CITY OF CRAIG COUNCIL AGENDA MARCH 28, 2024 COUNCIL CHAMBERS 6:30 PM

ROLL CALL

Mayor Kasey Smith, Hannah Bazinet, Shauna Thomas, Josh Bennett, Michael Kampnich, Chanel McKinley, Millie Schoonover

CONSENT AGENDA

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed and placed on the regular meeting agenda.

- Meeting Minutes March 6, 2024
- Meeting Minutes March 7, 2024

HEARING FROM THE PUBLIC

- Resolution 24-05, Supporting Alaska Senate Bill 171
- Resolution 24-06, Resolution Opposing Listing Alaska King Salmon Under the ESA
- Resolution 24-07, Opposing Rescinding Nonrural Determination for Ketchikan

READING OF CORRESPONDENCE

- Public Review: 5 Year Schedule of Timber Sales State Fiscal Year 2025-2029
- Letter from Gregory and Karen Head
- ADL 109226: Public Notice of State Upland Lease for Aquatic Farm Support Structures in Naukati Bay
- Spring 2024 Recreation Brochure

CONSIDERATION OF RESOLUTIONS AND ORDINANCES

- Resolution 24-05, Supporting Alaska Senate Bill 171
- Resolution 24-06, Resolution Opposing Listing Alaska King Salmon Under the ESA
- Resolution 24-07, Opposing Rescinding Nonrural Determination for Ketchikan

UNFINISHED BUSINESS

- Resolution 24-04, City Administrator Evaluation
- City/CTA Memorandum of Understanding
- Parliamentary Procedure/Meeting Training Discussion

NEW BUSINESS

- State Revolving Fund for Drinking Water
- AmeriCorp Volunteer
- Streetlight Nomination
- RMC Engineering Contract

COUNCIL COMMENTS

ADJOURNMENT

To provide public comment to the council remotely, contact the Craig City Clerk at cityclerk@craigak.com, before 5:00 p.m. by the day of the council meeting.

CITY OF CRAIG SPECIAL COUNCIL MEETING MINUTES MARCH 6, 2024

ROLL CALL

Mayor Kasey Smith called the meeting to order at 1:04 pm. Present were Shauna Thomas, Josh Bennett, Michael Kampnich, and Millie Schoonover. Excused were Hannah Bazinet and Chanel McKinley.

Staff Present: Brian Templin, Administrator; Mary Salazar, City Clerk.

Audience Present: Venessa Ritcher-Russell, Island Daycare Operator.

UNFINISHED BUSINESS

Open Discussion with Island Daycare regarding status of daycare licensing process and expected start of operations.

Shauna Thomas raised questions regarding the daycare's licensing progress with the state and the status of building maintenance handled by Public Works. Venessa Ritcher-Russel provided updates, mentioning the appointment of a daycare facility Administrator and ongoing paperwork submission to the state. She highlighted the state's requirement of 12 credits in Early Childhood Development for administrators and the appointment of a backup Administrator. Delays were attributed to background checks, which cannot be conducted locally. Venessa noted the receipt of updated paperwork from the state due to a previous application being returned. Venessa stated they have a playground that will be paid for and delivered soon.

Josh Bennett inquired about the installation of the playground, to which Venessa confirmed that Public Works will handle it. Josh further asked about the education requirements for Administrators, with Venessa explaining that they must obtain education through an accredited college, noting that state does not have courses available for free. Lastly, Josh sought confirmation on the projected opening date in August, which Venessa affirmed. Brian Templin highlighted the state's 90-day processing timeline for completed applications, excluding assessments by DEC or the Fire Marshal. He noted the necessity of a site visit by state authorities and mentioned that all state applications are now routed through Anchorage, as there is no longer a licensing facility in Juneau. Brian also addressed confusion surrounding Administrator qualifications, noting that Venessa did not meet the requirements. Venessa mentioned that Maggie Gore meets the qualifications, although the state's confirmation is pending. Furthermore, she explained the need for a backup Administrator and the potential requirement for a variance due to a shortage of qualified individuals on the island, with the expectation of demonstrating progress toward meeting qualifications to the state. Josh inquired about the completion of maintenance by Public Works on the building, prompting Venessa to confirm she would seek clarification from Oliver. Josh then asked about outreach to the Fire Marshal, to which Venessa clarified that she wouldn't handle it personally, but rather, the state would facilitate that process. Additionally, Josh sought information on Venessa's winter hours, to which she responded 7:30 am to 5:00 pm. She also noted that her backup Administrator, based in Craig, would be readily available to address emergencies at the daycare facility.

Kasey Smith inquired about the possibility of advertising job positions for the daycare. Venessa responded that they would not proceed with advertising until the facility is licensed and they have determined the number of children/infants who will be attending.

Josh inquired whether the playground installation would impede the opening process. Venessa clarified that the playground will be installed well in advance of the application approval, indicating that it would not pose a hindrance to the opening timeline.

Mike Kampnich expressed frustration with the state, highlighting significant delays in various matters..

Venessa clarified to the council that there has been public confusion regarding the rapid operation of A to Z Childcare in Klawock. She explained that since A to Z Childcare operates as a home daycare provider, they are subject to different regulatory requirements compared to a facility. Millie Schoonover raised a question regarding the toilets. Venessa clarified that since the building is city-owned, the responsibility for ordering new toilets and managing plumbing falls under the city's jurisdiction.

ADJOURNMENT	
A motion was made and seconded to ad	journ the meeting at 1:30 pm.
SCHOONOVER/KAMPNICH	MOTION CARRIED UNANIMOUSLY
KASEY SMITH	MARY SALAZAR
MAYOR	CITY CLERK

CITY OF CRAIG CITY COUNTIL MEETING MINUTES MARCH 7, 2024

ROLL CALL

Mayor Kasey Smith called the meeting to order at 6:35 pm. Present were Josh Bennett, Michael Kampnich, Chanel McKinley, and Millie Schoonover. Absent were Shauna Thoams and Hannah Bazinet.

Staff Present were Brian Templin, Administrator; Mary Salazar, City Clerk; Kimber Mikulecky, Finance Director; and Samantha Wilson, Planner; Hans Hjort, Habormaster; Oliver Lewis, Public Works; Chief RJ Ely, Police; Stephanie Merritt, Library; Gretchen Klein, Recreation.

CONSENT AGENDA

Meeting Minutes February 22, 2024 SCHOONOVER/MCKINLEY

Motion to adopt the consent agenda MOTION CARRIED UNANIMOUSLY

HEARING FROM THE PUBLIC

Council member Mike Kampnich made a comment about the harvesting of king salmon and public comments can be made by March 11th at salmonstate.org. He stated there are prewritten letters to use and he expressed the need for Alaska to maintain fisheries.

Mayor Smith also commented on writing a resolution to oppose Ketchikan's request for rural status.

REPORTS FROM CITY OFFICIALS

Mayor Smith reported that there has been discussion going on about getting the high school a new turf baseball field. He recently had a meeting with the daycare facility operator and reported an estimated opening date of August 2024.

Chief Ely, Police, submitted a written report. He stated that Addam Parsons has been cleared for full duty and will resume training with Craig PD. Chief Ely also reported an increase in narcotic activity.

Stephanie Merritt, Library, submitted a written report.

Oliver Lewis, Public Works, submitted a written report. Council member Josh Bennett inquired about the fuel type to be used in the police department, to which Oliver responded that they are considering electric mini splits. Oliver also mentioned the acquisition of a columbarium for the cemetery expansion and ongoing landscaping efforts there. He expressed intentions to seek additional funding for the cemetery expansion. Council member Millie Schoonover raised concerns about using electric heating in the police department, but Oliver assured its efficiency for both heating and cooling in the small building. Mayor Smith suggested developing a plan for rehabilitating the web loft grass. The status of daycare toilets was discussed, with Oliver reporting receipt of a donation of two toddler-sized toilets. Additionally, Oliver informed the council about

securing a loan for roof and wastewater projects, with RMC Engineering selected as the lowest bidder. A contract for approval will be presented at the next meeting.

Gretchen Klein, Recreation, submitted a written report. Council member Millie Schoonover asked about the volunteer count, to which Gretchen expressed a desire for more volunteers and noted an increase in their numbers. Gretchen also mentioned conducting background checks on volunteers. Millie raised a concern regarding the ratio of adults to children in the after-school program. Council member Chanel McKinley suggested advertising volunteer opportunities at the high school for seniors seeking community service hours.

Hans Hjort, Harbormaster, provided several updates. He mentioned the successful installation of a new compressor by Wyatt Refrigeration at the ice house and his ongoing collaboration with Samantha to develop an RFP for pile replacement at both the city float and ice house. Hans addressed a recent leak at North Cove, which required extensive diving efforts to resolve. He also noted the arrival of treated lumber for the boardwalk project. Additionally, he informed the group about the receipt of wheels and tires for the haul-out trailer, although an incorrect tire was sent. Lastly, Hans mentioned the harbor's support in installing a new air compressor for the Fire Chief.

Kimber Mikulecky, Finance Director, submitted a written report. She informed the council that she will be attending training for the new finance software from April 15 to 19. Council member Chanel McKinley inquired about her availability for the audit, to which Kimber confirmed her presence and mentioned that she had scheduled it a week earlier than planned.

Mary Salazar, City Clerk, submitted a written report.

Samantha Wilson, Planner, submitted a written report. Samantha announced her resignation, which Mayor Smith acknowledged with gratitude for her service to the city. Council member Josh Bennett inquired about the Demmert replatting, to which Samantha clarified that the entire lot is designated for high-density residential use, with a section of 6,000 sq ft facing the highway slated for rezoning to commercial.

Venessa Ritcher-Russell, EMS, submitted a written report.

Brian Templin, Administrator, submitted a written report. Brian highlighted the upcoming meeting with the school board scheduled for Wednesday at 6:00 pm and discussed the forthcoming budget meetings and their process. Council member Millie Schoonover raised concerns about the low pay for lifeguards, to which Brian responded that the new aquatic director has proposals, yet final decisions would rest with the budget committee. Mayor Smith announced his absence from Tuesday to Sunday of the following week.

Council member Millie Schoonover thanked the department heads for their hard work.

READING OF CORRESPONDENCE

ISO-PPC Correspondence

CONSIDERATION OF RESOLUTIONS AND ORDINANCES

Resolution 24-04, Amending the City's Personnel Rules

MCKINLEY/SCHOONOVER Motion to postpone until the next meeting.

MOTION CARRIED UNANIMOUSLY

UNFINISHED BUSINESS

City/CTA MOU

MCKINLEY/SCHOONOVER Motion to postpone until the next meeting.

MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

<u>Parliamentary Procedure/Meeting Training Discussion</u>- The council directed staff to bring training options to the next meeting.

<u>Council Meeting Procedures</u>- The council agreed that the Mayor will set ground rules before a hot topic meeting.

<u>Department Head Attendance at Council Meetings</u>- The council agreed to keep the attendance process how it currently is.

Small Boat Harbor Town Hall Meeting

MCKINLEY/KAMPNICH Motion to direct staff to schedule town hall

meeting.

MOTION CARRIED UNANIMOUSLY

<u>Craig Small Boat Harbor Discussion</u>- Staff asked the council if they are interested in pursuing funds for a harbor project. There were no objections from the council.

Planner Duties and Workload

MCKINLEY/BENNET Move to appropriate up to \$10,000 from city

general funds and direct staff to hire a temporary

grant administrator/grant writer.

PASS (4-0)

MCKINLEY/SCHOONOVER Move to appropriate up to \$50,000 from city

general funds and direct staff to advertise a request for proposals for planning services related to the cannery property development.

PASS (4-0)

RFP Civil Engineering Services

KAMPNICH/BENNETT Motion to authorize city Administrator to solicit

proposals from qualified engineering firms for a duration of 2 years with one optional extension.

MOTION CARRIED UNANIMOUSLY

ADJOURNMENT

A motion was made to adjourn the meeting at 8:40 pm.			
MCKINLEY/SCHOONOVER	MOTION CARRIED UNANIMOUSLY		
KASEY SMITH	MARY SALAZAR		
MAYOR	CITY CLERK		



STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF FORESTRY & FIRE PROTECTION SOUTHEAST AREA OFFICE

PUBLIC REVIEW FIVE-YEAR SCHEDULE OF TIMBER SALES STATE FISCAL YEARS 2025-2029

The Alaska Department of Natural Resources, Division of Forestry & Fire Protection (DOF) Preliminary Five-Year Schedule of Timber Sales for the Southern Southeast Area is available for public review. Per AS 38.05.113 this is a scoping document that outlines the proposed timber sale activity to be undertaken on State land over the next five years. The Five-Year Schedule of Timber Sales is not a decision document.

The public is invited to comment on any aspect of the Five-Year Schedule of Timber Sales. Comments should be mailed to the DOF and must be received by the close of business at the DOF's office no later than **April 8, 2024** to be included as comment to the file in the adopted schedule. This document can be viewed at the Area Office in Ketchikan, the public libraries in Craig, Edna Bay, Ketchikan, Petersburg and Wrangell, the State of Alaska's on-line public notice website http://notice.alaska.gov/214508 as well as the DOF's website http://forestry.alaska.gov/.

After public comment has been received and reviewed, the Division of Forestry & Fire Protection may proceed with planning the proposed timber sales and associated developments. When each sale is prepared and ready for review, notice of the proposed decision and the opportunity for public comment will be given for that specific timber sale, as is required under state statutes and regulations.

FOR MORE INFORMATION OR TO SUBMIT COMMENTS CONTACT:

Alaska Division of Forestry & Fire Protection Contact: Greg Staunton

2417 Tongass Avenue, Suite 213 Phone: 907-225-3070

Ketchikan, AK 99901 Email: dnr.dof.sse@alaska.gov

The State of Alaska, Department of Natural Resources, Division of Forestry & Fire Protection Complies with Title II of the American with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, or special modifications to participate in this review may contact the number above.

P.O. Box 855 Craig, AK 99921 March 1, 2024

Honorable Kasey Smith Mayor, City of Craig P.O. Box 725 Craig, AK 99921

Re: CTA property request

Dear Kasey:

Apparently we are pretty late coming to this party. We have been gone since Christmas, and got home just before the last council meeting, so we went, hoping to learn more about the proposed sale or lease of cannery property to CTA. Now that you and Brian have been directed to negotiate terms with CTA, we are hoping some of our concerns could be considered. Most of these have undoubtedly been addressed already, and we apologize for not being here for the prior meetings about this subject.

First of all, we want to stress that we feel that a carving shed or longhouse would be an entirely appropriate purpose for that area, and are not against the concept at all.

Our concerns are about the seeming lack of a detailed plan by CTA to justify the request for such a large area.

Where would buildings be located? How big would they be? Would parking be included in their area or on public streets or adjacent cannery land? Where would access points be located? If sold, instead of leased, would the City have any recourse if some or all of the property was used for a different purpose than has been offered?

Another concern is the footpath from Beach Road around the waterfront. Would it still be accessible? From where we live, we can attest that that pathway is used heavily every single day, and as I recall, that was mentioned as a priority in the one planning meeting about the cannery that was held a couple of years ago.

We realize that the uncertainty about the boat harbor has set beck any planning for the entire property, and we are not suggesting that the CTA request be postponed until that happens. The requested use by CTA is, again, appropriate for the location. The only planning we are requesting at this time is for that specific parcel. Thank you for your efforts to shepherd this through. It could be a real enhancement to Craig, but I'm sure whatever your final solution is will make some people unhappy, so it won't be an easy task.

Sincerely,

E. Gregory Head

Karen Head

Cc: Brian Templin



Department of Natural Resources

DIVISION OF MINING, LAND & WATER Southeast Regional Land Office

P. O. Box 111020 Juneau, Alaska 99811-1020 Main: 907.465.3400 TTY: 711 or 800-770-8973 Fax: 907.500.9011

ALASKA DEPARTMENT OF NATURAL RESOURCES NOTICE OF PRELIMINARY DECISION FOR LEASE ADL 109226 Alaska Oyster Cooperative

In accordance with AS 38.05.035, the Division of Mining, Land and Water (DMLW) has issued a preliminary decision to authorize a 10-year lease to Alaska Oyster Cooperative ("Applicant") for approximately 0.61 acres of state-owned upland in Little Naukati Bay, Alaska on Prince of Wales Island. The applicant plans to support local aquatic farms through construction and maintenance of packing, shipping, and retail facilities. The proposed lease would also be used in support of an adjacent aquatic farm lease to Alaska Oyster Cooperative, intended to be issued by DMLW as ADL 233912.

Public notice of this preliminary written decision will be posted on the Alaska Public Notice System website for 30 calendar days. The public may provide written comments to DMLW during that time. Additionally, notice of this preliminary decision will be given to adjacent landowners. The Naukati, Klawock, and Coffman Cove post offices will also be requested to post the notice of this preliminary decision.

The public is invited to comment on this preliminary decision. Written comments must be received by DNR no later than 5:00 p.m. on March 27, 2024. All comments must be submitted to: DNR, Division of Mining, Land and Water, Southeastern Regional Office by mail at 400 Willoughby Avenue, P.O. Box 111020, Juneau, AK 99811-1020, by fax at 907-465-3886, or by electronic mail to laurel.smith@alaska.gov in order to ensure consideration. Please include your mailing address and telephone contact. In order to establish appeal rights regarding this decision, you are required by law to meaningfully participate in the decision process by commenting on the decision, in writing, prior to the comment deadline. Following the deadline, all timely written comments will be considered, and DNR may modify this decision based on public comments received.

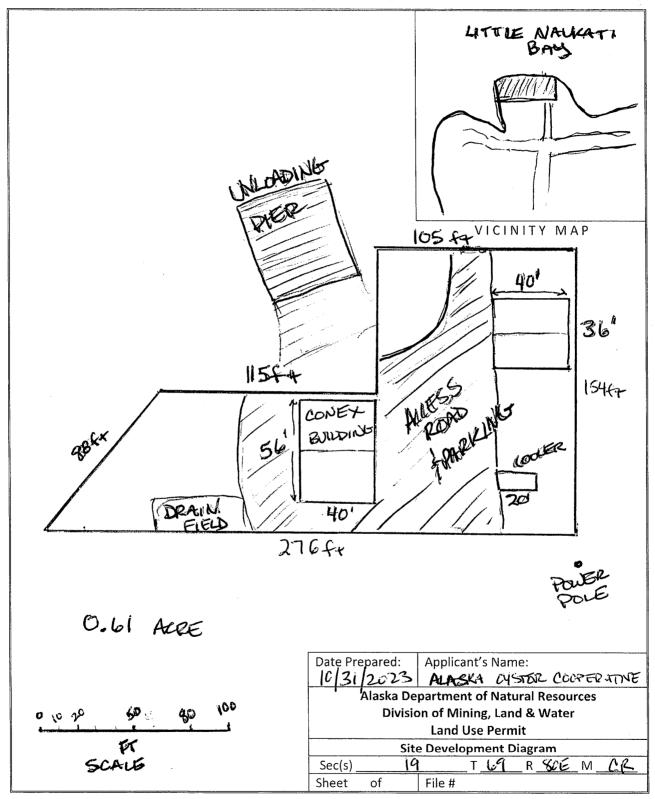
The names of commenters and comments received will be part of the public record.

