

Monday, December 8, 2008

## MEMORANDUM

To: Sawmill Cove Industrial Park Board of Directors (SCIP Board)  
From: Garry White, Director  
Subject: Sitka Trail Works – Temporary Storage of Construction Materials

### Background

The SCIP Director and CBS Public Works department have been working together to clean up the Sawmill Cove Industrial Park (SCIP). A pile of lumber at the park has been determined to belong to Sitka Trails Works. From researching the past history of the lumber in regards to its location at the SCIP it was determined that the SCIP Board approved short term storage of the lumber at their August 16, 2005. Please see attached memo. Per the memo, the approval to store the lumber expired 12/31/05.

The lumber in question is scheduled to be used for the proposed trail from Herring Cove to Beaver Lake Trail. The contract for construction of this trail has been awarded to a group called Oregon Woods. Construction of the trail is scheduled to begin this spring as soon as the snow has melted from the area.

### Lease Area and Fee

The lumber pile occupies a portion of Lot 3, encompassing approximately 1,500 SF.

The CBS assessor's office is working on getting the Board updated market values for properties in SCIP. A 02/2006 appraisal for Lot 5 gave a value of \$4/SF for the uplands associated with the Lot. Lot 3 has some similar characteristics of Lot 5.

Therefore, using a 9% return on the asset:

$1,500 \text{ SF} \times \$4.00/\text{SF} = \$6,000 \times 9\% = \$540 / 12 \text{ months} = \$45 \text{ per month leases rate.}$

Estimate cost for CBS billing expense = \$7/month

Based off above factors, the estimated market lease rate for the property would be \$52/month.

### Action Item

1. Development of a short term lease.



Wednesday, August 17, 2005

MEMORANDUM

To: Lynne McGowan, Parks Director  
From: Hugh Bevan, *HB*  
Subject: Sawmill Cove Industrial Park  
Temporary Storage of Construction Materials

At their August 16, 2005 meeting the SMC Board approved the temporary storage of construction materials at the SMC site for the purpose of construction of the Thimbleberry to Hart Lake trail.

The conditions are:

1. Users must abide by the Memorandum of Agreement between the City and Borough and the State of Alaska.
2. Rent is no-charge for 10,000 square feet
3. The site must be vacated and cleaned up to the satisfaction of Warren Lee by December 31, 2005.
4. Users must have at least \$1,000,000 liability insurance with CBS listed as an additional insured.
5. Petroleum storage is not allowed.
6. Vehicle and heavy equipment storage is not allowed.
7. Users are responsible for the security of their materials
8. Access will be via the north gate only.

C: Warren Lee, Rich Riggs

**Implementation  
Memorandum of Understanding  
3/31/03 Between  
City and Borough of Sitka,  
Sitka Tribe of Alaska,  
Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation,  
USDA Forest Service, Sitka Ranger District,  
National Park Service, and  
Sitka Trail Works, Inc.**

**To: Create a process of interagency cooperation to complete the projects listed in the Sitka Area Trail Plan.**

**Article 1 – Background and Objectives**

This Memorandum of Understanding (MOU) is entered into by the City and Borough of Sitka, the Sitka Tribe of Alaska, Federal and State agencies, and Sitka Trail Works, Inc., a non-profit organization, henceforth referred to as the “Trail Plan Partners” or, “The partners”. The purpose of this understanding is to guide and to define the working relationship between these organizations with respect to the implementation and execution of the Sitka Area Trail Plan.

This MOU defines a process of interagency cooperation that will be utilized to achieve the planning, funding, construction, reconstruction and maintenance of a system of trails that passes through the full range of Southeast Alaskan habitats and terrain as set forth in the Sitka Area Trail Plan. (published 2003).

To the extent practicable these trails are to be constructed and maintained to a standard that will accommodate current and anticipated levels of use, within the defined timeframe, without incurring escalating damage to the natural environment.

