



**City of Saxman
Building and Ordinance Committee
Meeting
September 12, 2023
4:00 PM**

AGENDA

Call to Order

Roll Call

Public Comment

Consideration of the Agenda

Old Business

1. Old School House

Background: Discussion of sub-dividing the Schoolhouse Lot.

2. School House Lease

Background: Discussion and Review of the Old School House Lease. Status on this agenda item provided by the Mayor.

3. VPSO

Background: Discussion on the next steps of the VPSO and review of the MOU. Status on this agenda item from the Mayor.

4. Background: Discussion on the EMS Service Fees. Schedule a day for a Workshop if needed.

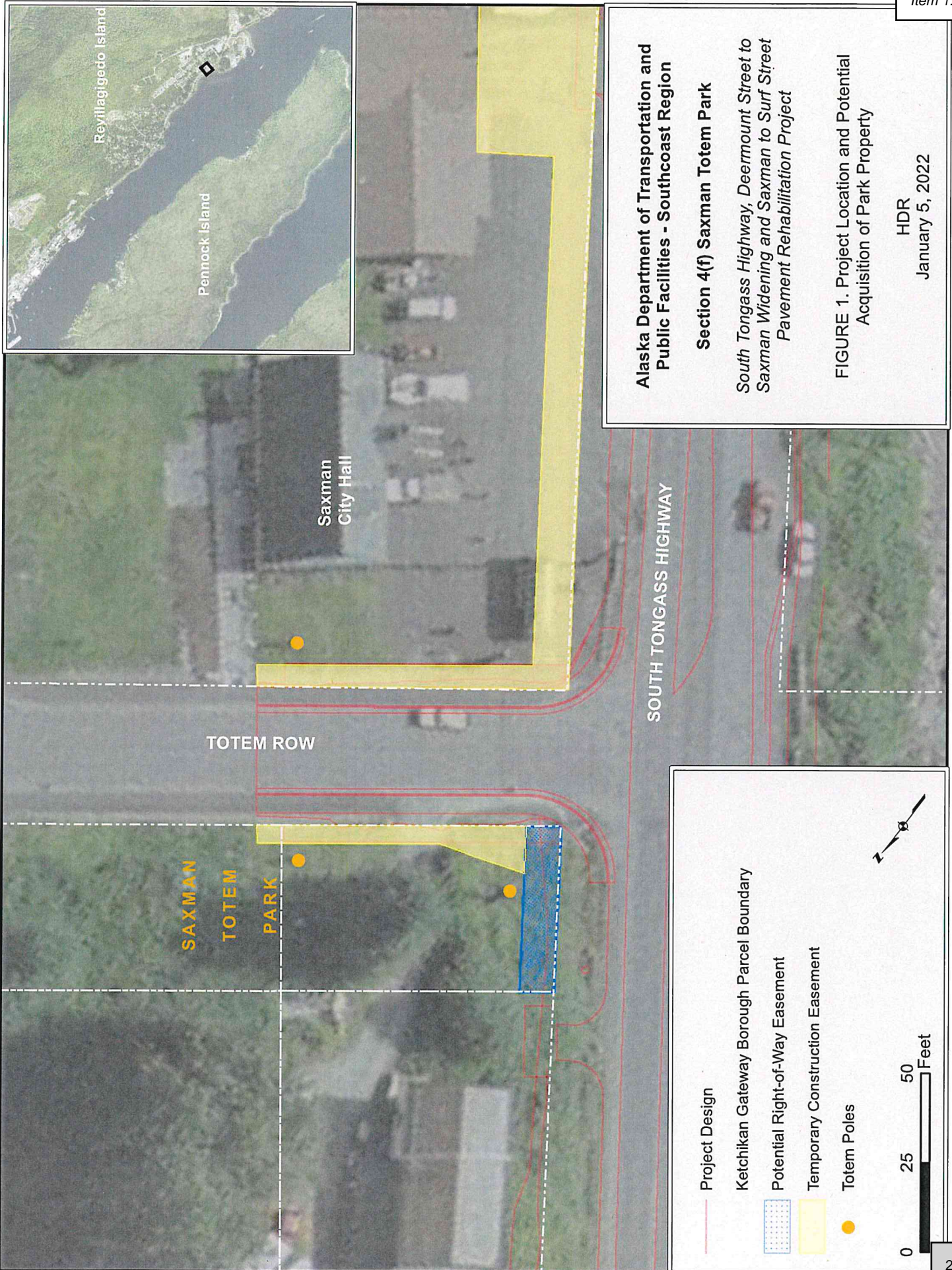
Old Business

5. 2583 Raven Ave - Property Inquiry for Council

Background: The Mayor will present this inquiry to the Council.