If DNR determines that public comments in response to this notice indicate the need for significant changes to the decision, additional public notice will be given. If no significant changes are required, the preliminary decision, after any necessary minor changes, will be issued as a final decision. A copy of the final decision, along with instructions on filing an appeal, will be sent to all persons who comment on the preliminary decision. Persons who do not submit written comments during the comment period will have no legal right to appeal the final decision.

The Division of Mining, Land and Water reserves the right to waive technical defects in this publication.

Post through: March 27, 2024

Site Development Diagram



Coastal Explorer

stems. www.rosepoint.

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER

400 Willoughby Ave., 4th Floor
Juneau, Alaska 99811-1020

Alaska Oyster Cooperative ADL No. 109226 LEASE AGREEMENT AS 38.05.070(b)

Effective this ____ day of ____ 20__, this lease agreement is entered into by the State of Alaska, hereafter referred to as "lessor," and Alaska Oyster Cooperative, hereafter referred to as "lessee," whether one or more, whose sole addresses for purposes of notification under this lease agreement are listed in section 28.

The lessor and the lessee agree that this lease, including all attachments and documents that are incorporated in this lease by reference, contains the entire agreement between the parties, and each of the covenants and conditions in this lease including any attachments will be binding upon the parties and upon their respective successors and assigns. The lessor and the lessee further agree that this lease is conditioned upon satisfactory performance by the lessor and the lessee of all covenants and conditions contained in this lease. The lessee is aware of the provisions of Title 38, Alaska Statutes, Title 11, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the lessee under this lease, and the rights and remedies of the lessor.

This lease is subject to all applicable state, federal, and municipal statutes, regulations, and ordinances in effect on the effective date of this lease, and insofar as is constitutionally permissible, to all statutes, regulations, and ordinances placed in effect after the effective date of this lease. A reference to a statute, regulation, or ordinance in this lease includes any change in that statute, regulation, or ordinance, whether by amendment, repeal and replacement, or other means. This lease does not limit the power of the State of Alaska, its political subdivisions, or the United States of America to enact and enforce legislation or to adopt and enforce regulations or ordinances affecting, directly or indirectly, the activities of the lessee or its agents in connection with this lease or the value of the interest held under this lease. In case of conflicting provisions, statutes, regulations, and ordinances take precedence over this lease. This lease shall not be construed as a grant or recognition of authority for promulgation or adoption of municipal ordinances that are not otherwise authorized.

1. Grant.	This lease is is	sued under	the authority of AS 38.05	.070(b) for a term	n of 10 years be	ginning on the
day o	of	20,	and ending at 12 o'clock n	nidnight on the	day of	
<u>20</u> ,ι	ınless sooner te	rminated, s	ubject to: compensation as	specified in section	on 2; the attache	d development
plan appro	oved by the St	tate on	, 20	; and attached	stipulations, i	f any, that are
incorporat	ed in and made	a part of th	is lease, for the following,	hereafter referred	d to as the "lease	ehold":

Approximate leasehold corners coordinate locations:

- 55° 52.475'N, 133° 12.999'W
- 55° 52.450'N, 133° 12.998'W
- 55° 52.450'N, 133° 13.079'W
- 55° 52.462'N, 133° 13.064'W
- 55° 52.462'N, 133° 13.030'W
- 55° 52.475'N, 133° 13.030'W

Located in Little Naukati Bay, Alaska on Prince of Wales Island within Section 19, Township 69 South,

Range 80 East, Copper River Meridian and more particularly on upland Lot 9.

Excepting and reserving any general reservations to the lessor that are required by law and that may be stated elsewhere in this lease, and the following, which the state reserves for itself and others:

Subject to:

Platted easements and restrictions.

Attachment A, the conditions and stipulations in the Additional Stipulations.

Attachment B, A copy of the development diagrams.

- 2. Compensation. (a) The lessee shall pay to the lessor compensation as follows, without the necessity of any billing by the lessor: \$1,000.00 due on or before _______every year. The lessor may, upon 10 days' notice, review and copy any records of the lessee that are necessary to verify the lessee's compliance with this paragraph.
- (b) In accordance with AS 38.05.105, the lease compensation is subject to adjustment by the lessor at the commencement of the sixth year of the term and every fifth year thereafter (the "adjustment date"). The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of the adjustment, including reappraisal if required by the lessor, will be borne by the lessee.
- 3. <u>Denial of Warranty</u>. The lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the leasehold, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, or the profitability or fitness of the leasehold for any use. The lessee represents that the lessee has inspected the leasehold and determined that the leasehold is suitable for the use intended, or has voluntarily declined to do so, and accepts the leasehold "as is" and "where is."
- 4. <u>Use of Leasehold</u>. Prior to execution of this lease and to commencing use or development of the leasehold, the lessee shall submit a development plan for the leasehold to the lessor and obtain the lessor's approval of the plan. Any use or development of the leasehold must be consistent with the development plan approved by the lessor. Any proposed revisions to the development plan must be submitted to the lessor for approval before any change in use or development occurs. The lessee shall use and occupy the leasehold in compliance with the approved development plan and all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect, including those of a building or zoning authority and those relating to pollution and sanitation control. The lessee may not permit any unlawful occupation, business, or trade to be conducted on the leasehold. The lessee shall properly locate all activities and improvements on the leasehold, and may not commit waste of the parcel. The lessee shall maintain and repair the leasehold including improvements in a reasonably neat and clean condition, and shall take all necessary precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion, unreasonable deterioration, or destruction of the land or improvements. The lessee agrees not to place any aboveground or underground fuel or chemical tanks on the leasehold without the prior written approval of the lessor.
- 5. <u>Encumbrance of Leasehold</u>. The lessee may not encumber or cloud the lessor's title to the leasehold, or any portion of the leasehold, nor enter into any lease, easement, or other obligation of the lessor's title without the prior written approval of the lessor.
- 6. <u>Assignment of Interest</u>. The lessee may not assign or sublet any interest held under this lease, including a security interest, without the prior written approval of the lessor. The lessor may approve such assignment or subletting if the lessor finds it to be in the best interest of the state. No such assignment or subletting will be effective until approved by the lessor in writing, and the assignee agrees to be subject to and governed by the provisions of this lease, any subsequent amendments to this lease, any additional stipulations, or reappraisal as

deemed appropriate by the lessor, and all applicable laws, regulations, and ordinances in the same manner as the original lessee. No assignment or subletting of the leasehold, or any portion thereof, by the lessee will annul the lessee's obligation to pay the compensation required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest may occur without the prior written approval of the lessor.

- 7. <u>Conditional Lease</u>. If all or part of the leasehold has been tentatively approved, or approved, but not yet patented, by the United States to the lessor, then this lease will be conditioned upon receipt by the lessor of such patent. If for any reason the lessor does not receive patent, any compensation paid to the lessor under this lease will not be refunded. Any prepaid compensation for land to which patent is denied the lessor will be refunded to the lessee of record in the amount of the pro-rata portion of the unexpired term. The lessor will have no further liability to the lessee for the termination of the lease.
- 8. <u>Payment of Taxes and Assessments</u>. The lessee shall pay prior to delinquency all taxes and assessments accruing against the leasehold.
- 9. <u>Section Line Rights-of-Way</u>. If the leasehold borders on or includes one or more section lines, the lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way or rights-of-way pursuant to AS 19.10.010.
- 10. <u>Navigable and Public Waters</u>. (a) Pursuant to AS 38.05.127 and 11 AAC 53.330, the lessor reserves a public access easement to and along all public or navigable water bodies that border on or are included in this leasehold. No public access easement may be obstructed or otherwise rendered incapable of reasonable use for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without the prior written approval of the lessor.
- (b) The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This lease is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The lessor reserves the right to grant other interests to the leasehold consistent with the Public Trust Doctrine.
- 11. <u>Condemnation of Leasehold or Improvements</u>. If the whole or any part of the leasehold is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:
- (1) Taking of the entire leasehold. If all of the leasehold is taken by condemnation, this lease and all rights of the lessee will immediately terminate, and the compensation will be adjusted so that it is due only until the date the lessee is required to surrender possession of the leasehold. The lessor is entitled to all the condemnation proceeds, except that the lessee will be paid the portion of the proceeds attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned leasehold by the lessee in accordance with the approved development plan.
- (2) Taking of substantial part of the leasehold. If the taking is of a substantial part of the leasehold, the following rules apply:
 - (A) If the taking by condemnation reduces the ground area of the leasehold by at least 30 percent or materially affects the use being made by the lessee of the leasehold, the lessee has the right to elect to terminate the lease by written notice to the lessor not later than 180 days after the date of taking.
 - (B) If the lessee elects to terminate, the provisions in subsection (1) of this section govern the condemned portion of the leasehold and the covenants and conditions of the lease govern disposal of the remainder of any buildings or improvements made by the lessee in accordance with the approved development plan.
 - (C) If the lessee does not elect to terminate, the lease continues and the lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value, as determined in the

condemnation proceedings, of any buildings or improvements taken that were placed on the condemned portion of the leasehold by the lessee in accordance with the approved development plan. Compensation at the existing rate will terminate on the date the lessee is required to surrender possession of the condemned portion of the leasehold. Except as it may be adjusted from time to time under the covenants and conditions of the lease and applicable statutes, compensation for the balance of the term will be adjusted by the lessor to reflect the taking.

- (3) Taking of insubstantial part of the leasehold. If the taking by condemnation reduces the ground area of the leasehold by less than 30 percent and the lessor determines that the taking is of such an insubstantial portion that the lessee's use of the leasehold is not materially affected, the lessee may not elect to terminate the lease and the compensation provisions of subsection 2(C) of this section will govern.
- 12. <u>Valid Existing Rights</u>. This lease is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this lease.
- 13. <u>Inspection</u>. The lessor will have reasonable access to the leasehold for purposes of inspection.
- 14. <u>Mineral Reservations</u>. This lease is subject to the reservations required by AS 38.05.125 and the rights and obligations imposed by AS 38.05.130.
- 15. <u>Concurrent Use</u>. This lease is subject to reasonable concurrent uses as provided under Article VIII, Section 8 of the Constitution of the State of Alaska. The concurrent user who is found to be at fault for damage or injury arising from noncompliance with the terms governing the user's concurrent use is liable for damages and the user's interest is subject to forfeiture or termination by the lessor. In this context, the term "concurrent user" includes the lessee and any other person or entity who lawfully uses the land subject to this lease, but does not include the State of Alaska.
- 16. <u>Surface Resources</u>. Unless otherwise provided by this lease or other written authorization, the lessee may not sell or remove from the leasehold any timber, stone, gravel, peatmoss, topsoil, or any other material valuable for building or commercial purposes. Material required for the development of the leasehold may be used only in compliance with the approved development plan.
- 17. <u>Appropriation or Disturbance of Waters</u>. During the term of this lease, the lessee will have the right to apply for an appropriation of ground or surface water on the leasehold in accordance with AS 46.15 and 11 AAC 93.060.
- 18. <u>Acquisition of Rights or Interests</u>. Any right or interest acquired during the term of this lease and accruing to the benefit of the leasehold will remain appurtenant to the leasehold, and may not be severed or transferred from the leasehold without the prior written approval of the lessor. In the event of termination or forfeiture of this lease, any such right or interest will vest in the lessor.
- 19. <u>Land Alterations Due to Natural or Artificial Causes</u>. The interest described in this lease constitutes the entire leasehold. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the leasehold, the Lessee has no right to occupy or use the accreted land unless a separate lease is entered with the Lessor with respect to such lands. The rules of law usually applicable to accretion or reliction of land do not apply to this lease, nor to the interest described in this lease.
- 20. <u>Waiver or Forbearance</u>. The receipt of compensation by the lessor, with or without knowledge of any default on the part of the lessee, is not a waiver of any provision of this lease. No failure on the part of the lessor to enforce a covenant or condition of this lease, nor the waiver of any right under this lease by the lessor, unless in writing, will discharge or invalidate the application of such covenant or condition. No forbearance or written waiver affects the right of the lessor to enforce any covenant or condition in the event of any subsequent default. The receipt of compensation by the lessor after termination or any notice of termination will not reinstate, continue, or extend this lease, or destroy, or in any manner impair the validity of any notice of termination that may have been given prior to receipt of the compensation, unless specifically stated by the lessor in writing.

- 21. <u>Default and Remedies.</u> (a) Time is of the essence in this lease. If the lessee defaults on the performance of any of the covenants or conditions of this lease, and the default is not remedied within 60 days after the lessor issues written notice of such default to the lessee and to the holder of a security interest in the leasehold approved by the lessor, or within any additional period the lessor allows for good cause, the lessee will be subject to legal or any other administrative action deemed appropriate by the lessor, including termination of this lease. The lessor may, in the notice of the default or in a separate written notice, state that if the default is not remedied, this lease shall terminate on a date certain, which shall be at least 60 days after issuance of the notice of default. Upon the date specified in such notice, unless the default has been remedied, the lease shall expire automatically without further notice or action by the lessor and this lease and all rights of the lessee under the lease shall terminate. Upon termination of the lease the lessor shall have an immediate right to possession of the leasehold and any possession by the lessee shall be unlawful. It is specifically agreed that no judicial action shall be necessary to terminate this lease or to allow the lessor to retake possession in the event of default by the lessee. No improvements may be removed from the leasehold while the lease is in default except with the lessor's prior written approval. If this lease is terminated for default, all compensation paid by the lessee is forfeited to the lessor. The lessor is not liable for any expenditures made or undertaken by the lessee under this lease. Any costs or fees, including attorney's fees, reasonably incurred by the lessor for the enforcement of this lease, shall be added to the obligations due and payable by the lessee.
- (b) The rights, if any, of third-party security interest holders or lienholders are controlled solely by AS 38.05.103 and 11 AAC 58.590. If the lessee fails to remedy the default within the time allowed in subsection (a) of this section, the holder of an approved security interest who has received notice under subsection (a) of this section may remedy the default. The holder shall act within 60 days from the date of receipt of notice under subsection (a) of this section, or within any additional period the lessor allows for good cause.
- (c) The lessor may, at the lessor's option, following the lessee's default and failure to remedy, or after termination of this lease due to such default and failure to remedy, accelerate the unpaid compensation for the remainder of the term of this lease. The lessee's obligation to pay such accelerated rent to the lessor survives termination of this lease.
- (d) If this lease is terminated, or all or any portion of the leasehold is abandoned by the lessee, the lessor may immediately enter, or re-enter and take possession of the leasehold, and without liability for any damage, remove all persons and property from the leasehold and may, if necessary, use summary proceedings or an action at law. The words "enter" and "re-enter" as used are not restricted to their technical legal meaning. Any entry, re-entry, possession, repossession, or dispossession by the lessor, whether taken with or without judicial action, does not absolve, relieve, release, or discharge the lessee, either in whole or part, of any liability under the lease.
- (e) The lessor, upon or at any time after giving written notice of any default, may enter or re-enter the leasehold to remedy any default by the lessee or exercise any right given under this lease, all without the intervention of any court being required. The curing of such default shall not be deemed for any purpose to be for the benefit of the lessee.
- (f) At any time after termination of this lease, the lessor may re-let the leasehold, or any part thereof, in the name of the lessor for such term and on such conditions as the lessor may determine, and may collect and receive the compensation therefor. The lessor shall not be responsible or liable for failure to re-let the leasehold or for any failure to collect any compensation due upon such re-letting, nor shall the lessor be required to account for or pay to the lessee any excess compensation received as a result of such re-letting. The lessee shall be liable for any deficiency, and for all costs, expenses, and fees incurred by the lessor arising out of the default, including the lessor's efforts to re-let the leasehold.
- (g) No right or remedy conferred upon or reserved to the lessor in this lease or by statute, or existing in law or equity, is intended to be exclusive of any other right or remedy, and each and every right shall be cumulative.
- 22. <u>Disposition of Improvements and Chattels After Termination</u>. AS 38.05.090 will govern disposition of any lessor-approved chattels or improvements left on the leasehold after termination. At the lessor's sole option,

improvements not approved by the lessor shall be removed from the leasehold and the site restored to its original condition at the lessee's sole expense, or be forfeited to the lessor. The lessee shall be liable to the lessor for any costs, expenses, or damages arising out of the disposition of improvements not approved by the lessor, and may be required to pay rent on any improvements or chattels left on the parcel in accordance with 11 AAC 58.680.

