

**PETITION FOR ANNEXATION TO
THE CITY OF KETCHIKAN WITH UNANIMOUS
CONSENT BY ALL PROPERTY OWNERS AND
RESIDENT VOTERS**

To: THE STATE OF ALASKA, LOCAL BOUNDARY COMMISSION

The petitioner seeks annexation of the territory described herein under the provisions of AS 29.06.040(c)(3), 3 AAC 110.090 - 3 AAC 110.130, 3 AAC 110.150(b), 3 AAC 110.400 - 3 AAC 110.590, 3 AAC 110.620 - 3 AAC 110.660 and 3 AAC 110.900 - 3 AAC 110.990. All exhibits attached to this petition are incorporated by reference.

Section 1. PETITIONER. The name and class of the city petitioning for annexation are listed below:

Name: City of Ketchikan (hereafter "City").

Class: Home Rule.

Section 2. GENERAL DESCRIPTION OF THE TERRITORY PROPOSED FOR ANNEXATION. The territory proposed for annexation is generally described as follows:

The territory proposed for annexation consists of approximately twenty-seven (27) acres located on the westerly side of Bear Valley, beginning at the Schoenbar Road/Forest Avenue intersection and running above and parallel to Fairy Chasm Road. The territory includes the right-of-way of Forest Avenue extension, Tract 1004, Utica Lode and Tonawanda Lode.

Section 3. REASONS FOR ANNEXATION. A statement explaining why:

- the property owner(s) and voters residing within the area wish to have the territory annexed to the City; and
- the City wishes to have the territory annexed to the City.

Owners of property within the territory proposed for annexation include the City of Ketchikan, Ketchikan Gateway Borough, State of Alaska and the territory's majority land owner George Lybrand. The petition for annexation was initiated at the request of Mr. Lybrand in his efforts to receive City of Ketchikan municipal sewer and water services. Under terms of an agreement between the City and Mr. Lybrand (see Exhibit J-1), municipal water and sewer services were extended into his property with the understanding that Mr. Lybrand would support annexation into the City of Ketchikan. Adjoining property owned by the City of Ketchikan, Ketchikan Gateway Borough and the State of Alaska were included in the territory in order to create logical boundaries. Both the Ketchikan Gateway Borough and the State of Alaska have indicated their

consent and support for annexation of their respective property into the City (see Exhibit J-2 and J-3) as well as the City through Ordinance 99-1422 (see Exhibit H).

In addition to providing municipal sewer and water services, annexation of the territory will allow the logical expansion of other municipal services including, but not limited to, police protection, fire protection and public works to the territory. Police, fire and public works services are of particular importance due to the territory's potential for development as a direct result from the construction of the Third Avenue Extension. Designed by the State Department of Transportation and Public Facilities to relieve traffic congestion on Tongass Avenue, the Third Avenue Extension will generate an estimated 6,900 vehicle trips per day through the territory proposed for annexation. Currently utilized as a storage area for Mr. Lybrand's construction company, the property's stage of site development and existing zoning of the land allows the property to be quickly converted to other commercial and/or residential uses.

Presently the territory proposed for annexation is not within a Borough Service Area and is not patrolled by the Alaska State Troopers. As such, no governmental agency is in place to provide those essential services typically required of a developed area including police protection, fire protection and public works. With road access to the territory from City streets, the City of Ketchikan is capable, equipped and best positioned to provide these basic and necessary life/safety services.

Section 4. LEGAL DESCRIPTION OF THE TERRITORY PROPOSED FOR ANNEXATION. A written legal description of the territory proposed for annexation is presented in **Exhibit A**.

Section 5. LEGAL DESCRIPTION OF POST-ANNEXATION BOUNDARIES. A written legal description of the boundaries of the City should the annexation be approved is provided in **Exhibit B**.

Section 6. MAPS AND PLATS. A map showing the current boundaries of the City and the territory proposed for annexation, and plats and other documents necessary to demonstrate the accuracy of the written legal description of the territory proposed for annexation are presented in **Exhibit C**.

Section 7. SIZE. The territory proposed for annexation is estimated to encompass 27.41 acres.