Council Comments

Adjournment



Alaska Department of Transportation and Public Facilities - Southcoast Region

Section 4(f) Saxman Totem Park

South Tongass Highway, Deermount Street to Saxman Widening and Saxman to Surf Street Pavement Rehabilitation Project

FIGURE 1. Project Location and Potential Acquisition of Park Property

HDR
January 5, 2022

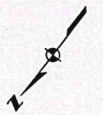
Project Design

Ketchikan Gateway Borough Parcel Boundary

Potential Right-of-Way Easement

Temporary Construction Easement

Totem Poles



Search...



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AA portico.mygisonline.com

SAXMAN OLD SCHOOL HOUSE: LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 17th day of January, 2018, by and between the City of Saxman (hereinafter referred to as "Landlord") and the Organized Village of Saxman (hereinafter referred to as "Tenant").

TERMS AND CONDITIONS:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Saxman, Alaska, such real property having a street address of **2706 Tongass Avenue, Saxman, Alaska** (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of Three years, such term beginning on January 17, 2018, and ending at 11:59 PM on January 17, 2021.
2. **RENT.** The total rent for the term hereof is the sum of **\$ -0-**
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of **\$500.00**, receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
The tenant agrees to pay utility costs and it is understood that there is a set amount funded under the Small Tribes Grant (attach proposal). This amount will be obligated to utility costs but at the end of the year should the operation costs be less than the budgeted amount these funds shall be placed in reserve to cover any maintenance costs that the City deems necessary. At year end, any leftover funds after expenses of utilities was expended, the left over funds would be reserved for maintenance of the facility.
4. **UTILITIES.** Tenant agrees to put all necessary utilities in the Business name such as water, sewer, electricity and oil with the appropriate utility company. **The City agrees to charge the residential rates for Water & Sewer services.** The garbage can either be:
 - a) disposed of by the tenant and their expense
 - b) picked up by the City weekly and

disposed of at \$25.00 per month.

5. **PARKING.** Parking during the months of October through April 15th will be in the front and/or back of the building; during the months of April 16 through the end of September the parking will be designated behind the building only as the tour buses consume the front parking lot during tourism season.
6. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, for public purpose. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
7. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. In addition the tenant shall, in partnership with the landlord complete and agree upon a move-in inspection report, which will outline, in detail, the condition of the premises at the time of initial occupancy.
8. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. If OVS wants to sublease in the future, they need to bring the plan to the committee for consideration and then to council for approval.
9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
10. **PROMPT NOTIFICATION FOR REPAIRS:** Tenant agrees to promptly notify landlord immediately by phone or in person of need for any repairs to the premises. Small problems can become big problems if not attended to immediately and the tenant should make maintenance requests promptly. The City will perform regular maintenance at the cost of the City with exception of damages caused by the ~~Organized Village of Saxman.~~
11. **ILLEGAL ACTIVITY CLAUSE:** The Landlord may terminate this lease for a) Drug-related activity engaged in, on, or near the premises, by tenant or employee b) Criminal activity by a tenant or employee that threatens the health or safety of other persons in the immediate vicinity of the premises.
12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a

dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. **GOOD AND SANITARY CONDITION RULES.** Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- (a) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (b) Not leave windows or doors in an open position during any inclement weather;
 - (c) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the building.
14. **INSPECTION OF PREMISES.** The Landlord shall provide a 24 hour notice during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the building and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. In non-emergency situations, the Landlord will provide at least 24-hour notice to the Tenant prior to any inspection unless under emergency situations.
15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements expected.
16. **ANIMALS AND SMOKING:** No animals or smoking are allowed in the residence.
17. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenants, employees, guests, or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature. The City of Saxman is the owner of the building and agrees to maintain insurance of the building thereof; any insurances required by the tenant shall be the responsibility of the tenant.
18. **PARTNERSHIP.** The Organized Village of Saxman is the Tenant and hereby agrees to seek out grants that will provide maintenance and improvements to the building yet keeping to the requirement of being a historical building; the tenant will perform the duties in preparing and submitting such grants for the building with notice to the landlord. The landlord shall provide letter of supports, information needed, etc. for

grant proposal and timely review and approval of said proposal.

19. **NOTICE.** This lease can be terminated by either party will no less than 90 days written notice by either party. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
City of Saxman
C/O City Administrator
Route 2, Box 1 Saxman
Ketchikan, AK 99901

If to Tenant to:
ORGANIZED VILLAGES OF SAXMAN
RT. 2 BOX 28
KETCHIKAN, AK 99901

As to Landlord this 19th day of March, 2018.

LANDLORD:

Sign: *Leona Haffner* Print: Leona Haffner
Date: _____

As to Tenant, this 1st day of JANUARY, 2018.