- 23. <u>Indemnity to Lessor</u>. The lessee shall indemnify, defend, and hold the lessor harmless from and against all claims, demands, judgments, damages, liabilities, penalties, and costs, including attorney's fees, for loss or damage, including but not limited to property damage, personal injury, wrongful death, and wage, employment, or worker's compensation claims, arising out of or in connection with the use or occupancy of the leasehold by the lessee or by any other person holding under the lessee, or at the lessee's sufferance or invitation; and from any accident or fire on the leasehold; and from any nuisance made or suffered on the leasehold; and from any failure by the lessee to keep the leasehold in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the lessee of all or any portion of the leasehold or interest therein contrary to the covenants and conditions of this lease. The lessee holds all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the parcel at the sole risk of the lessee, and shall defend, indemnify and hold the lessor harmless from any claim of loss or damage by any cause whatsoever, including claims by third parties.
- 24. <u>Insurance</u>. If required by the lessor, the lessee shall obtain insurance in an amount determined by the lessor to be sufficient. The lessor shall be named as an additional insured party of any such insurance. The types and amount of insurance shall be specified in the attached stipulations made a part of this lease agreement and may be adjusted periodically. The lessee shall maintain that insurance as long as required by the lessor. Any insurance acquired by the lessee for the purpose of providing insurance coverage under this lease must be issued by an insurer authorized to do business in the State of Alaska under the provisions of AS 21.09.010 and AS 21.27.010 for the type of policy being written.
- 25. <u>Bonding</u>. If required by the lessor, the lessee shall furnish a bond, cash deposit, certificate of deposit, or other form of security acceptable to the lessor in an amount determined by the lessor to be sufficient to ensure faithful performance of the covenants and conditions of this lease, and to cover the cost of site cleanup and restoration and any associated costs after termination of the lease. The amount and conditions of the bond shall be specified in the attached stipulations made a part of this lease agreement. The lessee shall maintain the bond as long as the lessor deems necessary, and in the amount required by the lessor, which amount may be adjusted periodically.
- 26. Environmental Compliance. (a) The lessee shall, at the lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws"). The lessee shall, at the lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Environmental Laws.
- (b) Should the Authority require that a remedial action plan be prepared and that a remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge, or threatened disposal, release, spill, or discharge of or contamination by hazardous materials at the leasehold that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, then the lessee shall, at the lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. The lessee's obligations under this section shall arise if there is any event or occurrence at the leasehold during the term of this lease, or arising out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, that requires compliance with the Environmental Laws.
- (c) At no expense to the lessor, the lessee shall promptly provide all information requested by the lessor for preparation of affidavits or other documents required by the lessor to determine the applicability of the Environmental Laws to the leasehold, and shall sign the affidavits promptly when requested to do so by the lessor.



- (d) The lessee shall indemnify, defend, and hold harmless the lessor from all fines, penalties, suits, judgements, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of or contamination by hazardous materials at the leasehold that occurs during the term of the lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease; and from all fines, penalties, suits, judgements, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease.
- (e) The lessee agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water.
- (f) In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the leasehold (i) has been released on the leasehold; (ii) has resulted from acts or omissions of the lessee or its agents; and (iii) has occurred during the term of this lease. The lessee has the burden of rebutting the presumptions by clear and convincing evidence.
- (g) This section of this lease does not in any way alter the State of Alaska's powers and rights or the lessee's duties and liabilities under Title 46 (or its successor) of the Alaska Statutes or other state, federal, or municipal statutes, regulations, or ordinances. For example, notwithstanding the provisions of this lease, the State of Alaska shall not be precluded from claiming under AS 46.03.822 that the lessee is strictly liable, jointly and severally, for damages and costs incurred by the state for clean up of contamination on the leasehold. The obligations and provisions of this section 26 shall survive the termination of this lease.
- (h) As used in this lease, the term "hazardous materials" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.
- 27. <u>Surrender of Leasehold</u>. Upon the expiration, termination, or cancellation of this lease, the lessee shall peacefully leave and deliver up all of the leasehold in good, sanitary, and marketable condition, order, and repair.
- 28. <u>Notices</u>. (a) Any notice or demand by the lessee will be made by hand delivery to the Director, Division of Mining, Land and Water, or by certified mail, postage prepaid, addressed as follows (or to a new address that the lessor designates in writing), with delivery occurring upon receipt by the lessor:

To the Lessor:

Division of Mining, Land and Water Southeast Regional Office 400 Willoughby Ave., 4th Floor PO Box 111020 Juneau, AK 99811-1020

(b) Any notice or demand by the lessor will be issued as provided in 11 AAC 02.040(c). If issuance is by mail, the notice or demand will be addressed as follows (or to a new address that the lessee or its successor in interest designates in writing):

To the Lessee:

Alaska Oyster Cooperative PO Box 369 Craig, AK 99921 The lessor will issue a copy of any such notice or demand to each holder of a security interest in the leasehold whose assignment has been approved by the lessor under section 6 of this lease. Any security interest not approved as provided in section 6 is insufficient to require notice by the lessor under AS 38.05.103.

- (c) Any notice or demand regarding the lease must be in writing and will be complete if given as set out above.
- 29. <u>Penalty Charges</u>. The lessee shall pay a fee for any late payment or returned check issued by the lessee as follows:
- (1) Late Payment Penalty: The greater of either the fee specified in 11 AAC 05.020 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the lessor. Acceptance of a late payment or of a service charge for a late payment is subject to the lessor's rights under sections 20 and 21 of this lease.
- (2) Returned Check Penalty: A returned check fee as provided in 11 AAC 05.020 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under subsection (1) of this section shall continue to accumulate.
- 30. <u>Modification</u>. This lease may be modified or amended only by a document signed by both parties. Any purported amendment or modification has no legal effect until placed in writing and signed by both parties.
- 31. <u>Choice of Law</u>. This lease shall be construed under the laws of the State of Alaska. The lessee confers personal jurisdiction on the courts of the State of Alaska for any litigation under this lease.
- 32. Severability of Clauses of Lease Agreement. If any clause or provision of this lease is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the lessor and the lessee agree that the remainder of this lease will not be affected, and in lieu of each clause or provision of this lease that is illegal, invalid, or unenforceable, there will be added as a part of this lease a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

By signing this lease, the lessor and the le	essee agree to be	bound by its provisions.	
	LESSEE:		
	LESSEE		
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		66 D : 134	
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STATE OF ALASKA			
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Third Judicial District)			
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personally appeared			
Natural Resources of the State of Alaska			
is fully authorized by the State to do so.			
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Approved as to form February 9, 1994, and Septen	nber 25, 2001.	wry commission expire	
/s/ Elizabeth J. Barry, Assistant Attorney General			
Recorder's Office: Return the recorde	d document to:		
DNR DMLW, SERO			
ATTN: Laurel Smith PO BOX 111020			
JUNEAU, AK 99811-1020			

Attachment A Additional Stipulations

- 1. <u>Authorized Officer.</u> The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
- 2. <u>Preference Right.</u> No preference right to a sale of this leasehold is granted or implied by the issuance of this Lease. Any renewal of this Lease will be subject to current statutes and regulations at the time of Lease expiration.
- 3. <u>Valid Existing Rights</u>. This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
- 4. <u>Change of Contact Information.</u> The Lessee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
- 5. <u>Request for Information.</u> The AO, at any time, may require the Lessee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
- 6. <u>Compliance with Government Requirements</u>. The Lessee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Lessee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
- 7. <u>Development Plan.</u> Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Lessee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
- 8. <u>Penalty Charges: Late Payment Penalty Charges</u>. The Lessee shall pay a fee for any late payment. The amount is the greater of either \$50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.
 - <u>Returned Check Penalty.</u> A returned check penalty of \$50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.
- 9. <u>Visitor Day Use Fee:</u> All commercial recreation authorizations are subject to a "Visitor Day" fee. As defined in 11 AAC 96.250(18), Visitor Day means "all or any part of a calendar day during which a commercial recreation client is present, with each client representing a separate visitor day if multiple clients are present at any time during a calendar day." This fee, as established in 11 AAC 05.180(d)(2)(D) or (G), is collected once a year and due on the same day as the annual fee.
- 10. <u>Assignment.</u> Stipulation 6 of the Lease Agreement is hereby amended to include the following: In the event the Lessee desires to transfer their interest in the lease to another party the Lessee shall submit to the AO a request for assignment and a copy of a draft agreement which identifies the provisions of the assignment between the parties. The AO reserves the right to require/renegotiate new terms or conditions for the lease prior to approving any assignment. The AO reserves the right to require an assignment between the Lessee and another party in the event of a change in corporate ownership, LLC/LLP membership or name change involving the leased site.
- 11. <u>Performance Guaranty.</u> Per section 25 of the Lease agreement: The Lessee previously posted a performance guaranty in the amount of \$10,000 to secure faithful performance with all terms and conditions of the Lease and 102-111 (revised 9/25/2001)

- to insure site restoration of the leasehold. This performance guaranty must remain in effect for the duration of the Lease term or until released in writing by the AO. Failure by the Lessee to provide replacement security shall be grounds for the AO to make a claim upon the existing security to protect the Lessor's interests.
- 12. <u>Insurance</u>. The Lessee shall secure or purchase at its own expense, and maintain in force at all times during the term of this contract, liability coverages and limits consistent with what is professionally recommended as adequate to protect the buyer (the insured) and seller (the State, its officers, agents and employees) from the liability exposures of ALL the insured's operations on state land. Certificates of Insurance must be furnished to the AO prior to the issuance of this lease and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Lessee must provide for a 60-day prior notice to the AO before they cancel, not renew or make material changes to conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of this lease and shall be grounds, at the option of the AO, for termination of the lease. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State of Alaska must be named as an additional named insured on the policy.
- 13. Specific Land Use. Stipulation 4 of the Lease Agreement is hereby amended to include the following: This lease is issued for a specific use and land classification, use of the area for purposes other than those specified constitutes a breach of the lease agreement and may result in revocation. The lease may be terminated upon a finding by the AO that the land or a part of it has not been used by the Lessee for the purpose specified in the lease for a period of two years. The lease cannot be assigned or subleased except with the consent of the AO. A Lessee may not change the use specified in the lease to another or additional use except with the consent of the AO. Any attempts to depart from these conditions without the consent of the AO will cause the lease to be automatically terminated.
- 14. <u>Concurrent Usage.</u> The AO reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land covered under this authorization. Authorized users of state land, their agents, employees, contractors, subcontractors and licensees shall not interfere with the operation or maintenance activities of other authorized concurrent users. Any future concurrent permit, lease or sub-lease will be subject to the conditions and stipulations contained in the lease, including the additional collection of fees or rents by the AO from any subordinate Lessee or Sublessee.
- 15. <u>Subleasing.</u> The AO reserves the right to require an additional annual compensation as a condition of a sublease approval. Said increase shall be determined by negotiation between the Lessee and AO but shall not be less than 25% of all compensation paid annually to the Lessee by the Sublessee. Neither the terms of this sublease provision nor any actual compensation derived from a sublease shall have any effect upon a determination of the annual lease fee for the lease parcel pertaining to AS 38.05.075(a) or its appraised market value pertaining to AS 38.05.840. Sublease shall be defined to include any lease, rental, storage, or accommodation agreement between the Lessee and another individual, business or corporation utilizing or benefiting from the lease parcel. Sublessee shall be defined to mean any individual or business entity executing an agreement, as above, with the Lessee. The amount of sublease compensation shall be subject to change at the same time as the lease compensation adjustment and whenever the terms or conditions of the agreement between the Lessee and Sublessee change. Approval of a sublease shall also be conditioned upon:
 - a) The Lessee is in full compliance with lease conditions and is in good standing with all other authorization per 11 AAC 96.145;
 - b) Sublessee must meet the statutory requirement of the Lease;

- c) Submission by the Lessee of a draft copy of the agreement(s) which will govern the relationship and compensation provisions between the Lessee and the Sub-Lessee;
- d) Submission by the Lessee of a proposed plan of operations and development for the subleased area and, if necessary, an amended plan of operations and development for the entire lease area; and
- e) A Lessor best interest finding and amendments to the lease contract as necessary, if significant changes to the use and development are proposed.
- 16. <u>Alaska Historic Preservation Act.</u> Under the Alaska Historic Preservation Act, AS 41.35.200, it is unlawful to appropriate, excavate, remove, injure, or destroy any historic, prehistoric, or archaeological resources of the State without a permit from the DNR Commissioner. Should any such resources or sites be discovered, the lessee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in DNR's Division of Parks and Recreation.
- 17. <u>Inspections.</u> Stipulation 13 of the Lease Agreement is hereby amended to include the following: The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the lessee is found to be in noncompliance the authorized area may be subject to reinspection. The lessee may be charged for actual expenses of any inspection or the fee in 11 AAC 05.160.
- 18. <u>Incurred Expenses.</u> The Lessor shall in no way be held liable for expenses incurred by the Lessee connected with the activities directly or indirectly related to this authorization.
- 19. <u>Public Access.</u> The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Lessee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
- 20. <u>Site and Improvements Maintenance.</u> The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized. The Lessor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Lessor is to be construed as assumption of responsibility.
- 21. Site Disturbance. Stipulation 4 of the Lease Agreement is hereby amended to include the following:
 - a) Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems. Any ground disturbances that may occur shall be contoured to blend with the natural topography to protect human and wildlife health and safety. Particular attention must be paid to preventing pollution and siltation of any waterways and to preventing disturbances to fish and wildlife populations and habitats.
 - b) Brush clearing is allowed only to the extent necessary to maintain the present development. The Lessee may use dead timber that is down. The Lessee shall not cut standing timber within the leased area unless specifically authorized by DNR's Division of Forestry.

The removal of vegetation shall be kept to a minimum and areas requiring disturbance should be seeded or planted as soon as possible after disturbance. To the extent possible, associated

vegetation should be left intact to enhance stability, control erosion and enhance scenic qualities.

22. <u>Hazardous Substances</u>, Explosives.

- a) No storage of hazardous material/substances or explosives is authorized within the leased area.
- b) The use of hazardous substances or explosives must be done in accordance with existing federal, state and local laws, regulations and ordinances. Debris (including soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed from the sites and managed and disposed of in accordance with state, federal and local laws, statutes and regulations.
- 23. <u>Proper location.</u> This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, or municipal lands, or lands which are owned or solely managed by other offices and agencies of the State of Alaska. The Lessee is responsible for proper location within the authorized area.
- 24. Moving or Damaging Markers. The Lessee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against relocation, damage, destruction, or obliteration. The Lessee shall notify the AO of any relocated, damaged, destroyed, or obliterated markers and shall reestablish the markers at the lessee's expense in accordance with accepted survey practices of DMLW.
- 25. <u>Use and Storage of Fuel.</u> Section 26 of the Lease document is hereby amended to include the following: All fuel storage container(s) with a total combined capacity larger than **55 gallons** shall not be placed within 100 feet from the ordinary high water mark of any water body. When fuel storage container(s) exceed a total combined capacity of **110 gallons**, the containers must be stored within an Alaska Department of Environmental Conservation (ADEC)-approved double-walled tank, or an impermeable diked area, or a portable impermeable containment structure capable of containing 110% of the capacity of the largest independent container. All containers must be clearly marked with the contents and the Lessee's name and ADL number. Drip pans and materials, such as sorbent pads, must be on hand to contain and clean up all spills.
- 26. <u>Notification of Discharge.</u> The Lessee shall immediately notify the Department of Environmental Conservation (ADEC) and AO by phone of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the lessee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge during normal business hours must be made to the nearest ADEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state offshore waters call (907) 269-0667. The ADEC oil spill report number outside normal business hours is (800) 478-9300.

Notification of discharge must be made to the appropriate DNR Office: Anchorage (907) 269-8503, fax (907) 269-8913; Fairbanks (907) 451-2678, fax (907) 451-2751, email dnr.nro.spill@alaska.gov; Juneau (907) 465-3400, fax (907) 465-3886. The Lessee shall supply the AO with all incident reports.

Should any unlawful discharge, leakage, spillage, emission or pollution of any type occur due to the Lessee's actions or failure to act, the Lessee, at its expense, shall be obligated to clean the area to the reasonable satisfaction of the State of Alaska.

- 27. <u>Waste disposal.</u> On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site ADEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
- 28. <u>Fire Prevention, Protection and Liability.</u> The lessee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Lessee's personal property. To report a wildfire, call 911 or 1-800-237-3633.
- 29. <u>Waiver of Forbearance</u>. Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Lessee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.

The receipt of compensation by the AO, with or without knowledge of any default on the part of the Lessee, is not a waiver of any provision of this authorization. The receipt of compensation by the AO after termination or any notice of termination will not reinstate, continue, or extend this authorization, or destroy or in any manner impair the validity of any notice of termination, unless specifically stated by the AO in writing.

- 30. Severability Clause. If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the grantor and the Lessee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, to be legal, valid, and enforceable.
- 31. <u>Lease Expiration and Site Reclamation.</u> No later than one (1) year prior to the lease expiration, the Lessee shall file with the Lessor:
 - a) A request for a new lease, and/or
 - b) A reclamation plan for the leasehold lands, which must be approved in writing by the AO. The Lessee is responsible for site reclamation within the leasehold.

The reclamation plan must include a description of the methods and techniques that the Lessee will use to rehabilitate all sites affected by construction and intensive use activities. Under the lease, the Lessee retains all ownership rights to site improvements. In the plan, the Lessee shall describe its intention to remove improvements. The plan must also include a schedule that sets forth the steps required for surface rehabilitation, and a specific time line showing when the Lessee will accomplish each step.

- 32. <u>Violations.</u> Pursuant to 11 AAC 96.145, the Lessee must be in compliance with provisions of this and other authorizations granted under AS 38.05 or 11 AAC 96 before a new authorization may be granted by DMLW.
- 33. <u>Lease Termination.</u> This lease authorization may be terminated upon violation of any of its terms, conditions, stipulations or upon failure to comply with any applicable laws, statutes and regulations (state and federal).

- 34. <u>Lease Utilization</u>. Per 11 AAC 58.510, leases must be utilized for purposes within the scope of the lease and the land classification. Utilization or development for other than the allowed uses or failure to substantially utilize or develop the lease is a violation of the lease. A development plan may be required on all leases. Failure to make substantial use of the land, consistent with the development plan, within five years, will, in the director's discretion, constitute grounds for cancellation.
- 35. <u>Agents.</u> The lease provisions and stipulations apply with equal force upon an agent, employee, contractor or subcontractor designated by the Lessee to perform any lease or lease-related operations. The Lessee is liable for noncompliance caused by any such agent, employee, contractor, or subcontractor.
- 36. <u>Additional Authorizations or Permits.</u> If activities other than those authorized by the lease provisions and stipulations are needed, additional written authorizations or permits and their associated additional fees may be required.
- 37. <u>Access and Road Construction</u> The Lessee is responsible for providing access to the leasehold. Before constructing any road across state land, the Lessee shall obtain prior approval and authorization from DMLW for the location and construction standards of the road.



Department of Natural Resources

DIVISION OF MINING, LAND & WATER Southeast Regional Land Office

P. O. Box 111020 Juneau, Alaska 99811-1020 Main: 907.465.3400 TTY: 711 or 800-770-8973 Fax: 907.500.9011

Entry Authorization

ADL 109226

Alaska Oyster Cooperative ("Lessee") is issued this Entry Authorization by DNR, Division of Mining, Land & Water ("Lessor") to use state land located in Little Naukati Bay, Alaska on Prince of Wales Island.