Section 8. PETITIONER'S REPRESENTATIVE. The City designates the following individual to serve as its representative in matters concerning this annexation proposal:

Name: Karl R. Amylon, City Manager
City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901

Phone (907) 228-5603
Fax (907) 225-5075
e-mail lindaa@city.ketchikan.ak.us

Section 9. POPULATION. The population within the current boundaries of the City is 8,460 (former Department of Community and Regional Affairs, December 1998). The population of the territory proposed for annexation is estimated to be: zero (0).

Section 10. INFORMATION RELATING TO PUBLIC NOTICE. Exhibit D offers information relevant to providing public notice of the annexation proceedings. This includes information about local media, adjacent municipal governments, places for posting notice, location where the petition may be reviewed and parties who, because of their interest in this matter, may warrant individual notice of the annexation proceedings.

Section 11. CITY TAXES. The type and rate of each tax currently levied by the City is listed below:

<u>Tax Type</u>	<u>Tax Rate</u>
Property tax	6.4 mills
Sales tax	3.5%
Transient Occupancy	6.0%

Section 12. TAXABLE VALUE OF REAL AND PERSONAL PROPERTY. The following is the estimated or assessed value of taxable property in the City and the territory proposed for annexation:

Within current City boundaries, net Senior Citizen/Disabled Veteran properties valued at \$37,439,500:

Real property:	\$455,736,500
Personal property:	\$35,813,700

Within area proposed for annexation:

Real property:	\$141,300
Personal property:	\$58,700

Section 13. VALUE OF TAXABLE SALES. The value of sales that would be subject to City sales taxes upon annexation is estimated to be \$0. At the current sales tax levy, this would generate an estimated \$0.

Section 14. OTHER REVENUES. It is estimated that annexation will result in the following additional revenues to the City.

The City of Ketchikan will receive negligible other revenues as a result of annexation.

Section 15. EXPENSES. It is estimated that annexation will result in the following additional operating and capital expenses to the City.

The City of Ketchikan does not anticipate any additional expenses to occur as a result of annexation.

Section 16. POWERS AND SERVICES. Listed below are the services and facilities currently provided by the City within its existing boundaries. All of these services, except for those designated below will be extended to the area in question upon its annexation.

The City of Ketchikan currently provides both Borough-wide and City-only services and facilities.

Services and facilities provided Borough-wide include:

- Hospital Services
- Emergency Medical Services
- Emergency Dispatch Services
- Human Services (mental health and substance abuse treatment)
- Harbors
- Port of Ketchikan
- Library
- Museum
- Civic Center
- Solid Waste Disposal
- Cemetery
- Telephone
- Electricity

Services provided within the City limits only include:

- Police Protection
- Fire Protection
- Streets and Storm Drains Maintenance
- Solid Waste and Recyclables Collection
- Public Works Engineering (including building code enforcement)
- Municipal Facility Maintenance

- Wastewater Collection and Treatment (provided by the City and funded through separate enterprise fund user fees)
- Water Treatment and Distribution (provided by Ketchikan Public Utilities and funded through separate enterprise fund user fees)

City Services not to be extended to the annexed area:

- All City services will be extended to the annexed area

Section 17. AREAWIDE AND NONAREAWIDE BOROUGH POWERS AND SERVICES. Listed below are the areawide and nonareawide services and facilities currently provided by the Borough.

Areawide:

- Animal Control
- Assessment and Tax Collection
- Transportation
- Recreation
- Economic Development
- Planning and Zoning
- Education

Non-areawide:

- Library (Library service is provided by the City through an agreement with the Borough)
- Waste water collection and treatment (power available but no services provided)

Section 18. BOROUGH SERVICE AREAS. The Borough performs the following functions in the territory proposed for annexation through service areas.

The territory to be annexed is not within a Borough Service Area.

Section 19. EXTRATERRITORIAL POWERS. The City currently exercises the following powers within the territory proposed for annexation under authority of AS 29.35.020.

The City provides a number of services for the territory proposed for annexation and for other areas outside of the City's boundaries. Most of these services are not provided as an exercise of the City's extraterritorial powers under AS 29.35.020. Some services are provided by mutual aid agreements (fire fighting services) or to assist other governmental agencies (law enforcement). Other services provided by the City are available at large

without regard to municipal boundaries (hospital, cemetery, mental health and substance abuse services). Three of the services provided to the territory proposed for annexation are provided under its extraterritorial powers. These are electric and telephone services provided by the City d/b/a Ketchikan Public Utilities and emergency medical services.

