



**City of Saxman
Building and Ordinance Committee
Meeting
February 12, 2025
5:30 PM**

AGENDA

Call to Order

Roll Call

Roll Call

Public Comment

Consideration of the Agenda

Old Business

Old Business

1. Tideland Leases

Background: governs leases for tidelands and submerged lands which have been, or which will hereafter be conveyed by the state of Alaska to the pursuant to AS 38.05.830.

2. Building Rental Rates

Background: Review and update building, table and chair rental rates.

3. Youth and Elders Committee

Background:

The City of Saxman recognizes the value of intergenerational connections and the importance of preserving and passing down cultural knowledge, history, and traditions. The formation of a **Youth and Elders Committee** will serve as a platform for elders to share their wisdom, language, and traditional practices with the younger generation while also allowing youth to contribute their perspectives, energy, and innovative ideas.

This committee will aim to:

The committee's structure, membership criteria, and objectives will be outlined, with a focus on inclusivity, cultural enrichment, and community development. A motion for approval will be presented to establish the committee and determine the next steps for implementation.

4. Housing Committee

Background:

The establishment of a Housing Committee is a proactive step in addressing housing challenges and opportunities within the City of Saxman. With increasing concerns regarding housing availability, affordability, and quality, this committee would serve as an advisory body to assess current housing conditions, identify needs, and recommend strategies to improve housing options for residents.

The committee's responsibilities may include:

The formation of the Housing Committee aligns with Saxman's strategic goals to support sustainable community growth and improve the overall quality of life for its residents. The council will discuss the composition, objectives, and scope of work for the committee, as well as potential members who can contribute expertise and insights to housing-related matters.

Council Comments

Adjournment

Chapter 3.16 TIDELAND LEASES

Sections:

3.16.010 Scope.

3.16.020 Exemption from competitive bidding requirements.

3.16.030 Applications.

3.16.040 Lease terms.

3.16.050 Renewals, assignments, extensions, and amendments of leases assigned by the state of Alaska.

3.16.010 Scope.

This chapter governs leases for tidelands and submerged lands which have been or which will hereafter be conveyed by the state of Alaska to the city pursuant to AS [38.05.830](#). Tidelands include land that is periodically covered by tidal waters between the elevation of mean high water and mean low water. Submerged land includes land covered by tidal waters and extending seaward from the line of mean low water. This chapter shall not apply to leases or permits issued under KMC Titles [13](#) and [14](#) or to public improvements or public utilities placed by the city on tidelands or submerged lands. KMC [3.16.030](#) and [3.16.040](#) shall not apply to leases which have been assigned by the state of Alaska to the city except that the city council may apply some or all of the requirements of this chapter to the re-leasing of these assigned leases after their termination. The city shall not grant anyone a right to occupy or use tidelands or submerged lands for a period of more than 60 days without a lease. (Ord. 1552 § 1, 2006; Ord. 1491 § 2, 2004)

3.16.020 Exemption from competitive bidding requirements.

Leases awarded pursuant to this chapter are exempt from the requirements of Sections 5-16 and 5-17 of the City Charter and from any other requirements relating to leases of city land. (Ord. 1491 § 2, 2004)

3.16.030 Applications.

A person seeking a lease for tidelands or submerged lands shall file an application with the manager's office. A nonrefundable processing fee of \$500.00 shall be paid to the city at the time of filing.

(a) Development Plan. The manager shall require the applicant to submit a development plan that includes and is consistent with plans required by other agencies involved in the development process. The development plan shall include:

- (1) A description of the proposed use for the tidelands, submerged land, and adjacent uplands;
- (2) A description of the improvements which will be placed on the tidelands, submerged land, and adjacent uplands;
- (3) The dates by which construction will begin and will be completed;

- (4) The estimated cost of the improvements which will be placed on the tidelands, submerged lands, and adjacent uplands;
- (5) A description of the effects that the proposed use of the tidelands, submerged lands, and adjacent uplands will have on public streets, public facilities, public services, public utilities, traffic, and parking. The description shall include a plan for mitigating adverse effects on streets, public facilities, public services, public utilities, traffic congestion, and parking, and a plan for paying the costs thereof;
- (6) A proposed rent; and
- (7) The names and addresses of the owners, officers, and proposed managers.

