herndon@murkowski.senate.gov

larry_burton@sullivan.senate.gov

Congressman Don Young
2314 Rayburn House Office Building
Washington, DC 20515

Senator Lisa Murkowski
522 Hart Senate Office Building
Washington, DC 20510

Senator Dan Sullivan
302 Hart Senate Office Building
Washington, DC 20510

Re: Passenger Vessel Services Act

Dear Congressman Young, Senator Murkowski, and Senator Sullivan,

Thank you for your staunch leadership and unwavering support to Alaskan communities as you balance COVID-19 pandemic response efforts with economic support to Alaskan communities. The Canadian Government's recent decision to suspend port access for large cruise ships over the next few months is another crippling blow to the economies of Alaska, especially Southeast Alaska which is dependent on the visitor industry for local jobs and revenue. Many local businesses will be greatly affected by the loss of visitors to our communities. The City and Borough of Sitka supports a suspension of the Passenger Vessel Services Act (PVSA).

The visitor industry is a substantial part of Sitka's economy, and 82% of Sitka's visitors arrive via cruise ships. The passenger projection for the 2021 season is estimated at nearly 300,000. If Sitka was to lose the entire 2021 season, the Sitka economy could see a loss of nearly \$106M in visitor spending.

Additional direct impacts to the local economy will be felt in the loss of crew member spending, sales tax, moorage and wharfage charges, and other purchases by the cruise lines themselves. The loss of visitor dollars into our community will have further indirect and induced economic impacts as well.

Sitka has over 500 people employed in the leisure and hospitality industry and roughly 450 employed in the retail sector. The loss of the 2021 cruise ship sailings will create job losses and

force local businesses to close when they were already struggling to stay open following the loss of the 2020 season.

We stand poised and ready to recover from this pandemic and the recent hit to our tourism sector, but support from the Federal Government is critical to allow our economy to recover. Thank you for your consideration of an effort to suspend the PVSA for a year to allow our businesses to survive and prosper in such a critical time. We will continue to be resilient Alaskans and hope to hear about Federal action to support Alaskan businesses and municipalities soon.

Thank you for your consideration.

Sincerely,



John M. Leach

Municipal Administrator
City and Borough of Sitka

cc: Senator Bert Stedman (via email only: melissa.kookesh@akleg.gov)
Representative Jonathan Kreiss-Tomkins (via email only: reid.harris@akleg.gov)
City and Borough of Sitka Assembly (via email only: assembly@cityofsitka.org)
Greater Sitka Chamber of Commerce (via email only: director@sitkachamber.org)
CLIA (via email only: mtibbles@cruising.org)
Sitka Economic Development Board of Directors (via email only: garrywhite@gci.net)

SPD ADMINISTRATIVE REPORT February 2021

To CBS Administrator:

DEPARTMENT OVERVIEW:

The overall assessment of the Police Department is that we are continue to be close to full manpower and have reached a level of stability in hiring and retention of personnel. The overall health of the Department is stable and morale is high.

As stated in the last quarterly report, COVID has not adversely affected our response to community needs other than not being able to attend the many community functions that were held in the past. We have adopted a policy of wearing a mask when contacting all individuals while indoors.

We have opened up services to the public to apply for TSA pre-check and TWIC cards. Those services can be arranged by applying online and scheduling an appointment to come to the station. Masks must be worn while obtaining the credentials.

- **JAIL:** One jailer has attended the Department of Corrections Academy in January 2021. We have hired a new local person in January and all positions are filled.
- **DISPATCH:** Currently one position down. Dispatch continues to be a hard position to fill. New candidates must make their decision on taking the position based on: heavy demands of multi-tasking, shift work (working nights, weekends, holidays).
- **PATROL:** The Department is funded for 16 sworn positions. We currently have all sworn positions filled although a Sergeant billet has not been filled/promoted yet. We hired a local, in January, as an Officer. He will be attended the three-month Public Safety Academy starting February 21, 2021.

SPECIAL PROJECTS:

Ray Majeski continues to conduct an evidence audit and disposal. This project started with audit/disposal needs dating back over a twenty-year span. We are currently caught up to 2008.

RECRUITMENT AND TRAINING:

The Dispatch position is an open recruitment. Out of the three applicants that we had last quarter, one was offered the position and declined.

We continue to provide weekly training in-house training to our supervisors and conduct daily shift trainings to Officers.

Officer Steele was sent to Fairbanks for a one week supervisor development course. This officer is currently filling the role of Officer in Charge (OIC), a position that fulfills the duties of a shift Sergeant.

Dispatch Supervisor, Tara Smith traveled to Wasilla for a one-week course Emergency Telecommunications Course.

Officer Christner was sent Anchorage for a one-week FTO training. The course is designed to train the Officer to be a Field Training Officer for new recruits.

Jail Officer Norwood went to Palmer to attend the three-week Municipal Corrections Academy.

Officer Moelder attended a three-week Lateral recertification at the Sitka Public Safety Academy.

All sworn personnel attended 16 hours of Basic Active Shooter Level 1, the training was provided by the FBI here in Sitka.

In mid-December the Department signed up for Police One Academy. Police One Academy is an international training provider that is recognized through Alaska Police Standards Council for continuing education credits for the roughly 1800 courses they provide. In this last quarter Department personnel have completed over 28 different training topics. Some of the training that are of note: Use of Force, De-escalation, anti-bias, anti-harassment, domestic violence response, community policing strategies, drug trends, emotional and psychological disorders, missing and exploited children.

In the past quarter the cumulative hours of training that Police Department personnel have completed adds up to approximately 824 hours!

PROJECTS:

We are still in the building phase of building the RMS program to our specific needs. We have received a fifty-thousand-dollar Homeland Security Grant to strengthen and update our security system.

Closed out 2018 Homeland Security Grant in January. That grant provided for radio consoles and wiring for infrastructure at the Police Department, EOC, and Fire Department.

Installed in-car video cameras from the 2019 Homeland Security Grant.

Updated digital cameras in the jail from the old analog system.

STATISTICS:

The following are the number of calls for the last quarter, November 2020 through Feb 17, 2021.

- Phone calls answered: 7284
- 911 Emergency calls: 815
- Calls for Service: 1955
- Incident Reports: 186

*815 of the 7284 calls were 911 calls.

*Any call that requires action from staff is a Call for Service. This may be generated from a 911.

*Any Call for Service that rises to the level of needing documentation is labeled an Incident Report. This may be generated from a 911 or a call for service.



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-025 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Proclamation Supporting Public Awareness on the Epidemic of Missing and Murdered Indigenous Women, Girls, Relatives, Persons, and other Local Citizens

Sponsors:

Indexes:

Code sections:

Attachments: [Proclamation](#)

Date	Ver.	Action By	Action	Result
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Proclamation

SUPPORTING PUBLIC AWARENESS ON THE EPIDEMIC OF MISSING AND MURDERED INDIGENOUS WOMEN, GIRLS, RELATIVES, PERSONS, AND OTHER LOCAL CITIZENS

WHEREAS, In November 2019, the President of the United States signed Executive Order 13898 establishing a Task Force on Missing and Murdered American Indian (AI) and Alaska Natives (AN) to address ongoing and severe concerns of Tribal Governments regarding the high and disproportionate number of unsolved missing person and homicide cases in AI/AN communities particularly among women and girls; and

WHEREAS, Our community is not far removed from high profile cases of missing and murdered women. In 2015, after being listed as a missing person for three years, Lael Grant was declared dead. In 2017, Ali Clayton, was brutally murdered by her partner. And most recently in 2020, the cold case of Jessica Baggen, who was found sexually assaulted and murdered in 1996, was finally solved; and

WHEREAS, We recognize in order to aide in the solution, we first must identify, and when appropriate, provide resources and services to address the related problems of Missing and Murdered Indigenous Women including but not limited to domestic and societal violence, rape and assault, systemic racism in our criminal and justice systems; problematic data collection and reporting, unaddressed intergenerational trauma throughout Indian country, cultural constructs of gender roles; and many other complex factors that result in Indigenous women being 10 times more likely to be murdered than the national average; in addition over 84% of Indigenous women will experience violence in their lifetime; and

WHEREAS, The City and Borough of Sitka supports efforts of community members, non-profit and business organizations, and our state, municipal and tribal government entities to bring awareness of this issue to Sitka through local media and education campaigns, a MMIW Amber Webb Qaspeq display at the Sitka Public library, community building activities, fundraising and this resolution of support; and

WHEREAS, Further, it is by working in, and through partnerships that we are able to pool resources, strengthen connections, and make progress on social issues that negatively impact our community. We support those who are focused on issues related to MMIW and commend those who have stepped up to assist in this effort. When taken as a whole we hold up and honor our stolen sisters, stand in solidarity with families who experienced and continue to grieve a loss, and send a statement that we will be part of the solution to this crisis; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City and Borough of Sitka, Alaska, hereby declares March 8, 2021, also known as International Women's Day, as a day to commemorate all Missing and Murdered Indigenous Women (MMIW), Missing and Murdered Women and Girls (MMIWG), Missing and Murdered Indigenous Relatives (MMIR), Missing and Murdered Indigenous Persons (MMIP) and Missing and Murdered Persons from our community of Sheet'ka (Sitka); we also encourage Citizens to safely participate in the related events scheduled to take place between now and that date.

Signed and sealed this 23rd day of February 2021.




Steven Eisenbeisz, Mayor

ATTEST:


Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-026 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Approve the minutes of the February 4 and February 9 assembly meetings

Sponsors:

Indexes:

Code sections:

Attachments: [Consent and Minutes](#)

Date	Ver.	Action By	Action	Result
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CONSENT AGENDA

POSSIBLE MOTION

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

I wish to remove Item(s) _____

**REMINDER – Read aloud a portion of each item being
voted on that is included in the consent vote.**

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

POSSIBLE MOTION

I MOVE TO approve the minutes of the
February 4 and February 9 assembly
meetings.



CITY AND BOROUGH OF SITKA

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

Minutes - Not Viewable by the Public

City and Borough Assembly

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

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

Thursday, February 4, 2021

6:00 PM

Assembly Chambers

SPECIAL MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

Nelson participated by videoconference.

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

IV. CORRESPONDENCE/AGENDA CHANGES

None.

V. PERSONS TO BE HEARD

Richard Wein spoke to Alaska's economic decline and stressed the need to plan for Sitka's future.

VI. NEW BUSINESS:

A 21-019

Discussion / Direction / Decision of local support of education to the Sitka School District contained in the proposed FY2022 General Fund Budget and other issues pertaining to the financial support of educational related

Finance Director Melissa Haley reviewed the process and law pertaining to local funding of public education and told of possible funding scenarios. She noted it was ideal to agree on school funding early, stated the maximum allowable local contribution cap had increased, and reminded Secure Rural Schools money had not been reauthorized.

School Board President Amy Morrison summarized the District's budget assumptions and told of the projected \$1.8 million plus deficit. School Board Members Rioux, Van Cise, Teal-Olsen, and Hames expressed support for students, staff, and urged the Assembly look at school funding as an investment as opposed to an expense. Superintendent John Holst told of ways in which to help balance the budget: reduction of three positions, a projected enrollment increase, the renewal of Secure Rural Schools, and the use of undesignated reserves.

The Assembly discussed funding scenarios and reminded of the cruise ship cancellation announcement for the season. Eisenbeisz suggested starting conversations at a flat funding level. Mosher agreed. Christianson spoke in support of funding to the cap. Duncan and Himschoot spoke in support of the schools and expressed hesitation in making a decision this evening. After hearing of the cruise ship cancellations, Nelson said she could not support funding more. Christianson disclosed his wife worked for the School District, however, the position was grant funded. Himschoot disclosed she worked for the District. Mayor Eisenbeisz ruled no conflict.

A motion was made to fund to the cap but later withdrawn after it was determined the Assembly desired to have more time and scheduled an additional meeting on February 25.

Speaking to the motion, before it was withdrawn, was John Holst, Paul Rioux, Blossom Teal-Olsen, Eric Van Cise, Amy Morrison, and Tim Pike. Richard Wein reminded of the cruise ship loss and noted it was fiscally irresponsible to make decisions with only partial information.

VII. PERSONS TO BE HEARD:

Richard Wein spoke to school funding, told of city deferred maintenance, and said the basis for closing the achievement gap was study, challenge, and work.

Blossom Teal-Olsen reminded schools were the foundation of the community.

Kevin Mosher thanked everyone for their civil discourse and was pleased with the evening's conversation.

VIII. EXECUTIVE SESSION

None.

IX. ADJOURNMENT

A motion was made by Christianson to ADJOURN. Hearing no objections, the meeting ADJOURNED at 8:45pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

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

Minutes - Draft

City and Borough Assembly

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

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

Tuesday, February 9, 2021

6:00 PM

Assembly Chambers

REGULAR MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

Duncan participated by videoconference. Knox arrived at 6:08 p.m.

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

IV. CORRESPONDENCE/AGENDA CHANGES

21-022 Reminders, Calendars, and General Correspondence

None.

V. CEREMONIAL MATTERS

None.

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

21-020 Special Report: Pathways Coalition - Sitka Kids website

Kari Sagel with the Pathways Coalition provided an overview of the resources available on the Sitka Kids website and Facebook page.

VII. PERSONS TO BE HEARD

Richard Wein spoke of the cold temperatures and wondered of shelter for the homeless population. He commented on the need for an update on the seaplane base project, airport terminal improvement project, and written report from lobbyist Blank Rome.

VIII. CONSENT AGENDA**A 21-021 Approve the minutes of the January 21 and January 26 assembly meetings**

Richard Wein thanked the Clerk for her work.

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

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

B ORD 21-03 Making supplemental appropriations for fiscal year 2021 (*Electric Department - International Crane*)

Richard Wein reviewed the appropriation and wondered of inner enterprise fund transfers.

Mosher noted he had pulled this item from the consent agenda to allow for discussion. Himschoot wondered of the discretionary spending amount for the Municipal Administrator.

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

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

C ORD 21-02 Making supplemental appropriations for fiscal year 2021 (*Bulk Water Line at Gary Paxton Industrial Park*)

Richard Wein spoke to the appropriation, noted a substantial repair was needed and suggested NSRAA, the beneficiary, pay for the repair.

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

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

IX. BOARD, COMMISSION, COMMITTEE APPOINTMENTS

None.

X. UNFINISHED BUSINESS:**D ORD 21-01 Making supplemental appropriations for fiscal year 2021 (*Potential Sale Expense Former Sitka Community Hospital Site*)**

Richard Wein urged the Assembly to consider a lease agreement as opposed to a sale.

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

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

No: 1 - Duncan

XI. NEW BUSINESS:

E RES 21-03

Submitting City and Borough of Sitka FY 2022 State Legislative Priorities to State of Alaska and 2021 Legislature

Administrator Leach reviewed the resolution, legislative priorities, and reminded they could be reprioritized.

Richard Wein read through the list of priorities, noted it was a wish list, and commented on the divide between the City and the state and federal delegations.

Linda Behnken spoke in support of prioritizing Sitka's Working Waterfront.

Assembly Members discussed the order of the priorities.

A motion was made by Nelson to move Working Waterfront to #1, Green Lake to #2, AMHS to #3, make the Airport #4, and Seaplane Base #5. The motion PASSED by the following vote.

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

Richard Wein spoke to the need for priorities that would sustain Sitka.

A motion was made by Christianson to move School Bond Debt to #3. The motion PASSED by the following vote.

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

Richard Wein spoke to the need for communication about bond reimbursement.

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

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

F RES 21-04

Authorizing the Municipal Administrator to apply for the National Renewable Energy Laboratories Energy Transitions Initiative Partnership Project

Municipal Administrator John Leach reported staff had been working on this application for months. He spoke of the 2010 Climate Action Plan and noted a resolution had been approved in 2009 setting a 25% reduction target for municipal greenhouse gas from 2003 levels by 2020. Leach announced the City had successfully reduced municipal greenhouse levels by 64% from the 2003 baseline - 2 1/2 times the goal set in 2010. Leach shared the opportunity would help the City gain expertise in capturing possible renewable energy resources.

From the public, Richard Wein noted the company was an LLC and desired more information before a decision was made.

Most members expressed support for the item. Nelson offered support although hoped additional staff would not be requested. Utility Director Scott Elder stated current staff would manage the project and hoped to know within a month if the City was a recipient.

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

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

XII. PERSONS TO BE HEARD:

Richard Wein stated the University of Leicester in England eliminated Chaucer and other 15th Century authors from their English Department reading list, noted the Alaska Marine Highway System was a political issue, and shared the CDC had recently published mortality figures related to the COVID-19 vaccine.

Kevin Mosher reminded of the purpose of the "Persons to Be Heard" agenda item and that it was an opportunity for citizens to speak as long as there were no personal attacks. Valorie Nelson reminded of the section in Sitka General Code that Assembly members, members of boards, commissions and committees, staff, and members of the public shall speak and refer to each other in a respectful manner, and shall not attack or question the motives of others.

Crystal Duncan told of the work on display at the Sitka Public Library by Alaskan artist Amber Webb. Duncan said the piece was a giant kuspuk which carried the faces of missing and murdered Indigenous women from around Alaska, Canada, and the United States. She encouraged the community to view the display and thanked Webb for sharing it with Sitka.

XIII. REPORTS

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

Mayor - Eisenbeisz reported on the recent Southeast Conference event.

Administrator - Leach told of the letter he had sent to the Congressional Delegation regarding the Passenger Vessel Services Act, noted Alaska's high vaccination rate in comparison to the rest of the country, and thanked community members for practicing COVID-19 mitigation measures.

Attorney - Hanson told of work in the legal department.

Liaison Representatives - Christianson reported on the Investment Committee and Planning Commission meetings; Knox told of the upcoming Port and Harbors Commission meeting and reminded of a virtual open house on the Seaplane Base February 17; Mosher reported on the SEDA and Parks and Recreation Committee meetings; Himschoot on SSD Superintendent search and the Tree and Landscape Committee meeting; and Nelson on the Police and Fire Commission, Library Commission meeting, and told of the upcoming LEPC meeting.

Clerk - Peterson reviewed board/commission vacancies and told of upcoming meetings.

Other - Knox wondered of the Climate Action Task Force meeting schedule. Leach reported the first meeting was scheduled for February 16 at 6:00pm.

XIV. EXECUTIVE SESSION

None.

XV. ADJOURNMENT

A motion was made by Himschoot to ADJOURN. Hearing no objections, the meeting ADJOURNED at 7:37pm.

ATTEST: _____
Sara Peterson, MMC
Municipal Clerk



CITY AND BOROUGH OF SITKA

Legislation Details

File #: RES 21-06 Version: 1 Name:

Type: Resolution Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Authorizing the Municipal Administrator to apply for the National Park Service Planning Assistance Program (1st and final reading)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Memo Res and App](#)

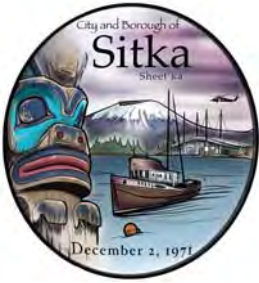
Date	Ver.	Action By	Action	Result
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Sponsors: Knox / Himschoot

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

POSSIBLE MOTION

I MOVE TO approve Resolution 2021-06 on first and final reading authorizing the Municipal Administrator to apply for the National Park Service Planning Assistance Program.




City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Assembly members Kevin Knox and Rebecca Himschoot

Date: February 15, 2021

Subject: Resolution of Support for Parks & Recreation Planning Technical Assistance

Background

The National Park Service - Rivers, Trails, and Conservation Assistance (RTCA) program supports community-led conservation and outdoor recreation projects on lands outside of National Parks. Communities that apply for assistance are teamed with planning professionals who can support at any stage in a planning process. Applicants for annual assistance are due on March 1st, 2021.

The Sitka Comprehensive Plan 2030 identified that Sitkans highly value parks, trails, and recreation facilities and opportunities, but no up-to-date plans exist with enough specificity to direct future facility development. Much of the Sitka Sustainable Outdoor Recreation Action Plan, developed primarily in 2010 and 2011, is now out of date as projects have been completed or context has changed.

The Sitka Parks & Recreation Committee would like to seek assistance from RTCA to develop an updated maintenance and development plan for City lands.

Analysis

An updated plan for parks and recreation in Sitka could solicit public input to direct the City and partners in prioritizing among projects to undertake in the future. A priority list will be especially useful should additional federal stimulus funds be made available like the 2020 CARES Act. A portion of the plan would outline strategies for maintenance of existing facilities.

Fiscal Note

There is no City funding requirement or obligation for CBS funds, staff time or match in association with this application.

No monetary grants are made through the RTCA program and no grant reporting is required from entities that receive assistance.

The planning process will be led by volunteer members of the Parks & Recreation Committee.

Recommendation

Approve Resolution 2021 – 06 supporting an application to the National Park Service Planning Assistance program

CITY AND BOROUGH OF SITKA

RESOLUTION NO. 2021 - 06

A RESOLUTION OF THE CITY AND BOROUGH OF SITKA (CBS) AUTHORIZING THE MUNICIPAL ADMINISTRATOR TO APPLY FOR THE NATIONAL PARK SERVICE PLANNING ASSISTANCE PROGRAM

- WHEREAS,** outdoor recreation is beneficial to Sitka’s public health, quality of life and economy; and
- WHEREAS,** the National Park Service - Rivers, Trails, and Conservation Assistance program provides free technical assistance to communities engaged in outdoor recreation planning; and
- WHEREAS,** the Sitka Comprehensive Plan 2030 identifies the need to "Coordinate and Communicate Regularly with Recreation Providers about Funding, Programming and Maintenance" and "Expand and Facilitate Community Use of Parks, Trails and Recreation"; and
- WHEREAS,** prior recreation planning processes in 2002 and 2011 identified shared community goals for specific facilities and led to the successful development of many parks and trails that now benefit Sitkans; and
- WHEREAS,** existing plans for parks and recreation are out of date and no longer provide sufficient direction to city staff and partner organizations; and
- WHEREAS,** the Sitka Parks & Recreation Committee has endorsed the creation of an updated maintenance and development plan for CBS lands; and
- WHEREAS,** there is no financial obligation and no obligation that the CBS implement any recommendations included in any future plans; and
- WHEREAS,** a parks and recreation planning process could gather citizen input and identify shared priorities for maintenance and development; and
- WHEREAS,** a plan for Sitka’s parks and trails will provide the documentation needed for the CBS and partners to guide future work and seek competitive funding.

NOW, THEREFORE, BE IT RESOLVED, that the Assembly of the City and Borough of Sitka hereby authorizes the CBS Municipal Administrator to apply to the National Park Service - Rivers, Trails, and Conservation Assistance program.

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska on this 23rd day of February 2021.

Steven Eisenbeisz, Mayor

ATTEST:

Sara Peterson, MMC
Municipal Clerk

1st and final reading 2/23/2021

Sponsors: Knox / Himschoot

Project Selection Criteria

Applications for support from the Rivers, Trails and Conservation Assistance program are competitively evaluated based on the following criteria:

- The project is expected to accomplish noticeable results that promote natural resource conservation or outdoor recreation in the near future.
- Roles and contributions of project partners are significant and well-defined.
- There is evidence of broad community support for the project.
- The project fits with our focus areas

1. Project Summary

a. Summary of project - Tell us about your project idea and the specific outcomes you would like to achieve:

As identified in the Comprehensive Plan 2030, residents value parks & recreation as one of the principal assets of living in Sitka. Per capita rates of participation in outdoor recreation and sports are estimated to be higher than the national average and many citizens are active in organizing recreational activities and **volunteering to maintain facilities. However, for the past decade, Sitkans haven't had an inclusive** opportunity to convene and share their specific ideas for how parks could be used, what trails could better connect the town, or what facilities families need to thrive. A planning process would provide the space for the community to consider different development scenarios and outline a pathway to collaboratively implement a shared vision.

The City of Sitka needs a Parks & Recreation Plan. We would like to conduct the following aspects of a planning process to achieve a minimalist, but usable plan for our small community.