TENANT ("Tenant"):

Sign: *Lee Wallace* Print: LEE WALLACE
Date: 1.17.18

TENANT:

Sign: _____ Print: _____
Date: _____

COPY

SAXMAN OLD SCHOOL HOUSE: LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 15th day of October, 2014, by and between the City of Saxman (hereinafter referred to as "Landlord") and the Organized Village of Saxman (hereinafter referred to as "Tenant").

TERMS AND CONDITIONS:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Saxman, Alaska, such real property having a street address of **2706 Tongass Avenue, Saxman, Alaska** (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of Three years, such term beginning on 10-15-14, and ending at 11:59 PM on 10-15-17.
2. **RENT.** The total rent for the term hereof is the sum of \$-0-
3. **DAMAGE DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of \$500.00, receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement.
The tenant agrees to pay utility costs and it is understood that there is a set amount funded under the Small Tribes Grant (attach proposal) . This amount will be obligated to utility costs but at the end of the year should the operation costs be less than the budgeted amount these funds shall be placed in reserve to cover any maintenance costs that the City deems necessary. At year end, any leftover funds after expenses of utilities was expended, the left over funds would be reserved for maintenance of the facility.
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- a) disposed of by the tenant and their expense b) picked up by the City weekly and disposed of at \$25.00 per month.
5. **PARKING.** Parking during the months of October through April 15th will be in the front and/or back of the building; during the months of April 16 through the end of September the parking will be designated behind the building only as the tour buses consume the front parking lot during tourism season.
 6. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant, for public purpose. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
 7. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition. In addition the tenant shall, in partnership with the landlord complete and agree upon a move-in inspection report, which will outline, in detail, the condition of the premises at the time of initial occupancy.
 8. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. If OVS wants to sublease in the future, they need to bring the plan to the committee for consideration and then to council for approval.
 9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
 10. **PROMPT NOTIFICATION FOR REPAIRS:** Tenant agrees to promptly notify landlord immediately by phone or in person of need for any repairs to the premises. Small problems can become big problems if not attended to immediately and the tenant should make maintenance requests promptly. The City will perform regular maintenance at the cost of the City with exception of damages caused by the Organized Village of Saxman.
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12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
13. **GOOD AND SANITARY CONDITION RULES.** Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- (a) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (b) Not leave windows or doors in an open position during any inclement weather;
 - (c) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of the building.
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16. **ANIMALS AND SMOKING:** No animals or smoking are allowed in the residence.
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If to Landlord to:
City of Saxman
C/O City Administrator
Route 2, Box 1 Saxman
Ketchikan, AK 99901

If to Tenant to:

As to Landlord this 15th day of October, 20 14.

LANDLORD:

Sign: *Leona M. Haffner* Print: Leona M. Haffner
Date: 10-15-14

As to Tenant, this 15th day of OCTOBER, 20 14.

TENANT ("Tenant"):

Sign: *Lee Wallace* Print: LEE WALLACE
Date: _____

TENANT:

Sign: _____ Print: _____
Date: _____

SAXMAN OLD SCHOOL HOUSE: LEASE AGREEMENT

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 - (b) Not leave windows or doors in an open position during any inclement weather;
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90 days written notice by either party. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
City of Saxman
C/O City Administrator
Route 2, Box 1 Saxman
Ketchikan, AK 99901

If to Tenant to:

As to Landlord this _____ day of _____, 20_____.
LANDLORD:

Sign: _____ Print: _____
Date: _____

As to Tenant, this _____ day of _____, 20_____.
TENANT ("Tenant"):

Sign: _____ Print: _____
Date: _____

TENANT:

Sign: _____ Print: _____
Date: _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered by and between, the Central Council Tlingit and Haida Indian Tribes of Alaska, Andrew P. Hope Building, 320 West Willoughby Avenue Suite 300 Juneau, Alaska 99801-9983 (“TLINGIT & HAIDA”), and the City of _____, Alaska (“City”).

RECITALS

Whereas,

1. TLINGIT & HAIDA is a federally recognized Indian Tribe, and participates in the State of Alaska’s Village Public Safety Officer (“VPSO”) Program pursuant to a grant from the State of Alaska, Department of Public Safety, authorized by AS 18.85.670 (“the VPSO Grant Agreement”); and
2. City is an Alaska municipality that has requested TLINGIT & HAIDA to provide VPSO services in its community;

Therefore, in consideration of the mutual covenants and agreements contained in this Memorandum of Agreement, it is agreed that:

AGREEMENT

VILLAGE PUBLIC SAFETY OFFICER.