Section 20. BONDED INDEBTEDNESS. The following is a summary of the bonded indebtedness of the City as of November 30, 1999.

<u>Bond Issue</u>	<u>Principal Amount</u>	<u>Annual Payment</u>	<u>Date When Fully Paid</u>
1986 Series A	\$ 2,455,000	\$ 572,000-584,000	2003
1994 Series Port	\$ 2,880,000	\$284,000-1,310,000	2013
1997 Series Hospital	\$10,450,000	\$ 867,000-894,000	2017
1997 Series Fire	\$ 855,000	\$ 196,000-207,000	2003

Section 21. TRANSITION PLAN. Exhibit E consists of a practical plan demonstrating:

1. The intent and capability of the City to extend essential city services (as defined by 3 AAC 110.990(a)(8)) into the territory proposed for annexation in the shortest practical time following annexation (not to exceed two years).
2. The manner in which the City will assume all relevant and appropriate powers, duties, rights, and functions presently exercised within the territory proposed for annexation.
3. The manner in which the City will assume and integrate all relevant and appropriate assets and liabilities of the Borough relating to the territory proposed for annexation without loss of value in assets, loss of credit reputation, or a reduced bond rating for liabilities.
4. That the plan was prepared in consultation with the Borough and other entities currently responsible for or otherwise providing those services to the territory that will be assumed by the City.
5. The manner in which the City will assume all relevant and appropriate powers, duties, rights, and functions presently exercised by the Borough in the territory proposed for annexation.

Section 22. FEDERAL VOTING RIGHTS ACT INFORMATION. Information relevant to the federal Voting Rights Act, which is applicable to any annexation, is provided in Exhibit F. This information includes the following:

1. Purpose and effect of annexation as it pertains to voting.

2. Extent to which the annexation excludes minorities while including other similarly-situated persons.
3. Extent to which annexation reduces the City's minority population percentage.
4. Whether the electoral system of the City fails fairly to reflect minority voting strength.
5. Participation by minorities in the development of the annexation proposal.
6. Designation of Alaska Native for U.S. Department of Justice contact.
7. Statement concerning the minorities' understanding of English in written and spoken forms.

Section 23. BRIEF. Exhibit G contains a written statement fully explaining how the proposed annexation satisfies the standards set out in 3 AAC 110.090 - 3 AAC 110.130, 3 AAC 110.150(2) and 3 AAC 110.900 - 3 AAC 110.910. The brief demonstrates that:

- all voters and property owners of the territory proposed for annexation signed a petition requesting annexation of the territory to the city. Describe circumstances relating to the development and submission of the petition to the City from such voters and property owners and provide a copy of the petition to the City from such voters and property owners.
- The territory proposed for annexation exhibits a reasonable need for city government as required by 3 AAC 110.090(a).
- The City is capable of providing "essential city services" (as defined by 3 AAC 110.990(8)) more efficiently and more effectively to the territory proposed for annexation than another existing city or organized borough as required by 3 AAC 110.090(b).
- The territory proposed for annexation is compatible in character with the area inside the current boundaries of the City as required by 3 AAC 110.100.
- the area within the proposed post-annexation boundaries of the City (i.e., the territory proposed for annexation and the area within the existing boundaries of the City) includes the human and financial resources needed to provide essential city services on an efficient, cost-effective level as required by 3 AAC 110.110.
- The population within the proposed post-annexation boundaries of the City is sufficiently large and stable to support the extension of city government as required by 3 AAC 110.120.

- The proposed post-annexation boundaries of the City encompass all land and water necessary to provide the full development of essential city services on an efficient, cost-effective level as required by 3 AAC 110.130(a).
- The territory proposed for annexation is contiguous to the City's present corporate boundaries as presumed by 3 AAC 110.130(b). Alternatively, there is a specific and persuasive basis for annexation of non-contiguous territory.
- The proposed post-annexation boundaries of the City include only that area comprising the local community plus reasonably predictable growth, development, and public safety needs during the 10 years following the effective date of annexation as required by 3 AAC 110.130(c).
- As required by 3 AAC 110.130(d), the proposed post-annexation boundaries of the City exclude entire geographical regions or large unpopulated areas, except where justified by the application of the city annexation standards in 3 AAC 110.090 - 3 AAC 110.130.
- The territory proposed for annexation does not overlap the boundaries of any other City. Alternatively, the brief also addresses that circumstance as required by 3 AAC 110.130(e).
- The proposed annexation to the City will not deny any person the enjoyment of any civil or political right, including voting rights, because of race, color, creed, sex, or national origin in accordance with 3 AAC 110.910.
- In addition, the brief explains why the proposed annexation is good public policy. All assertions in the brief are supported with detailed facts.