1. A brief, but effective, public input process
2. A prioritization process to rank future development ideas
3. An analysis of maintenance and operational needs of City parks and recreation facilities, with a proposal for a volunteer program to ease burden on municipal staff
4. A final plan document with graphic layout and accompanying maps

b. Describe any specific results anticipated within 5 years of project start-up (for example, greenway plan development or implementation, community events, land acquisition, sustainable organization formed, miles of trails developed, acres of land preserved/conserved, etc.).

Within 5 years, the plan will be complete and useful for city staff, elected officials and members of the public. Projects will be identified and prioritized. There will be a way for members of the public to volunteer and support the maintenance of parks and trails. The community will have completed several of the near-term priorities, and begun construction on at least one longer term project, and have clear project plans in place for next steps. All these accomplishments will improve physical health and mental wellness and will strengthen a shared pride of place in the community.

c. Describe any major project accomplishments to date:

In 2003, Sitka Trail Works published the collaboratively developed Sitka Trails Plan, with the support of and a formal MOU between all land management agencies and government stakeholders. The 2003 Plan facilitated an impressive breadth of trail development in the subsequent years and the majority of its goals have been completed.

In 2018, the City & Borough released the Sitka Comprehensive Plan 2030, with a brief chapter on **recreation, headlined by the following goal: “Maintain and expand Sitka’s diverse recreational opportunities.”** Apart from identifying five general priority needs, the Comp Plan did not specify any individual development priorities or create a vision for the future of recreation.

In 2020, with funding from the CARES Act, the City Public Works department and the Sitka Conservation Society put unemployed locals to work on a number of parks and recreation projects. The projects provided benefit to the community, but were not prioritized according to any shared plan or direction from the community.

In 2021, the Sitka Parks & Recreation Committee identified the need for a more detailed plan that could direct future investments. Committee members have begun assembling all existing plans and creating an outline for a future plan.

d. Describe anticipated benefits to the community (for example, recreational, social, environmental, economic, health, etc.):

The planning process, where Sitkans can co-create the future they want, will itself provide social benefits. After a divisive local and national electoral cycle, now is the time to return to a shared sense of place that will bolster community pride and connectedness. Learning about and grappling with local maintenance challenges will hopefully conjure a sense of civic duty and inspire more citizens to contribute their time to steward the trails and parks they love.

The **plan’s implementation will produce even greater social, economic, recreational, and health benefits.** By identifying shared priorities for park & trail development, the community can find ways to work together, which will improve social connections.

A better maintained and expanded parks & trail network will provide more opportunities for people to play outdoors, encouraging healthy physical activity and refreshing time in nature.

A trail system that is attractive to visitors can stimulate the local economy by drawing tourists and providing business to local retailers, lodging, and guides.

2. Roles

a. Describe your organization, its role in the project, and the time and resources that will be contributed:

The parks and recreation plan project is being led by the Sitka Parks and Recreation Committee, a group of City Assembly-appointed volunteers. The three-person subcommittee tasked with the project may grow to include other members of the public not on the committee.

City of Sitka Parks and Recreation Committee - Lead. Official liaison with CBS staff and Assembly. Facilitate public input through monthly public-noticed meetings. Will provide project management.

b. In the chart below, describe each partner's role, responsibility, and contribution to the project (please include partners providing letters of commitment):

Organization Name	Partner's Role, Responsibility, and Contribution
City and Borough of Sitka Public Works Department	Agency responsible for maintenance and construction on all municipal lands. Will provide data and information on assets and maintenance needs and describe operational constraints.
Sitka Tribe of Alaska	STA will notify tribal citizens of the opportunity for public comment during the planning process and advise on how to reach citizens without internet access.
Sitka Trail Works	Advocate for maintenance and construction of local trails. Will provide capacity in the planning process and connections to interested parties and experts in the community.
Sitka Cycling Club	Community supporters developing vision for future of mountain biking in Sitka. Will provide connection to stakeholder group.
Sitka Conservation Society	Community supporter that advocates for sustainable economic development and thriving communities. Will help promote and gather participation in the planning process.
Sitka AmeriCorpsProgram	Primary partner that provides volunteer labor and collaborates on service projects. Potential for collaboration with AmeriCorps member input on planning and long term projects.
USDA Forest Service	Land manager for Tongass National Forest, adjacent to city lands. Will provide information and input about facilities connecting with their lands.
Salty Spoke Bike Co-op	Community hub. Will help connect with community members who are active recreation users to provide more public input.
Points North Maps	Consultant. Local cartography and GIS analysis firm, specializing in trail design. Will advise on data availability and provide input on potential expansion.
USDI Park Service - Sitka	Responsible for management of Sitka National Historic Park. Will provide information and input about facilities connecting with their lands.
OTHER POTENTIAL CONTRIBUTORS	BELOW - NOT CONFIRMED
Fjord Landscape Design	Landscape Architect with experience across the Tongass. Will advise on history of local planning efforts.

Visit Sitka	Promotes and publicizes outdoor recreation in Sitka. Will advise on tourism aspects of recreation infrastructure.
Litter Free Sitka ?	Group of citizens committed to a litter free Sitka. Host outdoor clean ups once a week.

3. Community Support & Engagement

a. Describe project support to date, including support from the general public, organizations, coalitions, government agencies, and elected officials. Share any relevant news media articles, sections of plans that propose the project, and/or government resolutions that illustrate this support:

Prior planning processes in 2003 and 2011 showed strong community engagement in the developing a shared vision for parks and trails.

In the 2030 Sitka Comprehensive Plan, parks and recreation were reaffirmed as important aspects for the quality of life in Sitka

The dozen project contributors listed above are all in support of the planning process.

The City and Borough of Sitka Assembly will consider a resolution in support of the RTCA planning process on February 23rd, 2021.

b. Describe plans for future public outreach and engagement:

To create a plan for the future of recreation in Sitka, the project leaders will need to engage a broad cross-section of the community. The detailed plan for how to conduct that engagement will be developed as a part of this project.

Given the constraints of in-person gatherings during the pandemic, we anticipate arranging, with the support of RTCA, virtual forums of some kind to solicit community feedback online. Online surveys will likely be a component of data collection, but more creative and interactive platforms may provide more robust qualitative data.

4. NPS Support Requested

a. What are the major project challenges your organization faces?

The lack of staff capacity for planning is the greatest challenge our community faces. Although Sitka is surrounded by an exceptional assortment of local, state, and federal public lands, no unified vision exists for their future management and development. Given the unpredictable nature of some sources of funding, it would benefit the community to have a list of shovel-ready, prioritized projects to pursue when opportunities arise.

The City and Borough of Sitka does not have a Parks & Recreation Department, and the Public Works Department has limited staff capacity dedicated to parks and grounds maintenance. Additional capacity is needed for planning, design, and permitting of new recreation facilities.

The City's all-volunteer Parks & Recreation Committee is composed of individuals who are otherwise fully employed and have limited time to dedicate to the work of building a vision and plan for projects.

b. Describe the types of assistance and specific deliverables you are seeking from the NPS staff that would complement your team. For examples, see the description of "Our Services" on page 2.

- Support in designing and conducting a public engagement process

To develop a list of community-supported park and recreation projects, we need to solicit ideas and feedback from Sitkans. The COVID-19 pandemic has made standard public meetings infeasible, so we would seek the assistance of RTCA in designing a public engagement process that reached a broad cross-section of the community with alternative methods. We would solicit ideas for new projects, ranking of an existing list of proposals, feedback on maintenance needs, and thoughts on volunteerism.

- Support in a prioritization process to rank future development ideas

With the data and input of a public engagement process, we would like to create a prioritized and detailed list of projects. We would like help in collecting and analyzing the public input and translating that into a democratic prioritization of community desires. For the ranked list of projects, we would like to develop more robust proposals, including a map of proposed developments, and any other steps that might advance the projects toward being shovel-ready.

- Support in analyzing maintenance needs of current and proposed parks & recreation facilities, including a review of existing capacity and an evaluation of the feasibility of volunteer support.

A complete plan should include a consideration of long-term maintenance needs of existing facilities and of proposed developments. NPS technical assistance could provide us with a clear-eyed **assessment of our City's current capacity compared to needs and plans** for the future. We hope NPS staff could help us compile examples from other cities that have found ways to fund and support their park and trail maintenance with external grants or local volunteers.

- Assistance in final plan document development with layout and mapping

We would like professional help to pull all the above information together, combine with maps, and format into a readable document that illustrates our vision for the future.

5. How Did You Hear About Us?

Have you worked with Rivers, Trails and Conservation Assistance in the past? If not, how did you hear about our program (for example, from a colleague, online search, NPS website, grants.gov, social media, email, or other)?

While this iteration of the Parks & Recreation Committee has not worked with RTCA in recent history, members of our community have. Lynne Brandon, director of Sitka Trail Works, passed on an email advertising an RTCA webinar that sparked the conversation.

6. Attachments

Please include the following attachments with this completed application: • Site location map • Commitment letters from 3 or more project partners • Optional supplemental information that can help us learn more about your project (background documents, examples of media coverage, additional maps, list of links to resources, project photos, etc.)

- Site location map
 - a. [Sitka Recreation Opportunity Map](#)
- Three support letters secured from:

- a. [AmeriCorps](#)
 - b. [USFS Sitka Ranger District](#)
 - c. [Sitka Trail Works](#)
- Optional supplemental information that can help us learn more about your project (for example, background documents, media coverage, additional maps, list of links to resources, project photos, etc.)
 - a. [2003 Sitka Trails Plan](#)
 - b. [2012 Sitka Sustainable Outdoor Recreation Action Plan](#)
 - c. [Sitka Comprehensive Plan 2030](#)
 - d. [Sitka Trail Works - list of local trails](#)
 - e. [City & Borough of Sitka, Web GIS Maps and Online Property Information](#)



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-02 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 2/3/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Making supplemental appropriations for fiscal year 2021 (Bulk Water Line at Gary Paxton Industrial Park)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2021-02](#)
[Memo and Ord 2021-02](#)
[GPIP Bulk Line Repair NSRAA Proposed Budget](#)
[Signed Water Agreement](#)

Date	Ver.	Action By	Action	Result
2/9/2021	1	City and Borough Assembly		

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-02 on second and final reading making supplemental appropriations for fiscal year 2021 (Bulk Water Line at Gary Paxton Industrial Park).



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

Thursday, January 28, 2021

MEMORANDUM

To: John Leach, CBS Administrator

From: Garry White, Director

Subject: GPIP FY21 Capital Budget Adjustment - Bulk Water Pipeline Repair

Introduction

The CBS Bulk Water Pipeline has developed a leak and has been repaired twice in the past few months. A permanent repair is needed to ensure water can be transported to the NSRAA Sawmill Cove Hatchery and for future water export ventures.

NSRAA has made the two temporary repairs as water flow is essential to keeping their fish alive.

The Gary Paxton Industrial Park (GPIP) Board met on January 14th 2021 and recommended that the CBS Assembly establish a capital budget in the amount of \$74,000 for this fiscal year to repair the CBS bulk water pipeline. Funding for this repair is recommended to be appropriated from the CBS Raw Water Fund which was established from fees of past bulk water purchase agreements. The Raw Water Fund has a balance of \$846,483.

Bulk Water Delivery Infrastructure

The current bulk water delivery infrastructure consists of two main systems; the high pressure system, running from Blue Lake Dam to the former turbine pit or wet well at elevation 148.7' and a lower pressure, system running from the wet well location to the shores edge of Sawmill Cove via 42" and 36" pipe. The system was designed to flow at a rate of at least 33.6 million gallons of water per day.

NSRAA has a tap into the bulk water line which brings water to its Sawmill Cove Hatchery.

Clients interested in exporting Sitka's water via large tanker ships or floating bags have identified a high volume flow rate to minimize the time a ship would need to spend in port taking on water through the existing infrastructure.

Clients interested in exporting Sitka's water in small container sizes of 5 gallon to 20 foot containers have expressed interest in having a lower volume flow rate to allow for the small containers to be filled. The 2017 Water Purchase Agreement between the CBS and Eckert Fine Beverages called for the establishment of a low volume water filling station to be designed,

funded, and constructed by Eckert Beverages to be turned over to the CBS to accommodate all potential low volume water exporters.

Pipeline Repair Budget

Please see the attached pipeline repair budget prepared by NSRAA. The budget includes the following:

1. Bulk Water Repair - \$73,370
 - \$66,000 in repairs
 - \$6,670 for design and engineering
 - The GPIP Director is recommending that the CBS enter into a cost sharing agreement with NSRAA to have NSRAA complete the repairs to the system.
 - NSRAA and the CBS have a Water Delivery Agreement (see attached)
2. Bulk Water Line Upgrade - \$5,203
 - \$4,730 in upgrades
 - \$473 for design and engineering
 - NSRAA will be responsible for the costs to upgrade the pipeline
3. Eckert Fine Beverages Line Tap - \$16,880
 - \$15,345 to tap the line and construct the low volume water delivery infrastructure
 - \$1,535 for design and engineering
 - Eckert Fine Beverages will be responsible for the cost of the low volume delivery infrastructure.

Action

- Assembly approval of a FY21 Capital Budget in the amount of \$74,000 with funds appropriated from the CBS Raw Water Fund.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-02

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA MAKING SUPPLEMENTAL
APPROPRIATIONS FOR FISCAL YEAR 2021
(Bulk Water Line Repair)**

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>
CAPITAL PROJECTS
Fund 780 – Bulk Water Line Repair Project: Increase appropriations in the amount of \$74,000 to repair the Bulk Water Line at the Gary Paxton Industrial Park. Funds will be transferred from the Bulk Water Fund.

EXPLANATION

The GPIB Board has recommended to establish a capital budget to repair the bulk water line at the Gary Paxton Industrial Park and that the funds should be taken from the CBS Raw Water Fund.

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

PASSED, APPROVED, AND ADOPTED by the Assembly of the City and Borough of Sitka, Alaska this 23rd Day of February 2021.

ATTEST:

Steven Eisenbeisz, Mayor

Sara Peterson, MMC
Municipal Clerk

1st reading 2/9/2021

2nd and final reading 2/23/2021

Sponsor: Administrator

Gary Paxton Industrial Park Bulk Water Line Repair/Upgrade Budget

Item	Description	Quantity	Unit	Unit costs		Material Cost	Labor Cost	Subtotal	Total
				Material	Labor				
1	GPIP Bulk Water Line Repair								\$66,700
	a site excavation	16	hr		\$180	\$0	\$2,880	\$2,880	
	b demolition	8	hr		\$70	\$0	\$560	\$560	
	c 42"x24" tee assembly w/ 36" reducer	1	ls	\$13,200		\$13,200	\$0	\$13,200	
	d 42" electrofusion coupling	1	ls	\$8,800		\$8,800	\$0	\$8,800	
	e 36" electrofusion coupling	1	ls	\$6,400		\$6,400	\$0	\$6,400	
	f pressure transducer/conduit	1	ls	\$1,500		\$1,500	\$0	\$1,500	
	g rounding clamp and processor rental	1	ls	\$5,620		\$5,620	\$0	\$5,620	
	h installation tech travel/lodging/per diem	1	ls		\$1,600	\$0	\$1,600	\$1,600	
	i installation tech time	16	hr		\$150	\$0	\$2,400	\$2,400	
	j installation assistance	48	hr		\$70	\$0	\$3,360	\$3,360	
	k pipe bedding	40	cy	\$80		\$3,200	\$0	\$3,200	
	l backfill	6	hr		\$180	\$0	\$1,080	\$1,080	
	m freight	1	ls	\$10,000		\$10,000	\$0	\$10,000	
	n contingency	10%						\$6,060	
2	GPIP Line Upgrade for NSRAA								\$4,730
	a add on second 42"x24" tee to above assembly	1	ls	\$4,300		\$4,300	\$0	\$4,300	
	b contingency	10%						\$430	
3	6" Eckert Tap and Equipment								\$15,345
	a 6" tap addition on above tee assembly	1	ls	\$1,000		\$1,000	\$0	\$1,000	
	b 6" hdpe 90 deg elbow	1	ls	\$80		\$80	\$0	\$80	
	c 6" hdpe pipe	50	ft	\$9		\$450	\$0	\$450	
	d 6" flange adapter w/ ring	6	ls	\$90		\$540	\$0	\$540	
	e 6" valve	2	ls	\$1,000		\$2,000	\$0	\$2,000	
	f core existing vault	1	ls	\$500		\$500	\$0	\$500	
	g 6" flow meter	1	ls	\$1,500		\$1,500	\$0	\$1,500	
	h 6" backflow preventer	1	ls	\$1,000		\$1,000	\$0	\$1,000	
	i installation	48	hr		\$70	\$0	\$3,360	\$3,360	
	j pipe bedding	10	cy	\$80		\$800	\$0	\$800	
	k backfill	4	hr		\$180	\$0	\$720	\$720	
	l freight	1	ls	\$2,000	\$0	\$2,000	\$0	\$2,000	
	m contingency	10%						\$1,395	
Subtotal						\$63,000	\$16,000	\$87,000	\$87,000
Design/Engineering									\$8,700
Total Budget									\$95,700

Water Delivery Agreement
Between the City and Borough of
Sitka, Alaska (CBS)
and
Northern Southeast Regional Aquaculture Association (NSRAA)

Definitions

cfs – means cubic feet per second, a measure of the volume of water.
1 cfs is equal to approximately 448 gallons per minute

Penstock – The large diameter pipe and rock tunnel system that transports water from Blue Lake reservoir to the Blue Lake powerhouse for the purpose of generating electricity.

Afterbay – the concrete plunge basin located at the Blue Lake powerhouse where water emerges from the powerhouse after generating electricity. From the afterbay the water flows into Sawmill Creek and eventually into Silver Bay.

Purpose of Agreement

NSRAA operates a fish hatchery within the Gary Paxton Industrial Park which is owned by CBS. NSRAA has a land lease with CBS for the purpose of operating the hatchery. A reliable source of fresh water is essential to the success of the hatchery venture. It is the desire of NSRAA to acquire their water supply from the CBS industrial water certificate No. ADL 43826, as issued by the State of Alaska to CBS.

CBS is sympathetic to the water supply needs of NSRAA an organization CBS believes to be an important element of the overall Sitka economy. CBS currently has a surplus volume of industrial water available on an annual basis and wishes to make this available for economic development in the GPIIP. CBS currently lacks the ability or controls to reliably supply Industrial Water to the GPIIP through the penstock or via the powerhouse afterbay pumps. This agreement allows NSRAA to manage the Bulk Water Line supply until a point in time when the city may be able to reliably supply water via these methods.

This agreement establishes the technical and economic relationship between CBS and NSRAA for the purpose of providing a long term, reliable source of water for the hatchery.

A schematic diagram of the physical layout of the physical features described in this Agreement is attached as Appendix A.

This Agreement shall be subject to review and re-negotiation 10 years from the date of execution by both parties.

CBS shall:

1. Allow NSRAA to withdraw water from the penstock at Withdrawal Point 1 based upon an expected, calendar year average of 14 cfs with a not-to-exceed, maximum flow of 20 cfs. CBS will allow this withdrawal of water at no charge to NSRAA for the water.
2. Retain the right to determine when NSRAA may withdraw water from the penstock at Withdrawal Point 1 and which piping system is used to deliver the water to NSRAA.
3. Allow NSRAA to withdraw water at Withdrawal Point 2 at no charge to NSRAA for the water.
4. Allow NSRAA, at NSRAA expense, to upgrade existing afterbay water delivery infrastructure at Withdrawal Point 2 subject to CBS prior review and approval.
5. Allow NSRAA to upgrade, at NSRAA expense, certain water control valves, piping and control systems as described in Appendix B of this Agreement subject to CBS prior review and approval. These features are shown on the Water Delivery Agreement Flow Diagram which is attached to this Agreement as Appendix C.
6. Notify NSRAA as soon as possible when penstock water will not be available from Withdrawal Point 1 and/or when afterbay water will not be available from Withdrawal Point 2. CBS will give NSRAA at least 30 days notice of planned changes to water availability from either of these two Withdrawal Points.
7. Coordinate with NSRAA if and when the bulk water pipeline is used to transport bulk water while also supplying water the NSRAA.

It is understood and agreed that there will be unanticipated system failures or emergencies determined by CBS or NSRAA when water will not be available from Withdrawal Point 1. In that situation NSRAA must obtain its water from Withdrawal Point 2 or, if it is not available directly from Withdrawal Point 2, then from Withdrawal Point 3, i.e. directly from Sawmill Creek. There may also be times when the water quality of Withdrawal Point 2 (saltwater intrusions into afterbay) will not be suitable for the hatchery utilization due to elevation of afterbay weir. It is further understood that the surplus volume of raw water available from Withdrawal Point 1 may cease to be available in the future when additional water is needed for electric power generation.

NSRAA shall

1. Provide at its expense capital equipment, maintenance and operations of pumping equipment, valves, pipes and meters at all Withdrawal Points that are necessary to support NSRAA operations.

2. Pay CBS published rates for electric energy necessary to operate NSRAA equipment at all Withdrawal Points.
3. Provide and maintain industrial water flow meters at each Withdrawal Point with a SCADA output to CBS that will allow CBS to remotely monitor NSRAA water usage.
4. Acquire CBS and third-party approvals and permits necessary to construct facilities within Sawmill Creek at Withdrawal Point 3 or to alter Sawmill Creek stream flow to raise water levels in the afterbay at Withdrawal Point 2.
5. For any NSRAA facilities and infrastructure, and for any NSRAA activities, on CBS property, NSRAA shall, during the term of this Agreement, provide and maintain: worker's compensation insurance meeting the requirements of the State of Alaska; comprehensive general liability insurance with limits per occurrence and in the aggregate in the amount of \$2,000,000; and, automobile liability insurance with minimum limits of \$2,000,000. NSRAA shall provide proof of insurance upon written demand by CBS in the form of a Certificate of Insurance, and NSRAA's insurer shall give thirty (30) days written notice to the CBS of any material change, cancellation, or non-renewal of the insurance policies. All insurance policies required shall name the CBS as an additional insured for the purposes of the Agreement and shall contain a waiver of subrogation against the CBS.
6. Coordinate with CBS to service low-volume, third party water contracts that may need access to NSRAA water systems at Gary Paxton Industrial Park from time to time.
7. Indemnify, defend, save, and hold CBS harmless from any claims, lawsuits, or liability, including attorney's fees and costs, arising from any intentional misconduct or negligent act, error, or omission, occurring during the course of or as a result of NSRAA's performance or operations under this Agreement, except those arising from the intentional misconduct or negligent acts, errors, or omissions of CBS.
8. Not assign any rights or interests in this Agreement without the prior written consent of CBS.

[SIGNATURES ON NEXT PAGE]

In recognition of the terms described above the parties approve this Agreement.