This process is intended to foster cooperation and communication on a number of issues necessary to achieve the goals of the plan. These issues include, but are not limited to, trail maintenance, trail funding and protection of cultural heritage sites.

The Antiquities Act, the Archeological Resource Protection Act, the National Historic Preservation Act, the Native American Graves Protection Act, the Alaska Historic Preservation Plan, Alaska State Statutes AS 9.25.120 and State regulations 11 AAC 16.010, all set forth policies for the protection of cultural heritage sites. The trail plan partners will adopt procedures to conform to these policies as they develop methods and means to implement the projects listed in the Trail plan.

This Memorandum of Understanding is a supplement to the Cooperative Agreement 1443CA9910000074 between Sitka Trail Works, Inc. and the National Park Service.

Authority for this memorandum of understanding is authorized by Sections 2, 8, and 11 of the National Trails System Act and by Section 2 of the Outdoor Recreation Act of 1963. "...To cooperate with, and provide technical assistance to, state and local agencies, including non-profit organizations, with respect to conservation and trails programs."

**Article 2 – The Trail Plan Partners agree to the following:**

- A. Interagency Cooperation Meetings** - The partners agree to meet as often as necessary to ensure adequate communication and coordination of effort in order to achieve the goals of the Sitka Area Trail Plan.
- 1.) A minimum of four (4) meetings per year will be held but more may be scheduled, if desired by the parties.
  - 2.) Sitka Trail Works, Inc. agrees to coordinate the meetings, to keep partners informed of meeting dates, to distribute a draft meeting agenda at least 10 days prior to the meeting date, to distribute meeting notes and decisions within one month of the meeting date, and to otherwise facilitate this process as required.
  - 3.) Each agency will send at least one representative to each meeting. Representatives from four out of six partners are required in order to hold a meeting.
  - 4.) Teleconference participation is acceptable.
- B. Commitment to share expertise** – The partners agree to share resources, including but not limited to, personnel and equipment, and to assist one another in the planning, design and implementation of trail construction projects, the extent of which is to be determined by the partners on a case by case basis.
- C. Consensus** - All actions of the trail plan partners will be undertaken by consensus. A single dissenting vote of the members present prohibits an action from being taken.
- D. Amendments** - The Sitka Trail Plan may be amended at the interagency cooperation meetings of the trail plan partners.
- 1.) The amendment process is a tool to allow flexibility in plan implementation.
  - 2.) Minor amendments should not significantly alter the plan character or expense.
  - 3.) If a substantive change to the plan is suggested as a plan amendment, the trail plan partners will solicit public and agency comment on the proposed amendment. If comments on the proposed amendment indicate unresolvable dissent or controversy, the suggested amendment will be dropped, or deferred until the 2012 Plan.
- E. Cultural Resources Protection Policies and Procedures**– The trail plan partners agree to utilize the Interagency Cooperation meetings to collaborate on the development and adoption of Cultural Resources Protection policies and procedures for all trail projects.
- 1.) This may entail on-site surveys prior to trail development and may differ slightly due to the existing procedures of the affected agency.

- 2.) The partners will also develop a procedure for the notification of appropriate parties should an archeological site be discovered

**F. Trail Maintenance** - The partners agree to undertake a comprehensive Trail maintenance program, coordinated by Sitka Trail Works, and implemented via the Interagency Cooperation meetings.

- 1.) The partners agree to undertake an inventory of maintenance needs, to develop an annual plan of work and to share resources and to collaborate on obtaining materials in order to implement the maintenance program.
- 2.) Sitka Trail Works agrees to coordinate a volunteer program to assist in trail maintenance.
- 3.) The interagency trail maintenance program will supplement and complement any existing trail maintenance programs that may be in place.

**G. Funding Strategy** - The partners agree to conceive and execute a strategy to fund all the projects listed in the Final Trail Plan. The strategy may combine anticipated revenues in existing agency budgets with funds available through grants and private donations, and/or with Federal appropriations, either directly or channeled through agency programs. As a component of the funding strategy, the partners will develop a table of estimated costs for the projects, will network on grant availability and will work to develop long term relationships with private foundations. Sitka Trail Works, Inc. will assist in these efforts as needed.