The parcel can be more particularly described as follows:

Located within Section 19, Township 69 South, Range 80 East, Copper River Meridian and more particularly on upland Lot 9. The proposed leasehold contains approximately 0.61 acres, more or less.

This EA authorizes entry onto the above-referenced parcel for use, development, and appraisal for a term of 10 years, effective from _______ through ______, prior to lease issuance. The Development Plan, incorporated as **Attachment 1**, depicts the subject area and intended activity. Provided the lessee's compliance with all terms and conditions, the Standard Lease Agreement and Additional Stipulations, included in draft form as **Attachment 2**, will be made final upon receipt of an appraisal completed to the satisfaction of the Lessor.

This Entry Authorization is issued subject to the following:

- 1. Acceptance of the terms and conditions of the Standard Lease Agreement and Additional Stipulations (Attachment 2), which will be executed once all of the requirements to lease issuance have been provided.
- 2. Payment of \$1,000.00, the minimum annual use fee (11 AAC 58.410(b)), due on or before each annual anniversary of the effective date of this authorization. If the fair market value rent for the future lease as determined by the required appraisal is greater than \$1,000.00, then the annual fee for the lease will be the greater amount and the applicant will be required to pay the difference from payments made during the term of the entry authorization.
- 3. Proof of insurance as required in Standard Lease Condition No. 24 & Additional Stipulation No. 12 (Attachment 2).
- 4. Maintenance of a performance guaranty as required by Condition No. 25 & Additional Stipulation No. 11 (Attachment 2).
- 5. Completion of a current Fair Market Value Appraisal prior to the expiration of this Entry Authorization, acceptable to the DMLW Appraisal Unit. General Appraisal Requirements are included as Attachment 3.
- 6. An Authorization to Execute Contracts (Attachment 4) or other form of proof that the signer of the Entry Authorization has the authority to execute a lease and related documents on behalf of Alaska Oyster Cooperative.

Entry Authorization Extensions: An extension of this Entry Authorization that is required because of the Lessee or its contractor's failure to meet or provide all prerequisites for the issuance of the lease on or before the expiration date will be considered upon receipt of a written request and fee prescribed by 11 AAC 05. A prerequisite for such an extension may be the remittance of a deposit equal to the estimated cost of completing the required appraisal. Any portion of said deposit not utilized for the purpose for which it was required will be refunded [AS 38.05.860(a)].

Termination of Leasehold Interest: Failure to provide the required deliverables as described above and within the timeframe identified for the Entry Authorization may be considered cause for termination of any leasehold interest.

conditions of this Entry A	uthorization:		
Printed Name	Signature	Title	Date
Signature of Authorized l	ONR Representative:		
Kaitlyn Raffier, Southeast	Regional Manager		Date

Signature of Lessee or Authorized Representative of Lessee hereby accepting and agreeing to comply with the terms and

Advisory Regarding Violations of the Entry Authorization Guidelines: A person who violates a condition of an authorization is subject to any action available to the Department of Natural Resources (DNR) for enforcement and remedy, including revocation, civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. DNR may seek damages available under civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or AS 09.45.735, for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.

If a person responsible for an unremedied violation or a condition of an authorization applies for a new authorization from DNR under AS 38.05.035, DNR may require the applicant to remedy the violation as a condition of the new authorization, or to begin remediation and provide security to complete the remediation before receiving the new authorization. If a person who applies for a new authorization under AS 38.05.035 has previously been responsible for a violation of a condition of an authorization issued under this chapter, whether remedied or unremedied, that resulted in substantial damage to the environment or to the public, DNR will consider that violation in determining the amount of the security to be furnished and may require the applicant to furnish three times the security that would otherwise be required.

The Regional Manager reserves the right to alter the above conditions before the authorization is issued, in which case Lessee will be so advised. If compliance with these conditions is not achieved, it may be sufficient cause for a monetary penalty for trespass, or the revocation of this authorization immediately and denial of subsequent authorizations. Direct all questions on this authorization to the Division of Mining, Land & Water, Southeast Region, 400 Willoughby Ave., P.O. Box 111020, Juneau, Alaska 99811-1020, telephone (907) 465-3400.

Attachment 1: Development Plan

Attachment 2: Standard Lease Agreement and Additional Stipulations

Attachment 3: General Appraisal Requirements
Attachment 4: Authorization to Execute Contracts

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER

Southeast Regional Land Office

Preliminary Decision
ADL 109226

Alaska Oyster Cooperative
Application for Lease
AS 38.05.070(b)

Executive Summary

This Preliminary Decision (PD) is the State's preliminary best interest finding regarding a proposed disposal of interest in state land. The State intends to authorize a 10-year lease to Alaska Oyster Cooperative (AOC) to support local aquatic farms through construction and maintenance of packing facilities, shipping facilities, and retail space as described below. The proposed improvements would also be used in support of an adjacent aquatic farm lease to AOC, ADL 233912. The public is invited to comment on this PD. The deadline for commenting is 5:00 pm March 27, 2024. Please see the Public Notice section of this decision for requirements related to submitting comments for consideration. Only the applicant and those who comment have the right to appeal the Final Finding and Decision (FFD).

Requested Action

The Alaska Oyster Cooperative ("applicant") applied for a lease on January 5, 2022, to support local aquatic farms through construction, operation, and maintenance of support structures such as: packing facilities, shipping facilities, and retail space in Naukati Bay, Alaska. These improvements would also be used in support of the applicant's adjacent aquatic farm lease, ADL 233912. The total area requested by the applicant is approximately 0.61 acres. A development plan is included as Attachment 1.

Proposed Improvements:

- Gravel access road and parking area extension, ~8000 sq.ft.of gravel
- Two steel shipping container buildings on a gravel pad (for packing rooms, holding cooler, freezing unit, shipping material storage, retail space, and member short term lodging), ~ 40ft x 56ft
- Two steel shipping container buildings (for mobile shellfish nursery), ~40ft x 36ft
- One steel shipping container building (for product holding cooler), \sim 12 ft x 20ft
- Two mobile storage buildings (for construction efforts, only to remain during the Entry Authorization), ~12ft x 20ft

Existing Improvements:

- Bulkhead for floating dock gangway, ~10ft by 10ft
- Gravel access road from road system, ~ 20ft by 130ft

Proposed Action

Preliminary Decision ADL 109226 Page 1 of 11

Alaska Oyster Cooperative

The Division of Mining, Land & Water (DMLW) proposes to issue a 10-year lease to the applicant for the requested construction, operation, and maintenance of the aquatic farm support structures, as described within this decision and outlined in the lease development plan (Attachment 1).

Scope of Decision

The scope of this decision is limited to the determination of whether it is in the State's best interest to issue a 10-year lease to the applicant. The administrative review for this authorization is defined by AS 38.05.035(e)(1)–(2) and is limited to (1) reasonably foreseeable, significant effects of the uses to be authorized; (2) applicable statutes and regulations; (3) facts pertaining to the land or resources; and (4) issues that are material to the determination.

Authority

This lease application is adjudicated pursuant to AS 38.05.035(b)(1) and AS 38.05.035(e) Powers and Duties of the Director, AS 38.05.070 Generally, AS 38.05.075 Leasing Procedures, and AS 38.05.945 Notice. The authority to execute the PD, Final Finding and Decision (FFD), Entry Authorization (EA), and the lease has been delegated to the Regional Managers of DMLW.

Administrative Record

The administrative record for the proposed action consists of the Constitution of the State of Alaska, the Alaska Land Act as amended, applicable statutes and regulations referenced here-in, the Prince of Wales Island Area Plan (POWIAP) and other classification references described herein, and the related casefiles serialized by DNR as ADL 109226 and ADL 233912.

Location Information

Geographic Location:

The proposed site is located in Little Naukati Bay, Alaska on Prince of Wales Island.

Property Description:

The proposed lease is located within Section 19, Township 69 South, Range 80 East, Copper River Meridian and more particularly on upland Lot 9. The proposed leasehold contains approximately 0.61 acres, more or less.

Other Land Information:

Municipality: None

Regional Corporation: Sealaska Corporation Village Corporation: Klawock Heenya Corporation

Federally Recognized Tribe: Klawock Cooperative Association

Approximate Coordinate Locations (NAD 83):

NE Corner: 55° 52.475'N, 133° 12.999'W SE Corner: 55° 52.450'N, 133° 12.998'W SW Corner: 55° 52.450'N, 133° 13.079'W

Preliminary Decision ADL 109226 Page 2 of 11

Alaska Oyster Cooperative

NW Corner 1: 55° 52.462'N, 133° 13.064'W Corner No. 4: 55° 52.462'N, 133° 13.030'W NW Corner 2: 55° 52.475'N, 133° 13.030'W

Title

The State of Alaska holds fee title to the subject land under U. S. Patent No. 50-2009-0128 dated February 2, 2009. A DNR Title Report RPT- 23342 issued on November 27, 2023 from DMLW's Realty Services Section attests that aside from the usual reservations for ditches, canals, railroads, telegraph and telephone lines, and water rights, there are no other reservations within the proposed leasehold.

Adjacent Landowners

The proposed leasehold is surrounded by state-selected and tentatively approved or patented land.

Third Party Interests

No third-party interests are known at this time.

Planning and Classification

The proposed activity is consistent with the Prince of Wales Island Area Plan (POWIAP.) Located in Management Unit 7-Sea Otter Sound, Subunit 7c-Naukati. The proposed lease site is still listed as a "USFS Admin. Site" in the POWIAP because the area plan was created in 2008, prior to the patent listing the proposed site as state-owned land.

"State uplands will be managed for multiple use. State uplands will be managed to meet the needs of a developing community, including residential, commercial, public services, and community recreational needs." (POWIAP 3, 113)

Naukati has long served as a water access point for Sea Otter Sound and surrounding waters and is the main road-to-water access point from Prince of Wales Island. (POWIAP 3, 113)

According to the POWIAP, in situations where the state has further acquired isolated parcels of land through other methods, parcels adjoining or surrounded by other state land should be managed according to the management intent and guidelines applicable to those adjacent lands. (POWIAP 2, 21)

For the proposed lease site, adjacent sections to the east are designated Rd (Public Recreation – Developed) and S (Settlement). The adjacent section to the south is designated P (Public Facilities), Rc (Recreation – Commercial), Rd (Public Recreation – Developed), and S (Settlement). The POWIAP also references other portions of the USFS administrative site that were relinquished to the state for community boat launching, docking, and associated upland parking because the area is the most viable boat launch and water access point to Sea Otter Sound. "Use of the site for water-related activities is essential. Design may include limited water-related com-

Preliminary Decision ADL 109226 Page 3 of 11

mercial/community activities and parking for boat access and marine development." (POWIAP 3, 117)

The activities proposed by AOC will be meeting and promoting settlement guidelines within the area by providing access, space, and facilities necessary to expand the growing mariculture industry in Naukati Bay. Because of the for-profit cooperative nature of AOC, authorizing this use meets commercial intent of the area while also providing public services and contributing to the developing community.

In comparing nearby designations, reviewing area-wide land management policies, and applying the overall management intent and guidelines of Subunit 7c-Naukati, DMLW finds the proposed activity consistent with the POWIAP.

Traditional Use Finding

Pursuant to AS 38.05.830, and after due consideration, we find that the proposed lease is likely to have little or no effect on the density of the population in the immediate vicinity and that there is little potential for conflict with the known traditional uses of the land. If we are provided information that clearly demonstrates the lease and the associated development and use have the potential to adversely impact traditional uses, we will, in the Final Finding and Decision, address the potential impacts and present mitigation measures that will either minimize or avoid impacts to traditional uses.

Access

The main physical and legal access to the proposed lease site is via an existing gravel road across Unites States Forest Service (USFS) land that extends from the nearby National Forest System Road (NFSR)-2060 to the proposed site. The current USFS District Ranger provided a letter of non-objection to AOC for use and maintenance of the approximately 180-foot stretch of gravel access road on August 10, 2023. The proposed site is also accessible via the tideland through the proposed pier and gangway by boat or floatplane.

Access Along Public Waters:

The site is located adjacent to Little Naukati Bay. Pursuant to AS 38.05.126, the public has a constitutional right to free access to, and use of, navigable or public waters of the State of Alaska. Under 11 AAC 51.045 and AS 38.05.127, DMLW is required to reserve specific public-access easements to and along these waters. Unless comments and other information submitted to DMLW provide justifiable and convincing evidence to do otherwise, this disposal of state interest will be subject to a 50-foot public access easement seaward and landward of the line of mean high water.

Public Trust Doctrine

Pursuant to AS 38.05.126, the proposed lease will be subject to the principles of the Public Trust Doctrine; specifically, the right of the public to use navigable waterways and the land beneath them for: navigation, commerce, fishing, hunting, protection of areas for ecological studies, and other purposes. These rights must be protected to the maximum extent practicable while

Preliminary Decision ADL 109226 Page 4 of 11

allowing for the development of this project. As such, DMLW is reserving the right to grant other authorizations to the subject area consistent with the Public Trust Doctrine.

Reservation of Mineral Estate

In accordance with section 6(i) of the Alaska Statehood Act and AS 38.05.125, the state, in this decision, reserves unto itself the mineral estate, including oil and gas, and the rights expressed in the reservation clause of the statute, that being the right to reasonable access to the surface for purposes of exploring for, developing and producing the reserved mineral resources. Exploration and development, if any, which could occur, would be consistent with AS 38.05.130 and other applicable statutes and regulations.

Mineral Orders

Mineral Closing Order No. 739 closes to locatable mineral entry all state and state selected land within the leasehold.

Hazardous Materials and Potential Contaminants

Gasoline and small quantities of motor oil for vehicle operations will be stored within the proposed leasehold. AOC states that fuel storage will be of approximately 100 gallons in non-permanent tanks with spill catch basins and will be kept in a temporary storage structure located over 100 feet from the nearest waterbody. All solid waste produced will be consolidated and transported to approved landfill or waste disposal locations.

Stipulations will be included in the lease to ensure proper handling and storage. The use and storage of all hazardous substances must be done in accordance with existing federal, state, and local laws. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed from the leasehold and disposed of in accordance with state and federal law.

Agency Review

An agency review was conducted on February 10, 2023. The deadline for agency comments was March 13, 2023.

The following agencies were included in the review:

- ADF&G Wildlife Conservation Division
- ADF&G Habitat Division
- ADF&G-Commercial Fisheries Division
- DEC Commissioners Office
- DEC Water Plan Review Section Manager
- DNR DMLW OHA Review & Compliance
- DNR DMLW SAIL Statewide Abatement of Impaired Lands
- DOT&PF Statewide ROW Chief

Preliminary Decision ADL 109226 Page 5 of 11

Agency Review Comment and Response:

ADF&G Comments:

- 1. "If this lease is issued, any culture of aquatic organisms for aquatic farming purposes (#6 above) will need to be permitted through an Aquatic Farm Operation Permit. An aquatic farm operation permit has been applied for through the joint agency application (ADL 233912) and if issued first, it would need to be amended to include activities listed in this application and subject to conditions listed in the permit. The applicant should contact the ADF&G Aquatic Farming Program at dfg.dcf.aquaticfarming@alaska.gov with any questions."
- 2. "The project area is adjacent to marine habitat used by multiple marine mammal species for foraging and travel. While construction activities may temporarily displace animals occurring in the area, any impacts would be temporary. There are no nearby pinniped haulouts, designated critical habitat areas, or known biologically important area for cetaceans."

DMLW Response:

As discussed, ADF&G will be provided with a copy of the preliminary decision of ADL 109226 to make any necessary amendments to the related Aquatic Farm Operation Permit.

Background

DMLW originally received an application from AOC on January 5, 2022. On January 26, 2022, the application was deemed complete by the original adjudicator. DMLW began active adjudication on the application on February 1, 2023, after staffing delays necessitated a new adjudicator be assigned the case. Since significant time had passed since the original application was submitted, the adjudicator requested any updates to the development plan. On November 6, 2023, DMLW received final updates to the development plan as listed in the "proposed improvements" above and attached to this decision.

Discussion

AOC is a for-profit cooperative that is seeking to support both aquatic farm members and the local community by providing regional economic development opportunities through the improvements proposed in ADL 109226. Members of the cooperative are local aquatic farmers that mainly grow and sell oysters. All products being produced in this area are currently being offloaded and transported from vessels by hand through the Naukati public dock. This has created development hurdles for local farmers due to the lack of proper hoist systems, vehicle access, and other support structures.

AOC has also requested an aquatic farm lease, ADL 233912, that proposes to allow the cultivation of juvenile Pacific oysters as well as a dock and pier structure to extend from the upland parcel where ADL 109226 is proposed. The concurrent authorization of both leases

Preliminary Decision ADL 109226 Page 6 of 11

would allow access that provides both improved efficiency and safety to the daily operations conducted by AOC members.

The lease shall be subject to the standard DMLW Lease Agreement, Special Stipulations and the terms and conditions set forth therein (Attachment 2).

Development Plan

An updated Development Plan (DP) was received by DMLW on November 6, 2023 and is attached to this decision (Attachment 1). Should the proposed lease be granted, it is anticipated that the DP will need to be updated throughout the life of the lease as activities and/or infrastructure are added or subtracted. All updates must be approved, in writing, by DMLW before any construction, deconstruction, replacement of infrastructure, or change in activity will be authorized. DMLW reserves the right to require additional agency review and/or public notice for changes that are deemed by DMLW to be beyond the scope of this decision.

Entry Authorization

Pursuant to AS 38.05.075(f), DNR-DMLW will authorize the applicant's entry onto state land through the issuance of an Entry Authorization (EA) to allow site development and conduct the required appraisal, described below. The proposed EA is for a term of two years and would be issued after the Final Decision becomes effective. Once the conditions of the EA are met, the lease will be issued. The total lease term is inclusive of the term of the EA. The EA is included in this decision as Attachment 3.

Performance Guaranty

In accordance with AS 38.05.035, AS 38.05.860, and 11 AAC 96.060(a) Performance Guaranty, the applicant will be required to submit performance guaranties for the lease to incentivize performance of the conditions of the EA and the lease. This provides a mechanism for the state to ensure that the lessee shares any financial costs associated with noncompliance of the lease agreement for site cleanup, restoration, and any associated costs after termination or expiration of the leases. The following bonds will be required:

\$10.000 Performance Bond:

Performance guaranties provide a means to pay for corrective action if the lessee fails to comply with the lease requirements. In accordance with AS 38.05.035(a)(4), the applicant will be required to submit a performance guaranty. The amount of the performance guaranty is based on the scope and the nature of the activity and the potential cost of restoring the site. Performance guaranties are subject to periodic adjustments during the term of the authorization to address increases or decreases in the costs of rectifying problems and rehabilitating state land due to inflation, changes in the level or nature of development, or other appropriate factors.