Steve Reifentuhl
General Manager

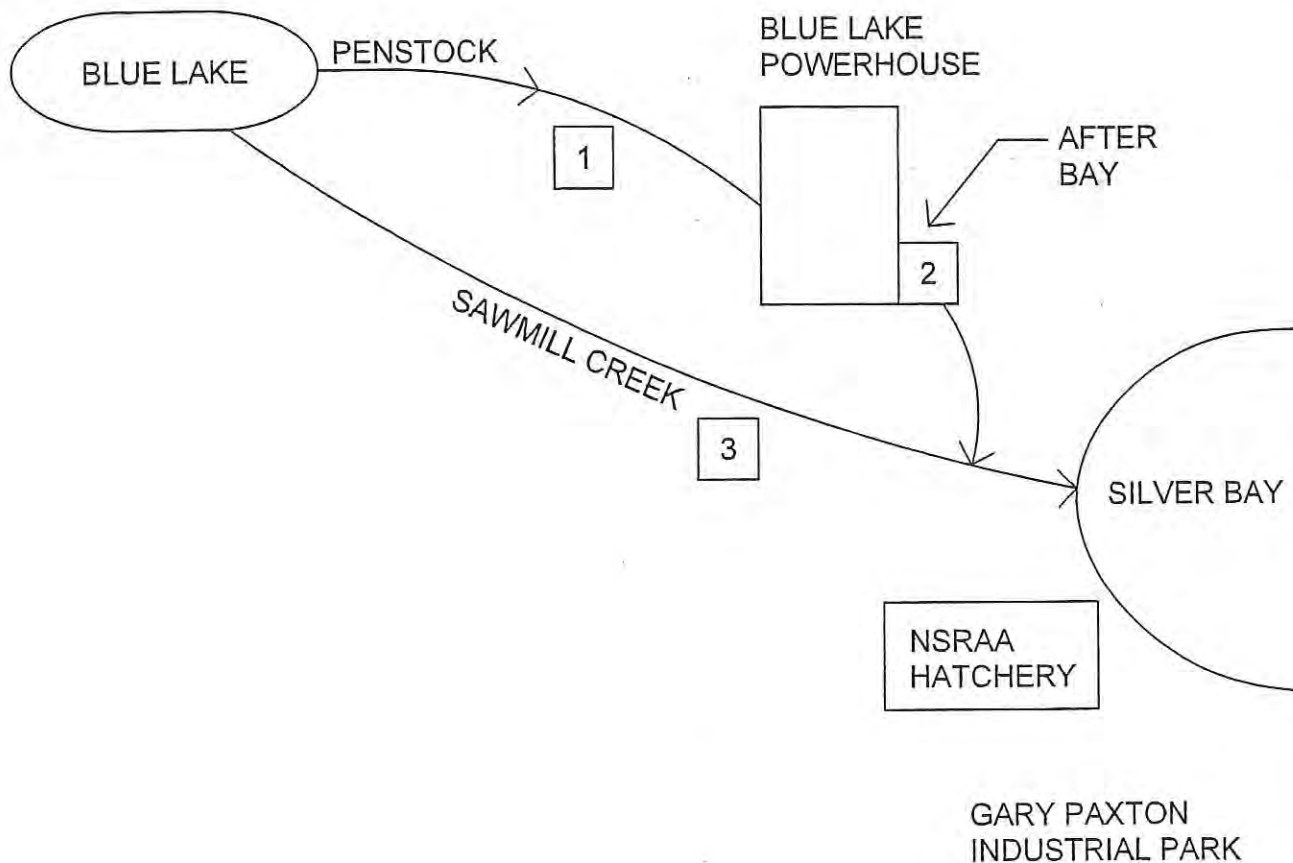
Northern Southeast Regional Aquaculture Association
1308 Sawmill Creek Road
Sitka, Alaska 99835

30 Jun '20
Date



Hugh R. Bevan
Interim Administrator
City and Borough of Sitka
100 Lincoln Street
Sitka, Alaska 99835

1-29-20
Date



LEGEND

- 1** PENSTOCK WITHDRAWAL POINT, GRAVITY FED WATER
- 2** AFTER BAY WITHDRAWAL POINT
- 3** SAWMILL CREEK WITHDRAWAL POINT



City and Borough of Sitka
DEPARTMENT OF PUBLIC WORKS
100 LINCOLN STREET • SITKA, ALASKA 99835
TEL (907) 747-1804 FAX (907) 747-3158

APPENDIX A TO CBS/NSRAA WATER DELIVERY AGREEMENT

DRAWN: JJH	SCALE: N.T.S.
CHECKED: H.BEVAN	DATE: Dec 2019
DRAWING NAME: AppendixA.dwg	
SHEET NO.	1 / 1

Appendix B

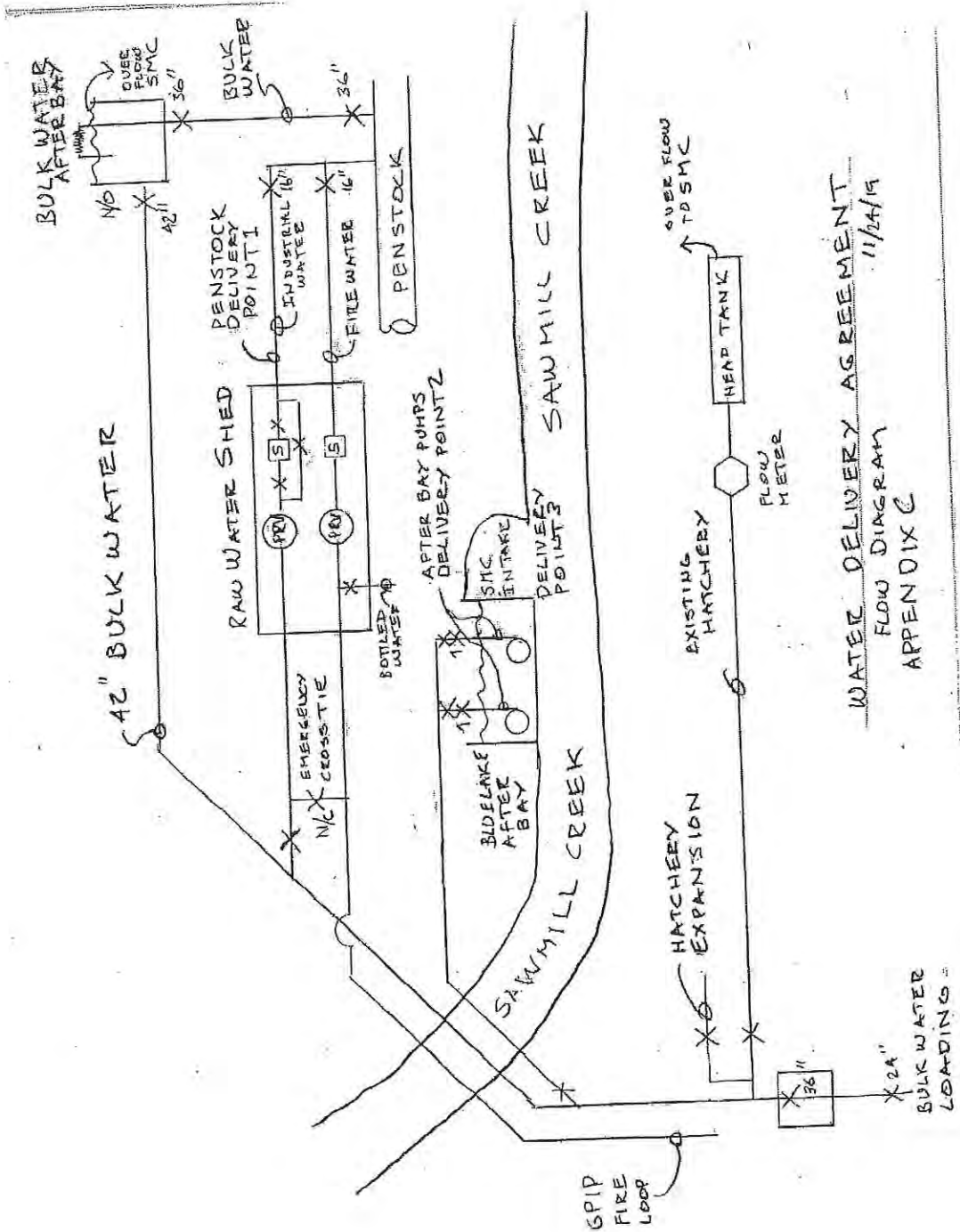
Water Delivery Agreement Between the City and Borough of Sitka, Alaska (CBS) and

Northern Southeast Regional Aquaculture Association (NSRAA)

Allow NSRAA to upgrade, at NSRAA expense, certain water control valves, piping and control systems as described below subject to CBS review and approval.

1. CBS shall allow NSRAA to upgrade the 10-inch PRV supply to a 14- inch supply.
2. NSRAA shall insure the 42-inch bulk water valve at the intake end of the bulk water line remains in the open position.
3. CBS shall insure the 24-inch bulk water loading valves at the discharge end of the bulk water line remain in the closed position under normal operation and will coordinate with NSRAA before these valves are opened for line flushing or for any other purpose.
4. CBS shall maintain 39PSI in 36-inch bulk water line during line flushing or any other GPIIP park water delivery purpose. CBS shall notify and coordinate with NSRAA prior to any planned line pressure changes.
5. CBS shall allow NSRAA to install controls on the bulk water line, the afterbay pumps and NSRAA's 16-inch PRV penstock supply subject to CBS review and approval.
6. CBS shall allow NSRAA access to the existing afterbay pumps for testing and operational purposes.
7. CBS shall maintain after bay elevation of 10.7'
8. CBS shall maintain the connection of the two existing after-bay pumps to the Blue Lake Powerhouse standby generator.
9. Situations when CBS will notify NSRAA that water is unavailable at Withdrawal Point 1 and/or Withdrawal Point 2. These situations are generally rare occasions and may include, but not limited to:
 - a. Power Conduit shutdown
 - b. Repair or replacement of any penstock root valve or piping
 - c. Drought- when Blue and Green Lake water levels are 5ft. below the average water rule curve for both lakes for more than 30 consecutive days.
 - d. Reservoir balancing.

- e. Water mismanagement by either CBS or NSRAA, i.e. NSRAA wasting water at Withdrawal Point 1 through the Filter Plant after bay, CBS releasing water unnecessarily at the Fish Valve by-pass valve or penstock drain valve.
- f. Blue Lake Power Plant shutdown.
- g. Dewatering of the Blue Lake after bay for repairs or access to turbine draft tubes.
- h. Many of these situations will also result in CBS turning off interruptible customers which would impact ratepayers also.



WATER DELIVERY AGREEMENT
 FLOW DIAGRAM
 APPENDIX C
 11/24/9



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-03 Version: 1 Name:

Type: Ordinance Status: AGENDA READY

File created: 2/3/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Making supplemental appropriations for fiscal year 2021 (Electric Department - International Crane)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion Ord 2021-03](#)
[Memo and Ord 2021-03](#)

Date	Ver.	Action By	Action	Result
2/9/2021	1	City and Borough Assembly		

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-03 on second and final reading making supplemental appropriations for fiscal year 2021 (*Electric Department - International Crane*).



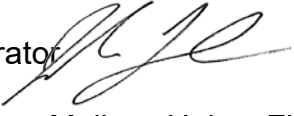
City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Scott Elder, Electric Utility Director, Melissa Haley, Finance Director

Date: February 3, 2021

Subject: Supplemental appropriation for purchase of previously budgeted boom truck.

Background

\$375,000 was budgeted in the Central Garage fund to purchase a boom truck for the electric department in FY2021. However, the final quoted cost exceeds the budgeted amount by \$25,000 and thus a supplemental appropriation is needed to purchase the equipment

Analysis

The boom truck is a key piece of equipment needed to work around the electric utility power lines. The existing truck is increasingly unreliable and requires more maintenance to be able to be certified to work around power lines. The existing truck is 21 years old.

Fiscal Note

The additional \$25,000 needed would be transferred from the Electric Fund to the Central Garage fund to complete the purchase of the boom truck.

Recommendation

Approve the supplemental appropriation for \$25,000 to complete the replacement of the Electric Fund's aging boom truck (#307).

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-03

**AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA MAKING SUPPLEMENTAL
APPROPRIATIONS FOR FISCAL YEAR 2021
(International Crane - Electric)**

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>
Central Garage – Fixed Assets: Increase appropriations in the amount of \$25,000 for Electric Department boom truck. Funds will be transferred from the Electric Department working capital.

EXPLANATION

\$375,000 was budgeted in the FY21 budget for the replacement of the boom truck for the electric fund. The final quote came in \$25,000 over budget and thus a supplemental appropriation is needed. The Electric fund will transfer the needed working capital to the Central Garage Fund to cover the cost.

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 23rd Day of February 2021.

ATTEST:

Steven Eisenbeisz, Mayor

**Sara Peterson, MMC
Municipal Clerk**

1st reading 2/9/2021

2nd and final reading 2/23/2021

Sponsor: Administrator



CITY AND BOROUGH OF SITKA

Legislation Details

File #: ORD 21-04 Version: 2 Name:

Type: Ordinance Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Amending Title 13 "Port and Harbors" of the Sitka General Code by amending Chapter 13.12 "Enforcement" at Section 13.12.050 "Fines"

Sponsors:

Indexes:

Code sections:

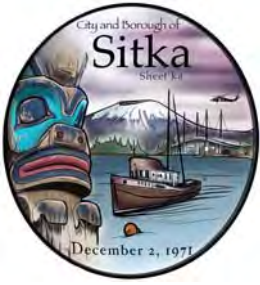
Attachments: [Motion Ord 2021-04](#)
[Memo and Ord 2021-04](#)

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

POSSIBLE MOTION

I MOVE TO approve Ordinance 2021-04 on first reading amending Title 13 “Port and Harbors” of the Sitka General Code by amending Chapter 13.12 “Enforcement” at Section 13.12.050 “Fines”.



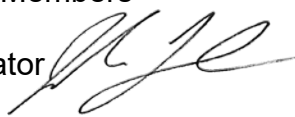
City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

Thru: John Leach, Municipal Administrator 

From: Stan Eliason

Date: February 17, 2021

Subject: Ordinance Amending SGC 13.12.050 "Fines", subsection G

Background

On January 14, 2021 the Port and Harbor Commission passed a motion requesting a change to Sitka General Code ("SGC") section 13.12.050 "Fines" to refer all citation regulations, amounts and guidance to SGC 11.40.175 "Violation-Responsibility and penalty". This motion was passed due to continued disregard and non-compliance with Harbor parking regulations, with most violations and citations issued at the Eliason Harbor drive down work float. In 2020, 17 citations were issued for this location alone, many to repeat offenders.

Currently SGC section 13.12.050 subsection G has a \$25 fine per offense for violations of vehicle loading and unloading areas within the harbor system.

Analysis

By changing the reference in subsection G to 11.40.175, the intent is to levy a graduated schedule of penalties and impose procedures consistent with parking violations throughout the municipality. This is intended to increase compliance with parking regulations in loading and unloading areas within the harbor system, in particular at the Eliason Harbor drive down work float.

Fiscal Note

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

Recommendation

Pass the ordinance to increase consistency with parking violations and increased compliance.

CITY AND BOROUGH OF SITKA

ORDINANCE NO. 2021-04

AN ORDINANCE OF THE CITY AND BOROUGH OF SITKA AMENDING TITLE 13 “PORT AND HARBORS” OF THE SITKA GENERAL CODE BY AMENDING CHAPTER 13.12 “ENFORCEMENT” AT SECTION 13.12.050 “FINES”

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 levy a graduated schedule of penalties and impose procedures consistent with parking violations throughout the municipality, with the intent to incentivize compliance with parking regulations within loading and unloading areas within the harbor system.

4. ENACTMENT. NOW, THEREFORE, BE IT ENACTED by the Assembly of the City and Borough of Sitka that the Sitka General Code Title 13, entitled “Port and Harbors”, be amended at Chapter 13.12, entitled “Enforcement”, Section 13.12.050, entitled “Fines” to read as follows (deleted language stricken, new language underlined):

**Title 13
PORT AND HARBORS**

Chapters:

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

* * *

**Chapter 13.12
ENFORCEMENT**

Sections:

- 13.12.010 General.**
- 13.12.040 Written warning.**
- 13.12.050 Fines.**

* * *

13.12.050 Fines.

The maximum penalty will be five hundred dollars, minimum will be fifty dollars and a standard penalty for violations will be as follows:

A. Cleaning fish – waste (Section 13.10.140):

First offense \$100.00

Second or subsequent offense \$250.00

B. Excessive wake (Section 13.07.040):

First offense \$50.00

Second or subsequent offense \$100.00

C. Offloading more than five hundred pounds commercially caught raw fish (Section 13.10.230) within a five-year period:

First offense \$250.00

Second or subsequent offense \$500.00

D. Nuisance violations (Section 13.13.025 – soot) within one year:

First offense \$50.00

Second offense \$100.00

Third or subsequent offense \$300.00

E. Harbor electrical violations (Section 13.10.060(A)) within one year:

First offense Written warning

Second offense \$100.00 and shut off
power to vessel

Third or subsequent \$300.00 and shut off
offenses power to vessel

F. Harbor electrical violations (Section 13.10.060(C)) within one year:

First offense \$250.00

Second or \$500.00 and subject to
subsequent removal from Sitka
offenses harbor system

G. Violations of vehicle loading and unloading area regulations (Section 13.10.170) shall be ~~twenty-five dollars per offense~~ as specified in Section 11.40.170(D)(4) for parking violations in harbor areas and are subject to the procedures set forth in Section 11.40.175.

H. Violations of work float usage (Section 13.10.180) shall be up to five hundred dollars per offense.

* * *

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

ATTEST:

1st reading 2/23/21
2nd and final reading 3/9/21

Sponsors: Knox / Christianson



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 20-242 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 12/15/2020 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Approve the promotion of Melissa Henshaw from Deputy Clerk/Records Specialist to Public & Government Relations Director

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Memo](#)

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

POSSIBLE MOTION

I MOVE TO approve the promotion of
Melissa Henshaw from Deputy Clerk/Records
Specialist to Public & Government Relations Director
as recommended by the Municipal Administrator.



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

MEMORANDUM

To: Mayor Eisenbeisz and Assembly Members

From: John Leach, Municipal Administrator

Date: February 17, 2021

Subject: Public & Government Relations Director

Background

The staff position of Community & Government Affairs Director has been vacant since the Spring of 2019. I have since renamed that position the Public & Government Relations Director to emphasize that position's need to focus on external communications on behalf of the CBS. The workload of that position has since been shared between the Municipal Administrator, the Municipal Clerk, the Administrative Coordinator and various other staff as necessary which draws their focus away from their core duties.

Melissa Henshaw has been working as a CBS employee since October 2000 and recently celebrated her 20th anniversary with the municipality. Over the past 20 years, Melissa has worked in various positions in Finance, Planning, Administration, and now in the Clerk's office.

Analysis

Over the past year, I have interreacted frequently with Melissa regarding municipal records and parliamentary procedure, and I have worked with her on special projects such as the creation and implementation of the Climate Action Task Force. She has also been the lead for arranging all CARES Working Group sessions, recording the work produced, and providing accurate and succinct reports for public consumption. I have found her to be extremely knowledgeable, very professional, and extremely driven toward task accomplishment. She sees new work as a challenge and an opportunity to grow.

I have reviewed Melissa's education and work history which are attached, and I am certain that she will make an excellent Public & Government Relations Director. I am a staunch supporter of developing and advancing our existing workforce to give them the

opportunity of lifelong learning and upward mobility within the organization. Over the past few months, I have outlined a certification and professional development plan for Melissa that will ensure she excels in this position.

Fiscal Note

The Public & Government Relations position is funded in the FY21 budget at a Range 34 Step A. I have offered Melissa the position at the currently funded amount based on her experience, and I have developed a stepped increase upon completion of training and certification milestones outlined in the offer letter.

- \$79,206.40 per year, paid in bi-weekly payments (Grade 34, Step A), full-time, benefitted.
- Increase to 34B in one year **and** upon completion of all prerequisite courses for successful application to the FEMA Advanced Public Information Officer course and earning your Bachelor of Business (BBA) as projected in April 2021.
- Increase to 34C upon completion of the FEMA Advanced Public Information Officer course **and** earning a Government Relations & Lobbying certificate from the Public Affairs Council. She must achieve 34C within 36 months of her hire date.
- CBS will fund the travel and training costs associated with certification from a budget not to exceed a total of \$8,000 over 36 months from the date of hire.

Recommendation

Promote Melissa Henshaw from Deputy Clerk/Records Specialist to Public & Government Relations Director effective March 15, 2021.

City and Borough of Sitka, Alaska

Class Specification

Class Title	Public & Government Relations Director
Class Code Number	1090
FLSA Designation	Exempt (Administrative)
Pay Grade and Range	34
Effective Date	February 2021

General Statement of Duties

Directs City and Borough of Sitka (CBS) media, communications, public relations, inter-agency relations, advocacy and special projects. Serves as intergovernmental relations contact, acting as primary liaison between CBS and elected and appointed officials of other governmental agencies, including municipal, state, regional and federal legislatures. Explores and pursues grant opportunities available to the municipality; works with other staff to promote awareness and understanding of CBS services, policies, projects, and issues; coordinates dispute resolution efforts and ensures response to citizen complaints and requests. Demonstrates integrity, ingenuity and inventiveness in the performance of assigned tasks.

Distinguishing Features of the Class

The principal function of an employee in this class is to serve as the primary CBS director for institution-wide communications, media contacts, government relations, legislative and congressional issues and advocacy, and agency and public issues. Monitors and responds to issues affecting Sitka, state and federal regulations and proposals, manages major issues and special projects affecting CBS. Explores opportunities and writes coherent, organized and compelling grant proposals for the municipality.

The work is performed under the supervision of the Administrator, but considerable leeway is granted for the exercise of independent judgement and initiative. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other Department and CBS employees, State and Federal Officials and the public. The principal duties of this class are performed in a general office environment and various work sites in Sitka and the State of Alaska, with occasional travel outside of Alaska required.

Examples of Essential Work (Illustrative Only)

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Develops and directs institutional Alaska Legislative and Federal Congressional funding requests, advocacy, problem resolution, legislative priorities, and other issues of importance to Sitka.
- Coordinates travel, advocacy efforts, and interactions with elected officials, state and federal agencies, tribal governments and visiting dignitaries.
- Prepares State and Federal financial assistance grants for institutional issues within the municipality, such as infrastructure, community and economic development, and affordable housing.
- Develops and manages CBS communications, including social media, annual report, news releases, newsletters, publicity and public relations, and municipal information to CBS staff, media, agencies, organizations, and the public.
- Manages all aspects of communications between CBS and public, including approval of all promotional materials to ensure a consistent look and message. Responsible for CBS's overall graphic design program. Oversees the structure, content, and effectiveness of the CBS website in coordination with the Information Technology Department.
- Facilitates and ensures open and clear citizen access to CBS government. Develops methods and processes by which citizens may provide input and feedback to CBS.
- Conducts surveys and polls, as necessary, with the public and community groups to identify information needs or opinions regarding programs, policies, and procedures.
- Coordinates activities and manages the contractual relationship with CBS Lobbyists.
- As directed by the Administrator, represents CBS by making presentations and providing comment to other organizations or entities, and in other situations as required, to advance and protect the interests of Sitka and its citizens.
- Manages public information efforts, including acting as representative spokesperson and interacting with the press, occasionally on camera or on air, regarding routine issues. Prepares briefings, story ideas, tours and background information. Arranges press conferences and prepares press kits when needed. Provides information packets to new or prospective residents and businesses.
- Sets standards and policy for customer service and complaint resolution. Oversees and coordinates response to citizen complaints and facilitates problem resolutions; acts as liaison to CBS departments; and coordinates meetings on issues related to complaints.
- Manages public information in emergency situations. Assists in emergency planning and preparedness activities as requested.
- Keeps broadly informed and coordinates municipal involvement and actions on important issues affecting CBS.
- Develops and directs institutional projects and initiatives (e.g. Coast Guard City, Bike Friendly Community, Sister City).
- Coordinate and implement CBS's Communications Plan including a social media policy.
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices, and new developments in assigned work areas.
- Performs other related duties as assigned.

Required Knowledge, Skills and Abilities

- Thorough knowledge of local, state and federal governmental structure, including legislative processes, regulating and service providing agencies;

- Thorough knowledge of principles and practices of collaboration, public relations, mass communications and citizen involvement;
- Knowledge of intermediate layout, graphics, design, and printing techniques;
- Knowledge of community resources and organizations;
- Knowledge of presentation techniques and ability to present information in an understandable and persuasive manner;
- Knowledge of customer service programs and advocacy;
- Thorough knowledge of current issues facing city and borough governments in Alaska;
- Demonstrated ability to communicate well with others, including media and the public, both orally and in writing, using both technical and non-technical language;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to identify, prioritize and coordinate projects and tasks;
- Ability to analyze and interpret legislation and policy documents;
- Demonstrated skill in planning and organizing in both strategic plans as well as short term objectives;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines and strong follow-through;
- Ability to maintain a positive workplace atmosphere by acting and communicating effectively and professionally with elected officials, the general public, co-workers, and management;

Acceptable Experience and Training

- Graduation from an accredited college or university with a Bachelor's Degree or equivalent in Public Administration, Political Science, Journalism or a related field; and
- Experience in government administration, preferably involving institutional level planning, public affairs, legislative interactions, and grant development; or
- Any equivalent combination of experience, education and training which provides the knowledge, skills, and abilities necessary to perform the work.