The development plan shall describe how the applicant will fulfill the terms of any permits or approvals required by the Ketchikan Gateway Borough. The applicant shall provide such additional information, including designs and specifications, as the manager may request. After notifying the applicant, the manager may, at the applicant's additional cost, obtain such surveys, title reports, appraisals, feasibility studies, traffic studies, impact studies, and other studies as the manager determines to be useful in evaluating the application. The manager may require the applicant to amend its development.

(b) Notice of Publication. The manager will cause a notice of tidelands lease application to be published once each week for two consecutive weeks with the last publication to occur not less than one week before final action to approve or reject the lease. The notice shall identify the applicant, the location of the proposed lease, the proposed rent, and the proposed use. The notice shall state that any other persons interested in a lease for the area should file an application with the manager within one week of the final publication of the notice. The notice shall also state that anyone wishing to protest the lease must file a written protest with the manager not later than one week after the final publication of the notice. Such protest shall be in writing and shall state all reasons for the protest. Failure to timely protest as required by this subsection shall constitute a waiver of any right to lease or use the location and shall waive any right to contest the awarding of the lease. The manager shall endeavor to mail notice to the owner, as shown on the borough tax rolls, of upland property within a radius of 300 feet of the shore side boundary of the tidelands or submerged lands to be leased. Such notice will not be sent to the applicant if the applicant is the owner of some of the upland property. No sooner than one week after the last publication of the notice of application for lease, the city manager shall submit to the council a report and recommendation on each application timely received by the city. No lease shall be approved by the council until at least one week after the last publication of the notice of application for lease and until the manager's report has been submitted to the council. (Ord. 1491 § 2, 2004)

3.16.040 Lease terms.

All leases issued under this chapter shall contain the following minimum terms and conditions:

(a) Rent. Unless the lessee is a federal, state, or local government agency or a nonprofit organization, the annual rent shall be based upon two and one-half percent of the current real property value of the leased premises before any improvements were installed, constructed or developed. For purposes of this chapter, "real property value" means that value specified by the council for certain real property or those certain real property rights that the council deems representative of current market conditions. This determination shall be based upon independent appraisals, current assessed values, or any other information that the council deems relevant and reliable.

(b) Term. The term of the lease shall not exceed 55 years. In determining the term, the council shall consider:

- (1) The desirability of the proposed use to the city;
- (2) The proposed investment in improvements;
- (3) The durability of such improvements; and
- (4) The time needed to amortize the proposed investment.

The council shall be the sole judge of the weight, if any, to be given to any of the above considerations. The council's conclusions shall be final. For purposes of this chapter, the term of any lease shall be calculated by including all renewal periods provided by the lease. Any lease with a term exceeding five years shall allow the city to adjust the rent every five years based upon two and one-half percent of the current real property value of the leased premises before any improvements were installed, constructed or developed. The lease shall provide for early termination if the lessee violates the terms of the lease and fails to cure the violation within such time as may be provided for in the lease.

(c) Patent Conditions. The lease shall be subject to the terms and conditions of the patent or deed from the state of Alaska, and subject to any littoral rights and any rights of the public under the Public Trust Doctrine.

(d) Insurance and Indemnification. The lessee shall provide and maintain comprehensive general liability insurance with the city as an also insured in an amount to be determined by the manager. The lessee shall indemnify, defend, and hold harmless the city, its agents, insurers, officers, and employees from all claims, damages, fines, forfeitures, losses, injuries, or deaths arising from or related to the lease or the use of the tidelands or submerged lands. In particular, the lessee shall indemnify, defend, and hold harmless the city, its agents, insurers, officers, and employees from any such claims, damages, losses, or injuries relating to navigational rights, littoral rights, or rights to access or use tidelands or submerged lands.

(e) No Warranties of Title or Condition. The lease shall state that the city makes no warranties or representations as to its title or as to the suitability or condition of the leased premises for its intended use or any other use.

(f) Development Plan. The lease shall restrict the use of the tidelands and submerged lands to those uses described in the development plan and shall obligate the lessee to fulfill its obligations under the development plan in a timely manner.