The amount of the performance guaranty would previously have been \$100,000. However, following recent DMLW guidance on determining the performance guaranty amount, this figure represents a maximum bonding amount. Given the security provided by the

Preliminary Decision ADL 109226 Page 7 of 11

applicant's compliance with DMLW, the low environmental impacts expected, and the potential economic benefits of the proposed improvements, DMLW will impose 10% of the maximum bonding amount. This percentage is also consistent with the performance guaranty imposed for the adjacent aquatic farm lease. Therefore, the applicant will be required to submit a performance guaranty in the amount of \$10,000.

Insurance

Consistent with AS 38.05.035 (a), to protect the State from liability associated with the use of the site, the applicant shall provide and maintain a comprehensive general liability insurance policy with the State of Alaska named as an additional insured party per the stipulations of the Lease Agreement. The applicant shall secure or purchase at its own expense and maintain in force at all times during the term of this lease, liability coverage and limits consistent with what is professionally recommended as adequate to protect the applicant and the State, its officers, agents and employees from the liability exposures of all the insured's operations on state land. The insurance requirement may be adjusted periodically.

Survey

In accordance with AS 38.04.045, this lease does not require a survey. However, the State of Alaska reserves the right to require one in the future, should the need arise due to changes in statutes or increased use of the area. AOC has submitted a scaled diagram with GPS coordinate points for the six corners of the proposed leasehold.

Appraisal

In consultation with DMLW Appraisals Unit and in accordance with AS 38.05.840(a), it was determined that an appraisal is required. The applicant must provide a fair market value appraisal of the proposed leasehold prepared by a licensed appraiser approved by the Appraisals Unit. The cost of the appraisal shall be borne by the Applicant.

Compensation

Annual Land Use Fees:

The annual land use fee shall be the minimum lease fee of \$1,000.00 as established in 11 AAC 58.410(b) until a fair market value appraisal has been completed. Once the appraisal has been completed and fair market value rent for the subject parcel has been determined, if the amount is less than \$1,000 per annum the annual fee shall remain at \$1,000 in accordance with 11 AAC 58.410(b). However, if it is determined from the appraisal that the fair market value for the subject parcel is greater than the minimum land use fee, then the annual land use fee will be adjusted to reflect this amount from the effective date of the lease. Additionally, AOC will be responsible for the payment of any difference from payments made during the term of the Entry Authorization.

For information on general appraisal requirements and acceptable appraisers, contact the Chief Review Appraiser at:

Department of Natural Resources

Preliminary Decision ADL 109226 Page 8 of 11

Division of Mining, Land & Water 550 West 7th Ave., Suite 1050-A Anchorage, AK 99501-3579

Phone: 907-269-8512 Fax: 907-269-8914

Periodic Rate Adjustment:

In accordance with AS 38.05.105, the annual land use fee payment will be subject to adjustment at five-year intervals after the issuance of the lease.

Subleases

Subleasing may be permissible through AS 38.05.095, if the proposed lease is approved. All potential subleases must first be approved in writing by DMLW. DMLW may conduct further agency review and/or public notice before making a determination on the appropriateness of the proposed sublease. The sublease fee will not be less than 25% of the annual fee paid to the lessee by the sublessee.

Reclamation

In accordance with AS 38.05.090, the leasehold must be restored to a "good and marketable condition" as determined by DMLW within 120 days after termination of the lease.

Public Notice

Pursuant to AS 38.05.945, this PD will be noticed for a 30-day public comment period, starting on February 27, 2024. In addition, the post office(s) located near the proposed leasehold will be requested to post the notice pursuant to AS 38.05.945(b)(3)(C). The notice will also be posted on the State of Alaska Online Public Notice website pursuant to AS 38.05.945(b)(3)(B) located at: https://aws.state.ak.us/OnlinePublicNotices/Default.aspx. In accordance with AS 38.05.946, a municipality or a corporation entitled to receive notice under AS 38.05.945(c) may hold a hearing within 30 days after the receipt of the notice.

Comments

The public is invited to comment on this PD. All comments received during the public comment period will be considered in the FFD. If public comments result in significant changes to the PD, additional public notice may be given. A copy of the FFD, along with instructions on filing an appeal, will be sent to all persons who comment on the PD. To be eligible to appeal, a person affected by the FFD must provide written comments during the public comment period per AS 38.05.035(i).

Written comments about this project must be received in this office no later than 5:00 PM on March 27, 2024 to be considered.

To submit comments please choose one of the following methods:

Mail: Department of Natural Resources

Preliminary Decision ADL 109226 Page 9 of 11

Division of Mining, Land and Water

Southeast Region Office ATTN: *Laurel Smith*

400 Willoughby Avenue, 4th Floor

PO Box 111020

Juneau, AK 99811-1020

Email: laurel.smith@alaska.gov

Fax: (907) 500 - 9011

Questions about the lease portion of this project can be directed to *Laurel Smith* at (907) 465-3524.

Signature page follows:

Adjudicator Recommendation

Based on the information provided by the applicant and other agencies, as well as review of planning documents, statutes, and regulations, I recommend approving a 10-year lease to the applicant authorizing the requested construction, operation, and maintenance of the proposed aquatic farm support structures. I recommend proceeding to public notice for the purpose of providing the members of the public and those entities identified in AS 38.05.945 an opportunity to review and submit comments.

Laurel Smith	02/26/2024
Laurel Smith, Natural Resources Specialist	Date
Unit Manager Concurrence	
Mason Auger	2/26/2024
Mason Auger Mason Auger, Natural Resources Manager	Date
Preliminary Decision It is the determination of the Division of Mining, Land interest to issue a 10-year lease to the applicant, as des shall now proceed to public notice.	· · · · · · · · · · · · · · · · · · ·
Railly Kally	2/26/2024
Kaitlyn Raffier, Southeast Regional Manager	Date
ATTACHMENTS:	
Attachment 1. Development Diagram Attachment 2. Standard Lease Agreement and Special	Stipulations

Attachment 3. Entry Authorization



Parks and Recreation and Aquatic Center



INFORMATIONAL

COMMUNITY SPOTLIGHT



Greetings,

I'm Mandy Griffin, and will be stepping into the Aquatics Manager position for the City of Craig & Head Coach role with the Waverunners Swim Club. I'm bringing over 30 years of combined aquatic experience, as an Aquatic Director, Head Coach, and National Level Competitor. My husband Chris and I are looking forward to our move to the area, I can't wait to get started, and get to know everyone.

Community Reference Guide

<u>Craig Tribal Association Shuttle Service</u>

(907) 826-3996

Boy Scouts

907-401-1273

Girl Scouts of Alaska

(907) 248-2250

Craig Country Line Dancers

907-965-2944

Craig Swim Team

craigwaverunners@gmail.com

Little League Craig

907-617-7274

Prince of Wales Chamber of Commerce

Office: 907-755-2626

Prince of Wales Shooting Club

powshooters@gmail.com

Prince of Wales Running Club

907-965-4966

Alaska Special Olympics

907-222-7625

H.O.P.E

907-401-1611

Prince of Wales Health Network

907-826-4030

Craig Tribal Association - Activities

907-826-3996

Register online at

https://www.craigak.com/rec



Like us on Facebook!

Craig Recreation

Craig Aquatic Center!

Contact Information

Gretchen Klein
Recreation Director

Phone: (907) 617-7635

Email: recreation@craigak.com

Kaila Canada, Recreation Assistant
Email: recreation@craigak.com

Mandy Griffin

Manager Aquatic Center

Phone: (907) 826-2794

Email: pool@craigak.com

Jessica Holloway, *Head Lifeguard*Phone: (907) 826-2794

Year-Round Rentals



"Have fun! For parties and celebrations."

Fourth of July Committee
Bounce House and Double Slide!

Rental/Fees: Rental information can be found at craigak.com



Gym and Youth Center Rentals

Rental/Fees:

Rental/Fees: Rental information can be found at craigak.com

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SPECIAL EVENTS

Hanging Flower Baskets



Celebrate Spring and Beautify Craig by purchasing a flower basket. Handcrafted by the youth and community gardeners! Contact: Gretchen (907) 617-7635 to reserve

> your basket! **Fee:** \$75

Join the Community Garden!

Explore a new hobby! Stop by the garden and say hi to master gardeners: Albert, Wally and Tim. They have great garden and designer tips!

Fee: \$5/Plot

Application: online or ;

at City of Craig office



Egg Swim

Where: Aquatic Center

Ages: 0-12

When: Sat, March 30th

10-11am, starts at 10:15!

\$2 for goggles (Limit one pair per child).

No passes, checks or c.c.

CASH ONLY



Carnival Family Fun When: March 30th Where: Craig City Gym Inflatables, games, prizes, egg dye concessions 1pm-3pm! **\$1.00** per game



Moose Lodge Easter Egg Decorating: March 29th 2PM **Easter Egg Hunt** March 30th Noon Park

Easter Events

Volunteer and booth inquiries! Contact Kaila 907-401-3537

St. Patrick's Day Fun Run/Walk

Run or walk with POW Running Club and Alaska Gifts! 3K and 5k!

When: March 16th Sign up 9:00am

Race starts 9:30am Where: Alaska Gifts **FREE EVENT!**

Prince of Wales Marathon

Annual event for the whole family! When: May 25th



Sign up @ www.powmarathon.org

WEEKLY ACTIVITIES

Afterschool Program



Mondays & Wednesdays - Crafts and games 3-5PM! Tuesdays & Thursdays - Dodgeball & Roller Skating!

Ages: 5-17

Where: Craig Youth Center

Fee: \$2 waived fees sponsored by the Moose Lodge 1206 for 2024

The Craig Police Dept, Craig EMS and Fire Dept, Klawock Police, and State Troopers Volunteer.

Thank you





Kids Open Gym

Kids Open Gym with Freddy Hamilton or Rick Marvin!

When: Mondays - 3:30-4:30pm Contact: Parks and Recreation

(907) 617-7635

Teens Open Gym

When: Saturdays 5-7pm Sundays 2-4pm

Fee: \$2

Contact: Parks and Recreation

(907) 617-7635



Tot Gym

When: Wednesday through Friday

Time: 10:30am-Noon
Ages: 0-5 year olds

Fee: \$2/Child







Lead a Class and Have Fun!

We are looking for volunteers to lead 1-hour classes on beading, woodworking, sewing, quilting, pottery, jewelry, blow glass, ceramics, gardening, water and boat safety, dance, and kick boxing!

Contact Parks and Recreation (907) 617-7635

WEEKLY ACTIVITIES

All activities take place at Craig City Gym!

Karate

When:

Tues/Thursday: 5-7PM Fridays 5-6PM

Contact: Annette Cole 907-401-0173



Jiu Jitsu

When: Fridays 7-8:30pm **Contact:** Tsai 505-225-9908

Pickleball

Bring friends to play as the group that would normally fill the gym up

has left for the summer/fall!

When: Mon & Wed 5-7pm

Fee: \$2

Proper athletic footgear is required

Contact: Kit 239-220-2629



Open Elder Wellness Walk

Tuesdays 9:00am-11am Wed/Thursday 9:00am-10:30am

55+ FREE!

Open Walking or Running Time

Thurs/Friday 12-1PM

Ballet

Instructed by AnnMarie Adams

When: March-June 2024

Recital: June 2nd

Ages: 3-4, 5-6, 7-8, and 9 and up

Fee: \$40 plus costume fee

Class is limited to 10 students

per age group

Contact: Parks and Recreation

907-617-7635

Gymnastics

Instructed by Julie McDonald **When:** February-March 2024

Fee: \$5/class

Drop ins welcome!

Contact: Parks and Recreation

907-617-7635

Basketball for K-2-3-4-5

4 Weeks of fun, practices and games!

Dates: Starting April 2nd

Fee: \$20/Child

Contact: Parks and Recreation

907-617-7635



Volleyball

When: Tues/Thursday 7pm

Ages: 14+

Fee: \$2

Proper athletic footgear is required.

о́ тор **Contact:** Melissa Bean 907-738-338



AQUATIC CENTER





Looking for something to do in the evening? Trying to stay in shape? Want to learn to swim? Come join us at the Craig Aquatic Center! Lap swim, tot swim, family swim, open swim, swim lessons, aquatics range of motion, kiddy pool, water slide, weightlifting room, sauna, and hot tub are all available at the Craig Aquatic Center! The Craig Aquatic Center is open year round with a full-size pool, kiddy pool, fitness room, hot tub, and sauna. The Aquatic Center now has scan bar cards for all pool passes. The Aquatic Center is now able to accept credit cards for payment.

Fees

	Swimming	Fitness Room	10 Use Punch Card	1 Month Pass	3 Month Pass	6 Month Pass	12 Month Pass	Dollar Dip Night (excludes hot tub/sauna)
Adult	\$5.00	\$5.00	\$45.00/\$43.00*	\$80.00/\$76.00*	\$210/\$200*	\$330/\$315*	\$480/\$456*	\$1
Youth/Senior	\$4.00	\$5.00	\$40.00/\$38.00*	\$65.00/\$62.00*	\$170/\$162*	\$265/\$252*	\$385/\$365*	\$1
Infants (under 1 year old)	Free					_		Free
Married Couple Adult		-		\$140/\$134*	\$380/\$360*	\$480/\$456*	\$670/\$636*	
Married Couple Senior	-	-		\$110/\$105*	\$310/\$295*	\$380/\$360*	\$535/\$510*	
Family (2 adults + 1 youth)				\$140/\$134*	\$380/\$360*	\$480/\$456*	\$670/\$636*	
Family (each additional youth under 18)	_	_		\$32.00/\$30.00*	\$85.00/\$80.00*	\$132/\$125*	\$192/\$182*	_

Craig Residents receive a 5% discount on all 1 month, 3 month, 6 month and Annual passes!

Swim Lessons
Regular Session (8
Classes) \$50

Private Lessons (8 Classes) \$160









ALL TRAINING PROVIDED!

Part-time and full-time positions!

- Must be able to pass pre-employment drug test
- Must be able to pass American Red Cross prerequisite swim test

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Applications:

Available at Craig City Hall, 500 Third Street, or online at www.craigak.com



AQUATIC CENTER



Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Fitness room	Julianu	Junuay				
5:00a-12:30p	5:00a-12:30p	5:00a-12:30p	5:00a-12:30p	5:00a-12:30p		
3:00p-7:30pm	3:00p-7:30pm	3:00p-7:30pm	3:00p-7:30pm	3:00p-7:30pm		
Hot Tub/ Sauna*						
5:00a-12:30p	5:00a-12:30p	5:00a-12:30p	5:00a-12:30p	5:00a-12:30p		
3:00p-7:30pm	3:00p-7:30pm	3:00p-7:30pm	3:00p-7:30pm	3:00p-7:30pm	_	
Lap Swim	С	С С				
5:30Aam-9:00am	5:30Aam-9:00am	5:30Aam-9:00am	5:30Aam-9:00am	5:30Aam-9:00am	L	L
					О	О
School Use	S	s				
9:00am-10:30am	9:00am-10:30am	9:00am-10:30am	9:00am-10:30am	9:00am-10:30am	E	E
Lap swim/Tot Swim	D	D				
10:30am-12:30pm	10:30am-12:30pm	10:30am-12:30pm	10:30am-12:30pm	10:30am-12:30pm		
CLOSED	CLOSED	CLOSED	CLOSED	CLOSED		
12:30p-3:00p	12:30p-3:00p	12:30p-3:00p	12:30p-3:00p	12:30p-2:00p		
Swim team						
3:00p-6:00pm	3:00p-6:00p	3:00p-6:00pm	3:00p-6:00pm	2:00pm-6:00pm		
Open Swim	Open Swim	Open Swim	FAMILY SWIM	Open Swim		
6:00pm-7:00p	6:00pm-7:00pm	6:00pm-7:00pm	6:00pm-7:00pm	6:00pm-7:00pm		
Dollar Dip				***************************************		
		Ol 14.01			<u> </u>	

Schedule is Subject to Change Without Notice Due to Staffing Shortage.

PLEASE LOOK AT THE FRONT WINDOW FOR EARLY CLOSURE DAYS





The Craig Waverunner Swim Club is the only swim club on Prince of Wales Island! The Waverunners provide professional coaching and instruction to swimmers ages six and older. The Waverunners are registered with USA Swimming. The goal of the Waverunners is to provide an opportunity to become better swimmers, but more importantly the Waverunners strive to create better people. The Waverunners will accomplish this by teaching life lessons, such as discipline, the importance of hard work, goal setting, dedication to those goals, perseverance and more.

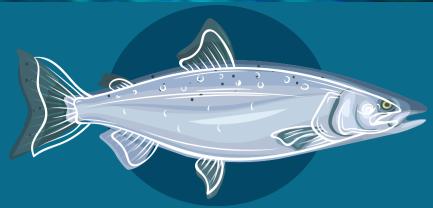
If you are interested in becoming a member of the Waverunners, please contact us at craigwaverunners@gmail.com

Pool Rentals Rates

**Rentals are available with a minimum of two week advance reservation. Big toy rentals are available with a three week minimum reservation. Pool rental packets are available at the pool only. ** BACK TO

Big Pool only with or without slide	\$75/hr
Kiddy Pool Only	\$60/hr
Both Pools	\$120/hr
용ig Toy Rental	\$185/hr







2024 CRAIG-KLAWOCK KING SALMON DERBY

JUNE 1ST THROUGH AUGUST 11TH

Get your tickets now!

Go to the city website, search 'Derby' to find rules and regulations.

Ticket price for Derby & Drawing

\$30

Grand Prize Drawing Ticket Price

\$20

Head to Black Bear or Petro to weigh in & take a picture! Anglers are responsible for taking pictures at weigh in.