Required Special Qualifications

- Possession of a driver's license issued by the State of Alaska.
- Completion of a resident Public Affairs/Public Relations Course.

Essential Physical Abilities and Workplace Environment

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- Sufficient clarity of speech and hearing or other communication capabilities, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, which permits the employee to review documents in electronic and hardcopy form;
- Sufficient manual dexterity, which permits the employee to operate computers and related equipment;
- Sufficient personal mobility and physical reflexes, which permits the employee to function in a general office experience and visit various work sites throughout the City and Borough including outlying areas.

- Primary functions require sufficient physical ability and mobility to work in a standard office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer and keyboard;
- Travel as required.

• • • END • • •

Updates:

2/10/21 – Title change approved and additions to the primary responsibilities and duties; addition of workplace environment.

SUMMARY

Highly organized and self motivated employee with over 20 years with the CBS seeking advancement to the position of Community and Government Affairs Director.

WORK EXPERIENCE

CITY AND BOROUGH OF SITKA / March 2015 - CURRENT DEPUTY CLERK/RECORDS SPECIALIST

Assists in the overall planning, administrating, and operating a variety of functions prescribed by the City Charter, Sitka General Code, and state laws. Acts as an assistant department head and services as the Municipal Clerk in their absence. Serves as the Records Specialist including maintaining the Records Center. Support staff for 19 and Secretary for 6 boards and commissions.

CITY AND BOROUGH OF SITKA / March 2013 - March 2015 ASSISTANT CLERK

Assisted in the overall planning, administrating and operating of a variety of functions prescribed by the City Charter, Sitka General Code, and state laws. Served as the Deputy and Municipal Clerk in their absence. Assisted in the Human Resources Department. Maintained the Records Center.

CITY AND BOROUGH OF SITKA / August 2008 - March 2013 PLANNER I

Provided office administration for the Planning Department. Assisted the Planning Director with overall planning, economic development, zoning, community development, and land management. Acted as the Planning Director in their absence. Performed special projects, research, and grants.

CITY AND BOROUGH OF SITKA / October 2000 - August 2008 ACCOUNTING CLERK

Performed accounts receivable billing for receivables for over 90 days. Maintained history and negotiated payments. Performed duties of other employees in the Finance Department as required.

EDUCATION

UNIVERSITY OF ALASKA SOUTHEAST

Associate of Applied Science, Major: Business Administration. May 2008; Bachelor of Business Administration, Major: Management. Currently enrolled. Graduation date April 2021.

SITKA HIGH SCHOOL

High School Diploma May 1993

PROFESSIONAL.....

Certified Municipal Clerk designation, September 2016. Member of the International Institute of Municipal Clerks; Education, Membership, and Records Management Ad Hoc Committee of the Alaska Association of Municipal Clerks; and ARMA International. ALICE Certified Instructor. Certified in Essentials of RIM. UW Extension Intro to Parliamentary Procedure, September 2016.



City and Borough of Sitka

PROVIDING FOR TODAY...PREPARING FOR TOMORROW

Coast Guard City, USA

February 10, 2020

Melissa Henshaw

Sent via email melissa.henshaw@cityofsitka.org

RE: Offer letter for position of Public & Government Relations Director

Dear Melissa,

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 Public & Government Relations Director.

Starting Salary: \$79,206.40 per year, paid in bi-weekly payments (Grade 34, Step A), full-time, benefitted.

Increase to 34B in one year **and** upon completion of all prerequisite courses for successful application to the FEMA Advanced Public Information Officer course and earning your Bachelor of Business (BBA) as projected in April 2021.

Increase to 34C upon completion of the FEMA Advanced Public Information Officer course **and** earning a Government Relations & Lobbying certificate from the Public Affairs Council. You must achieve 34C within 36 months of your hire date.

CBS will fund the travel and training costs associated with certification from a budget not to exceed \$8,000 over 36 months from the date of hire.

Annual Leave Accrual Continues at the current rate.

Other Benefits Benefits continue with no modifications.

Starting Date To be determined, proposed for March 15, 2021.

This offer is effective until 5:00 pm Alaska time February 17, 2021. 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 Melissa. Thank you for your continued service to the City and Borough of Sitka and its citizens.

Sincerely,

John Leach
Municipal Administrator

Cc: Human Resources

MELISSA HENSHAW, CMC

907-738-6345
melissawileman@yahoo.com
1727 Edgcumbe Drive, Sitka, Alaska 99835

February 12, 2021

John Leach

Sent via email to: john.leach@cityofsitka.org

RE: Offer letter for position of Public & Government Relations Director

Dear John,

I am delighted to formally accept the offer of Public & Government Relations Director with the City and Borough of Sitka. I am informed of my new responsibilities and you can expect my commitment and dedication in this new role.

As discussed, my starting salary will be a Grade 34, Step A at \$79,206.40 per year; increasing to 34B in one year and upon completion of all prerequisite courses for successful application to the FEMA Advanced Public Information Officer course and earning my BBA as projected in April 2021; increasing to 34C upon completion of the FEMA Advanced Public Information Officer course and earning a Government Relations & Lobbying certificate from the Public Affairs Council within 36 months of my hire date.

I can confirm that my starting date of employment is to be determined, proposed for March 15, 2021. If there is any additional information you need prior to this date, please let me know.

Thank you very much for this opportunity. I appreciate your confidence in me, and I look forward to working with you.

Kind regards,



Melissa Henshaw

CC: Human Resources



CITY AND BOROUGH OF SITKA

Legislation Details

File #: RES 21-05 Version: 1 Name:

Type: Resolution Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Urging the Federal government to issue a temporary waiver to the Passenger Vessel Services Act and asking the CDC to issue technical guidance to allow cruise lines to resume operations in Alaska in 2021 (1st and final reading)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Res 2021-05](#)

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

POSSIBLE MOTION

I MOVE TO approve Resolution 2021-05 on first and final reading urging the Federal government to issue a temporary waiver to the Passenger Vessel Services Act and asking the CDC to issue technical guidance to allow cruise lines to resume operations in Alaska in 2021.

CITY AND BOROUGH OF SITKA

RESOLUTION NO. 2021-05

**A RESOLUTION BY THE ASSEMBLY OF THE CITY AND BOROUGH OF SITKA URGING
THE FEDERAL GOVERNMENT TO ISSUE A TEMPORARY WAIVER TO THE PASSENGER
VESSEL SERVICES ACT AND ASKING THE CDC TO ISSUE TECHNICAL GUIDANCE TO
ALLOW CRUISE LINES TO RESUME OPERATIONS IN ALASKA IN 2021**

WHEREAS, since the onset of the COVID-19 pandemic, Sitka, along with communities throughout Alaska, the State of Alaska and Federal government have implemented historic measures to address the pandemic, including robust contact tracing, widely available free COVID-19 testing, and community mitigation strategies; and

WHEREAS, as of February 16, 2021, Sitka remains in a low risk zone as well as continuing an aggressive and effective vaccination program with one of the most successful completion rates in the State of Alaska. The community has maintained lower COVID-19 rates compared to other parts of Alaska and the country in large part due to the COVID-19 mitigation efforts in place and vaccination efforts are now in full force; and

WHEREAS, the community has simultaneously suffered massive social and economic effects of the COVID-19 pandemic from lost classroom time to the shuttering of local businesses and decreased municipal revenues that are used to provide critical services; and

WHEREAS, Sitka's cruise ship industry, has sustained substantial losses with the entire 2020 cruise ship season cancelled; and

WHEREAS, more than 2,260,000 visitors traveled to the state in 2019; and

WHEREAS, in 2019 approximately 1,331,600 people visited the state by cruise ship accounting for 90% of the visitors to Southeast Alaska; and

WHEREAS, 300,000 passengers were projected to visit Sitka during the cancelled season and the resulting economic loss is estimated at \$106 million; and

WHEREAS, each year the tourism industry generates more than \$2 million in state and municipal revenue and more than \$1.4 billion in payroll and \$2.2 billion of visitors spending; and

WHEREAS, on February 4, 2021, the Canadian Minister of Transport announced two interim orders, which ban cruise vessels in all Canadian waters until February 28, 2022; and

WHEREAS, the announcement would effectively cancel the large ship Alaska cruise season for 2021 creating further stress for the Sitka economy; and

WHEREAS, additionally, the cruise industry is awaiting Centers for Disease Control technical guidance for resuming operations; and

WHEREAS, local governments, through the Emergency Operations Center, are prepared to work collaboratively with cruise lines to develop local COVID-19 mitigation plans for the industry

to safely resume in Sitka; and

WHEREAS, in acknowledgement of these historic events, the Federal government is able to issue a temporary waiver of the Passenger Vessel Services Act, allowing foreign flagged vessels to bypass Canada during its ban and visit Alaska to deliver much needed economic relief.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF SITKA, ALASKA:

Section 1. The Assembly of the City and Borough of Sitka, along with communities throughout Southeast Alaska, urge the Federal government to issue a temporary waiver to the Passenger Vessel Services Act to allow the Alaska cruise industry to resume operations in 2021.

Section 2. The Assembly of the City and Borough of Sitka request that the CDC issue technical guidance to allow the cruise lines to resume operations in the coming months.

Section 3. The City and Borough Clerk shall transmit a copy of this resolution to Alaska Congressman Don Young, Alaska Senator Lisa Murkowski, Alaska Senator Dan Sullivan, and Governor Mike Dunleavy.

Section 4. Effective Date. This resolution shall be effective immediately after its adoption.

SIGNED in Sitka, Alaska this 23rd day of February, 2021.

Steven Eisenbeisz, Mayor

ATTEST:

Sara Peterson, MMC
Municipal Clerk

1st and final reading 02/23/2021

Sponsors: Knox / Eisenbeisz / Mosher



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-027 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Approve the First Extension of Lease Agreement between the City and Borough of Sitka and Northern Southeast Regional Aquaculture Association Inc for Block 4 Lot 3 of the Gary Paxton Industrial Park

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Memo](#)
[First Lease Extension Final](#)
[NSRAA GPIP Lot 3 Lease Extension Request](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve the First Extension of Lease Agreement between the City and Borough of Sitka and Northern Southeast Regional Aquaculture Association Inc for Block 4 Lot 3 of the Gary Paxton Industrial Park (GPIP) as recommended by the GPIP Board and authorize the Municipal Administrator to execute the document.



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

Monday, February 15, 2021

MEMORANDUM

To: John Leach, CBS Administrator

From: Garry White - GPIIP Director

Subject: NSRAA Lot 3 Lease extension

Introduction

Northern Southeast Regional Aquaculture Association (NSRAA) is requesting to extend its lease of Lot 3 at the Gary Paxton Industrial Park (GPIP). Please the attached request.

NSRAA and the CBS entered into a lease agreement on February 27, 2018 for a 3 year term to acquire the property to continue with its due diligence regarding expanding fish hatchery operations at the GPIP site. Section 1.3 of the lease agreement allows NSRAA to exercise the option for (4) successive terms of (10) ten years. NSRAA is requesting that instead of a new 10 year lease that this lease term should coincide with the lease terms of NSRAA's for Lot 2 which expires on May 7, 2026 or a new lease of roughly 74 months.

The GPIIP Board met on Feb. 11th and approved the following motion:

Motion: M/S Ystad/Johnson move to recommend approval of the 74-month lease extension between the City of Sitka and NSRAA with the knowledge that NSRAA has complied with all the lease terms in accordance with the document prepared by the municipal attorney.

Action: Passed (3/0) on a voice vote

Background

NSRAA is a private non-profit corporation created to assist in the restoration and rehabilitation of Alaska's salmon stocks and to supplement the fisheries of Alaska.

The City and Borough of Sitka (CBS) and NSRAA entered into a lease agreement for Lot 2 of the GPIIP in 2006 with an initial term of 10 years with a lease amount of \$1,200 annually. The lease was extending in 2016 for another 10 years with an option to extend the lease for (4) four – additional 10 year terms. The lease amount was increased to \$2,400 annually, with the lease amount to be negotiated at each extension.

NSRAA leased the undeveloped Lot 2 from the CBS in 2006 and constructed a multi-million dollar fish hatchery on the property, including an outfall pipe that extends into the bay. The hatchery provides millions of Coho and Chum Salmon to the common property fishery in the Sitka area. The GPIIP hatchery has created 1 ½ FTE job at the site and provides other economic benefits to the community through fish harvest and processing.

NSRAA plans to expand salmon production on Lot 3 in the near future. The expansion will help alleviate crowding, increase capacity and address emergency water loss issues with existing facility. NSRAA estimates the new production will have an ex-vessel value of \$5-\$8 million dollars.

Action

- CBS Assembly approval of the lease extension between the CBS and NSRAA.

**FIRST EXTENSION OF LEASE AGREEMENT
BETWEEN CBS AND NSRAA
REGARDING BLOCK 4, LOT 3, GPIIP**

The City and Borough of Sitka (“CBS”), of 100 Lincoln Street, Sitka, Alaska 99835, and Northern Southeast Regional Aquaculture Association, Inc.(“NSRAA”), of 1308 Sawmill Creek Road, Sitka, Alaska 99835, agree to extend their Lease Agreement, dated March 2, 2018, (the “Agreement”), which has a start date of February 27, 2018, and an end date of February 27, 2021. The Parties agree to extend the Agreement for the first of four extension periods allowed by Section 1.3 of the Agreement. However, instead of extending the lease term for ten years, the Parties agree that this first extended term will start on February 27, 2021 and end on May 1, 2026. There remain three ten-year extension periods allowed by Section 1.3 of the Agreement. The purpose of this reduction in the first extended term of this Agreement is to align any subsequent extended terms with the extended terms in the Lease Agreement, dated May 8, 2006, between the Parties regarding Block 4, Lot 2, GPIIP. The extended term will expire on May 1, 2026.

All terms and conditions of the Agreement shall remain in full force and effect during this extended term of the Agreement.

This First Extension was approved by the CBS Assembly on February 23, 2021.

**NORTHERN SOUTHEAST AQUACULTURE CITY AND BOROUGH OF SITKA, ALASKA
ASSOCIATION, INC.**

By: Scott Wagner
Its: General Manager

By: John Leach
Its: Municipal Administrator

[ACKNOWLEDGMENTS ON NEXT PAGE]

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

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

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

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Scott Wagner, General Manager of NORTHERN SOUTHEAST REGIONAL AQUACULTURE ASSOCIATION, INC., an Alaska nonprofit corporation, on behalf of the nonprofit corporation.

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

To: Gary White - GPIP Director and GPIP Board of Directors
From: Adam Olson – NSRAA Operations Manager
Subject: NSRAA GPIP Lot 3 Lease Option to Renew

Background

Northern Southeast Regional Aquaculture Association (NSRAA) has leased lot 3 in the Gary Paxton Industrial Park (GPIP) since February 27, 2018. The lease was acquired with the intent to expand our operations at Sawmill Creek Hatchery, currently located on lot 2 in the GPIP. Construction for the expansion has yet to begin but the lot clearing is ongoing. The initial phases of the expansion are in the design and engineering period, with some funding already secured. The timeline for full design and construction is unknown currently, but the project is progressing slowly. Additional revenue generation may be complicated by current poor salmon returns to Southeast Alaska.

Request

The initial term of the lease for lot 3 was for 3 years. As per section 1.3 of the lease agreement, NSRAA would like to formally request to extend the lease for four (4) successive terms of (10) years, upon the same terms and conditions as the current lease agreement with one exception. NSRAA would like to request the lease renewal and rate adjustment period for both Lot 3 and Lot 2 to coincide. The current 10-year term for the Lot 2 lease should expire in May 2026. The term of the lease for Lot 3 could be extended approximately 6 years to allow for the term renewal to coincide. NSRAA believes it has met conditions b, c, and d of section 1.3, and this request satisfies condition a, to allow for approval of the lease renewal by the City and Borough of Sitka Assembly. NSRAA would request the GPIP Board of Directors to recommend to the CBS Assembly to approve a lease renewal as outlined above.

Respectfully,



Adam Olson
NSRAA Operations Manager



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-028 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Approve the proposed adjustments to the Gary Paxton Industrial Park Port Tariff Fee Schedule (Port Tariff #4)

Sponsors:

Indexes:

Code sections:

Attachments: [Motion and Memo](#)
[Overview Proposed Adjustments](#)
[Master Tariff No 4](#)

Date	Ver.	Action By	Action	Result
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POSSIBLE MOTION

I MOVE TO approve the proposed adjustments to the Gary Paxton Industrial Park (GPIP) Port Tariff Fee Schedule (Port Tariff #4) as recommended by the GPIP Board.



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

Friday, February 12, 2021

MEMORANDUM

To: John Leach, CBS Administrator

From: Garry White, Director

Subject: GPIP Port Tariff #4

Introduction

The GPIP Board recently discussed and recommended changes to the GPIP Port Tariff at its November, December, January, and February meetings. The GPIP Board's recommended changes to the GPIP Port Tariff are attached in the updated GPIP Port Tariff #4.

The GPIP Dock has seen an increase in use over the past few years and continues to receive bookings for the upcoming summer season. The City and Borough of Sitka (CBS) Harbor Department has received a request to moor a small cruise ship at the GPIP Dock in the summer of 2021 and 2022. Additionally, the CBS has received requests for vessels to be haul out using the existing unimproved GPIP Access Ramp and to be placed in the park for repair and maintenance work.

The updated GPIP Port Tariff modifies some current tariff items and establishes a fee schedule for the proposed new uses of the dock based off similar fee schedules locally and regionally.

GPIP Port Tariff

A Port Tariff is a document that contains published charges, rules, and requirements of the port, including docks and associated uplands. The Port Tariff is an implied contract that allows for rapid arrangements without the need for complicated agreements for use of the facility.

The GPIP Port is a "landlord" Port, which means that the GPIP will charge users for real estate and dock use and are responsible for maintenance, management and upkeep. The GPIP Port Tariff covers all properties of the GPIP uplands and tidelands.

The entire GPIP Port Tariff #3 can be found at the following link:

<http://www.cityofsitka.com/government/departments/harbor/documents/MasterTariffNo.39-4-2018DRAFT-3.pdf>

Background

The GPIP Board recommended and the City and Borough of Sitka Assembly approved the first GPIP Port Tariff #1 in February 2018. The GPIP Port Tariff #1 was drafted, with input by the

GPIP Director, GPIP Board, and by Parrish, Blessing, & Associates Inc. (PBA), a regulatory and economics consulting firm from Anchorage. PBA has experience in port tariff development, having worked with the Port of Alaska (formerly port of Anchorage) on its port tariff development and financial management.

The GPIP Board discussed the need to monitor the fee schedule and to adjust if need be over time when the tariff was established. The tariff (Port Tariff #2) was adjusted in July 2018 to accommodate incidental use of the facility and to lower wharfage rates to promote more use of the facility. The tariff (Port Tariff #3) was adjusted again in September 2018 to accommodate the movement and storage of fishing gear over the dock and the GPIP uplands.

Based off conversations with potential future users of the facility, the GPIP Director proposed the following adjustments to the fee schedule.

Recommended Adjustments to the GPIP Port Tariff Fee Schedule (Port Tariff #4)

- *Please note that in the GPIP Tariff #4 adjustments to the tariff are notated with the symbols outlined on page 4 of the tariff.*
- The GPIP Board has recommended approval of a GPIP Marine Repair Facility Policies and Best Management Practices, a GPIP Marine Repair Facility User Agreement, and a GPIP Marine Repair Vendor Agreement. The agreements and manual outline liability, insurance, and environmental concerns with vessel repairs on the uplands and dock. These documents are undergoing internal review and will be presented to the Assembly at a future meeting for discussion and approval. These documents will be incorporated into the GPIP Port Tariff under Item 166 – Facility Use Agreement (Page 19).

1. Item 200 – Dockage

Item 200 sets the definitions and schedule of charges for docking or mooring a vessel to the GPIP Dock.

The current tariff schedule below has been adjusted to include items discussed by the Board. Rates for all vessel lengths have been adjusted to show a 3% increase annually.

Recommended change to current tariff schedule: (Page 31)

Vessel Length (feet)	DOCKAGE RATE					
	In Dollars					
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
0 – 50 feet – rate per foot	\$0.89	\$0.94	\$0.97	\$1.00	\$1.03	\$1.06
51 – 149 feet – rate per foot	\$1.12	\$1.19	\$1.23	\$1.27	\$1.31	\$1.35
150 - 199	\$445	\$472	\$486	\$501	\$516	\$531
200 - 299	\$665	\$705	\$726	\$748	\$770	\$793
300-399	\$998	\$1,028	\$1,059	\$1,091	\$1,124	\$1,158
400	\$1,272	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474

Note: 400' is the largest vessel that can be accommodated at the GPIIP Dock.

2. Item 200 – Dockage - Monthly Transient Permits

The GPIIP Board previously discussed including long term moorage rates into the tariff but decline as the intent of the GPIIP dock is for short term work and transfer of items across the dock.

The GPIIP dock does not see much activity during the winter months and there have been requests for monthly moorage of the facility during slower times of use at the dock. The GPIIP Director is recommending that a Monthly Transient Permit fee schedule be established to accommodate the requests and to generate additional revenues.

The Monthly Transient Permits will be managed by the GPIIP Port Director or Harbor Master. Language will be included in the tariff allowing the Harbor Master or Port Director to adjust month permits if demand increases.

Recommended addition to current tariff schedule: (Page 32)

Monthly permits (30 days):

- \$21.22 per foot of overall length up to 150'
- \$31.82 per foot of overall length for 151' and up

3. Item 200 – Dockage - Fee for Incidental Use of Dock

The moorage rates were adjusted in 2018 to allow for an incidental use fee for vessels less than 200 feet in the attempt to increase use of the GPIIP Dock

- The current fee is \$25/hr for up 4 hours.

Recommend to increase this fee to \$35/hr for up to 4 hours. (Page 32)

4. Item 215 - Terminal Operator Permit

Item 215 allows the CBS to issue permits to business that wish to operate on the GPIIP Dock and GPIIP upland properties. Operators/Vendors would be considered agencies/entities performing petroleum transfer operations; general cargo operations; dry bulk cargo operations; offloading of cargo from first place of rest within Port transit areas; vessel servicing; fish handling operations; and, passenger operations.

Currently, the CBS harbor system does require operators/vendors to obtain a Marine Trades Permit in the general harbor. The GPIIP Marine Repair Facility Vendor Agreement will be required to be signed by operators in the GPIIP.

Recommend addition to the current tariff schedule: (Page 37)

- Vendor Permit - \$150 per calendar year

5. **Item 250 – Wharfage – Definition Changes**

Item 250 sets the definitions and schedule for any freight, cargo, or goods moved over the GPIIP Dock (Wharf) or GPIIP property.

(b) Application:

The GPIIP Board discussed charging wharfage fees on every items that moves across the face of the dock. After a discussion with the Harbor Master, the Board recommended not charging wharfage on fishing gear and other small consumable items for vessels that fish for local processors.

Recommended addition to the current tariff schedule: (Page 40)

- No wharfage shall be charged for fishing gear and consumables under 30 square feet in area for vessels that fish for local processors.

(h) Security Surcharge:

The GPIIP Director recommended removing the security surcharge from the current tariff. The security surcharge is an appropriate fee for large container ports, but due to the low volume of containers and large cargo, it is an inefficient accounting requirement for the GPIIP Port Tariff.

Recommended revision to current tariff schedule: (Page 41)

- Delete Item 250 (h) Security Surcharge

6. **Item 256 – Passenger Vessel Fee**

The CBS Harbor Master has received a Berthing Application for a small cruise ship to call on the GPIIP Dock this summer. To accommodate small cruise ships and other foreign flagged vessels the GPIIP Dock facility needs to establish a Facility Security Plan (FSP) as required by the Office of Homeland Security. A FSP has been drafted and is currently being reviewed for submission to the USCG.

Many ports in Southeast Alaska have established their own passenger vessel fee for passengers using their facilities. The fee is based on the number of passengers on the vessel. The GPIIP Director recommended a \$4 per head fee for passenger vessels using the GPIIP Dock based off similar fees in the area.