(g) Removal or Reversion of Improvements upon Termination. The lease shall provide that within a negotiated period of time from the date the lease terminates all improvements, fill, or other alterations to the tidelands and submerged lands will be removed in a legally approved manner by the lessee at its cost. At the termination of the lease the tidelands and submerged lands will be restored to their condition prior to the lease. Alternatively, the lessee, with the concurrence of the city, may provide for the improvements to revert to and become the sole property of the city at no cost to the city.

(h) Lessee to Obtain All Other Permits and Approvals. The lease shall require the lessee to obtain at its expense all other permits and approvals required by law. The manager may require that the lessee obtain all such permits and approvals prior to the effective date of the tidelands or submerged lands lease and may set a deadline for obtaining such permits and approvals.

(i) Assignment and Subleases. The rights of lessees may not be assigned unless the assignment is first approved by the council and the assignee agrees to all terms and conditions of the lease. No lessee may sublease any tidelands or submerged lands without the approval of the city council. Subleases shall be in writing and shall be subject to all terms and conditions of the tidelands lease.

(j) Payment of Property Tax. The payment of property tax shall be as a leasehold tax. Lessee shall pay all such taxes subject to such rights of appeal as are provided by law.

(k) Other Terms and Conditions. The lease shall contain such other terms and conditions as the manager may determine. The terms and conditions described in this section do not prohibit the council from imposing greater restrictions or obligations on any lessee.

(l) Upland Property Owner Preference. Upland property owners shall be granted a preference for leasing submerged lands adjacent to their property for any private development of the tidelands.

The council will approve or reject the negotiated lease. No rights to lease or use tidelands or submerged lands may arise until the council approves a final written lease. Nothing in this chapter requires the council to accept any lease. (Ord. 1938 § 1, 2021; Ord. 1491 § 2, 2004)

3.16.050 Renewals, assignments, extensions, and amendments of leases assigned by the state of Alaska.

Any lease of tidelands or submerged lands entered into by the state of Alaska and subsequently assigned to the city may be renewed, assigned, extended, and/or amended by motion adopted by the council. (Ord. 1552 § 2, 2006)

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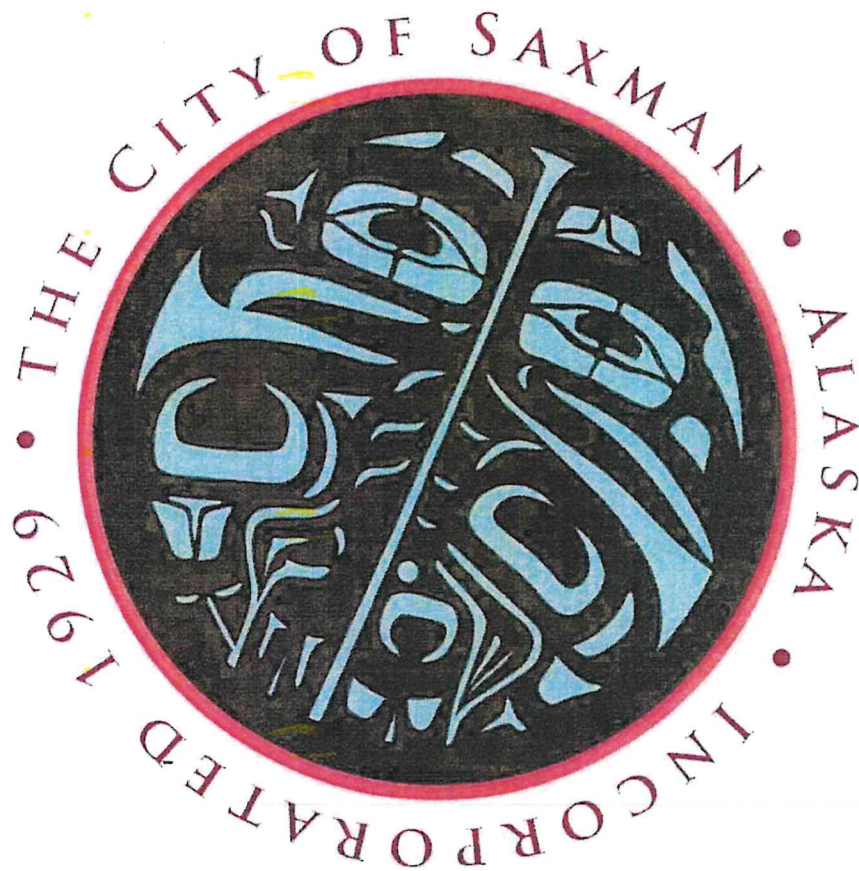
The Ketchikan Municipal Code is current through Ordinance 1995, passed November 21, 2024.