**H. Funding Obligation** – This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator(s) of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

**I. SEATrails** – The Trail Plan Partners agree to utilize the interagency cooperation meetings as a forum to support and inform the SEATrails program.

**J. Other issues** - The partners will utilize the interagency cooperation meetings to work on issues including, but not limited to, trail signage, trail information distribution, trail etiquette, and user conflicts.

**K. Principal Contacts** – The principal contacts for this memorandum are:

City and Borough of Sitka, Parks and Recreation Director	Sitka Tribe of Alaska, Tribal Chairman
Lynne McGowan	Woody Widmark
100 Lincoln Street	456 Katlian
Sitka, AK 99835	Sitka, AK 99835
907-747-3294	907- 747-3207

Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation Sitka Ranger	USDA FS Tongass National Forest, Sitka Ranger District Resource Assistant
Jim Bunting	Hans vonRekowski
3803 Halibut Point Road	201 Katlian, Suite 109
Sitka, AK 99835	Sitka, AK 99835
907-747-6249	907-747-4218

USDI, National Park Service Superintendent Sitka National Historical Park	Executive Director, Sitka Trail Works, Inc.
Gary Gauthier	Deborah Lyons
103 Monastery St P.O. Box 738	801 HPR
Sitka, AK 99835	Sitka, AK 99835
907-747-6281	907-747-7244

**Article 3 – Term of understanding and dissolution related to the Trail Plan and conditions of Termination, Modification, and Assignment of the parties.**

**A. Term of understanding and dissolution of the Trail Plan** - It is the intention of the Sitka Area Final Trail Plan that the listed projects be completed over the next ten years, 2002 – 2012. This memorandum is executed as of the last date shown below and will be renewed in five-year increments unless dissolved by one of the participants. The Sitka Area Trail Plan shall be reviewed by the partners in 2012, progress on plan objectives will be analyzed and community needs assessed. A determination will be made at that time whether to continue, modify, or terminate the plan.

**B. Termination, modification, assignment of the parties.**

**Termination or Suspension:** A party to the agreement may terminate their involvement in the agreement by providing the other parties with 30-days advance written notice. In the event that one party provides the other parties with notice of their intent to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

**Modification:** This agreement may only be modified by written modifications, which include mutual consent and signatures of the parties. Request for modifications will be forwarded in writing by one party to the other, enclosing the proposed form of modification, at least fifteen (15) days prior to the proposed date of said modification(s).

**Assignment:** This agreement may not be assigned in whole or in part from one party to another party without the prior written approval of all parties.

#### **Article 4 – Definitions**

“Sitka Area” includes all areas within the boundary of the City and Borough of Sitka or the Sitka Ranger District, whichever is larger.

#### **Article 5 – Standard Clauses**

- A. **Civil Rights:** During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- C. **Officials Not to Benefit:** No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- D. **Public Information Release:** The parties must obtain prior Government approval from the appropriate NPS representative for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.
- E. **Consistency with Public Laws:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.

**Article 5 – Authorizing signatures**

\_\_\_\_\_  
City and Borough of Sitka  
Administrator,  
Gary Paxton

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sitka Tribe of Alaska,  
Tribal Chairman,  
“Woody” Widmark

\_\_\_\_\_  
Date

\_\_\_\_\_  
USDA FS, Tongass National Forest  
Forest Supervisor  
Thomas Puchlerz,

\_\_\_\_\_  
Date

\_\_\_\_\_  
State of Alaska, Division of Parks and Outdoor Recreation  
Superintendent, Mike Eberhardt

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sitka Trail Works, Inc.,  
President,  
Charles Horan

\_\_\_\_\_  
Date

\_\_\_\_\_  
USDI, National Park Service, Superintendent,  
Sitka National Historical Park  
Gary Gauthier

\_\_\_\_\_  
Date