Recommended additional to current tariff schedule: (Page 42)

- \$4 per passenger registered on vessel

7. **Commodity – Port Security Passenger Fee**

The Commodity section of the wharfage section of the tariff addresses fees associated with port security measures as required by the Office of Homeland Security.

The current fee schedule contains a per person fee for passengers crossing the GPIIP Dock to cover port security expenses. The listed fee for 2021 is \$1.39 per passenger. The original per passenger fee schedule was established when the GPIIP Dock was considering expanding to accommodate a larger passenger vessels.

The GPIIP Director is recommending that a flat fee of \$850 be charged for each passenger vessel to cover the cost of security personnel and for more efficient accounting.

Recommended change to current tariff schedule: (Page 45)

- \$850 per docking vessel.

8. Item 260 - Charges for Miscellaneous Services

Item 260 is a new addition to the GPIIP Port Tariff to cover various miscellaneous services offered as the GPIIP Port expands.

(b) Access Ramp Fee

The GPIIP Board has recently heard requests to use the access ramp at the GPIIP. The access ramp has been used by tenants of the park in the past without a published fee structure.

The GPIIP Director recommended a fee of \$1.50/ft/calendar day. The fee structure is based off the Homer Marine Repair center which resembles the current GPIIP infrastructure.

Recommended addition to current tariff schedule: (Page 47)

- \$1.50 per foot per calendar day.

(c) Upland Vessel Dry Dock Fee

The GPIIP Board has recently heard request to use the uplands of the GPIIP properties for vessel work.

The GPIIP Director recommended a two tiered fee for different types of dry dock use. The fee structure is based off the Homer Marine Repair center which resembles the current GPIIP infrastructure.

Recommended addition to current tariff schedule: (Page 47)

- For short term projects
 - \$1.95/ft/day
- For longer term projects

- \$0.20/SF/month for vessels with a Sitka moorage account
- \$0.23/SF/Month for vessels without a Sitka moorage account
 - Upland Dry dockage footprint calculations – Charges are calculated as square feet and are based on the overall length and beam of vessel, plus a ten foot perimeter on all sides. If additional equipment is on site, it will be added to the total square footage.
 - \$50/month Dry Dock Administrative Fee
 - After 4 months the fee will double each month without GPIIP Port Director written approval to stay past 4 months.

Action

- Assembly approval of GPIIP Board recommendations to the proposed adjustments to the GPIIP Port Tariff Fee Schedule (Port Tariff #4).

Proposed Adjustments to the GPIP Port Tariff Fee Schedule

The following are recommended adjustments to the GPIP Port Tariff Fee Schedule. Detail regarding proposed adjustments are contained in attached memo.

1. Dockage

DOCKAGE RATES WILL BE ASSESSED AS FOLLOWS EXCEPT AS OTHERWISE PROVIDED.

Vessel Length (feet)	DOCKAGE RATE In Dollars					
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
0 – 50 feet – rate per foot	\$0.89	\$0.94	\$0.97	\$1.00	\$1.03	\$1.06
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400	\$1,272	\$1,310	\$1,349	\$1,389	\$1,431	\$1,474

2. Monthly Transient Permits

Monthly permits (30 days):

- \$21.22 per foot of overall length up to 150'
- \$31.82 per foot of overall length for 151' and up

3. Incidental Use Fee

- \$35/hr for up to 4 hours

4. Vendor Permit

- \$150 per year

5. Wharfage Definition

- Remove fees for smaller fishing gear and consumables from wharfage fee schedule for vessels fishing for local processors.
- Remove security surcharge.

6. Passenger Vessel Fee

- \$4/passenger registered on vessel

7. Port Security Passenger Fee

- \$850/Vessel Docking

8. Access Ramp Fee

- \$1.50/foot/calendar day

9. Upland Dry Dock Fee

Short Term Projects

- \$1.95/ft/day

Long Term Project

- \$0.20/sf/month for vessels with a Sitka moorage account
- \$0.23/sf/month for vessels without a Sitka moorage account
- \$50/month Dry Dock Administrative Fee

Dry Dock limited to 4 months. Fee will double each month after 4 months without GPIIP
Port Director written approval to stay past 4 months.



Effective 2/23/2021

GARY PAXTON INDUSTRIAL PARK PORT TARIFF

OPERATED BY THE CITY AND BOROUGH OF SITKA, ALASKA

CBS TARIFF NO. 4

NAMING RATES, CHARGES, RULES AND REGULATIONS

~For~

Wharfage Dockage and Storage

At

The Port of Sitka, Alaska

ISSUED BY:

PORT OF SITKA
SITKA, ALASKA

Published as

Gary Paxton Industrial Park Port Terminal Tariff CBS NO. 4

John Leach, Municipal Administrator
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Sitka, Alaska 99835
Phone: (907)747-1808
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EXPLANATION OF ABBREVIATIONS AND SYMBOLS		
<p style="text-align: center;">SYMBOLS APPEARING IN TARIFF</p> <p>The following symbols will be used for the purpose indicated only, and will not be used for any other purpose in this tariff.</p> <p>(A) New or Added Matter (+) Increase (-) Reduction (C) Change, neither increase nor reduction (R) Indicates that item or rule has been revised (**) Cancelled or eliminated</p>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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SECTION 1 GENERAL RULES AND REGULATIONS		
ITEM 100 <u>NOTICE TO PUBLIC</u> <p>The Port of Sitka is a Non-Operating Port and is owned by the City and Borough of Sitka. This tariff is published on the City and Borough of Sitka website and is, therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic without specific notice, quotation or arrangement. (R)</p>		
ITEM 100 <u>APPLICATION OF TARIFF</u> <p>(a) GENERAL APPLICATION OF TARIFF:</p> <p>Rates, charges, rules and regulations provided in this tariff will apply only to merchandise received at or shipped from the facilities or properties operated under the jurisdiction and control of the Port of Sitka, and specifically to City and Borough Terminals, appurtenant structures thereto and waterways under the management of the Port Director, City and Borough of Sitka. Vessel charges and assessments provided in this tariff are applicable to all vessels, self-propelled or other than self-propelled, when such vessels are provided with dockage services or other vessel services named in this tariff.</p> <p>(b) TARIFF EFFECTIVE:</p> <p>The rates, charges, rules and regulations named in this tariff, additions, revisions, or supplements thereto shall apply on all freight received at facilities subject to this tariff on and after revisions, or supplements, thereto. Unless otherwise specified, all transit freight received at terminals and undelivered prior to effective dates of tariff, revisions, or supplements thereto, shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn.</p> <p>Except as otherwise provided in this section, the rates, rules and regulations published in other sections of this tariff apply to vessels, shippers, (and) consignees of Bulk Petroleum Products.</p> <p>(Continued on next page)</p>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska Revision approved by CBS Assembly 9/25/2018		

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<p style="text-align: center;"><u>APPLICATION OF TARIFF (Continued)</u></p> <p>(c) ACCEPTANCE OF TARIFF:</p> <p>Use of wharves and facilities shall be deemed an acceptance of this tariff and the terms and conditions named therein.</p> <p>(d) RESERVATIONS OF AGREEMENT RIGHTS</p> <p>Right is reserved by the Port of Sitka to enter into agreement with carriers, shippers, consignees and/or their agents concerning rates and services, providing such agreements are consistent with existing local, state and national law governing the civil and business relations of all parties concerned.</p>		
<p style="text-align: center;">ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska</p>		

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ITEM 105 <u>APPLICATION OF RATES</u>		
<p>(a) Except as otherwise provided, rates apply per 2,000 lbs., or per 40 Cu.Ft. as rated by ocean carrier, or per M.B.M., or 42 gal. per bbl. of bulk petroleum products corrected to 60 Fahrenheit, or 376 lbs. per bbl. of bulk cement.</p> <p>(b) RATES ARE SPECIFIC:</p> <p>Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for "Freight N.O.S."</p> <p>(c) PREFERENTIAL USER AGREEMENTS (PUA)</p> <p>The Port of Sitka reserves the right to negotiate preferential user rates and terms (i.e. a reduced charge for dockage, wharfage, and real estate) with requesting users who agree to provide profitable long-term business arrangements with the Port, at rates, terms and conditions consistent with policies set by the Port and City and Borough of Sitka.</p> <p>NOTE: There is no requirement for PUAs to be standardized, beyond those requirements mandated in Municipal Code to be so. Rather, terms and conditions will be tailored to each individual applicant.</p>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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ITEM 115 <u>METHOD OF PAYMENT AND PENALTIES</u>		
<p>(a) RESPONSIBILITY FOR CHARGES, PAYMENT TERMS:</p> <p>All charges for services rendered by the Port of Sitka or for the use of terminal facilities shall be billed in arrears and payable 30 days from invoice date arrears of such services or use, as follows:</p> <ol style="list-style-type: none"> 1. For all charges to the vessel, from its owners or agents before a vessel commences it's loading or discharging. 2. For all charges to the cargo, from a vessel owner, charterer, shipper or consignee before the cargo leaves the custody of the terminal. 3. For all charges on perishable goods or freight of doubtful value, or household goods. <p>(b) COMPLIANCE WITH CONDITIONS OF BERTH RESERVATION:</p> <p>Use of Port facilities and services shall comply with the Conditions of Berthing set forth in the Supplement to the Vessel Berthing Application as published by the Port.</p> <p>(c) PENALTY CHARGES ON DELINQUENT ACCOUNTS:</p> <p>All invoices will be declared delinquent thirty days after the date of the invoice and, as such, will be charged a penalty charge of \$25.00 per month for each additional thirty day period in which the invoice is past due or not fully paid, up to a maximum penalty of \$250.00. All extra expense, including legal expense, litigation cost, or costs of agents employed to affect collection shall also be assessed to, and payable to, such accounts.</p>		
<p>ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska</p>		

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ITEM 120 <u>LIABILITY FOR LOSS OR DAMAGE</u>		
<p>(a) RESPONSIBILITY LIMITED:</p> <p>No persons other than employees or agents of the holder of an authorized Terminal Operator Permit shall be permitted to perform any services on the wharves or premises of the Port of Sitka, operated under the authority of the Port Commission of the Port of Sitka, except upon written authorization of the Port Director or their designee.</p> <p>The Port of Sitka will not be responsible for any loss, damage, injury or death, including but not limited to, loss, damage, injury or death caused by earthquakes, tidal waves, fire, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, rats, mice, or other rodents, moths, weevils, or other insects, leakage or discharge from sprinkler fire systems, collapse of building or equipment, or by floats, logs or pilings required in breasting vessels way from wharf, nor will it be liable for any loss, damage, injury or death or delay arising from insufficient notification or from war, insurrection, shortage of labor, combinations, riots or strikes of any person in its employ or in service of others or from any consequences arising herefrom, except, the Port of Sitka shall not be relived from liability for its own negligence.</p> <p>(b) HOLD HARMLESS AND INDEMNITY:</p> <p>Except for that portion resulting from the negligence of the Port of Sitka, if any, owners, shippers, consignees, and carriers shall indemnify, defend, save and hold the City and Borough of Sitka, Port of Sitka harmless from and against all charges, losses, damages, liabilities, expenses, causes of action, suits, claims, demands, or judgments of any nature whatsoever that may be incurred or rise from or grow out of use of Port of Sitka facilities.</p>		
<p>ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska</p>		