Disclaimer: The City Clerk's Office has the official version of the Ketchikan Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.ktn-ak.us/>

City Telephone: (907) 228-5658

Codification services provided by [General Code](#)



Saxman Community Center Rental Packet

Saxman Community Center

Saxman Community Center
Rental Agreement
Phone (907) 225-4166 ext. 1

Organization Name: _____

Non-Profit, Tax-Exempt Number: _____

Name of Representative: _____

Mailing Address: _____

Daytime Phone: _____ Evening Phone: _____

Nature of Function: _____

Date Requested: _____ Alternative Date: _____

Time Requested (Including Set-Up and Clean Up: _____

Number of People Attending: _____

Equipment Requested:

Is this rental request for Celebration of Life?: Y/N

IF so you must contact the Saxman City Hall prior to filling out this application. There is an additional form that must be filled out.

<i>Room(s) Requested</i>	
<i>Check All That Apply</i>	
❖ Theater & Upstairs Lobby	<input type="checkbox"/>
❖ Upstairs Lobby	<input type="checkbox"/>
❖ Gymnasium	<input type="checkbox"/>
❖ Lower Lobby	<input type="checkbox"/>
❖ Kitchen	<input type="checkbox"/>
❖ Celebration of Life (Theater & Upstairs Lobby ONLY) Kitchen use upon special request!	<input type="checkbox"/>

Saxman Community Center

Facility Use	Hourly Rate	Daily Rate (Over 4 Hours)
Entire Facility	N/A	\$1,325.00
Gymnasium	\$35.00	N/A
Gymnasium for Tournament/Event	N/A	\$550.00
Upstairs Lobby (ONLY)	\$25.00	N/A
Theater (includes upstairs lobby & stage)	\$80.00	\$300.00
Kitchen (includes downstairs lobby)	\$35.00	\$125.00
Kitchen (ONLY)	\$35.00	\$100.00

Deposit

\$100.00 - Under 100 guests (for one area)

\$150.00 - More than 100 guests (for one area)

For each additional area rented the deposit will increase by **\$75.00**.

\$350.00 – Entire Facility

Set-Up & Take Down Fee

\$180.00 – One Time Charge

*Applicants Must Attach a Description of Set-Up Style Requested

Any special requests must be approved by the City of Saxman Staff. Rentals are not guaranteed until approved. Deposits may not be paid until confirmation. If there are any questions or concerns, please contact the Deputy Clerk at (907) 225-4166 ext. 1

Rental Fee Calculation

Name: _____ Rental Date: _____
Tax Exempt Number (submit a copy of document): _____

This worksheet must be completed before a rental agreement can be signed by either party.

Facilities Requested:

_____ at \$ _____ per hour *or*
_____ at \$ _____ per daily rate.

Number of Hours _____ = \$ _____

_____ at \$ _____ per hour *or*
_____ at \$ _____ per daily rate.

Number of Hours _____ = \$ _____

Other Fees (If applicable):

- Rental Monitor (Staffing)
 - \$15 x Number of Hours _____ = \$ _____ \$ _____
- Set-Up & Take Down
 - Flat Rate of \$180 (One Time Charge) \$ _____
- Additional Equipment Rental Fees:

_____ \$ _____

Subtotal	\$ _____
Taxes (6.5%)	\$ _____
Subtotal	\$ _____
Deposit	\$ _____

Deposit Rates:

- \$100.00 – Under 100 Guests
- \$150.00 – Over 100 Guests
- \$350.00 – Entire Facility

**Deposit must be paid in advance to rental date and will be held until after the rental.
Refund of the deposit paid will be based off the checklist attached in the back of this packet.*

Grand Total \$ _____

Additional Fees may be incurred for cancellations, changes in rental times, lost keys, and additional cleaning/repairs that may exceed the security deposit.

Rental Guidelines

Thank you for choosing Saxman Community Center for your upcoming rental. We will assist you in any way to make your event enjoyable for you and your guests. In order to ensure that you and future renters receive the best experience, we do ask that you abide by the following guidelines as a part of your rental agreement.