Must have purchased a ticket. Send a picture including your salmon, weight & your ticket and send it to 907-617-7635 or email recreation@craigak.com

Get your tickets from:

Prizes:

1st \$2000

2nd \$1000

3rd \$500

Grand Prize Drawing

\$10,000
*amounts are pre-tax

Special Event Dates

*Kid's Weekend*June 22nd & 23rd

Women's Weekend July 13th & 14th

Men's Weekend August 10th & 11th

\$500 prize per weekend Derby Social Awards Night August 24th 6pm

Black Bear, Petro Marine, JT Browns, Log Cabin Sports, Chamber of Commerce, Heppe's, Alaska Gifts, Local Lodges and City Hall

CITY OF CRAIG MEMORANDUM

To: Craig Mayor and City Council From: Brian Templin, City Administrator

Date: March 12, 2024

RE: Resolution 24-05 Supporting Alaska Senate Bill 171

At the March 7, 2024 council meeting the council directed staff to prepare a resolution of support for Senate Bill 171. This bill amends the residency requirements for resident hunting/fishing/trapping licenses to align with Permanent Fund Dividend residency requirements.

The city submitted a letter of support for this bill and the companion House Bill 201 in January.

This bill is currently in the Senate Resources Committee. If approved, a copy of the resolution will be sent to our state legislators and the chair of the Senate Resources Committee.

Recommendation: Approve Resolution 24-05.

SENATE BILL NO. 171

IN THE LEGISLATURE OF THE STATE OF ALASKA THIRTY-THIRD LEGISLATURE - SECOND SESSION

BY SENATOR BJORKMAN

Introduced: 1/16/24

Referred: Resources, Finance

A BILL

FOR AN ACT ENTITLED

- 1 "An Act changing the residency requirements for sport fishing, hunting, and trapping
- 2 privileges; and providing for an effective date."

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

- * **Section 1.** AS 16.05.400 is amended by adding a new subsection to read:
- 5 (d) A person who is issued a permanent identification card under this section 6 may sport fish, hunt, or trap only if the person continues to meet the residency 7 requirements of AS 16.05.415.
- 8 * **Sec. 2.** AS 16.05.415(a) is amended to read:
- 9 (a) In AS 16.05.330 16.05.430, a person, except as provided in (c) (f) of this section, is a resident if the person
- 11 (1) is physically present in the state with the intent to remain in the 12 state indefinitely and to make a home in the state;
- 13 (2) has maintained the person's domicile in the state for the 12 14 consecutive months immediately preceding the application for a license;

1	(3) has been physically present in the state at all times during the
2	12 consecutive months under (2) of this subsection or, if absent, was absent only
3	as allowed in AS 43.23.008;
4	(4) is not claiming residency in another state, territory, or country; and
5	(5) [(4)] is not obtaining benefits under a claim of residency in another
6	state, territory, or country.
7	* Sec. 3. AS 16.05.415(e) is amended to read:
8	(e) A person who is an alien is a resident for the purposes of AS 16.05.330 -
9	16.05.430 if the person
10	(1) is physically present in the state with the intent to remain in the
11	state indefinitely and to make a home in the state;
12	(2) has maintained the person's domicile in the state for the 12
13	consecutive months immediately preceding the application for a license;
14	(3) has been physically present in the state at all times during the
15	12 consecutive months under (2) of this subsection or, if absent, was absent only
16	as allowed in AS 43.23.008;
17	(4) is not claiming residency in another state, territory, or country; and
18	(5) [(4)] is not obtaining benefits under a claim of residency in another
19	state, territory, or country.
20	* Sec. 4. AS 16.05.415 is amended by adding a new subsection to read:
21	(j) The commissioner shall adopt regulations under AS 44.62 (Administrative
22	Procedure Act) for determining the eligibility of an individual for licensure as a
23	resident under this section. The commissioner may require an individual to provide
24	proof of eligibility, and the commissioner may use other information available from
25	other state departments or agencies to determine the eligibility of an individual. The
26	commissioner shall consider all relevant circumstances in determining the eligibility
27	of an individual.
28	* Sec. 5. The uncodified law of the State of Alaska is amended by adding a new section to
29	read:
30	TRANSITION: REGULATIONS. The Department of Fish and Game may adopt
31	regulations necessary to implement the changes made by this Act. The regulations take effect

- 1 under AS 44.62 (Administrative Procedure Act), but not before the effective date of the
- 2 relevant provision of this Act implemented by the regulation.
- 3 * Sec. 6. Section 5 of this Act takes effect immediately under AS 01.10.070(c).
- * Sec. 7. Except as provided in sec. 6 of this Act, this Act takes effect January 1, 2025.

CITY OF CRAIG RESOLUTION NO. 24-05

A RESOLUTION SUPPORTING ALASKA SENATE BILL 171

WHEREAS, Alaska residents rely on the resources of the State consistent with the Constitutional promise that "fish, wildlife, and waters are reserved to the people for common use"; and

WHEREAS, the residents of the City of Craig and Prince of Wales Island rely heavily on the fish, wildlife and the waters of the area for subsistence, personal and commercial uses; and

WHEREAS, the existing definition of residency for the purpose of obtaining a hunting, trapping or sport fishing license is broad and difficult to enforce due to the low threshold for residency; and

WHEREAS, Alaskans who invest in their communities by maintaining residency most of the year should reap the benefit of access to fish and game resources; and

WHEREAS, House Bill 171 aligns the residency requirements for fishing, hunting and trapping with the permanent fund dividend eligibility requirements and will help protect the opportunities for harvest for residents, while still allowing access for those who cannot or do not meet the residency requirements,

NOW, THEREFORE, BE IT RESOLVED that the Craig City Council supports the passage of House Bill 171 by the Alaska State Legislature.

APPROVED this day of I	March 2024	
MAYOR KASEY SMITH	MARY SALAZAR, CITY CLERK	

CITY OF CRAIG MEMORANDUM

To: Craig Mayor and City Council From: Brian Templin, City Administrator

Date: March 12, 2024

RE: Resolution 24-06 Opposing Listing Alaska Chinook Salmon Under the

Endangered Species Act

At the March 7, 2024 council meeting the council directed staff to prepare a resolution opposing current efforts by the Wild Fish Conservancy to list Alaska Chinook Salmon under the Endangered Species Act (ESA).

Attached is resolution 24-06 for the council's consideration. I have worked with Tim O'Connor, who is the vice president of the Alaska Troller's Association on the language for this resolution.

Recommendation: Approve Resolution 24-06.

CITY OF CRAIG RESOLUTION 24-06

A RESOLUTION OPPOSING THE WILD FISH CONSERVANCY'S EFFORTS TO LIST SOUTHEAST ALASKA CHINOOK SALMON AS AN ENDANGERED SPECIES

- **WHEREAS,** commercial fishing is a mainstay of Alaska's economy and the largest private sector employer in the state; and,
- **WHEREAS,** commercial fishing has significant historical and economic significance in Craig; and,
 - WHEREAS, the troll fleet is the second largest commercial fleet in Alaska; and,
- **WHEREAS,** between 2000 2018, the troll fleet land on average 3.02 million pounds of Chinook salmon each year at an average value of \$11.7 million; and,
- **WHEREAS,** approximately 1,450 fishermen earn income from the troll fishery, including skippers, (permit holders) and crew with a total direct, indirect, and labor income estimated at \$28.5 million; and,
- **WHEREAS,** in 2018, the residents of the Prince of Wales-Hyder Census Area (Craig, Klawock, Thorne Bay, Coffman Cove, Hydaburg, Metlakatla, Kake, and other communities) landed 17% of the Alaska resident troll Chinook harvest and 15% of the total troll Chinook harvest value; and,
- **WHEREAS**, in 2021 Craig ranked 30th in the nation for commercial seafood landings (21 million pounds) and 52nd in value (\$22.7 million), out of 137 of the nation's top fishing ports; and,
- **WHEREAS,** commercial salmon trolling is a yar-round contributor to Southeast Alaska and Craig's economy and sustains year-round employment in the fishing, processing, and support sector industries; and,
- **WHEREAS,** including fishing, processing, and all related multiplier effects, the troll fleet has a total economic impact of approximately \$85 million for the whole of Southeast annually, as measured in terms of total output; and,
- **WHEREAS,** the efforts by the Wild Fish Conservancy to list Southeast Alaska Chinook Salmon as endangered under the Endangered Species Act (ESA) threatens to close Alaska's winter and summer troll fisheries; and,
- **WHEREAS**, the Wild Fish Conservancy has pledged to eliminate mixed stock fisheries and eliminate hatcheries; and,

City of Craig Resolution 24-06 Page 2

MAYOR KASEY SMITH

WHEREAS, listing Southeast Alaska Chinook Salmon under the ESA has the potential to impact most other Southeast Fisheries; and,

WHEREAS, listing Southeast Alaska Chinook Salmon under the ESA has the potential to have catastrophic impacts to the economy and quality of life in Craig; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Craig, Alaska strongly opposes listing Southeast Alaska Chinook Salmon under the ESA and urges in the strongest possible terms that:

- 1. NMFS prioritize preparation of the necessary documents and processes to support Alaska's troll fisheries.
- 2. NMFS and the Alaska Department of Fish and Game commit the necessary resources to effectively defend Alaska's fisheries and the troll fishery in particular.
- 3. All necessary available state, federal and private resources be made available to support lawsuit defendants and intervenors through all possible appeals.

BE IT FURTHER RESOLVED the City of Craig, Alaska encourages the State of Alaska to work with Alaska's Department of Law and Congressional delegation to protect Alaska's fisheries from present and future misdirected or malicious lawsuits and actions

This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by a duly constituted quorum of the city council this 21st day
of March, 2024.

MARY SALAZAR, CITY CLERK

CITY OF CRAIG MEMORANDUM

To: Craig Mayor and Council

From: Brian Templin, City Administrator

Date: March 13, 2024

RE: Resolution 24-07, A Resolution Opposing the Request to Rescind the Nonrural

Determination for Ketchikan

In 2023 a request was made to the USDA to rescind the Nonrural Determination for the Ketchikan area. This change in status would make Ketchikan residents eligible for rural hunting and fishing privileges under the federal subsistence rules.

These rules affect a number of hunting and fishing activities used widely by Prince of Wales and Craig residents. Opening Ketchikan to rural subsistence activities would likely greatly increase hunting and fishing under these rules on Prince of Wales by Ketchikan residents.

In October 2023 the mayor testified at a meeting in Klawock that the city opposed this action and the city followed up with formal written comments to the same effect.

At the March 7th council meeting, the council requested a resolution formally opposing the request to rescind the action. That resolution is attached.

Recommendation: Move to approve Resolution 24-07 and direct staff to submit copies to the federal delegation and to the USDA.

CITY OF CRAIG RESOLUTION 24-07

A RESOLUTION OPPOSING A REQUEST TO RESCIND THE NONRURAL DESIGNATION FOR KETCHIKAN, ALASKA

- **WHEREAS,** Prince of Wales Island (including Craig) consists of a number of small, remote, rural communities and four federally recognized tribes with a total population of under 5,000 people; and,
- **WHEREAS,** Prince of Wales Island is not on a road system that connects to any community with more than 2,500 residents; and,
- **WHEREAS,** shipping, grocery, energy, fuel, and other costs of living are very high and there are limited options for purchasing goods; and,
- **WHEREAS,** subsistence hunting, fishing and gathering are used widely on Prince of Wales Island to harvest traditional foods and to counter the high cost of living; and,
- **WHEREAS,** Ketchikan does not have the same rural characteristics as other communities in Alaska that are designated as rural; and,
- **WHEREAS,** Ketchikan Gateway Borough has a population of approximately 13,750 residents according to the 2020 Decennial Census, has access to a major airport and is located on main transportation routes for airline travel, barge shipping, and the Alaska Marine Highway mainline ferries; and,
- **WHEREAS**, the City of Ketchikan is linked to other communities on the road system and has access to retail chain store locations with access to fuel, groceries, and other goods; and,
- WHEREAS, rescinding the non-rural designation for Ketchikan does not appear to be consistent with other rural designations in Alaska and will have a significant detrimental impact on rural subsistence use for communities on Prince of Wales Island; and,
- **NOW, THEREFORE, BE IT RESOLVED** that the City of Craig, Alaska strongly opposes rescinding the current determination of nonrural status for Ketchikan, Alaska.

This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by a duly constituted quorum of the city council this 21st day of March, 2024.

MAYOR KASEY SMITH	MARY SALAZAR, CITY CLERK	_

CITY OF CRAIG MEMORANDUM

To: Craig City Council

From: Brian Templin, City Administrator

Date: March 11, 2024

RE: Resolution 24-04, Amending the Personnel Handbook to include the City

Administrator Evaluation process (Unfinished Business)

At the March 7, 2024 council meeting Resolution 24-04 was introduced to establish section 208-1 in the personnel handbook outlining the process of conducting an evaluation of the city administrator. The language in Resolution 24-22 is identical to the language in the current administrator's employment agreement (except replacing the name of the current administrator with the title "city administrator").

At the March 7th meeting the council expressed that they were looking for a clearer process that what is currently contained in the administrator's employment agreement. The City Administrator provided some draft language and the council moved to postpone the discussion until the March 21st meeting to allow time to review the proposed language.

The proposed language is as follows:

Annual Evaluation Process: The City Council will employ the following annual evaluation process for the City Administrator:

- 1. A performance evaluation may be requested by the Mayor or by majority vote of the city council. The Mayor should schedule at least one evaluation/goal setting session per year.
- 2. Two regular Council meetings before an evaluation, the City Council will be provided the evaluation form(s) approved by the council for the city administrator and appoint the mayor or a council member to serve as "evaluation chairperson" for that specific evaluation.
- 3. The mayor and each City Council Member will fill out the evaluation form(s) individually prior to the next regular council meeting.
- 4. One regular Council meeting before the evaluation, the City Council will meet in Executive Session (without the city administrator present) to discuss the performance and reach consensus regarding final disposition of the evaluation form(s).
- 5. The evaluation chairperson (mayor or designated council member) will compile the final version of the evaluation form(s) and provide a copy to the full Council and the city administrator, not less than seven calendar days prior to the evaluation.
- 6. The annual evaluation will occur at the next regular City

- Council meeting in Executive Session.
- 7. The city administrator shall have an opportunity to respond to or comment on the evaluation in writing and will provide a written response to the mayor for distribution to the council prior to the next regular council meeting. The council may choose to meet with the city administrator in executive session to discuss the response.
- 8. All evaluation forms and the city administrator's response will be considered confidential and will not be released without the express written permission of the employee.

Since there was a motion on the floor at the time to adopt Resolution 24-04 the postponed discussion should pick up where it left off. The motion to approve was made by Chanel, seconded by Michael and was not voted on prior to the issue being postponed. This motion is still on the floor and should be the starting point for additional discussion and action at the March 21st meeting. If the council is inclined to substitute the language above or some other language the council should amend the current motion to substitute the original language with the language shown in this memo. The council may also modify this language or suggest other language prior to the motion to amend.

The council should then continue discussion and proceed to a vote on amendments and the original motion (either as is or as amended). The motion made at the March 7th meeting and currently on the floor is:

"I move to adopt resolution 24-04 Resolution 24-04, Amending the Personnel Handbook to include the City Administrator Evaluation process."

Assuming that the council wants to substitute the language with what is shown in this memo the following motions/actions would be appropriate:

- 1. Move to amend the resolution by substituting the language shown in Resolution 24-04 with the language shown in this memo.
- 2. Discuss and vote on the amendment.
- 3. Continue discussion and vote on the original motion (as amended).

If the council wants to adopt the resolution as presented at the March 7th meeting the following motions/actions would be appropriate:

- 1. Continue discussion on the motion made at the March 7th meeting.
- 2. Make any other amendments the council would like to make.
- 3. Vote on the original motion.

CITY OF CRAIG RESOLUTION NO. 24-04

AMENDING THE CITY OF CRAIG EMPLOYEE HANDBOOK

WHEREAS, the City of Craig Employee Handbook, also known as the Personnel Rules, sets many terms and conditions of employment at the City of Craig; and,

WHEREAS, this resolution modifies the Handbook by adding Section 208.1 "City Administrator Evaluations" to document the process used by the mayor and city council to conduct evaluations of the city administrator.

NOW, THEREFORE BE IT RESOLVED the Craig City Council amends the City of Craig Employee Handbook to add Section 208.1 – City Administrator Employee Evaluation, the text of which is shown below.

208.1 City Administrator Employee Evaluation

Effective Date: 03/07/2024

Revision Date:

- A. The Mayor and individual members of the Council may but are not required to periodically identify their concerns to the city administrator by either informal discussions with the city administrator or by more formal means during Council meetings. The Mayor shall meet with the city administrator at least annually for the purpose of setting Council goals and priorities. The Mayor may but is not required to meet with the city administrator annually to evaluate and assess the performance of the city administrator in meeting or progressing toward the goals of the Council. If the Mayor or Council chooses to evaluate the city administrator, the city administrator is required to fully cooperate with the Mayor and Council in completing that evaluation process.
- B. In the event the Mayor or Council determines that the performance of the city administrator is unsatisfactory in any respect or needs significant improvement in an area, the Mayor may describe these concerns in writing.

APPROVED this day of	PROVED this day of March 2024		
MAYOR KASEY SMITH	MARY SALAZAR, CITY CLERK		

CITY OF CRAIG MEMORANDUM

To: Mayor and City Council

From: Brian Templin, City Administrator

Date: March 11, 2024

RE: Memorandum/Agreement Between the City of Craig and the Craig Tribal

Association (Unfinished Business)

At the February 22, 2024 council meeting the Craig City Council directed staff to draft a memorandum of understanding (MOU) between the city and Craig Tribal Association (CTA) based on the agreement between the City and Borough of Sitka and the Sitka Tribe of Alaska. At that meeting the council did not have any edits to the document. The council asked staff to send the draft to the CTA for comment when it was finished.

Staff drafted an MOU and sent a copy of the draft to the CTA. The CTA responded asking that section C.1.a be removed from the agreement.

The comment from the CTA and the MOU were presented to the council at the March 7, 2024 meeting for discussion and adoption.

A motion was made by Michael and seconded by Josh to approve the MOU. During discussion on the motion there were comments regarding whether or not to keep section C.1.a in the MOU, but the council requested that the mayor meet with CTA to discuss the issue before the council made a decision on the language.

A motion was made/seconded/approved to postpone the item to the March 21, 2024 meeting.

The mayor has met with CTA. Based on a discussion with the mayor, CTA has agreed to let the current draft MOU stand as is.

A copy of the original draft is attached. The current motion on the floor is to adopt the MOU as written. No motion had been made to make any changes to the language at the time the item was postponed. The council will resume discussion at the March 21, 2024 meeting with the motion to adopt already on the floor.