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ITEM 125 <u>RIGHTS OF TERMINAL</u>		
<p>(a) RIGHTS RESERVED:</p> <p>Right is reserved by the Port of Sitka to furnish all equipment, supplies and materials and to perform all services in connection with the operation of terminals under rates and conditions named herein.</p> <p>(b) RIGHT TO REFUSE FREIGHT:</p> <p>Right is reserved by the Port of Sitka, without responsibility for demurrage, loss or damage attaching, to refuse to accept, receive, or unload, or to permit any vessel to discharge at Terminals or appurtenant premises:</p> <ol style="list-style-type: none"> 1. Freight for which previous arrangements for space, receiving, unloading or handling have not been made by shipper, consignee or carrier. 2. Freight deemed extra offensive, perishable or hazardous. 3. Freight, the value of which may be determined as less than the probable terminal charges. 4. Freight, not packed in packages or containers suitable for standing the ordinary handling incident to its transportation. Such freight, however, may be repacked or reconditioned at the discretion of the Port of Sitka and all expense, loss or damage incident thereto shall be for the account of the shipper, consignee, owner, or carrier. <p>(c) RIGHT TO REMOVE, TRANSFER OR WAREHOUSE FREIGHT:</p> <p>Hazardous or offensive freight which by its nature is liable to damage other freight, may be immediately removed to other locations or receptacles with all expense and risk for loss or damage for the account of the owner, shipper, agent or consignee.</p> <p>(Continued on next page)</p>		
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<p style="text-align: center;"><u>RIGHTS OF TERMINAL (Continued)</u></p> <p>Freight remaining after the sailing of a vessel may be piled or re-piled to make space, transferred to other locations or receptacles or removed to public or private warehouse with all expense and risk of loss or damage for account of the owner, shipper, consignee, agent, or carrier as responsibility may appear.</p> <p>This provision is subject to Item 120 (b)</p> <p>(d) RIGHT TO WITHHOLD DELIVER OF FREIGHT:</p> <p>Right is reserved by the Port of Sitka to withhold delivery of freight until all accrued terminal charges and/or advances against said freight have been paid in full. At the Port Director's discretion, any or all of such freight may be placed in public or private warehouse with all cost of removal and subsequent handling and storage for the account of the owner of the freight.</p> <p>(e) RIGHT TO SELL FOR UNPAID CHARGES:</p> <p>Freight on which unpaid terminal charges have accrued may be sold to satisfy such charges and costs, provided such sale has been publicly advertised. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or private sale without advertising, providing owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed reasonable time.</p> <p>(f) EXPLOSIVES:</p> <p>The acceptance, handling or storage of explosives or excessively flammable material shall be subject to special arrangements with the Port Director and governed by rules and regulations of Federal, State and local authorities.</p> <p>(g) OWNERS RISK:</p> <p>All water craft if and when permitted by the Port Director or his authorized agent to be moored at wharves or alongside of vessels, are at owner's risk for loss or damage.</p> <p>This provision is subject to Item 120(b).</p>		
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ITEM 130 <u>SHIPPERS' REQUESTS AND COMPLAINTS</u>		
<p>Shipper requests and complaints may be made by any shipper by filing a written statement with the Port Director, Port of Sitka, 329 Harbor Drive, Suite 202, Sitka, Alaska 99835</p>		
ITEM 131 <u>DEMURRAGE OR DELAYS</u>		
<p>In furnishing the service of vessel berth scheduling, no responsibility for any demurrage or delays whatsoever, on freight, will be assumed by the Port of Sitka.</p> <p>This provision is subject to Item 120(b).</p>		
ITEM 135 <u>DELAYS - NO WAIVER OF CHARGES</u>		
<p>Delays which may be occasioned in loading, unloading, receiving or delivering freight as a result of equipment failure or breakdown or of combinations, riots or strikes of any persons or arising from any other cause not reasonably within the control of the Port of Sitka, will not excuse the owners, shippers, consignees or carriers of the freight from full wharf demurrage or other terminal charges or expenses which may be incurred under conditions stated herein.</p> <p>This provision is subject to Item 12(b).</p>		
ITEM 140 <u>MANIFESTS REQUIRED OF VESSELS</u>		
<p>Masters, owners, terminal operators, agents or operators of freight vessels are required to furnish the Port of Sitka with complete copies of vessels' manifests showing names of consignees or consignors and the weights or measurements of all freight loaded or discharged at the facilities of the Port of Sitka. Such manifests must be certified as correct by an authorized official of the company and must also designate the basis weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.</p>		
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ITEM 145 <u>CLASSIFICATION OF TRAFFIC</u> Coastwise Trade: All traffic between West Coast ports of the United States and Alaska. Inter-Coastal Trade: All traffic between ports of the United States, other than West Coast ports, and Alaska. Intra-Alaska Trade: Traffic between points in Alaska. Foreign Trade: All traffic between ports outside the United States of Alaska.		
ITEM 150 <u>BERTHING</u> The maximum vessel sizes that can berth at the face of the dock is a 30' beam by 150' long vessel with 440 US ton displacement and a berthing velocity normal to the dock of .71 knots with existing fender system. Vessels over 150' up to a 100' beam by 400' long with a displacement of 22,000 US tons can be accepted at the face of dock with an approved fender system.		
ITEM 150 <u>ENVIRONMENTAL PARAMETERS</u> Tidal Currents Tidal currents for the Port generally vary from 2-4 knots. Extreme tidal currents in excess of 5 knots have been reported. Tidal current information is published and available from NOAA. Temperature Temperatures at the Port generally range from 62 degrees Fahrenheit in the summer to 30 degrees Fahrenheit in the winter. (Continued on next page)		
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<p style="text-align: center;"><u>ENVIRONMENTAL PARAMETERS (Continued)</u></p> <p style="text-align: center;"><u>DEPTH OF WATER</u></p> <p>50' at the face of the dock. 30'-50' at the stern of the barge (left side facing out) Not sure how to designate the area. 20' at the interior small boat float.</p> <p style="text-align: center;"><u>NOAA TIDE BENCHMARKS AT SITKA, ALASKA:</u></p> <p>ELEVATION DATUM FOR THE PROJECT IS 0.0 FT MEAN LOWER LOW WATER (MLLW)</p> <ul style="list-style-type: none"> • HIGHEST TIDE OBSERVED 14.8 FT • MEAN HIGHER HIGH WATER 9.9 FT • MEAN HIGH WATER 9.2 FT • MEAN TIDE LEVEL 5.3 FT • MEAN LOW WATER 1.5 FT • MEAN LOWER LOW WATER 0.0 FT • LOWEST TIDE OBSERVED -4.1 <p style="text-align: center;">(Continued on next page)</p>		
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<p align="center"><u>ENVIRONMENTAL PARAMETERS (Continued)</u></p> <p align="center"><u>WINTER USE OF THE PORT</u></p> <p>The Port is open year round. However, extreme temperatures provide a number of challenges during the winter months. Machinery including fuel systems, cooling systems, winches, anchors, ballast water systems, and other auxiliary systems must be winterized and maintained in a state for use in the extreme environment. Tug assistance aids in mitigating these conditions.</p> <p align="center">(Continued on next page)</p>		
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<p align="center"><u>ENVIRONMENTAL PARAMETERS (Continued)</u></p> <p align="center"><u>SAFETY CABINETS AND BOLLARD SPECIFICATIONS</u></p>		
<p>DESIGN LOADS:</p> <p>* ASCE 7-05 MIN DESIGN LOADS</p> <p>* ASCE 61-14 SESMIC DESIGN OF PIERS AND WHARVES</p> <p>* UFC 4-159-03 DESGIN: MOORINGS</p>		
<p>DEAD LOAD WEIGHT OF ALL CONSTRUCTION MATERIALS</p>		
LIVE LOAD	FLOATING DOCK	400 PSF
	TRANSFER BRIDGE	125 PSF
	SMALL CRAFT FLOAT	50 PSF
	SMALL CRAFT GANGWAY	50 PSF
SNOW LOAD		50 PSF
WIND LOAD ON STRUCTURES		
	WIND SPEED, V	120 MPH 3-SEC GUST
	EXPOSURE CATEGORY	D
	IMPORTANCE FACTOR, LW	1
	TOPOGRAPHIC FACTOR, Kzt	1
	DIRECTION FACTOR	0.85
	GUST FACTOR, G	0.85
SEISMIC	ASCE 61-14 PERFORMANCE REQUIREMENTS = LOW DISGIN EARTHQUAKE PER ASCE 7.05 LIFE SAFETY PROTECTION SS = 0.834 g, S1=0.46g, Fa = 1.1, Fv= 2.4 SDS=0.611 g, SDI=0.742G SEISMIC DESIGN CATEGORY D SITE CLASS E	
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ITEM 160 <u>SAFETY, SANITATION AND HOUSEKEEPING</u>		
<p>(a) SAFETY AND SANITATION:</p> <p>Users/Operators of Port of Sitka facilities will be required to comply with all safety and sanitation rules applicable on structures and facilities of the Port of Sitka as required by federal, state and local law.</p> <p>(b) RESPONSIBILITY FOR HOUSEKEEPING:</p> <p>Users/Operators of Port of Sitka property will be required to maintain same in an orderly manner as directed by the Port Director. If User/Operator does not properly clean property used, the Port Director shall order the work performed and User/Operator will be billed at cost, including 15% overhead.</p> <p>(c) SMOKING PROHIBITED:</p> <p>No smoking shall be allowed on any wharf, pier or in any warehouse or transit shed except in approved areas specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Director, from the further use of any wharf and, in addition, shall be subject to prosecution under applicable Federal, State and Municipal Laws.</p>		
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ITEM 165 <u>RESPONSIBILITY FOR PROPERTY DAMAGE</u>		
<p>Damaged Port property and facilities should be reported immediately to the Port Director. The initial reporting of damages should be communicated by the most expeditious means, followed in writing. Owners/operators damaging Port of Sitka property will be responsible for repairs. Should the repairs be undertaken by the Port of Sitka the owners/operators will be billed for repairs to damaged property at cost, including 15% overhead.</p>		
ITEM 166 <u>FACILITY USE AGREEMENT</u>		
<p>Private owners and business vendors/contractors desiring to use the GPIP facility to work on vessels owned by a third-party shall complete a facility use agreement with the port and pay appropriate fee before they begin work on vessel(s). The facility use agreement has specific provisions that address basic yard rules and regulations, boatyard user required best management practices, an agreement section addressing indemnify/hold harmless requirements and insurance requirements. The facility use agreement is available for review during normal business hours.</p>		
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ITEM 170 <u>BULK PETROLEUM PRODUCTS</u>		
<p>(a) APPLICATION OF TARIFF:</p> <p>Except as otherwise provided in this section, the rates, rules and regulations published in other sections of this tariff apply to vessels, shippers, and consignees of Bulk Petroleum Products.</p> <p>(b) CLEARING PETROLEUM LINES:</p> <p>Shippers, consignees or vessels and persons in charge thereof are responsible for providing means to assure the proper flow of products. Shippers, consignees or vessels and persons in charge thereof will be responsible for clearing all petroleum products, other liquid products, compounds, and residues from lines located on or adjacent to the Petroleum Terminal after vessel completes loading or discharging unless otherwise authorized by the Port Director. In the event the Port of Sitka performs any of the above named services, any applicable costs will be billed to shipper, consignee or vessel at cost plus 15% overhead.</p> <p>(c) REGULATIONS GOVERNING PETROLEUM PRODUCTS:</p> <p>The transfer of bulk petroleum products shall be governed by applicable federal, state and local laws, regulations, permits and ordinances/regulations including Port of Sitka Bulk Petroleum Transfer Procedures Manual rules.</p> <p>(d) HOUSEKEEPING:</p> <p>Flammable liquids leaked or spilled on wharves shall be cleaned up immediately. Vessel operators or their agents shall remove temporary lines immediately upon completion of receipt or discharge of flammable liquids. Spillage from disconnected lines shall be the responsibility of the petroleum terminal operator, vessel owner/operator and/or their agents. All spills should be reported to the Port Director and regulatory authorities immediately.</p> <p>(e) DEPARTURE AFTER LOADING OR DISCHARGING:</p> <p>Any vessel after having discharged or loaded any petroleum product must immediately haul away from dock, pier or wharf and depart, unless otherwise authorized by the Port Director.</p>		
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ITEM 175 <u>DEFINITIONS – GENERAL</u>		
<p>(a) "AFFREIGHTMENT": A contract of affreightment is one with a ship owner to hire his ship or part of it for the carriage of goods. Such a contract generally takes the form of a charter party or bill of lading.</p> <p>(b) "BEAM" means the greatest overall width of a vessel.</p> <p>(c) "BILL OF LADING" means a document by which the master of a ship acknowledges having received in good order and condition (or the reverse) certain specified goods consigned to him by some particular shipper, and binds himself to deliver them in similar condition - unless the perils of the sea, fire, or enemies prevent him - the consignees of the shipper at the point of destination on their paying him the stipulated freight.</p> <p>(d) "BULK CARGO" means cargo that is loaded and carried in bulk without mark or count in a loose unpackaged form, having homogeneous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and is, therefore, subject to the requirements of this part.</p> <p>(e) BUSINESS ENTITY" means a person, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.</p> <p>(f) "CARLOADING OR UNLOADING" is the service performed to load cargo from wharf premises or other such terminal premises designated by the Port Director or his authorized representative to be used for such purposes, to or from railroad cars or trucks, trailers, semi-trailers from or to wharf premises or other terminal premises.</p> <p>(g) "COMMISSION" means the Federal Maritime Commission.</p> <p>(h) "CONSIGNEE" means the recipient of cargo from a shipper, individuals or business entities to whom a transported commodity is to be delivered.</p> <p style="text-align: center;">(Continued on next page)</p>		
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<p style="text-align: center;"><u>DEFINITIONS – GENERAL (Continued)</u></p> <p>(i) freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes or pallets.</p> <p>(j) "DELINQUENT LIST" means the record of vessels, their owners or agents, or other users of the Port of Sitka who have failed to pay charges within sixty (60) days after date of invoice or who have not furnished proper cargo statements to the Port Director.</p> <p>(k) "DERELICT" means any watercraft moored or otherwise located within the Port which is forsaken, abandoned, deserted or whose owner fails to contact the Port Director within seven (7) days after written notice declaring the watercraft to be abandoned is attached to said watercraft.</p> <p>(l) "DIRECT LOADING OR UNLOADING" is the service accorded to cargo in transferring cargo by ship's tackle between ship and open top railroad cars, vehicles, pipeline, or water, raft, barge, lighter, or other waterborne vessels; or open top trucks, trailer beds or bodies, which are spotted within reach of ship's tackle or terminal's tackle.</p> <p>(m) "DOCKAGE" is the charge assessed to a vessel for docking at a wharf, dock, pier or other facility, or for mooring to a vessel so docked.</p> <p>(n) "DUNNAGE" means loose wood or other material used in a ship's hold for the protection of cargo and specified items approved by the Sitka Port Commission in Item 202.</p> <p>(o) "FLOATING DOCKS/FLOATS" means docks/floats equipped with or without gangways that are secured to the appurtenant to it for the use of small vessels.</p> <p>(p) "FOREIGN COMMERCE" means that commerce under the jurisdiction of the Foreign Commerce Act.</p> <p style="text-align: center;">(Continued on next page)</p>		
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<p style="text-align: center;"><u>DEFINITIONS – GENERAL (Continued)</u></p> <p>(q) "FOREST PRODUCTS" means forest products including, but not limited to, lumber in bundles, rough timber, ties, poles, piling, laminated beams, bundled siding, bundled plywood, bundled core stock or veneers, bundled particle or fiber boards, bundled hardwood, wood pulp in unitized bales, paper and paper board in rolls or in pallet or skid-sized sheets, liquid or granular by-products derived from pulping and papermaking, and engineered wood products.</p> <p>(r) "GANGWAY" means a narrow, portable platform used as a passage by persons entering or leaving a vessel moored alongside a quay or pier.</p> <p>(s) "HANDLING" is the service accorded to cargo movement from end of ship's tackle or terminal's tackle to the first place of rest on the wharf or other terminal premises designated by the Port Director or his authorized representative to be used as the first place of rest, or from such first place of rest on the wharf or other such terminal premises to a place within reach of ship's tackle or terminal's tackle.</p> <p>(t) "HOLIDAYS": Whenever in this tariff reference is made to holidays the following days are included: New Year's Day, Martin Luther King Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and every other day appointed by the President of the United States of America and/or the Governor of Alaska. In the event that one of the above mentioned holidays occurs on Saturday, the previous Friday will be considered a holiday for the purpose of this tariff. In the event that one of the above mentioned holidays occurs on Sunday, the following Monday will be considered a holiday for the purpose of this tariff.</p> <p>(u) "INDUSTRIAL PARK" means those parcels of real property adjacent to the Municipal Terminal which organizations with business interests at the Port may lease/rent from the Municipality.</p> <p>(v) "LADDER" means a metal, wooden or rope stairway.</p> <p>(w) "LOA" means the overall length of a watercraft measured from the most forward point at the Beam to the aftermost part of the stern of the watercraft, to include the motor.</p> <p style="text-align: center;">(Continued on next page)</p>		
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<p style="text-align: center;"><u>DEFINITIONS – GENERAL (Continued)</u></p> <p>(x) "MANIFEST" means a detailed statement of a vessel's cargo, giving the bills of lading numbers, marks, number of packages, names of shipper, names of consignee, weight or total measurement of goods, rate of freight and where payable. Such a statement is sent by the owners or brokers at port of shipment to their agents at destination port.</p> <p>(y) "MOORING" means to secure a ship or vessel or any floating object in a particular place by weight, chain, rope, float, structure, or any appliance used for anchoring purposes by a watercraft which is not carried aboard a watercraft as part of it.</p> <p>(z) "MOTOR VEHICLE" means a wheeled vehicle whose primary purpose is ordinarily the non- commercial transportation of passengers, including an automobile, pickup truck, minivan, or sport utility vehicle.</p> <p>(aa) "CITY AND BOROUGH DOCK" means the concrete operating wharves and their associated facilities, such as cranes, transit shed and access trestles permanently affixed thereto.</p> <p>(bb) "CITY AND BOROUGH TERMINALS" means the Municipal Docks and all waterfront property as shown on page ___ of this tariff, Transit Areas and their associated facilities, such as access roads, and the adjacent storage areas necessary to conduct normal day-to-day dock or cargo handling operations.</p> <p>(cc) "NON•OPERATING PORT" means a landlord port with all port facilities generally leased, rented or preferentially assigned with the lessee, rental permittee or assignee responsible for operating the facilities.</p> <p>(dd) "OPERATING PORTS" generally provide all port services except stevedoring with their own employees including, but not limited to, loading and unloading of rail cars and trucks and the operation of container terminals, grain elevators, and other bulk terminal operations.</p> <p>(ee) "LIMITED•OPERATING PORTS" lease facilities to others, but continue to operate one or more facilities with port employees. These operated facilities may be specialized terminals, such as grain elevators, bulk terminals, container terminals, etc.</p> <p style="text-align: center;">(Continued on next page)</p>		
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<p style="text-align: center;"><u>DEFINITIONS – GENERAL (Continued)</u></p> <p>(ff) "OVERSTOWAGE" means faulty loading, as when cargo for the second port of discharge is stowed above cargo for the first port and therefore the latter cannot be discharged at its destination.</p> <p>(gg) "POINT OF REST": Point of Rest is defined as that area on the terminal facility which is assigned for the receipt of inbound cargo from the vessel and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.</p> <p>Note: Issued pursuant to F.M.C., Docket 875, General Order 15.</p> <p>(hh) "PORT" means a place at which a common carrier originates or terminates (by transshipment or otherwise) its actual ocean carriage of cargo or passengers as to any particular transportation movement.</p> <p>(ii) "PORT DIRECTOR" means the Director of the Port of Sitka or the Port Director's designee.</p> <p>(jj) "PORT FACILITIES" means all docks, floats, berths, wharves, and other landing, launching, mooring, cargo or other facilities located within the Port of Sitka.</p> <p>(kk) "PORT OF SITKA" means the Port of Sitka Subdivision as defined by plat number ____, sheets, exclusive of those areas which are within the exclusive jurisdiction of either the state or the United States.</p> <p style="text-align: center;">(Continued on next page)</p>		
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<p style="text-align: center;"><u>DEFINITIONS – GENERAL (Continued)</u></p> <p>(ll) "TERMINAL OPERATOR" means a person or company engaged in the United States or a commonwealth, territory, or possession thereof, in the business of furnishing wharfage, dock, warehouse or other terminal facilities or services in connection with a common carrier, or in connection with a common carrier and a water carrier subject to Subchapter II of Chapter 135 of Title 49, United States Code. A marine terminal operator includes, but is not limited to, terminals owned or operated by states and their political subdivisions; railroads who perform port terminal services not covered by their line haul rates; common carriers who perform port terminal services; and agents thereof who operate port terminal facilities.</p> <p>(mm) "TERMINAL OPERATOR PERMIT" is a permit issued by the City and Borough of Sitka for an agency/entity to perform one or more of the following marine related services or operations at the Port of Sitka: petroleum transfer operations; general cargo operations; dry bulk cargo operations; outloading of cargo from first place of rest within Port transit areas; vessel servicing; fish handling operations; and, passenger operations.</p> <p>(nn)"TRANSSHIPMENT" means the transfer of goods from the vessel stipulated in the contract of affreightment to another vessel before the place of destination has been reached.</p> <p>(oo) "VESSEL" means ships or crafts of all types, including but not limited to the following: motor ships, steam ships, canal boats, tugs, barges, sailing vessels, motor boats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means.</p> <p>(pp)"VESSEL OWNER" means the actual or registered owner, charterer, master, agent, person in navigational control or person responsible for the operation of the vessel.</p> <p>(qq)"WATERCRAFT" means any vessel, including but not limited to houseboats, floatplanes, waterborne aircraft, floats, scows, rafts, pile drivers, or any other floating structure adopted to be navigated from place to place, used for recreational, commercial, or other purpose upon the waterways within the Port or moored at any place within the Port.</p> <p style="text-align: center;">(Continued on next page)</p>		
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ITEM 200 <u>DOCKAGE</u>		
<p>(a) DOCKAGE:</p> <p>Dockage is the charge assessed to a vessel for docking at a wharf, dock, pier or other facility, or for mooring to a vessel so docked.</p>		
<p>(b) DOCKAGE PERIOD - HOW CALCULATED:</p> <p>Dockage shall commence when a vessel's first line is made fast to a wharf, pier or other facility, or when a vessel is moored to another vessel so berthed and shall continue until such vessel is completely freed from and has vacated the berth. No deductions will be made for Sundays or holidays.</p>		
<p>(c) BASIS FOR COMPUTING CHARGES:</p> <p>Dockage charges will be assessed on the length-over-all of the vessel. Length-over-all shall be construed to mean the linear distance, expressed in feet, from the most forward point of the stem of the vessel to the aftermost part of the stern of the vessel, measured parallel to the baseline of the vessel.</p> <p>For dockage billing purposes, length-over-all of the vessel as published in "Lloyd's Register of Shipping" will be used. If no such figure appears in "Lloyd's Register", the Port reserves the right to: (1) obtain the length-over-all from the vessel's register, or (2) measure the vessel.</p>		
<p>(d) VESSEL DOCKED TO REPAIR, SHORE, OUTFIT OR FUMIGATE:</p> <p>Full dockage will be charged if and when a vessel is permitted to make repairs or alterations, shore for special freight, outfit, store or fumigate while docked at wharf.</p> <p>(Continued on next page)</p>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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<p style="text-align: center;"><u>DOCKAGE (Continued)</u></p> <p>(e) VESSELS REQUIRED TO OBTAIN ASSIGNMENTS/BERTHING RESERVATION:</p> <p>No vessel will be permitted to berth at a wharf or terminal facility of the without having first made written application for a berth assignment and without such an assignment having been granted. Berthing Applications are available from the Port of Sitka offices.</p> <p>Application of berth assignments must be made as far in advance of the arrival of vessel as possible and must specify arrival and departure dates and the nature and quantity of the freight to be loaded or discharged.</p> <p>(f) BERTHING POLICY/BERTHING RESERVATION:</p> <p>A Terminal Operator Permittee may secure reserved dock space under the following conditions:</p> <ol style="list-style-type: none"> (1) Provide the Port with a fully completed Berthing Application indicating berth and desired, scheduled dockside activities/services needed and timeframes/ date(s) requested. (2) Berthing Application and prepaid dockage must be received by the Port a minimum of 4 business days prior to anticipated vessel arrival. Applications will be processed on a first-come first-served basis. (3) Port will determine availability of berth, services, etc., and dates requested. Should berthing schedule conflicts be found between berthing applicants, the Port shall mediate a resolution which will attempt to minimize negative impacts on both (or all) parties? (4) Full dockage fees will be paid to the Port at the time of application for berthing reservation Prepaid dockage fees will be non-refundable unless a written cancellation is received by the Port a minimum of 24 hours prior to scheduled vessel arrival. <p style="text-align: center;">(Continued on next page)</p>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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<p style="text-align: center;"><u>DOCKAGE (Continued)</u></p> <p>(5) When space is available, vessels with approved reservations may have a 24-hour grace window on either side of scheduled call/stay provided no other reservations have been received.</p> <p>(6) Vessels that dock at berths without prior berthing application approvals do not have berthing privileges or priority and shall complete a berthing application immediately after docking.</p> <p>(g) VESSELS REQUIRED TO VACATE BERTHS:</p> <p>Vessels may occupy a berth, subject to charges named in Item 200, Section (j), providing such vessel shall vacate the berth upon demand by the Port Director or his authorized representative. Vessels refusing to vacate berth on demand may be moved by tug or otherwise, and any expenses or damages to vessel, other vessels or wharf structures during such removal shall be charged to the vessel so moved.</p> <p>(h) CHARGES ON VESSEL SHIFTING:</p> <p>When a vessel is shifted directly from one wharf (berth) to another wharf (berth) owned by the Port of Sitka, the total time at such berths will be considered together in computing the dockage charge.</p> <p>(i) CHARGES TO ASSISTING VESSELS:</p> <p>A single vessel, when actively engaged as a tug boat, assisting and made fast outboard of a vessel loading or discharging cargo, will be accorded free dockage. A tug boat leaving its tended vessel for any purpose shall waive its right to free dockage for the period of berthing it left its tended vessel until it secures back to its tended vessel.</p>		
<p style="text-align: center;">ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska</p>		

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<div><div><u>DOCKAGE (Continued)</u></div><div><u>(R)</u></div></div> <div>(j) DOCKAGE RATES WILL BE ASSESSED AS FOLLOWS EXCEPT AS OTHERWISE PROVIDED.</div> <table><tr><th rowspan="2">Vessel Length (feet)</th><th colspan="6">DOCKAGE RATE In Dollars</th></tr><tr><th><u>2020</u></th><th><u>2021</u></th><th><u>2022</u></th><th><u>2023</u></th><th><u>2024</u></th><th><u>2025</u></th></tr><tr><td>0 – 50 feet – rate per foot</td><td>\$0.89</td><td>\$0.94</td><td>\$0.97</td><td>\$1.00</td><td>\$1.03</td><td>\$1.06</td></tr><tr><td>51 – 149 feet – rate per foot</td><td>\$1.12</td><td>\$1.19</td><td>\$1.23</td><td>\$1.27</td><td>\$1.31</td><td>\$1.35</td></tr><tr><td>150 - 199</td><td>\$445</td><td>\$472</td><td>\$486</td><td>\$501</td><td>\$516</td><td>\$531</td></tr><tr><td>200 - 299</td><td>\$665</td><td>\$705</td><td>\$726</td><td>\$748</td><td>\$770</td><td>\$793</td></tr><tr><td>300-399</td><td>\$998</td><td>\$1,028</td><td>\$1,059</td><td>\$1,091</td><td>\$1,124</td><td>\$1,158</td></tr><tr><td>400</td><td>\$1,272</td><td>\$1,310</td><td>\$1,349</td><td>\$1,389</td><td>\$1,431</td><td>\$1,272</td></tr></table>			Vessel Length (feet)	DOCKAGE RATE In Dollars						<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	0 – 50 feet – rate per foot	\$0.89	\$0.94	\$0.97	\$1.00	\$1.03	\$1.06	51 – 149 feet – rate per foot	\$1.12	\$1.19	\$1.23	\$1.27	\$1.31	\$1.35	150 - 199	\$445	\$472	\$486	\$501	\$516	\$531	200 - 299	\$665	\$705	\$726	\$748	\$770	\$793	300-399	\$998	\$1,028	\$1,059	\$1,091	\$1,124	\$1,158	400	\$1,272	\$1,310	\$1,349	\$1,389	\$1,431	\$1,272
Vessel Length (feet)	DOCKAGE RATE In Dollars																																																								
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ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska																																																									
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<p>Note 1: Dockage is assessed as follows:</p> <ul style="list-style-type: none"> a. Incidental Use of the Dock – Vessels 0 - 200 feet = \$35/hour for up to 4 hours. (+) b. Over 4 hours, and not more than 24 hours, shall be charged one full day's dockage. c. Vessels over 200 feet shall be charged one full day's dockage for incidental use. <p>(k) MONTHLY DOCKAGE RATES:</p> <p>Vessels employed solely in the business of providing tug service to vessels calling at the Port may make application to the Port Director for monthly dockage rates.</p> <p>4</p> <p>Vessels accorded the monthly rate shall not be deemed to have been given any preferential berthing right and shall vacate any particular berth when ordered to do so by the Port Director.</p> <p>The monthly agreement may be revoked by the Port Director and terminated by the operator upon five days written notice.</p> <ul style="list-style-type: none"> a. Monthly permits (30 days) (A) <ul style="list-style-type: none"> \$21.22 per foot of overall length up to 150' \$31.82 per foot of overall length up for 151' and up <p style="text-align: center;">(Continued on next page)</p>		
<p style="text-align: center;">ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska</p> <p style="text-align: center;">Increase approved by CBS Assembly 2/23/2021</p> <p style="text-align: center;">Addition approved by CBS Assembly 2/23/2021</p>		

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ITEM 202 <u>DUNNAGE</u> (a) DEFINITION: The specified items approved by the Sitka Port Commission for which no wharfage charge will be assessed on outbound containers carrying the specific dunnage items, for which wharfage was assessed on the inbound movement. The qualifying dunnage materials that are used strictly for the purpose of securing and protecting cargo are listed below: Bags, Horticultural, Growing Bags, bulk container, empty Bales of Cardboard Baskets Bins, necessary for the transportation of groceries, foodstuffs and/or department store merchandise Blankets, furniture Boxes, fiberboard, paper or pulpboard, used, collapsed Bread Trays Cans, Aluminum, empty, used Containers, bulk flour Containers, bulk liquid (Porta-feeds), used for transporting chemicals or paint, in bulk, capacity not to exceed 500 gallons each Cylinders Cribbing Cribs Dunnage, rubber, inflatable Dunnage, wooden Hampers, garment Hangers, garment Kegs, not exceeding 55 gallon capacity Load locks Material, not a part of the pallet, platform, skid or shipping container, used to protect top of loading or to secure the load to the pallet, platform or shipping container Milk Baskets, Milk Crates Pads; i.e., packing, shipping, cotton or jute, old, used per Item 148700 of NMFC (Furniture Pads) Pallets <div style="text-align: center;">(Continued on next page)</div>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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<p style="text-align: center;"><u>DUNNAGE</u> <u>(Continued)</u></p> <p>Pallets, Platforms or Skids, with or without standing or collapsible sides or ends, with or without top, and includes plastic or rubber liners used in conjunction therewith</p> <p>Platforms, Partitions or Dividers Racks Racks, Shoe Reels Skids Spools Totes</p> <p>Note: the return provisions of dunnage will apply only when the returned articles have been assessed wharfage on inbound movement.</p>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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ITEM 210 <u>LOADING AND UNLOADING</u>		
Over 20 feet RATE (each per day)	<u>2018</u> \$6.15	<u>2019</u> \$6.52
	<u>2020</u> \$6.91	<u>2021</u> \$7.32
		<u>2022</u> \$7.76
(a) DIRECT LOADING AND UNLOADING: Direct loading or unloading is the service accorded to cargo in transferring cargo by ship's tackle or terminal's tackle between ship and open top railroad cars or water, raft, barge, lighter, or other waterborne vessels; or open top trucks, trailer beds or bodies, which are spotted within reach of ship's tackle or terminal's tackle. Cargo shall be subject to wharfage charges.		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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ITEM 212 <u>FREE TIME</u> <div> <div>(a) DEFINITION:</div> <div>The specified period during which cargo may occupy space assigned to it on Terminal property, free of wharfage, demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo on or off the vessel.</div> </div> <div> <div>(b) COMPUTING FREE TIME:</div> <div>Free time starts the first 12:00 am after cargo is received or unloaded onto wharf from car or truck, or, in the case of cargo received from vessel, the first 12:00 am after completion of the vessel's discharge. On outbound traffic, the day or days vessel is loading are not included in the computation. On inbound traffic from vessel, delivery of which is made after the allotted free time period, the day freight is loaded out or delivered to truck or car is to be included in the computation as a storage day.</div> <div>When freight is transshipped between deep sea vessels and involves application of both a long and short time period, the longer period shall be allowed, but not the aggregate of any two free time periods.</div> </div> <div> <div>(c) FREE TIME PERIOD:</div> <div>Free time of three (3) days will be allowed on all inbound traffic. Free time of three (3) days will be allowed on all outbound cargo. Subject to the discretion of the Port Director.</div> </div>		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska		

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ITEM 215 <u>TERMINAL OPERATOR PERMIT</u> <div> (a) TERMINAL OPERATOR PERMITS: The services set forth in Item 215, Section (b) shall be provided by independent agents at the Port of Sitka under Terminal Operator Permits issued by the Sitka Port Commission. These permits are available to any qualified agent desiring to provide terminal services at the Port of Sitka and required by the Port of Sitka. A current list of the Terminal Operator Permit Holders operation at the Port of Sitka is on file at the Port of Sitka and available upon request. Permit fee: \$150 annually (A) </div>		
ITEM 220 <u>MINIMUM CHARGES</u> Except as otherwise provided herein, where named services are performed, the minimum charge for any single shipment shall be: Wharfage: \$35.00 (Continued on next page)		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska Addition approved by the CBS Assembly 2/23/2021		

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ITEM 222 <u>PORT LABOR</u>											
<p>(a) SUBJECT TO CHANGE: The rates named in this tariff, revisions or supplements thereto, are based upon ordinary traffic and labor conditions. If and when these conditions change because of demand of labor for increased wages, strikes, congestions or other causes not reasonably within the control of the Port of Sitka, resulting in an increased cost of service, the rates are subject to change without notice.</p> <p>(b) OVERTIME: Overtime work performed on Saturdays, Sundays, or Holidays or after 5:00 P.M., or before 8:00 A.M., Mondays through Fridays, or during meal periods as shown below:</p> <table> <tr> <td>06:00 A.M.</td><td>to</td><td>07:00 A.M.</td></tr> <tr> <td>12:00 Noon</td><td>to</td><td>01:00 P.M.</td></tr> <tr> <td>06:00 P.M.</td><td>to</td><td>07:00 P.M.</td></tr> </table> <p>(c) STANDBY TIME: Except as otherwise provided, when the Port of Sitka is required to order labor for a specific service, and through no fault or inability of the Port of Sitka, the work or service is not commenced, causing standby time to accrue, or when work or service after commencement is delayed through no fault of the Port of Sitka for periods of fifteen consecutive minutes or more, current man-hour rates or agent's actual labor rates, plus 15% will be assessed against the part for whom labor was ordered. In computing cost of man-hour time, less than 15 minutes will be considered no delay, but time of 15 minutes or more will be considered delay time and charges computed from cessation of work until resumption of work will be assessed in units of 15 minutes, except that no charge will be made for the final 15 minutes if work commences within the first seven minutes of such period.</p> <p>(d) MINIMUM LABOR HOURS: When the Port of Sitka is required to furnish labor for a specific service and such service is completed before the expiration of the minimum time allowed under current labor working agreements and awards, the labor charges accruing after the specific service is completed and until the end of the minimum time allowed will be assessed at current man-hour rates plus 15% overhead.</p>			06:00 A.M.	to	07:00 A.M.	12:00 Noon	to	01:00 P.M.	06:00 P.M.	to	07:00 P.M.
06:00 A.M.	to	07:00 A.M.									
12:00 Noon	to	01:00 P.M.									
06:00 P.M.	to	07:00 P.M.									
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska											

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<p style="text-align: center;"><u>PORT LABOR (Continued)</u></p> <p>(e) RATES APPLY WHEN NOT OTHERWISE PROVIDED: When services are performed by the Port of Sitka, its employees or agents, for which no specific rates are set forth in this tariff, or when reference is made to this item, charges for such services shall be at current man-hour rates, or agent's actual labor rates, plus 15% overhead, and the charge for any equipment used as set forth in Item 205. Charge for materials furnished in connection with said services will be assessed at actual cost to the Port of Sitka, plus 15%.</p> <p>(f) LINE HANDLING: The Port of Sitka does not perform the services of line handling. Such service is arranged by and is for the account of the agents of the vessel or stevedore company handling the vessel.</p> <p>(g) LONGSHORE MAN•HOUR RATES: Man-hour rates for longshore work are available from holders of valid stevedore companies.</p>		
<p style="text-align: center;">ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska</p>		

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ITEM 250 WHARFAGE

- (a) Wharfage is the charge assessed against any freight, cargo, goods placed in a transit shed or on a wharf, or passing through, over or under a wharf or Municipal Terminal; or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other

(b) **APPLICATION:**

Wharfage rates named in this tariff will be charged for all merchandise received over the Municipal Docks or Municipal Terminal of the Port of Sitka and will be in addition to all other charges made under provisions of this tariff, EXCEPT:

No wharfage shall be charged to ship's gear, such as strongbacks, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. Fuel handled over wharf will not be considered as ship's stores and will be subject to wharfage and other charges that may be incurred.