The Following Guidelines apply to *all* rentals:

- Rental Fees are due at the time of the reservation. Reservation must be reserved and paid by the included rate chart.
- Deposits will be held with no refund for the following violations:
 - Building not locked up or cleaned after the event.
 - A \$50.00 fee will be charged for lost keys.
- Keys need to be returned the next business day before noon unless authorized by City of Saxman personnel.
- Set-Up and Take Down must be included in the rental cost (any tables and chairs moved). We are unable to open the building prior to or later than the hours agreed upon on the rental contract.
- The rental only includes the use of the room and the bathroom facilities. Guests are not permitted to use additional services of the building unless authorized.
- Catering or DJ equipment must be delivered on the day of the event and removed at the conclusion of the event. Please inform City of Saxman personnel in advance when equipment will be delivered to the Saxman Community Center. A small freezer and refrigerator space is available.
- The renter will be responsible for wiping tables, cleaning spills and trash on the floor, depositing trash in provided containers, and taking trash to the designated area.
- The rental group will be responsible for their guest parking requirements when the existing parking lot is not sufficient. The group is also responsible for arranging for additional parking.

Saxman Community Center Inspection Checklist

Staff must check list prior to returning the security deposit

Name: _____ Date: _____

First Floor Lobby	Yes	No
Has all the trash been collected?		
Are all of the tables and chairs put away?		
Is there any damage to property?		
Is the carpet clean and vacuumed?		
Were the doors shut and locked?		
Kitchen		
Has the trash been collected and taken out?		
Have all the counter tops been cleaned?		
Has the range and grill been cleaned?		
Have the pots and pans been cleaned and stored?		
Have the floors been swept and mopped?		
Restrooms		
Has all the trash been collected?		
Have the floors been swept?		
Have the counters and sinks been cleaned?		
Have the toilets and urinals been cleaned?		
Gym		
Has the basketball court been swept?		
Have all the basketballs and volleyballs been stored?		
Have all the Gym doors been locked?		
Lobbies		
Has all the trash been collected?		
Are all of the tables and chairs put away?		
Is the carpet clean and vacuumed?		
Were the doors and windows shut and locked?		
Theater		
Has all the trash been collected?		
Are all of the tables and chairs put away?		
Have the floors been swept?		
Were the doors and windows shut and locked?		
Has the walking track been swept and mopped?		
Were the doors and windows in the walking track shut and locked?		

- Alcoholic beverages are prohibited.
- Smoking is not permitted inside the building.
- Pets are not permitted inside the building unless authorized.
- Rice, confetti, birdseed, and glitter are not permitted. We also ask that you refrain from serving red juices or punch at your function.
- The renter will be responsible for any rules violated or acts committed by members/guests while in the building or on the grounds.
- The renter will be responsible for damages to the property or building during use. If damaged is incurred to the building, equipment or fixtures while renting the space, the renter will be invoiced for the full cost of the repair. We reserve the right to keep the security deposit and/or deny any future rentals when the renter chooses not to follow policy.
- For **renters that have the building fee's waived (Celebration of Life)**, you will be responsible for all paper products for the kitchen and bathrooms along with any cleaning supplies. You will also be responsible for disposing of your own garbage (taking to the landfill).

The user shall be fully responsible for and shall indemnify and hold the City of Saxman harmless from any damage to objects or property belonging to the City of Saxman Community Center and for any personal injury incurred during or as a result of such use. The user is responsible for obtaining all permits and licenses necessary for the proposed activities. The user also agrees to abide by the above guidelines and by the scheduled hours of use. The City of Saxman Community Center will not assume responsibility for personal items brought into and left in the facility by the user, guest, or subcontractor.

By signed my name below, I signify the information presented above has been explained to me and I have received an agreement policy stating the guidelines and conditions the Saxman Community Center holds renters to, and those expectations of which I seek. I understand that to receive the security deposit back all items outlined the agreement policy and contract must be met; and if they are not, the entire deposit amount will be retained by the City of Saxman.

Renter Signature

Date

City of Saxman Employee Signature

Date

Saxman Community Center



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Ketchikan, Alaska 99901
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Fax: (907) 225-6450
Email: dclerksaxman@kpunet.net