Recommendation: The council should continue to discuss the motion to adopt the draft MOU. If the council wishes to make any changes to the MOU it should do so through the amendment process. Once the discussion and any amendment process is complete, the council should vote on the motion as made at the March 7th meeting.

MEMORANDUM OF UNDERSTANDING between the CITY OF CRAIG and the CRAIG TRIBAL ASSOCIATION

ARTICLE I, PURPOSE.

This Memorandum of Understanding is made and entered into by and between the Craig Tribal Association and the City of Craig to recognize areas of mutual concern and support, establish a framework for cooperative relations and promote government-to-government communication for the benefit of the community of Craig as a whole.

Both the Tribe and the City have responsibilities and interests in the establishment of cooperative relationships that meet the needs of both Tribal and City governments. The Tribe, in managing tribal affairs, has information and resources beneficial to the City. The City, in managing municipal affairs, has information and resources beneficial to the Tribe. It is the desire of both parties to cooperate concerning the legal and political matters inherent in a government-to-government relationship.

ARTICLE II, STATEMENT OF WORK.

In consideration of the above declaration of purpose, the parties agree to the following:

A. THE TRIBE SHALL:

- 1. Make Tribal resources, lands and professional expertise available for the furtherance of cooperative relationships envisioned by this agreement, subject to the applicable tribal and federal laws and regulations, as well as the approval of the Craig Tribal Association Council.
- 2. Cooperate in the planning, implementation and monitoring of project work undertaken pursuant and supplemental to this agreement.
- 3. Assign a Tribal liaison officer who shall be responsible for routine activities between the Tribe and the City.

B. THE CITY SHALL:

- 1. Make Municipal resources, lands and professional expertise available for the furtherance of cooperative relationships envisioned by this agreement, subject to the applicable municipal, state and federal laws, as well as the approval of the Craig City Council.
- 2. Cooperate in the planning, implementation and monitoring of project work undertaken pursuant and supplemental to this agreement.
- 3. Assign a Municipal liaison officer who shall be responsible for routine activities between the City and the Tribe.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD:

- 1. The parties will meet annually to develop guidelines for cooperative relationships and proposals to meet the purpose of this agreement, including, but not limited to:
 - a. Taxes and agreements for payment in lieu of taxes, if any;
 - b. Zoning and development of areas important to the respective governments;

- c. Economic development;
- d. Protection of the environment and customary and traditional hunting, fishing, and gathering;
- e. Educational and social advancement;
- f. Administration of justice and enforcement;
- g. Cultural and historic preservation.
- 2. This agreement in no way restricts the parties from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or projects.
- 3. Nothing in this agreement shall obligate either the Tribe or the City in expenditure for funds, or by future payments of money, in excess of appropriations authorized by law and administratively allocated by the respective governments.
- 4. The Tribe and City agree, at a minimum, that each government will be responsible for its own acts and the results thereof; shall not be responsible for the actions of the other party; and each party agrees it will assume to itself the risk and liability resulting in any manner under the terms of this agreement.

ARTICLE III. TERMS OF AGREEMENT:

A. DURATION OF AGREEMENT

The duration of this agreement is perpetual, until and unless revised or terminated pursuant to the terms of this agreement.

B. REVISION OF AGREEMENT

This agreement may be revised as necessary, by mutual consent of both parties, by issuance of a written amendment, signed and dated by the proper representative of each government.

C. TERMINATION OF AGREEMENT

This agreement may be terminated by either government by providing 30 days' written notice.

ARTICLE IV FFFECTIVE DATE:

ARTICLE IV,	EFFECTIVE DATE:		
In witness of where	of, the Tribe and City have e	executed this agreement on	
Clinton Cook Sr.		Kasey Smith	
Tribal Council Pres	ident	Mayor	
Craig Tribal Associ	ation	City of Craig	

CITY OF CRAIG MEMORANDUM

To: Mayor Kasey Smith and City Council

From: Mary Salazar Date: March 13, 2024

RE: Parliamentary Procedure/Robert's Rules/Council Meeting Training

At the March 7, 2024, council meeting, the council directed staff to look into training options related to parliamentary procedures and Robert's Rule. The council has a number of options to consider:

1. In-Person Training:

• Kacie Paxton, Master Municipal Clerk, from Ketchikan Gateway Borough, has generously offered her expertise to conduct in-person training sessions for us. She is available on May 1-3, 8-10, and 29-31. Alternatively, June dates can be explored if needed. Kacie's only requests coverage for her travel and lodging expenses.

2. Customized Zoom Training:

 Ann Macfarlane, from Jurassic Parliament, has been identified as a potential resource for customized training sessions via Zoom. Attached are training options and pricing information.

3. Jurassic Parliament Zoom Courses:

- In the interim, Jurassic Parliament offers a series of Zoom courses, each priced at \$57 per person:
 - April 11, 2024, 10:00 am 11:15 am: "Great City Council Meetings"
 - April 25, 2024, 10:00 am 11:30 am: "Mastering Motions with Robert's Rules"
 - May 9, 2024, 10:00 am 11:30 am: "Mastering Public Comment and Public Hearings"

Further details and registration information can be found at <u>jurassicparliament.com</u>. Please let me know if you would like to be enrolled in any of these courses.

4. Foraker Group Training:

• The Foraker Group, based in Anchorage, offers Effective Board Meeting training. They are available for in-person sessions at \$260 per hour (plus associated travel expenses), or via Zoom at the same rate. Availability for an instructor ranges from May 6th through the 18th.

Recommendation: I recommend the council move to provide staff with direction regarding a preferred training option as listed above.



Fun and Interactive Hybrid Training in Robert's Rules



Jurassic Parliament is delighted to offer a new model for training in Robert's Rules. You will gather your community together in one room, and Ann Macfarlane will present the material via Zoom. Attendees will learn through doing, reading scripts, making motions, holding table discussions, and putting their questions to Ann.

You will need a suitable space, so everyone can see and hear Ann on the screen, and Ann can hear the questions. Attendees may also participate remotely. This is a great way to build community and have fun, while training everyone in Robert's Rules to better serve your community.

Ann will customize the training for your needs. You choose the length and topics, which may include:

- The correct authority of mayor/chair, members, and staff
- Holding efficient, inclusive, and fair meeting discussion
- Making and amending motions
- Dealing with disorder or difficult people
- The right way to control the meeting
- Common citizen advisory pitfalls
- Managing public comment

Ann Macfarlane is a Professional Registered Parliamentarian who has been training local government bodies for 20 years. Her workshops are dynamic, lively, and fun. Matt Larson, the former mayor of Snoqualmie, Washington, said that "Ann has singlehandedly elevated the level of civic discussion in our area."

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Jurassic Parliament

P.O. Box 77553 Seattle WA 98177 Tel: 206-542-8422 www.jurassicparliament.com

Workshop Fees

In-person workshop at conference or other major event	\$3600
Customized live online workshop for up to 20 people.	
Add fee of \$59/person for up to 40 total participants	
Three hours	\$2000
One-two hours	\$1700
Shorter live online workshops	varies
Recorded workshop—license for entire body to view	varies

Travel costs are additional to the above fees (economy air travel, baggage fees, ground transfers, mileage, tolls and parking, lodging, meals, tips)

Mastering Council Meetings: A guidebook for elected officials and local governments is available from Amazon, \$24.95. The book may be purchased in connection with training for \$10/copy, plus tax and shipping.

January 1, 2024



Fun, Affordable Training in Robert's Rules for Your Elected Officials

At Jurassic Parliament we make Robert's Rules easy to understand and implement through fun, easy-to-digest workshops and courses, and informative blogs and books. Ann Macfarlane, Professional Parliamentarian, is our trainer. Contact us to find the perfect training for your elected officials and staff.

CUSTOMIZED LIVE TRAINING

We offer customized live training on Zoom that will put everyone on the same page. Two hours covers the essentials, while three hours gives ample time to practice making motions and put the learning into practice. Ann will consult with you ahead of time to make sure your specific needs are covered. Cost \$1700 - \$2000 for up to 20 people. Check with Ann for larger groups.

LIVE ZOOM WORKSHOPS

These workshops are offered throughout the year. They run from 90 minutes to 2.5 hours and are lively and dynamic. You may tee up your questions for Ann beforehand, pose your questions through chat, and take part in a breakout group with colleagues. Extensive reference materials and access to a recording included. Cost \$57–\$87. Buy two, get one free offer available.

SELF-PACED ONLINE COURSES

These courses are available 24/7. They run about an hour and consist of a recorded video with extensive reference materials. Cost \$37-\$87. Group discount available.

LICENSE TO VIEW RECORDING

If you want everyone to get the same information at the same time, purchase a license for a one-time showing of one of our courses. You can broadcast to your group in person, or to each individual in their home. Includes the reference materials. Cost \$180 for a license for up to 20 people.

FREE MATERIALS

Visit the shop on our website to download free PDFs covering many aspects of meeting management, targeted towards your needs.

Visit www.jurassicparliament.com or email ann@jurassicparliament.com to learn more and get started on your journey towards better meetings.

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LIVE ZOOM WORKSHOP Great City Council Meetings

Live Zoom Workshop – Great City Council Meetings

\$57.00

Thursday, April 11, 2024

10:00 am to 11:15 am Pacific time

Registration closes Wednesday, the day before workshop, at 5 pm Pacific time

When you are elected to a city, town or village council, you have to find a way to make decisions even when people hold widely differing positions. Surprisingly enough, Robert's Rules provides great tools to achieve this. Learn the guidelines, tips and tools that will assist your council to function well and serve your community. This workshop content applies to special districts, county councils, and other local governments.



Buy two, get one free! See below for our special offer store credits.

Need the information right away?

Take our self-paced course, available online 24/7 at this link.



Categories: All live Zoom workshops, For local governments

Description

Additional information

Reviews (0)

Description



Take advantage of our special offer store credits! Buy a store credit for the cost of two Live Zoom Workshops, You will then have credit in your account to purchase three workshops, You can enroll yourself or colleagues,

BUY SPECIAL OFFER STORE CREDITS HERE

This 75 minute workshop includes break out groups to learn from colleagues and bonuses: recording of the workshop, extensive reference materials, and access to our self-paced online course. We will open the workshop 30 minutes early for casual networking. You can also tee up your questions for Ann at this time.

Your registration is personal to you. If others wish to attend, please register them separately. Because your registration includes access to the recording, refurnts are not provided. Space is limited. Registration closes Wednesday, day before workshop, at 5 pm Pacific time.

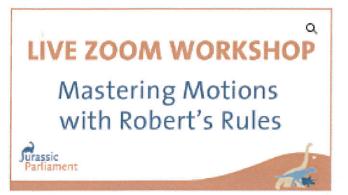
Read more about the workshop here.

Thank you for putting together the City Council Training today. It was informative and well presented, well done! I enjoyed your training because of your presentation and pace. You kept my attention to the very end and made time fly by. I hope to attend more trainings with you in the future. Joseph Hund, City Councilmember, City of Sultan, Washington

View schedule of all live Zoom workshops at this link.

Syllabus

- 1. Introduction
- 2. The most important principle
- 3. Qualities of the chair
- 4. Fair and efficient discussion.
- 5. Techniques
- 6. Agreement of the majority
- 7. Candlusion



Live Zoom Workshop – Mastering Motions with Robert's Rules

\$57.00

Thursday, April 25, 2024 10:00 am to 11:30 am Pacific time

Registration closes Wednesday, the day before workshop, at 5 pm Pacific time

NEW! Motions are key to how organizations that use Robert's Rules of Order take action at meetings. The principles can be grasped easily, and with a little practice, you can become a powerful player at your meetings. Learn how to make motions, second them, amend them, how to table, postpone, or rescind a motion, and how to censure a misbehaving colleague.



Buy two, get one free! See below for our special offer store credits.

Date

April 25, 2024



Clear

1

Add to cart

Categories: All live Zoom workshops, For clerk secretaries, For local governments, For nonprofits, For schools, Learn the basics

Description

Additional information

Reviews (0)

Description



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Your registration is personal to you. If others wish to attend, please register them separately. Because your registration includes access to the recording, refunds are not provided. Space is limited. Registration closes on Wednesday, the day before the workshop, at 5 pm Pacific time.

View schedule of all live Zoom workshops at this link,

Syllabus

- 1. Introduction
- 2. Processing a Main Motion
- 3. Subsidiary motions
- 4. Precedence of motions
- 5. Using motions
- 6. Other considerations
- 7. Conclusion

LIVE ZOOM WORKSHOP

Mastering Public Comment & Public Hearings

Live Zoom Workshop – Mastering Public Comment and Public Hearings

\$57.00

May 9 and November 21, 2024 10:00 am to 11:30 am Pacific time

Registration closes Wednesday, the day before workshop, at 5 pm Pacific time

Do your public comment sessions sometimes get out of hand? In our current world of clashing opinions, it can be a challenge to manage this important aspect of local government meetings. We will present significant guidelines for running effective public comment sessions, including how First Amendment considerations can impact your body's liability.



Categories: All live Zoom workshops, For local governments, For schools

Description

Additional information

Reviews (0)

Description



Take advantage of our special offer store credits! Buy a store credit for the cost of two Live Zoom Workshops. You will then have credit in your account to purchase three workshops. You can enroll yourself or colleagues. BUY SPECIAL OFFER STORE CREDITS HERE

This 90-minute workshop includes break-out groups to learn from colleagues and bonuses: recording of the workshop, extensive reference materials, and a 50% discount coupon for our Wait! Wait! Cheat Sheet. We will open the workshop 30 minutes early for casual networking. You can also bee up your questions for Ann at this time.

Your registration is personal to you. If others wish to attend, please register them separately. Because your registration includes access to the recording, refunds are not provided. Space is limited. Registration closes on Wednesday, the day before the workshop, at 5 pm Pacific time.

View schedule of all live Zoom workshops at this link.

Syllabus

- 1. Introduction
- 2. Public bearings
- 3. Public comment
- 4. Disorder and First Amendment issues
- 5. Community outreach
- 6. Review and conclusion



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EFFECTIVE BOARD MEETINGS

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Do you wonder how your board can use its precious time to better focus on discussion, decisions and mission related education? Do you want to encourage the effective use of ad hoc committees? Do you want to better share information before, during and after each meeting without listening to reports? Do you want to know how to effectively use Robert's Rules without letting the process overtake productive discussion? This class delves into the common challenges in running productive meetings and provides tools for good planning and effective communication. We cover these aspects of board meetings:

- · The components of effective meetings
- · The need to attend to both the "heart" and the "head" of each participant
- · The appropriate use of a consent agenda
- · Ways to effectively reach a decision
- · The role of committees in maximizing "face-time" at a board meeting
- · The key differences between staff and board responsibilities before, during and after a meeting

You will leave this class with an understanding of how you can assure effective meetings that help your organization accomplish its mission.

(Please note, this course does not provide instruction on Robert's Rules of Order)

No scheduled dates for this event. If you would like to schedule this event for your community please contact us.

The Foraker Group, 161 Klevin Street, Suite 101; Anchorage, AK 99508 (907) 743-1200 forakergroup.org © Copyright 2024



City of Craig Memorandum

To: Mayor Smith and City Council

From: Oliver Lewis Date: 3-11-24

RE: State Revolving Fund for Drinking Water

Mayor Smith and City Council Members,

The public works department would like to present information for consideration by City council. At some point in 2022 a questionnaire was submitted to the State revolving fund to replace 5.5 miles of Raw water line between north fork lake dam and the city's water treatment plant. At that time the request for funds was \$2,900,000.00 dollars. The SRF has a scoring system for all Drinking and Clean water projects. The scoring system has a direct effect on funding and loan forgiveness. The replacement of raw water line scored very high. The SRF came back with a priority list for the City of Craig (attached). In August of 2022 the States proposal was to fund all \$2.9m dollars with a loan forgiveness of \$500K. The public works department reached out to the SRF to determine if the funds could be used for more than just construction.

The SRF replied back in writing (attached) stating that these funds could be used for engineering as well as construction. Furthermore, since the project was about to expire other funds had moved around to change the total proposed loan forgiveness to \$1,125,000.00.

The funds available through the State revolving fund were due to expire on February 29th, 2024. Public works requested an extension. The SRF agreed that if the City of Craig were to submit an application for these funds by April 30th that the loan forgiveness could be retained for this project. The total financed would be \$1,775,000.00. This loan could be payed back through capital projects fund and a utility rate increase. This could be the first step in a complete engineering plan for a needed water infrastructure replacement. Annual payments on the \$1.775 million would be about \$107,000 per year for 20 years.

Recommended Motion: Authorize City administrator to submit loan application to the State Revolving Fund before April 30th 2024.

Respectfully

Oliver Lewis

City of Craig Public Works Director



Department of Environmental Conservation

DIVISION OF WATER Technical Assistance and Financing

> 555 Cordova Street Anchorage, Alaska 99501 Main: 907.269.7502 Fax 907.269.7509 dec.alaska.gov

August 1, 2023

Brian Templin, City Administrator City of Craig PO Box 725 Craig AK 99921

Dear Mr. Templin:

The Alaska State Revolving Fund Program's State Fiscal Year 2024 (SFY24) Intended Use Plans for the Alaska Clean Water Fund (ACWF) and the Alaska Drinking Water Fund (ADWF) have been finalized. The complete Project Priority Lists and the Intended Use Plans can be found online at: https://dec.alaska.gov/water/technical-assistance-and-financing/state-revolving-fund/intended-use-plans/. Projects listed for the City of Craig include the following:

Program	Score	Within funding limits	Program Project Name	Loan Request	Proposed Loan Forgiveness
ADWF	106	X	Replace 5.5 miles of Raw Water Main	\$2,900,000	\$1,125,000
ADWF	106	X	SCADA System Upgrade	\$125,000	\$125,000
ADWF	46		Water Plant Contact Chamber Baffles	\$588,200	ter one and an
ADWF	51	X	New Water Source Study	\$100,000	\$75,000
ADWF	40		Water Treatment Plan Capacity Upgrade Design	\$300,000	
ACWF	80	X	Wastewater Treatment Plant Roof Replacement	\$400,000	

In February 2023, loan application forms were submitted for the Wastewater Treatment Plant Roof Replacement and the SCADA System Upgrades. Additional loan application information needs to be submitted in order to complete both of those applications. If you would like to complete those loan applications, please contact the SRF project engineer for your community, Kevin De Michelis, at 907-269-7603.

Loan applications can be submitted at this time for the projects listed above that are within the funding limits. Applications for projects that are not within funding limits will be accepted for ready-to-proceed projects as long as funds are available.