No wharfage shall be charged for fishing gear and consumables under 30 square feet in area for vessels that fish for local processors. **(A)**

(Continued on next page)

ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska
Addition approved by the CBS Assembly 2/23/2021

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<p>(c) OVERSIDE: Full wharfage named herein will be charged to merchandise discharged or loaded overside of vessel directly to or from another vessel or to the water when vessel is berthed at wharf.</p> <p>(d) OVERSTOWED CARGO: Overstowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is immediately re-loaded to departure of the same vessel.</p> <p>(e) MINIMUM CHARGE: See Item 220.</p> <p>(f) SCHEDULE OF RATES: Except as otherwise specifically provided, rates are in cents per ton of 2000 lbs.</p> <p>(g) TRANSSHIPPED CARGO: Transshipped cargo shall be taken as a single through movement and shall be included only one time for purposes of determining the wharfage rate.</p> <p>(h) SECURITY SURCHARGE: Notwithstanding any other schedule of charges, the Port of Sitka shall assess a security surcharge of \$0.58 per ton for all commodities crossing the Port of Sitka. (**)</p> <p>(i) Passenger Flat Fee: In addition to other tariff provisions, the terms and conditions of this item apply. Charges are assessed to passenger vessels and cruise ships using the Port of Sitka. (A)</p>		
<p>ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska</p> <p>Revision approved by CBS Assembly 2/23/2021</p> <p>Addition approved by the CBS Assembly 2/23/2021</p>		

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COMMODITY	WHARFAGE RATE In Dollars					
	2018	2019	2020	2021	2022	2023
Pursuant to the establishment of the Office of Homeland Security in 2001 and Maritime Transportation Security Act of 2002, the Port of Sitka will assess a security fee in order to defray expenses associated with mandated security measures.						
Heavy Equipment including cranes, sanders, sweepers, graders, loaders, fork lifts,	\$12.87	\$13.64	\$14.46	\$15.33	\$16.25	\$17.22
PORT FACILITY SECURITY FEES petroleum products. See Item 170.	\$0.68	\$0.72	\$0.76	\$0.81	\$0.86	\$0.91
CARGO VESSELS						
Notwithstanding any other schedule of charges, the Port of Sitka shall assess a security surcharge on <u>per ton</u> for all commodities crossing the Port of Sitka facilities. (Subject to Note 1)						
NON-CARGO VESSELS						
Notwithstanding any other schedule of charges, the Port of Sitka shall assess a security fee on the gross tons of all vessels calling at the Port facilities.	\$0.12	\$0.13	\$0.13	\$0.14	\$0.15	\$0.16
PASSENGER						
Notwithstanding any other schedule of charges, the Port of Sitka shall assess a flat security fee on passenger embarking or disembarking at the Port facilities.				\$850	\$850	\$850 (C)
Note 1: The Upper Cook Inlet Area Maritime Stakeholders that currently contribute to Security are exempt from the above security fees.						
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska Change approved by CBS Assembly 2/23/2021						

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Item 260 - CHARGES FOR MISCELLANEOUS SERVICES						
Terminal Storage				(R)		
(a) TERMINAL STORAGE						
Terminal storage, included closed or covered storage, open or ground storage, bonded storage or refrigerated storage after storage arrangements have been made or other terminal facility for the storing of inbound and outbound cargo or gear after expiration of free time. When space is available and arrangements are entered into prior to arrival of cargo at terminal, storage may be permitted.						
Storage charges for cargos in transit will be assessed as follows:						
	STORAGE RATE in Dollars					
	2018	2019	2020	2021	2022	2023
(1) Annual rate for storage of fishing nets on 8’x12’ pallets:	\$1,000	\$1,060	\$1,123.60	\$1,191	\$1,262.50	\$1,338.25
Storage rate per month: \$125/month (2 month minimum, paid up front).	\$250	\$265	\$280.90	\$297.75	\$315.62	\$334.55
Storage rate per month for fishing nets stored on dock.	\$250	\$265	\$280.90	\$297.75	\$315.62	\$334.55
(2) Storage rate per sq. ft. per month for bait sheds and misc. gear stored on 20’x20’ area (minimum size). (2 month minimum, paid up front).	\$0.60	\$0.64	\$0.68	\$0.72	\$0.76	\$0.81
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska						
Revision approved by CBS Assembly 9/25/2018						

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Item 260 - CHARGES FOR MISCELLANEOUS SERVICES		
(b) Access Ramp		(A)
Users of the access ramp in the GPIF Marine Facility will follow all Policies and Best Management Practices Manual.		
<ul style="list-style-type: none"> • Access Ramp Fee - \$1.50 per foot per day. 		
(c) Upland Dry Dock Fees		(A)
Users of the access uplands in the GPIF Marine Facility will follow all Policies and Best Management Practices Manual.		
Short Term Projects <ul style="list-style-type: none"> • \$1.95/ft/day Long Term Project <ul style="list-style-type: none"> • \$0.20/sf/month for vessels with a Sitka moorage account • \$0.23/sf/month for vessels without a Sitka moorage account • \$50/month Dry Dock Administrative Fee Dry Dock limited to 4 months. Fee will double each month after 4 months without GPIF Port Director written approval to stay past 4 months.		
ISSUED BY: John Leach, Municipal Administrator, Sitka, Alaska Addition approved by CBS Assembly 2/23/2021		



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 21-029 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 2/17/2021 In control: City and Borough Assembly

On agenda: 2/23/2021 Final action:

Title: Approve a Purchase Agreement for Raw Water in Bulk for Export between the City and Borough of Sitka and Arctic Blue Waters Alaska Inc

Sponsors:

Indexes:

Code sections:

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POSSIBLE MOTION


I MOVE TO approve a Purchase Agreement for Raw Water in Bulk for Export between the City and Borough of Sitka and Arctic Blue Waters Alaska Inc. as recommended by the Gary Paxton Industrial Park Board and authorize the Municipal Administrator to execute the document.



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

Friday, February 05, 2021

MEMORANDUM

To: John Leach, CBS Administrator 
From: Garry White, Director
Subject: Arctic Blue Waters Alaska Inc. Water Purchase Agreement

Introduction

Arctic Blue Waters (Alaska) Inc. (Arctic Blue) is requesting to establish a water purchase agreement with the CBS to export raw water in bulk.

The Gary Paxton Industrial Park (GPIP) Board met on October 29th, 2020 and recommended that the Assembly approve the water purchase agreement between the CBS and Arctic Blue as presented. Please see the attached agreement.

Arctic Blue Background

Fred Paley is one of the principal owners of Arctic Blue. Mr. Paley has previously obtained water purchase agreements from the CBS in the past. Most recently in the fall of 2017, Arctic Blue Waters (Alaska) entered into a water purchase agreement for 2 billion gallons of water. The Agreement required a non-refundable payment of \$100,000 to be made in two installments; \$10,000 when the agreement was executed and \$90,000 one hundred and twenty days after execution of the agreement. The \$90,000 payment was never made and the agreement was terminated.

In 2016, Arctic Blue Water (Canada), another entity of Mr. Paley's, entered into a water purchase agreement for 6.8 billion gallons of water. The agreement required a non-refundable payment of \$871,795 to execute the agreement. Arctic Blue Water (Canada) was unable to make the non-refundable payment, which resulted in the agreement not being executed.

Arctic Blue is proposing to enter into another water purchase agreement with the CBS.

Bulk Water Export Background

The City and Borough of Sitka (CBS) has permits to export 29,235 Acre-feet (~9.5 billion gallons) of raw water annually.

The CBS has entered into multiple water purchase agreements with multiple entities for bulk export since 1996.

The CBS currently has one raw water export agreements:

The CBS entered into a 20 year water purchase agreement with Eckert Fine Beverages in the October of 2017 for 100 million gallons of water annually. This agreement was renewed for another 3 years in the fall of 2020. Eckert is required to export at least 75 thousand gallons of water within 36 months from the execution of the agreement or the agreement terminates. The price of water is set at \$0.01/gallon. The point of delivery for the water is from the Blue Lake penstock. Eckert is required to make a non-refundable payment of \$1,250 annual to the CBS to keep the agreement in good standing.

<u>Permit</u>	<u>Acre Feet</u>	<u>Gallons</u>
LAS 19669	14,000	4,561,914,000
<u>ADL 43826</u>	<u>15,235</u>	<u>4,964,339,985</u>
Total Available	29,235	9,526,253,985
<u>Eckert Agreement</u>	<u>0.31</u>	<u>100,000,000</u>
<u>Phase 1 Arctic Proposal</u>	<u>6,138</u>	<u>2,000,073,438</u>
<u>Phase 2 Arctic Proposal</u>	<u>20,869</u>	<u>6,800,257,957</u>
Available for water bottling Contracts	2,227.69	725,895,0142

Note: The GPIIP Director recommends the CBS retain between 700-750 million gallons of annual water allocation to accommodate potential future bottling operations and other low volume uses.

Proposed Water Purchase Agreement Terms

Term

- 20-Year term with four 5-year extensions with consent of both parties.

Water Volume

Phase 1

- 6,138 Acre-feet (~2 billion gallons) annually
 - Arctic must pay a non-refundable fee of \$10,000 to execute agreement within 15 days of Sitka Administrator signature.
 - Arctic must purchase and export a total of 50 million gallons of water within a 60-month period or Sitka can terminate agreement.
 - After 60 months, the agreement defines Stages of water volume export to retain water allocation amounts.

- Arctic gains more allocations by exporting more water and can lose allocation amounts by failing to export specified amounts.

Phase 2

- Arctic has the first right of refusal acquire an additional 20,869 Acre-feet (~6.8 billion gallons) annually.
 - Arctic must pay a \$100,000 non-refundable fee to acquire additional rights.
 - Arctic has 60 months to execute its first right of refusal from execution of the agreement.
 - Arctic must pay an additional \$250,000 non-refundable fee at intervals of \$50,000 per year to be prorated based on when first right of refusal is executed.
 - Arctic must purchase and export a total of 50 million gallons of water within a 60-month period or Sitka can terminate agreement.
 - After 60 months, the agreement defines Stages of water volume export to retain water allocation amounts.
 - Arctic gains more allocations by exporting more water and can lose allocation amounts by failing to export specified amounts.

Point of Water Delivery

- The point of delivery for water delivered by Sitka will be water in the Blue Lake Power House After Bay.
 - Arctic will be responsible for all expenses for design, construction, and pumping water from after bay.

Water Pricing

- The price for water from the CBS power house after bay will be \$1,629.26/Acre-feet or \$0.005/US gallon.
- Arctic will receive 50,000 gallons of water free of charge for wash-down, washout, or other non-export applications per each loading event. After the first 50,000 gallons per loading event, the price is \$.001/gallon.

Other Terms

- Ensures municipal water uses retain first right and priority to the water.
- The agreement allows for hydroelectric dam and water system maintenance.
- Defines requirements for ballast water discharges and water loading.
- Allows option for Arctic to install a water based water-loading station per CBS approval.

Additional Information

- Arctic has stated that it wishes to establish a tideland-loading facility similar to the one installed in the CBS tidelands by Alaska Bulk Water Inc.
 - Recommended that tideland-loading system be addressed via a separate permit or amendment to agreement at a later date.

Action

- Assembly approval of a water purchase agreement between the CBS and Arctic Blue.

**PURCHASE AGREEMENT
FOR RAW WATER IN BULK FOR EXPORT**

BETWEEN: City and Borough of Sitka, Alaska (“Sitka”)
100 Lincoln Street
Sitka, Alaska 99835

AND: Arctic Blue Waters Alaska, Inc. (“ABWAI”)
78 C Street
Fairbanks, Alaska 99701

1. Term and Documents Comprising this Agreement.

1.1 The “initial term” of this Agreement shall commence upon ABWAI making a non-refundable payment of Ten Thousand Dollars (\$10,000.00), payable upon signing this Agreement (the “effective date”), to the Administrator of Sitka (“Administrator”), and shall end at 11:59 p.m. Alaska Standard Time on February 28th, 2041. Sitka hereby grants to ABWAI, the right to purchase raw water in bulk for export, to be delivered to it by Sitka from the Blue Lake reservoir, a water source within Sitka, on the terms and conditions set forth herein. Subject to ABWAI executing a Bulk Water Sales Agreement with a creditable purchaser for a minimum of 100 million gallons of bulk water, Sitka shall grant to ABWAI the first right of refusal to purchase an additional 20,869 Acre-feet of raw water held under “Certificates of Appropriation” issued by the State of Alaska to Sitka. Upon exercising its first right of refusal for additional volumes of bulk water, ABWAI will provide to Sitka, a one-time payment of \$100,000, upon signing an addendum to this Agreement for the additional volumes of bulk water. In order to maintain exclusive rights to the additional volumes of raw water, Arctic will pay to Sitka an additional \$250,000 payment, payable in Five (5) \$50,000 annual payments to be prorated from the date Arctic exercised its first right of refusal for additional volumes of bulk water in the initial 60 month term.

1.2 At the conclusion of the initial term of this Agreement, four (4) additional terms of five (5) years may be exercised upon the written consent of both parties. ABWAI must notify the Administrator in writing no earlier than one (1) year and no later than four (4) months before the end of the initial term of its desire to add an additional five-year term, and shall thereafter notify the Administrator no earlier than one (1) year and no later than four (4) months prior to the expiration of each exercised additional term of its desire to exercise the next five-year term. If ABWAI does not so timely notify the Administrator, this Agreement shall terminate at the expiration of the then-current term. If ABWAI does so timely notify the Administrator, Sitka has thirty (30) days to notify ABWAI in writing of its consent to the additional term. As initiated in writing by Sitka after notice is given by ABWAI of its desire to add an additional five-year term, Sitka's raw water price is subject to re-negotiation before the commencement of each additional

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term. If a price is not agreed upon in writing, this Agreement shall terminate at the expiration of the then-current term.

1.3 The Agreement consists of the 23 sections plus Appendix A (a map) and Appendix B (the “Prospective Purchaser Agreement Between the State of Alaska and the City-Borough of Sitka for the Former Alaska Pulp Corporation Pulp Mill Property” dated April 28, 1999, including all attachments, which specifically includes “Memorandum of Understanding between the State of Alaska and the City and Borough of Sitka[:] Management Plan for Sawmill Cove Property (Former APC Property).”).

2. Definitions.

In this Agreement, the following terms shall have the definitions stated:

- a) “Acre-foot” or “af” means 325,851 U.S. gallons.
- b) “Annually” means 12 consecutive months.
- c) “Beneficial use” means the application of water, purchased by ABWAI for export or for use at the point of delivery, to a useful purpose, including domestic, commercial, agricultural, wildlife, and recreational uses.
- d) “BG” or “bg” means billions of gallons.
- e) “Bulk water” means untreated non-potable water sold by Sitka to ABWAI under this Agreement, and delivered by Sitka to ABWAI in the measured quantities specified in this Agreement.
- f) “Deliver” or “to deliver” or “delivered” means Sitka making a specific quantity of water available to ABWAI at the point of delivery.
- g) “Export” means the transportation by ABWAI of bulk water to a destination outside the hydrological unit of the Blue Lake drainage.
- h) “Gallon” means one US gallon or 3.785 liters.
- i) “Loading” means transporting the raw water which is the subject of this Agreement from Blue Lake through pipelines and other conveyances into the ABWAI-chartered ship for export outside Alaskan waters.
- j) “MG” or “mg” means millions of gallons.
- k) “MGD” means millions of gallons per consecutive 24-hour period.
- l) “Per day” means calendar day starting at midnight.

- m) "Per week" means during a period of seven (7) consecutive days.
- n) "Per year" means during a period of 12 consecutive months.
- o) "Point of delivery" means that physical location at which the Sitka-owned physical facilities and equipment, employed in the transportation of Sitka's bulk water for delivery to ABWAI, terminates.
- p) "Raw water" means untreated non-potable water delivered by Sitka to the point of delivery from Blue Lake via the Blue Lake penstock, a conduit which transports water from Blue Lake to the Blue Lake Powerhouse as shown on Exhibit A.
- q) "Rule curve" means the relationship between the elevation of the water surface of Blue Lake and the volume of water contained in Blue Lake, which regulates the reservation of water for fish, wildlife, and habitat protection.
- r) "Stage" means a time period in this Agreement that starts 12 months after the effective date of this Agreement; a Stage is composed of one or more 12-month periods, with each 12-month period starting on the anniversary of the day the Stage begins.
- s) "Stage Anniversary Date" means the day starting a 12-month period in a Stage.
- t) "Ton" means one US short ton or 2,000 pounds.
- u) "Unforeseen" means an exceptional event, not contemplated by the parties in negotiating this Agreement. Performance made more difficult or expensive than expected is not "unforeseen." The burden of proving that an event is unforeseen is on the party that advances it as a reason for non-performance.
- v) "Water rights" means those rights to the beneficial use of water which are held by Sitka under certificates of appropriation issued by the State of Alaska pursuant to Alaska law.

3. Water Volumes Contracted by ABWAI from Sitka.

3.1 Sitka will make available to ABWAI a total of 6,138 acre-feet of raw water for a period of 60 months after the effective date of this Agreement (the "60-month period"). During the 60-month period, ABWAI must take delivery of and export at least 50 million gallons of raw water. If ABWAI does not take delivery of and export at least 50 million gallons of raw water from Sitka during the 60-month period, this Agreement shall, at Sitka's election, terminate and expire without further action by Sitka on the forty-fifth (45th) day after Sitka's sending of the Administrator's notice to ABWAI, in accordance with section 23 below, that ABWAI has failed to comply with this subsection, unless within said 45-day period ABWAI cures its failure to take delivery of and export at least 50 million gallons of raw water from Sitka. At the conclusion of the 60-month period, ABWAI's access to such water will be governed by the stages set out in subsection 3.2 below, provided that ABWAI has met the minimum export volumes set out in this section.

3.2 The Stages described in this subsection start 60 months after the effective date of this Agreement. The maximum quantity of raw water in bulk available for export by ABWAI from Sitka under this Agreement and the minimum export requirements are set forth below as follows:

Contract Increment Stages	Maximum Water Delivery per 24-Hour Period	Acre-Feet Available Annually	Minimum Export Required to Move to Next Stage	Minimum Export Required to Remain at Stage	Required Period of Performance
Stage 1	33.6 MG	1,000 af	230.2 af (75mg)	153.4 af (50mg)	12-month period
Stage 2	33.6 MG	2,000 af	306.9 af (100mg)	230.2 af (75mg)	12-month period
Stage 3	33.6 MG	4,000 af	920.7 af (300mg)	306.9 af (100mg)	12-month period
Stage 4	33.6 MG	10,000 af	3,068.9 af (1bg)	920.7 af (300mg)	12-month period
Stage 5	33.6 MG	() ¹	N/A	3,068.9 af (1bg)	12-month period

Stage 1: Stage 1 begins 60 months after the effective date of this Agreement. Sitka will make available to ABWAI not less than 1,000 acre-feet (325.8 MG) of raw water in a 12-month period in Stage 1. To remain at Stage 1 for a 12 month-period starting on the Stage Anniversary Date of Stage 1, ABWAI must have taken delivery of and exported from Sitka a minimum of 153.4 af (50 MG) of raw water within the 12-month period immediately preceding the most recent Stage Anniversary Date of Stage 1. If ABWAI does not take delivery and export the said minimum, this Agreement shall, at Sitka's election, terminate and expire without further action by Sitka on the forty-fifth (45th) day after Sitka's sending of the Administrator's notice to ABWAI, in accordance with section 23 below, that ABWAI has failed to meet such requirement, unless within said 45-day period ABWAI cures such failure, as determined by Sitka in its sole discretion.

Stage 2: ABWAI shall take delivery and pay for a minimum of 230.2 acre feet of raw water within a 12-month period during this Stage. If ABWAI takes delivery of and exports a total of at least 230.2 acre-feet (75 MG) of bulk water in a 12-month period, then the amount of raw water Sitka will make available for delivery to ABWAI will be increased to 2,000 acre-feet of water in a 12-month period, provided at that time that the Administrator has determined in his/her sole discretion that Sitka still has adequate water quantities available and uncommitted. To remain at Stage 2 for the next 12 months ABWAI must have taken delivery of and exported from Sitka at least 230.2 af (75 MG) within the 12-month period immediately preceding the most recent Stage

¹ Annual acre-feet available and the minimum amount of water available for export per 12-month period will be determined solely by Sitka at that time based on availability.

2 Anniversary Date. If ABWAI does not meet the requirement to remain at Stage 2 set out in the previous sentence, ABWAI shall revert to Stage 1 thereby establishing a new Stage 1 Anniversary Date.

Stage 3: ABWAI shall take delivery and pay for a minimum of 306.9 acre feet of raw water in a 12-month period during this Stage. If ABWAI takes delivery of and exports a total of at least 306.9 acre-feet (100 MG) of raw water per 12-month period, then the amount of water Sitka will make available for delivery to ABWAI will be increased to 4,000 acre-feet per year, provided at that time that the Administrator has determined in his/her sole discretion that Sitka still has adequate water quantities available and uncommitted. To remain at Stage 3 for the next 12 months ABWAI must have taken delivery of and exported from Sitka at least 306.9 af (100 MG) within the 12-month period preceding the most recent Stage 3 Anniversary Date. If ABWAI does not meet the requirement set out in the previous sentence to remain at Stage 3, ABWAI shall revert to Stage 2 thereby establishing a new Stage 2 Anniversary Date.

Stage 4: ABWAI shall take delivery and pay for a minimum of 920.7 acre feet of raw water in a 12-month period during this Stage. If ABWAI takes delivery of and exports a total of at least 920.7 acre-feet (300 MG) per 12-month period, then the amount of raw water Sitka will make available for delivery to ABWAI will be increased to 10,000 acre-feet per 12-month period, provided at that time that Sitka's Administrator has determined in his/her sole discretion that Sitka still has adequate water quantities available and uncommitted. To remain at Stage 4 for the next 12 months ABWAI must have taken delivery of and exported from Sitka at least 920.7 af (300 MG) within the 12-month period immediately preceding the most recent Stage 4 Anniversary Date. If ABWAI does not meet the requirement set out in the previous sentence to remain at Stage 4, ABWAI shall revert to Stage 3 thereby establishing a new Stage 3 Anniversary Date.

Stage 5: ABWAI shall take delivery and pay for a minimum of 3,068.9 acre feet of raw water in a 12-month period during this Stage. If ABWAI takes delivery of and exports a total of 3,068.9 acre feet (1 billion gallons) of raw water per 12-month period, then ABWAI may request from Sitka additional raw water in a volume to be determined by the Administrator in his/her sole discretion at that time, provided that the Administrator has determined in his/her sole discretion that Sitka still has adequate water quantities available and uncommitted. To remain at Stage 5 for the next 12 months ABWAI must have taken delivery of and exported from Sitka at least 3,068.9 af (1 BG) within the 12-month period immediately preceding the most recent Stage 5 Anniversary Date. If ABWAI does not meet the requirement set out in the previous sentence to remain at Stage 5, ABWAI shall revert to Stage 4 thereby establishing a new Stage 4 Anniversary Date.