3. TLINGIT & HAIDA will employ Village Public Safety Officers (VPSO) to provide VPSO services in the City in accordance with the terms and conditions of the VPSO Grant Agreement; and
4. The City will encourage and fully support the VPSO’s activities and will encourage and fully support the VPSO’s enforcement of the laws of the State of Alaska and the City’s ordinances.
5. The VPSO will serve as the first level public safety responder in the City, and will provide services appropriate to that role, including law enforcement, fire protection and prevention, water safety, search and rescue, community policing, public safety education, disaster preparedness and coordination services, and probation and parole monitoring, as directed by TLINGIT & HAIDA in accordance with the Grant Agreements.
6. The VPSO shall not supervise or direct the activities of Tribal Police Officers, Village Police Officers, Municipal Police Officers or any other non-VPSO public safety officers.

SUPERVISION AND WORK SCHEDULE.

7. The VPSOs are employees of TLINGIT & HAIDA and subject to the Personnel Policies and Administrative Rules and Procedures of TLINGIT & HAIDA.
8. The scope of the VPSO’s duties shall be defined in writing by TLINGIT & HAIDA after consultation with the City. TLINGIT & HAIDA will provide a copy of the VPSO’s written duties to the CITY and the Department of Public Safety as required by the VPSO Grant Agreement.

9. The VPSO and Coordinator shall determine the VPSO work schedule in consultation with the City and taking into consideration the City’s needs and conditions.

10. The VPSO workday shall not exceed seven and one half (7.5) hours, nor shall the VPSO work week exceed 37.5 hours. The VPSO work week will include two (2) consecutive days off. TLINGIT & HAIDA will only compensate the VPSO for overtime worked in response to situations involving threats to life or property or under other emergency circumstances.

11. The VPSO may be placed by the VPSO Coordinator into state wide trainings or into Temporary Duty Assignments at other locations within the TLINGIT & HAIDA Region, as needed. The City can request that the VPSO not be placed into Temporary Duty Assignments, but the decision of the VPSO Coordinator will be final.

FIREARMS POLICY.

12. In accordance with the VPSO Grant Agreement, the VPSO will not, except in the case of an emergency, carry a firearm.

OFFICE SPACE.

13. The City agrees to provide safe, sanitary, and secure office space. The City also agrees to provide the equipment and supplies suitable and necessary to enable the VPSO to perform his or her duties. The City also agrees to provide all utility services for the VPSO offices including phone and fax.

RESIDENTIAL LIVING QUARTERS.

14. If The City requires the VPSO to live within The City, The City agrees to provide a housing stipend to the VPSO equal to 50% of the actual fair market value of the housing unit provided. If the City owns the VPSO housing, an adjustment to the rental rate equaling 50% of actual fair market value will qualify as the housing stipend and the City will include water, sewer and garbage services. Residential electricity, propane, and other utility expenses will be the responsibility of the VPSO individually. The housing stipend will be re-negotiated between the city, the VPSO and the VPSO Coordinator as needed. If The City does not require the VPSO to live in the City, then no housing stipend or adjustment is required.

VPSO VEHICLE.

15. The VPSO shall be the only person authorized to operate the VPSO public safety vehicle. The vehicle will be kept by the VPSO at the VPSO’s place of residence to enable prompt emergency responses.

16. The City shall be responsible, at all times, for maintaining, repairing, and keeping in good working order the VPSO vehicle and for providing fuel, oil and other products for the vehicle as needed.

NO WAIVER OF SOVEREIGN IMMUNITY.

17. Nothing in this agreement or the VPSO Grant Agreement is intended, or shall be construed, whether expressly or by implication, as a waiver of TLINGIT & HAIDA’s sovereign immunity.

TERMINATION OF AGREEMENT.

18. TLINGIT & HAIDA or the City may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the other. If this Agreement is terminated, each party shall only be required to pay for their own expenses that were incurred prior to the effective date of termination.

ENTIRE AGREEMENT AND AMENDMENTS.

19. This agreement is the entire agreement between TLINGIT & HAIDA and the City. Oral changes are not valid. This agreement can only be changed by a written amendment signed by both parties.

DISPUTE RESOLUTION

20. The parties involved agree to meet, discuss, and seek amicable resolution of any dispute over the content, interpretation, or performance of this Agreement.

21. Any complaints/concerns that are brought forward warrant a written response, not including confidential information.

22. In the event a dispute cannot be resolved through discussions between the parties, the dispute will be placed before a resolution board composed of three individuals who are members of TLINGIT & HAIDA’s Member Tribes. One individual shall be chosen by TLINGIT & HAIDA, one shall be chosen by the City and one shall be selected by the other two. The parties agree to follow the decision of the resolution board.

CITY OF _____

_____ Date: _____, 2023

By:
It’s Authorized Officer

CENTRAL COUNCIL TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

_____ Date: _____, 2023

By:
Its Authorized Officer