Three of the projects listed above have been identified to potentially receive loan forgiveness. In order to retain eligibility for this loan forgiveness, complete loan applications for these projects must be submitted by February 29, 2024. If applications are not submitted for these projects by the end of February, the loan forgiveness funds may be made available to the next highest ranked eligible project on the SFY24 Project Priority List.

As mentioned in the Intended Use Plan, projects may remain on the Project Priority List for a maximum of two years. These projects will retain the same score originally assigned unless a revised questionnaire is submitted and reviewed. If applications are not submitted within two years from the date that the project questionnaire was submitted, the project will be removed from the list, and a new questionnaire will be required to relist the project.

Oliver Lewis

From: Ulman, Peggy L (DEC) <peggy.ulman@alaska.gov>

Sent: Wednesday, February 28, 2024 1:10 PM

To: Oliver Lewis

Cc: De Michelis, Kevin (DEC); Ha, Young (DEC)

Subject: SRF Program - Raw Water Main Replacement PER

Hi Oliver,

As we discussed on the phone this morning, the City of Craig is planning to move forward with submittal of a loan application to finance the preparation of a Preliminary Engineering Report for the replacement of 5.5 miles of raw water main. In order to retain the loan forgiveness for this project, the submittal deadline was initially set at February 29, 2024. The loan application submittal deadline can be extended to **April 30, 2024**.

If an application for this project is not submitted by April 30, the loan forgiveness may be re-allocated to another project that is ready to move forward.

If you have any questions, please let me know.

Best regards,



Peggy Ulman

State Revolving Fund (SRF) Program Coordinator 555 Cordova Street, Anchorage, AK 99501 907-334-2681

CITY OF CRAIG MEMORANDUM

To: Mayor Kasey Smith and City Council

From: Gretchen Klein Date: March 13, 2024

RE: Approval to apply for Alaska Afterschool Network to recruit an AmeriCorp Volunteer

Goal: The person hired will expand program capacity, increase educational enrichment opportunities for youth, and work to engage more youth in STEM and STEAM. Together the Alaska Afterschool Network and The City of Craig will recruit an individual for 10-20 hours a week for 3 months to 6-month cycles through AmeriCorp to enrich the programs at The City of Craig Youth Center. The Alaska Afterschool Network will do background checks, interview candidates, and provide training to them. The preference is to hire a local candidate, who is interested in a future career in Parks and Recreation and Aquatics Center Management, pursuing a college degree in the field, or a person who wants to get experience before pursuing the college credentials.

The individual will receive a stipend through the Afterschool Network

- i. <u>100 hours over 5 Weeks (22 hrs./week)</u> Cash Stipend = \$1,100.00, Education Award = \$388.03
- ii. <u>300 hours over 10 Weeks</u> (32 hrs./week) Cash Stipend = \$3,300.00, Education Award = \$1,459.26

Obligations of the City of Craig: Host Site: Designate a Site Supervisor (Gretchen Klein) who will support, train, and supervise the AmeriCorps member; Provide Host-Site Orientation to member; and Provide support, guidance, and training throughout the member's service term.

Approve AmeriCorps member timesheets every two weeks. Provide direct supervision to the member while they are performing service hours. Designate an Alternate Site Supervisor to carry out responsibilities listed above when the Site Supervisor is unavailable.

Designate time during programming for the AmeriCorps member to implement OST enrichment activities, including at least two 30-minute STEM activities twice a week. Allow members to engage in professional development opportunities and training, for up to 20% of member service hours. Agree that AmeriCorps member will not supplant any existing staff member. Provide AmeriCorps member with existing staff member. Provide AmeriCorps member with appropriate workspace and supplies, including internet, computer, and printer access if necessary for assigned duties.

Recommendation: I recommend the council move to direct staff to apply for the Alaska Afterschool Network to recruit an AmeriCorp Volunteer.



Alaska Children's Trust



Memorandum of Agreement Between Alaska Afterschool Network and Host Site

The purpose of this agreement is to detail the responsibilities of the Alaska Afterschool Network and <u>Host Organization</u> regarding the selection and supervision of AmeriCorps members between <u>8/14/2022</u> to <u>7/31/2024</u>. The following <u>Host Organization</u> program sites have been selected to host AmeriCorps members: <u>Host Site Names</u>. Each of these sites will be hereinafter referred to as "Host Sites." Each Host Site must have a designated Site Supervisor and Alternate Site Supervisor staff that will oversee the AmeriCorps member during their term of service.

I. The sponsoring Host Site and Alaska Afterschool Network will select AmeriCorps members to conduct program projects for the term of service as outlined in the Member Service Agreement. The Member Service Agreement will outline the member's term of service and will be signed by the Host Site Supervisor, the member, and the Alaska Afterschool Network.

II. The Host Site will:

- 1. Provide the AmeriCorps member with activity supplies needed by the member to implement enrichment activities, as well as office space, office supplies, computer, internet access and clerical support as appropriate for assigned duties.
- 2. Ensure that the member follows all AmeriCorps policies, including prohibited activities as listed below.
- 3. Will provide a local Site Supervisor for the AmeriCorps member who will:
 - a. Attend a Site Supervisor orientation,
 - b. Attend a 3-hour session of the AmeriCorps member's Program Orientation to review program requirements, prohibited activities, timekeeping policy, and develop the AmeriCorps member's schedule and Plan of Service.
 - c. Promptly review, sign, and approve member's timesheets and reports,
 - d. Conduct required performance evaluations, and
 - e. Commit to training, supervising, and meeting with the member at least once per week, or more depending on the need of the AmeriCorps member.
- 4. Provide an Alternate Site Supervisor who will carry out Site Supervisor responsibilities when that individual is unavailable.
- 5. Provide the AmeriCorps member with an on-site orientation.
- 6. Designate time during programming for the AmeriCorps member to implement a 30-minute academic or social-emotional activity with students daily. This programming must include two STEM activities per week with at least one weekly STEM activity focused on engaging girls.

- 7. Assign AmeriCorps member additional duties to support program operations in fulfillment of member service hours. Up to 20% of member service hours can include professional development. (AmeriCorps member may not supplant existing staff member.)
- 8. Host the AmeriCorps Program Specialist or other Alaska Afterschool Network staff for a site visit.
- 9. Allow AmeriCorps members to participate in required Days of Service (9/11 National Day of Service, MLK Day, and Juneteenth) as part of their service hours.
- 10. Provide all required afterschool program participant demographic data to the Alaska Afterschool Network each semester.
- 11. Follow AmeriCorps branding guidelines which specify the following details for communications:
 - a. Always capitalize the A and C without a space between Ameri and Corps, so it reads AmeriCorps.
 - b. When referring to AmeriCorps members, do not capitalize the m in members. It should read AmeriCorps members.
 - c. Never abbreviate AmeriCorps.
 - d. Use AmeriCorps member when referring to an individual serving in a State and National Program.
 - e. Do not use the word "work" but instead use "service" to refer to AmeriCorps member's activities. For example: The AmeriCorps member is serving at the _____ (name of host site). The complete guidelines for AmeriCorps branding can be found at https://americorps.gov/newsroom/communication-resources.
- 12. Make an annual financial contribution of <u>\$0.00</u> to Afterschool AmeriCorps in exchange for hosting an Afterschool AmeriCorps member.

The Site Supervisor/Alternate will:

- 1. Complete an online orientation before the year of service begins.
- 2. Attend a 3-hour session of the AmeriCorps member's Program Orientation to review program requirements, prohibited activities, timekeeping policy, and develop the AmeriCorps member's schedule and Plan of Service.
- 3. Develop an AmeriCorps member Plan of Service with goals and objectives mutually agreed upon by Alaska Afterschool Network, the Host Site, and the AmeriCorps member. The Plan of Service will outline the member's regular schedule, including: regular programming four days per week with youth and implementation of STEM activities for 30 minutes, twice weekly, with one activity per week focused on engaging girls in STEM. The AmeriCorps member will be held accountable for carrying out the Plan of Service.

- 4. Ensure that the activities to which the member is assigned match those outlined in the Member Service Agreement.
- 5. Review and approve the member's timesheet in the online OnCorps Reports system biweekly.
- 6. Complete and turn in the Mid-Year and End of Service Member Evaluations by the deadline provided by Alaska Afterschool Network. Will review them with the member.
- 7. Serve as an on-site supervisor to the AmeriCorps member and assure that the member follows all AmeriCorps policies, including prohibited activities as listed below.
- 8. Document any challenges with the AmeriCorps member and action taken to address the situation.
- 9. Will immediately report any misconduct or policy violation by AmeriCorps member to Alaska Afterschool Network AmeriCorps Program Specialist arises and will work closely with Alaska Afterschool Network AmeriCorps Executive Director for disciplinary actions.
- 10. Acknowledges that Alaska Afterschool Network will have final say in exiting a member.
- 11. Will provide ongoing training, coaching, and guidance to the AmeriCorps member throughout their term of service.
- 12. Will foster community involvement, support, and community ownership of the AmeriCorps Program, provide active support and participation in project activities, and help coordinate youth activities.
- 13. Will maintain open communication with the Alaska Afterschool Network AmeriCorps Program Specialist, including at least monthly conversations.

III. Prohibited Activities:

Prohibited Activities according to CNCS regulation 45 CFR 2520.65. The Site Supervisor and Alternate Site Supervisor agree to ensure that the AmeriCorps member does not participate in any of the activities listed below during service hours:

- (a) Attempting to influence legislation.
- (b) Organizing or engaging in protests, petitions, boycotts, or strikes.
- (c) Assisting, promoting, or deterring union organizing.
- (d) Impairing existing contracts for services or collective bargaining agreements
- (e) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to Federal office or the outcome of an election to a State or local public office.

- (f) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- (g) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of proselytization.
- (h) Providing a direct benefit to any:
 - (1) business organization for profit;
 - (2) labor union;
 - (3) partisan political organization;
 - (4) nonprofit organization that fails to comply with the restrictions contained in section 501 (c) 3 of the Internal Revenue Code of 1986, except that nothing in this paragraph shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5) organization engaged in the religious activities described in (g) above, unless the position is not used to support those religious activities.
- (i) Providing abortion services or referrals for receipts of such services.
- (j) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive.
- (k) Carrying out such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

Ineligibility: No assistance provided under this subtitle may be provided to any organization that has violated a Federal criminal statute.

Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of Nondisplacement (below) are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

Nondisplacement.

- (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- (2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- (4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.

- (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - (i) Will supplant the hiring of employed workers; or
 - (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - (i) Presently employed worker;
 - (ii) Employee who recently resigned or was discharged;
 - (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
- (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
 - (v) Employee who is on strike or who is being locked out.

Fundraising

- (a) AmeriCorps members may raise resources directly in support of your program's service activities.
- (b) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
 - (1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
 - (2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
 - (3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
 - (4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;

- (5) Seeking donations from alumni of the program for specific service projects being performed by current members.
- (c) AmeriCorps members may not:
 - (1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
 - (2) Write a grant application to the Corporation or to any other Federal agency.
 - (3) Spend more than ten percent of his or her service hours performing fundraising activities.

The Host Site Organization agrees to ensure that the prohibited activities listed in Section III. of this agreement are not performed by the AmeriCorps member serving at the host site.

Host Site Representative Initials

IV. <u>Alaska Afterschool Network will:</u>

- 1. Support the AmeriCorps member to fulfill duties as described in the Plan of Service developed by the Host Site, Supervisor(s), Member, and Alaska Afterschool Network.
- 2. Provide travel funds for the AmeriCorps Member to attend in-person training events organized by Alaska Afterschool Network.
- 3. Provide Site Supervisors with online orientation and teleconference for discussion and review.
- 4. Act as a liaison between the Host Site, Supervisor(s) and AmeriCorps member, the Serve Alaska State Service Commission and AmeriCorps.
- 5. Provide technical training for the AmeriCorps members, including training related to engaging school-age youth in positive skill-building activities.
- 6. Provide support to the AmeriCorps member, Supervisor(s) and Host Site through resources, referrals, site visits by the Alaska Afterschool Network.
- 7. Support members with virtual weekly one-on-one meetings with the AmeriCorps Program Specialist to provide coaching and support.
- 8. Review all reports submitted by the AmeriCorps member and Site Supervisor to assure that the member follows all AmeriCorps policies, including prohibited activities.
- 9. Review all timesheets submitted by the AmeriCorps member and approved by the Site Supervisor and approve for biweekly living allowance payments to the member.

10. Manage the AmeriCorps member's payroll, HR, and healthcare benefits if applicable. 11. Conduct a National Service Criminal History Check before the member begins service hours of any kind. This will include a statewide criminal history check for the member's state of residence and state of service, a National Sex Offender Public Website check, and an FBI Fingerprint check. The terms and conditions of this Memorandum of Agreement shall take effect upon execution by the Host Site and Alaska Afterschool Network and will continue in effect until amended or terminated in writing by mutual agreement or upon termination of Alaska Afterschool Network AmeriCorps Program, whichever is sooner. Host Site Representative Title With Signing Authority Name

Date

Title

Date

Signature

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Signature

Alaska Afterschool Network

Representative Name







ALASKA CHILDREN'S TRUST Alaska Afterschool Network AmeriCorps - Summer STEM Coach

Launch rockets, erupt volcanoes, code robots, design roller coasters, study wildlife, and engineer solutions with students this summer with the STEM Coach Internship. Participants will have the chance to engage K-5 students in fun, hands-on STEM (Science, Technology, Engineering and Math) learning and guide students as they develop their creativity, explore technologies, and engage in scientific inquiry. STEM Coaches commit to either a 6-Week or 10-Week term of service as an AmeriCorps member at a summer learning program where they will provide academic enrichment, social emotional learning, and wellness opportunities for school-age youth. For their service, Summer STEM Coaches receive both a cash stipend and an education award, as well as professional development, skills, and experience to advance their careers. Apply following this link: akafterschool.org/americorps/#apply.

Terms of Service:

Summer STEM Coach – 5 Weeks		
Term Length	5 Weeks	
Required Hours of Service	100 hours minimum	
Daily Schedule	5 hour days, 5 days per week	
Cash Stipend	\$1,100.00	
Education Award	\$388.03	
Start Date	May 28, 2024	
End Date	June 28, 2024	

Summer STEM Coach – 10 Weeks		
Term Length	10 Weeks	
Required Hours of Service	300 hours minimum	
Daily Schedule	6-hour days, 5 days per week	
Cash Stipend	\$3,300.00	
Education Award	\$1,459.26	
Start Date	May 28, 2024	
End Date	August 2, 2024	

Program Benefits:

- Cash stipend, distributed bi-weekly.
- AmeriCorps Segal Education Award, to pay educational expenses (college, trainings, and technical school).
- Mental health care and personal coaching from the Member Assistance Program (MAP).
- Opportunity to make a meaningful contribution to students' academic enrichment and wellbeing.
- Strong understanding of diversity, equity, and inclusion in STEM education.
- Training in out-of-school time education and group facilitation strategies.
- Professional development and networking opportunities.

Skills:

- Ability to work as a team member.
- Ability to learn and apply new skills.
- Excellent verbal and written communication skills.
- Commitment to providing equitable services to diverse populations.
- Self-motivated and able to perform duties without direct supervision.
- Willing to travel to in-state meetings and conferences.
- Commitment to community service.
- Ability to lift 25 pounds and prepare program space.

Job Duties:

- Lead hands-on activities with students at a summer learning program four days per week, including at least two 30-minute STEM activities per week.
- Lead hands-on activities with students at the summer learning program, including at least two 30-minute STEM activities per week.
- Expand your knowledge of youth development and STEM education by engaging in ongoing professional development to ensure student success.
- Build positive relationships with students, coworkers, and supervisors.
- Submit timesheets and program data measure student impact.
- Commit to fulfilling required member service hours within your service term.
- Model the AmeriCorps ethic of community service and responsibility and show a commitment to improving the lives of others.

NOTES: Diversity is a core component to the work at the Alaska Children's Trust. We are passionate about building and sustaining an inclusive and equitable environment for all employees. We believe every member on our team enriches our diversity by exposing us to a broad range of ways to understand and engage with the world, identify challenges, and to discover, design and deliver solutions.

Jobs are dynamic, and assignments/priorities may change. It is not intended or implied to be an employment contract but is a communication tool to explain the responsibilities, advertise the job, and identify performance measures and potential training needs. This description does not imply or create a contractual relationship. ACT is an at-will employer.

HOW TO APPLY: Qualified applicants should complete the application and submit an updated résumé using the following link: akafterschool.org/americorps/#apply

CITY OF CRAIG MEMORANDUM

To: Craig City Council

From: Samantha Wilson, City Planner

Date: March 12th, 2024

RE: Streetlight Nominations

In years past, the city budgeted for street lights in Craig to illuminate dark areas of the city. The city typically budgeted enough to do 1-2 lights annually. Increased public interest in illuminating dark areas in Craig have spurred the City Council to budget for new lights and requested the Planning Commission to consider nominations.

During the February 29th Planning Commission meeting, the Planning Commission reviewed approximately six streetlight nominations. Of the nominations, three streetlights were prioritized.

- 1. Ralph James Park near the intersection where the park meets Hamilton Road.
- 2. North Hamilton intersection at harbor where North Hamilton meets Craig-Klawock Highway.
- 3. Tanner Crab Laurie Waterman Ball Park Intersection

Among these locations, a couple other locations were nominated and considered. Intersections, and those areas with higher activity were prioritized.

Due to some previous complaints regarding newly installed streetlights and existing streetlights, properties adjacent to nominated streetlights have been contacted via mail. Light pollution can be disruptive to residences and consideration of public comment should be considered prior the installation of new lights.

<u>Recommendation:</u> Approve funding for one-three streetlights for installation based on the nominations of the Planning Commission and public testimony.



City of Craig Memorandum

To: Mayor Smith and City Council

From: Oliver Lewis Date: 3-12-24

RE: RMC Engineering Contract

Mayor Smith and City Council Members,

The public works department has conducted a bid analysis for all bidders who submitted a proposal for the SCADA upgrade project. The lowest responsive bidder was RMC Engineering Service out of Juneau which fell within our budget. RMC has completed several successful projects at our water treatment plant.

Recommended Motion:

Authorize City administrator to sign a construction contract with RMC Engineering Service for \$99,000.00.

Respectively,

Oliver Lewis

City of Craig Public Works Director