3.3 If ABWAI fails to take delivery of and export the required minimum volume specified in Stages 2 through 5 within the time periods specified for those Stages as set out in Subsection 3.2, the respective obligations of Sitka to make raw water available, and of ABWAI to take delivery of and accept and export such volume shall be reduced to the next lower Stage for the next 12-month period. If ABWAI meets the minimum performance requirement of that lower Stage within the time period specified, then the next higher Stage shall again be in effect during the next 12-month period. The date upon which Sitka moves ABWAI either up or down from stage to stage will start the 12-month time period anew and create a new Stage Anniversary Date,

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provided at that time that Sitka still has adequate raw water quantities available and uncommitted for export.

3.4 Notwithstanding any other provision of this Agreement, if raw water delivered by Sitka to ABWAI and exported by ABWAI falls below 50 million gallons during any period of 12 consecutive months after the first 60 months after the effective date of this Agreement, this Agreement shall, at Sitka's election, terminate and expire without further action by Sitka on the forty-fifth (45th) day after Sitka's sending of the Administrator's notice to ABWAI, in accordance with section 23 below, that ABWAI has failed to comply with this subpart, unless within said 45-day period ABWAI cures its failure to take delivery of and export at least 50 million gallons of water from Sitka.

3.2 If ABWAI fails to take delivery of and export the required minimum volume specified in Stages 2 through 5 within the time periods specified for those Stages as set out in Subsection 3.2, the respective obligations of Sitka to make raw water available, and of ABWAI to take delivery of and accept and export such volume shall be reduced to the next lower Stage for the next 12-month period. If ABWAI meets the minimum performance requirement of that lower Stage within the time period specified, then the next higher Stage shall again be in effect during the next 12-month period. The date upon which Sitka moves ABWAI either up or down from stage to stage will start the 12-month time period anew and create a new Stage Anniversary Date, provided at that time that Sitka still has adequate raw water quantities available and uncommitted for export.

3.4 Notwithstanding any other provision of this Agreement, if raw water delivered by Sitka to ABWAI and exported by ABWAI falls below 50 million gallons during any period of 12 consecutive months after the first 36 months after the effective date of this Agreement, this Agreement shall, at Sitka's election, terminate and expire without further action by Sitka on the forty-fifth (45th) day after Sitka's sending of the Administrator's notice to ABWAI, in accordance with section 23 below, that ABWAI has failed to comply with this subpart, unless within said 45-day period ABWAI cures its failure to take delivery of and export at least 50 million gallons of water from Sitka.

3.5 At no time may ABWAI take delivery of raw water at a rate greater than 33.6 MGD.

4. The Parties' Rights and Obligations Regarding Water Delivered for Export.

4.1. Sitka is entering into this Agreement to sell raw water in bulk pursuant to water to Sitka's water export authority contained in Water Appropriation Certificates LAS 19669 and ADL 43826. Sitka's obligation to deliver water to ABWAI in the quantities specified in this Agreement is subject to these conditions and limitations:

a) Notwithstanding any other provision of this Agreement, Sitka shall retain first right and priority to water required for its municipal drinking water supply system and its municipal hydroelectric system, and it may suspend or limit raw water deliveries in bulk to ABWAI to meet the requirements of its municipal drinking water and hydroelectric systems. Whether there is a sufficient volume of raw water available for these purposes shall be decided in the sole discretion of the Administrator.

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b) Sitka will abide by the 1992 Blue Lake Watershed Control Plan as approved by the U.S. Environmental Protection Agency and described in City and Borough of Sitka Ordinance No. 92-1091.

c) The Administrator may temporarily suspend raw water deliveries in bulk in order to perform routine maintenance on its municipal drinking water, hydroelectric and/or water delivery systems, provided that the Administrator shall give not less than 60 days prior notice to ABWAI of any such planned suspension.

d) Sitka shall be relieved of its obligation to deliver raw water in bulk to ABWAI in the event of an interruption in water supply due to circumstances that require repair to or reconstruction of the municipal drinking water, hydroelectric systems, water delivery system, or other of Sitka's facilities. Delivery of raw water in bulk to ABWAI may be reduced to the extent necessary to make such repair(s) or reconstruction, and for so long as the Administrator in his/her sole discretion determined is required to make such repairs or reconstruction.

e) The volumes of Sitka's raw water deliveries in bulk to ABWAI for export are subject to Sitka's overriding obligation to comply with all of the conditions contained in Water Appropriation Certificates ADL 43826, LAS 19669, and LAS 20526, including compliance with the rule curve and the support of spawning, incubation, and rearing of certain species of fish in Sawmill Creek and Blue Lake. Interpretation of applicable requirements and the means used to achieve compliance with such requirements shall be in the Administrator's sole discretion.

f) In the event Sitka is relieved of its obligation to make agreed quantities of water available to ABWAI for reasons noted in this paragraph or due to Force Majeure or due to unforeseen circumstances, then ABWAI's obligation to take delivery of and to export water shall be reduced to the volumes actually delivered by Sitka during that period of time and the time within which ABWAI is authorized to receive raw water shall be extended for a period equal to the period of time that Sitka has been so relieved of its obligation.

4.2 ABWAI agrees and warrants that the raw bulk water delivered to it by Sitka for export shall be put to one or more beneficial uses by it or by its water purchasers. Breach of this warranty shall be a material breach of this Agreement.

5. [This section deliberately left blank.]

6. No Warranty by Sitka of Water Quality or Fitness for a Particular Purpose.

6.1 THE WATER CONTRACTED FOR DELIVERY, AND/OR ACTUALLY DELIVERED, TO ABWAI UNDER THIS AGREEMENT IS NON-POTABLE. SITKA DOES NOT WARRANT THE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY WATER CONTRACTED FOR DELIVERY, AND/OR ACTUALLY DELIVERED, TO ABWAI UNDER THIS AGREEMENT. ABWAI ACKNOWLEDGES AND AGREES THAT BEFORE ENTERING INTO THIS AGREEMENT, IT HAS EXAMINED SITKA'S WATER SOURCE, SITKA'S METHODS OF DIVERSION, AND SITKA'S MEANS OF DELIVERY

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TO ABWAI OF THE QUANTITIES OF WATER WHICH ARE CONTRACTED FOR UNDER THIS AGREEMENT, AND THAT IT HAS FOUND ALL SUCH ITEMS ADEQUATE AND SATISFACTORY FOR ABWAI'S PURPOSES.

6.2 ABWAI acknowledges and agrees that Sitka's routine alterations in its hydroelectric operations may produce temporary changes in water quality due to turbidity, and that the occurrence of such events shall not alter or affect ABWAI's obligations under this Agreement.

6.3 ABWAI acknowledges and agrees that the quality of raw water contracted by Sitka to be delivered in bulk to ABWAI for export may vary due to natural events over which Sitka has no control, which include, without limitation, rainfall, drought, snowfall, avalanches and landslides, and that the occurrence of such events shall not alter or affect ABWAI's contractual obligations under this Agreement, except that the quantity of water ABWAI is obligated to take delivery of and to export shall be reduced to the quantity Sitka can and does make available for delivery to ABWAI, as a consequence of an occurrence of any of such natural events.

6.4 ABWAI SHALL BE SOLELY RESPONSIBLE AND LIABLE FOR THE QUALITY AND USEFULNESS FOR ANY PARTICULAR PURPOSE, INCLUDING HUMAN CONSUMPTION, OF ALL WATER EXPORTED BY, TRANSPORTED BY, USED BY, OR SOLD BY, OR DELIVERED BY ABWAI.

7. Purchase Price for Raw Water.

7.1 ABWAI shall pay the following prices for raw bulk water for export from Sitka:

- a. Raw water delivered in bulk to ABWAI for export shall be priced at U.S. \$0.005 (one-half of a cent) per gallon.
- b. Raw water delivered by Sitka to ABWAI for vessel wash-down, washout and any other non-export application shall be priced at no charge for the first 50,000 gallons per each loading event and US \$0.001 (one-tenth of a cent) per gallon above 50,000 gallons per each loading event. Such quantities shall be separately metered, and shall not be included in the total quantities of raw water delivered to ABWAI for export.

7.2 ABWAI shall pay for each volume of water loaded no later than twenty-five (25) days after the presentation of an invoice by the Administrator to ABWAI for such water. Failure by ABWAI to make timely payment shall be a material breach of this Agreement and be cause for the Administrator to suspend water delivery to ABWAI until payment is made or other action is taken under this Agreement.

7.3 Beginning February 28, 2026 and every calendar year thereafter, the prices charged by Sitka for raw water delivered to ABWAI under this Agreement shall be adjusted by the Administrator based on the "All Items" figure for Seattle, Washington as published in the "Consumer Price Index for All Urban Consumers" ("CPI) published the most immediately before January 1 of the calendar year for which prices are being calculated. Notwithstanding the previous sentence, in no event will the CPI adjustment described in the previous sentence exceed

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+ 3.0% nor the adjustment be made if the result of such adjustment would be a decrease in any price charged under this Agreement.

7.4 ABWAI shall pay Sitka for the volume of water delivered to ABWAI as measured by flow meters, purchased and installed by ABWAI at or near the point of delivery. ABWAI will provide Sitka with an independent third party report confirming the calibration of the flow meters. Flow meters will be calibrated every other year during the term of this Agreement.

7.5 The non-refundable payment of \$10,000 made by ABWAI to commence this Agreement will be credited toward export of water payments over the term of this Agreement. The additional non-refundable payments of \$100,000 and \$250,000 will also be credited toward export of water payments over the term of the Agreement.

8. Conditions for Maintaining ABWAI's Purchase Right and Obligation; Termination.

8.1 Notwithstanding any other provision of this Agreement, this Agreement shall, at Sitka's Administrator's election, terminate and expire without further action by Sitka on the forty-fifth (45th) day after the Administrator mails notice to ABWAI by certified mail that ABWAI has breached or failed to comply with one or more of the conditions or requirements of this Agreement, or become insolvent, or abandoned the project unless within said 45-day period, ABWAI cures the specified default or defaults to Sitka's satisfaction, as determined by Sitka in its sole discretion.

8.2 Upon termination, all legal rights and obligations as between Sitka and ABWAI under this Agreement shall cease, except that ABWAI's obligations to Sitka under Sections 13, 14, 15, 16, and 17 of this Agreement shall survive termination.

9. Sitka's Permitting Actions.

The Administrator shall take any and all actions which she/he determines, in the exercise of her/his sole discretion, to be reasonable, necessary, and economically feasible to maintain in good standing any permit, license, certificate, allocation, appropriation or other authorization required for Sitka to fulfill its obligations under this Agreement.

10. Delivery, Loading, and Transportation of Water in Bulk.

10.1 The parties agree that the Point of Delivery for water will be water in the Blue Lake Dam Power House After Bay.

10.2 The parties agree that ABWAI shall be solely responsible for the costs of acquisition, construction and installation, maintenance and repair, operational costs of any structure, facility or vessel downstream of the point of delivery which it determines to be required or convenient for the loading and transportation of bulk water delivered to it by Sitka, and for initiating and completing such acquisition, construction, installation, and operation. All structures and facilities must comply with all Federal, State, and local law, including zoning requirements. All design and construction of any structure or pumping system will require CBS approval.

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10.3 The construction and maintenance of an approved facility shall not impede, during construction or operation, the generation of electrical power. In the event of a disruption in generation due to the bulk water delivery system, ABWAI shall assume any financial losses incurred to CBS.

10.4 ABWAI shall obtain the insurance and Bonding required by CBS prior to any construction.

10.5 Sitka shall retain the right to own, and operate a raw bulk water delivery pipeline that serves the Gary Paxton Industrial Park. In such event, Sitka may require ABWAI to use Sitka's facilities and may change the point of delivery to the point at which Sitka's facilities end. Unless and until Sitka provides such new facilities, ABWAI shall be fully responsible, at its own cost and expense, for arranging and accomplishing transport of raw bulk water from the point of delivery established by Sitka.

10.6 ABWAI shall pay such port vessel dockage fees established by Sitka. SITKA DOES NOT WARRANT THE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DOCK OR WHARF AT SUCH WATERFRONT, AND ABWAI MUST ASSURE THE ADMINISTRATOR OF THE FEASIBILITY OF A PARTICULAR USE BEFORE ENGAGING IN SUCH USE.

10.7 ABWAI shall be solely responsible for arranging the transportation of all water delivered to it by Sitka for export.

10.8 No later than 30 days before the first delivery of water takes place under this Agreement, ABWAI will designate in a writing to the Administrator a local representative as ABWAI's continuing personal contact with the Administrator and its subordinate departments, agencies and authorities.

11. Ballast Water and Wash Water Discharges.

11.1 ABWAI shall comply with all applicable international, federal, state, and local requirements regarding the discharge of any ballast water (including bilge water) or any wastes at all times and as to all vessels traveling to and from Silver Bay and/or Sawmill Cove for the purpose of receiving any raw bulk water from Sitka under this Agreement. Such requirements described in this Section include, but are not limited to, those in Section IV of the Sawmill Cove Management Plan, which is included in Appendix B.

11.2 ABWAI shall comply with all applicable federal, state and local requirements regarding the use and disposal of any raw or treated water delivered to ABWAI by Sitka for the purposes of vessel wash-down or washout, or any other non-export application.

12. Water Loading Plan Requirements.

12.1 Before ABWAI loads any bulk water delivered to it by Sitka, ABWAI shall submit to the Administrator a written Water Loading Plan. This Plan shall be deemed approved by the Administrator unless no later than fourteen days after its submission the Administrator in his or her sole discretion rejects—or requires ABWAI to resubmit—any portion of the Plan. Such action by the Administrator shall be in a writing to ABWAI that states the deficiency. Sitka shall deliver no bulk water to ABWAI and ABWAI shall not load any bulk water delivered to it by Sitka as long as any portion of the Plan has been rejected and not approved after re-submittal. ABWAI shall submit a separate Water Loading Plan at least ten (10) days before each loading of bulk water under this Agreement.

12.2 The Water Loading Plans required by this section shall address administrative, environmental, and logistical matters related to the loading of water. The issues and items to be addressed in each Water Loading Plan shall include, without limitation, each of the following:

- a) identify the flow rate of expected delivery;
- b) identify and provide information requested by the Administrator regarding any vessel to be used by ABWAI in the loading or transport of raw bulk water;
- c) steps to be taken to insure the safety of persons in any way involved in the loading of bulk water;
- d) certification that ABWAI has a Contingency Plan that meets all of the requirements of State law applicable to the vessel that is being loaded;
- e) steps to be taken to insure the safety of the public before, during, and after loading of raw bulk water;
- f) steps to be taken to address the effects of wind and tidal conditions on the loading;
- g) steps to be taken concerning moorage and access to vessels during loading;
- h) steps to assure communication before, during, and after loading between those loading and the Administrator or his/her designee;
- i) details about the precise location and proposed use of any structure, facility, pipe, pipeline, or other infrastructure to be used in the loading of raw bulk water and details describing how ABWAI intends to address the risks associated with a catastrophic event arising from ABWAI's loading activities or ABWAI's failure to adhere to the proposed Water Loading Plan;
- j) steps to be taken to avoid conflicts with other vessel traffic and industrial park users;
- k) details on proposed handling of any ballast water in any vessel to be used in the loading of raw bulk water, including plans to respond to the unauthorized discharge of such water;

- l) details on proposed handling of any residual and/or wash water, or other materials in the tanks of any vessel to be used in the loading;
- m) the days and the periods of time within each day that raw bulk water is proposed to be loaded; and,
- n) details describing how the proposed Water Loading Plan shall be made consistent with Appendix B, which includes the “Prospective Purchaser Agreement Between the State of Alaska and the City-Borough of Sitka for the Former Alaska Pulp Corporation Pulp Mill Property” dated April 28, 1999, including all attachments, which specifically includes “Memorandum of Understanding between the State of Alaska and the City and Borough of Sitka [:] Management Plan for Sawmill Cove Property (Former APC Property).” The details describing such consistency must include any and all specific steps to be taken to avoid anchoring in prohibited areas and in any way disturbing the sea bottom in the “No Disturbance” zone described in the last-referenced documents.

12.3 ABWAI shall comply with all provisions of each Water Loading Plan after all of such provisions have been approved either upon submittal or re-submittal under Subsection 12.1 above, as to the water loading operation for which the Water Loading Plan was submitted.

12.4 APPROVAL BY SITKA’S ADMINISTRATOR OF ANY WATER LOADING PLAN SHALL NOT IMPOSE UPON SITKA THE STATUS OF GUARANTOR OF THE FEASIBILITY, PROPRIETY, OR SAFETY OF ANY ASPECT OF AN APPROVED WATER LOADING PLAN, NOR SHALL SUCH APPROVAL CREATE OR CONFER BENEFITS ON ANY THIRD PARTY.

13. Indemnification of Sitka.

13.1 Notwithstanding anything to the contrary in this Agreement, ABWAI shall defend, indemnify, and hold Sitka harmless from any liability, claim, demand, action, obligation, or proceeding of any kind or nature, based upon, arising out of, or related to:

- a) any defect or flaw in the quality of raw bulk water supplied under this Agreement;
- b) any delays on the part of Sitka in the delivery of raw bulk water under this Agreement as the result of the mechanical or physical breakdown of equipment or facilities owned or operated by the Sitka or other unforeseen event;
- c) claims arising from the transportation or shipment of raw bulk water after such water has left Sitka’s water delivery system and the point of delivery;
- d) injuries to employees of ABWAI or any of its contractors or their employees;

- e) damages resulting from accidents involving mooring, unmooring, navigation of vessels, or cargo loading operations, including but not limited to claims for personal injury, property damage, and pollution;
- f) violations and claims of violations related to the water loading plan described in section 12.2; and,
- g) harm, including illness and death, to persons who consume the raw bulk water caused by the failure of ABWAI to comply with section 6.3 of this Agreement.

13.2 ABWAI shall at all times during this Agreement maintain insurance policies providing umbrella coverage against matters including but not limited to those covered by this Agreement in an amount not less than U.S. \$5,000,000, with Sitka named as an additional insured, and with a waiver of subrogation against Sitka. ABWAI shall provide a copy of the certificate insurance ABWAI to Sitka within sixty (60) days after the effective date of this Agreement.

13.3 ABWAI shall be responsible for ensuring that each of its contractors is qualified to do business in Alaska and refrains from activities for which insurance cannot be obtained. ABWAI shall assure that any contractor for ABWAI which is to perform any task or work within the territorial jurisdiction of Sitka has insurance appropriate to any task to be performed by that contractor, and ABWAI shall deliver a certificate of such insurance to the Administrator within 30 days of such hiring.

14. Assignment.

This Agreement, which is in the nature of a personal services contract, may not be assigned by either party without the prior written consent of the other party, which shall have full discretion to grant or withhold such approval, in its sole and absolute discretion except as provided below.

Should Sitka form a Port Authority, or similar entity, this Agreement shall be completely transferable to said Port Authority. A transfer of the Agreement to any such entity shall not create any restrictions upon ABWAI to purchase water other than those restrictions set out in this Agreement.

15. Waiver and Integration.

This Agreement integrates the entire Agreement between the parties regarding the sale and purchase of raw water. This Agreement supersedes all previous agreements, discussions, and negotiations, whether written or oral. Each party specifically acknowledges and represents that it has had ample opportunity to consult with legal counsel regarding this Agreement, and that any rule that an agreement should be construed against its drafter shall not apply to this Agreement.

16. Force Majeure.

Neither party shall be in breach of this Agreement as the result of any failure or delay in performing any of the obligations in this Agreement if such failure to perform or delay in performing is directly and proximately caused by storm, flood, avalanche, landslide, earthquake, tsunami, act of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, or act of God. Sitka shall not be in breach of this Agreement as the result of any failure or delay in performing any of its obligations in this Agreement if such failure to perform or delay in performing is directly and proximately caused by any order of any United States court of competent jurisdiction, or by any act, rule, regulation, order or directive of any superior governmental unit or any agency thereof, or by any termination, modification, suspension, or revocation of any permit, license, allocation, appropriation, or certificate held by Sitka. In the event Sitka or ABWAI is relieved of an obligation under this Agreement due to Force Majeure, time periods under this Agreement shall be adjusted accordingly. The party asserting a Force Majeure event must demonstrate by clear and convincing evidence that the failure or delay in performance is directly and proximately caused by a Force Majeure event.

17. Applicable Law.

ABWAI shall comply with all provisions of law applicable to its obligations under this Agreement. This Agreement shall be construed in accordance with the laws and procedures of the State of Alaska.

18. Dispute Resolution.

18.1 Good Faith Efforts of the Parties. Upon notice by either party to the other party of any dispute or claim arising out of or related to this Agreement the parties shall first make a good-faith endeavor to resolve the dispute or claim by meeting informally “face-to-face” within 15 days of such notice to mediate the dispute or claim in good faith without a third-party mediator.

18.2 Jurisdiction and Venue. Should any party hereto institute any action or proceeding to enforce any provision hereof or for damages by reason of any alleged breach of any section of this Agreement or for any other remedy, such an action shall be brought in the Superior Court for the State of Alaska. Venue for any such action or lawsuit shall lie exclusively in Sitka, Alaska. The parties specifically agree not to remove jurisdiction to federal courts on the grounds of diversity of citizenship.

18.3 Attorney’s Fees and Legal Expenses. Should any party hereto institute any action or proceeding to enforce any provision hereof or for damages by reason of any alleged breach of any section of this Agreement or for any other remedy, the party that is successful in such action shall be entitled to receive from the losing party all of its reasonable legal costs and expenses, including without limitation, reasonable attorneys’ fees and all arbitration costs.

19. Effective Date.

This Agreement shall become effective upon ABWAI making a non-refundable deposit of \$10,000 to Sitka, no later than fifteen (15) days of signing this agreement. The date on which SITKA receives such a payment will be the "effective date" for the purpose of any time period which incorporates that term in this Agreement. Should ABWAI fail to timely make such a payment, this Agreement is null and void.

20. Authority.

The parties represent and warrant to each other that they have the full, complete, and absolute authority to enter into this Agreement; that this Agreement has been duly authorized by the governing body of each party; that the person executing this Agreement on its behalf has the full power and authority to do so; and that this Agreement is binding and enforceable against it in accordance with its terms. ABWAI acknowledges that this Agreement is only effective against Sitka if the City and Borough of Sitka Assembly votes to authorize the Administrator to execute this Agreement on behalf of Sitka. By affixing his signature to this Agreement, the Administrator represents and warrants that the Assembly has so voted.

21. Amendment and Severability.

This Agreement may not be amended except by written agreement of both parties. If any provision of this Agreement or any application thereof to any person, entity, or circumstance is held invalid, the remainder of this Agreement and application thereof to any person, entity, or circumstances shall not be affected thereby.

22. Time of Essence.

Time is of the essence in this Agreement.

23. Notices.

Any notices required or authorized to be given by this Agreement shall be in writing and shall be sent by **email and** by either **commercial courier, facsimile, or** by **certified U.S. mail**, postage prepaid and return receipt requested, addressed to the proper party at the address stated below or such address as the party shall have designated to the other parties in accordance with this section. Such notice shall be effective three (3) days after sending through the mails or after receipt by courier or facsimile by the addressee party, except that any facsimiles received after 5:00 p.m. of the addressee's local time shall be deemed delivered the next day.

If to ABWAI: Charles Cartier
Arctic Blue Waters Alaska, Inc.
78 C Street
Fairbanks, Alaska 99701

If to Sitka: Administrator
City and Borough of Sitka, Alaska
100 Lincoln Street
Sitka, Alaska 99835

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates shown below.

CITY AND BOROUGH OF SITKA, ALASKA

Date

By: John Leach
Its: Municipal Administrator

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

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

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

ARCTIC BLUE WATERS ALASKA INC.

Date

By: CHARLES CARTIER
Its: President

STATE OF ALASKA)
) ss. **ACKNOWLEDGMENT**
SECOND JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me, a Notary Public in and for the State of Alaska personally appeared Charles Cartier on this _____ day of _____, 2021, by, President of ARCTIC BLUE WATERS ALASKA Inc., on behalf of the corporation.

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

*Purchase Agreement for Raw Water in Bulk
Between the City and Borough of Sitka and Arctic Blue Waters Alaska Inc.*