Section 24. AUTHORIZATION. A certified copy of the ordinance adopted by the City Council to authorize the filing of this petition is provided as **Exhibit H**.

Section 25. PETITION INFORMATION & ACCURACY. An affidavit of the petitioner's representative affirming that the information in the petition is true and accurate is provided in **Exhibit I**.

DATED at Ketchikan, Alaska, this 17th day of February, 2000.

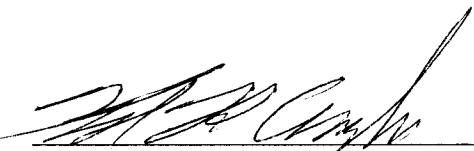
By:  _____
 Petitioner's Representative

EXHIBIT A
LEGAL DESCRIPTION OF THE TERRITORY PROPOSED FOR
ANNEXATION
(LYBRAND ADDITION)

An area located within the Ketchikan Gateway Borough, First Judicial District, State of Alaska, comprised of Tract F and Tract G of Tract 1004, U.S.M.S. 769; a portion of the Tonawanda and Utica Lode Claims, U.S.M.S. 769; and a portion of the Third Avenue Extension Right of Way more particularly described as follows:

Beginning at the north corner of Tract F, Tract 1004, U.S.M.S. 769, as shown on plat 88-18, this corner being on the common boundary between the Columbia and Potosi Lode Claims U.S.M.S. 769;

- 1) **thence** southerly along the western boundary of said Tract F to its point of intersection with the northerly boundary of the Third Avenue Extension right of way;
- 2) **thence** westerly along said right of way boundary to its point of intersection with the northeast boundary of the Kentucky Lode Claim, U.S.M.S. 769;
- 3) **thence** southeasterly along said boundary to its point of intersect with the northerly boundary of the Schoenbar Road right-of-way;
- 4) **thence** N 37° 52' E a distance of 14.20 feet along the Schoenbar Road right-of-way boundary;
- 5) **thence** N 59° 26' E a distance of 163.16 feet along the Schoenbar Road right-of-way boundary;
- 6) **thence** N 58° 35' E a distance of 108.98 feet along the Schoenbar Road right-of-way boundary to the south corner of Lot 28, Block 4, U.S.M.S. 769, Bear Valley Addition;
- 7) **thence** N 31° 25' W a distance of 124.93 feet to a point on the westerly boundary of Lot 27, Block 4, U.S.M.S. 769, Bear Valley Addition;
- 8) **thence** N 3° 30' E a distance of 999.50 feet to a point on the westerly boundary of Lot 15, Block 4, U.S.M.S. 769, Bear

Valley Addition;

- 9) **thence** N 39° 25' E a distance of 170 feet to a point on the northwest boundary of Lot 13, Block 4, U.S.M.S. 769, Bear Valley Addition;
- 10) **thence** N 70° 51' 48" E a distance of 343.48 feet to a point on the north boundary of Lot 9, Block 4, U.S.M.S. 769, Bear Valley Addition;
- 11) **thence** S 73° 40' E a distance of 550 feet to the northeast corner of Lot 3, Block 4, U.S.M.S. 769, Bear Valley Addition;
- 12) **thence** N 16° 20' E a distance of 20 feet to the north corner of Lot 2, Block 4, U.S.M.S. 769, Bear Valley Addition, this point being on the northeast boundary of Utica Lode Claim, U.S.M.S. 769;
- 13) **thence** northwesterly along the northeast boundary of the Utica Lode Claim to the northwest corner of said claim as shown of the plat of the Claim of James A. Davis, Mineral Survey 769, recorded May 7, 1904, Juneau Land District;
- 14) **thence** southwesterly to the northeast corner of the Columbia Lode Claim;
- 15) **thence** northwesterly along the common boundary between the Columbia Lode Claim and the Potosi Lode Claim, U.S.M.S. 769, to the point of beginning, containing approximately 27 acres more or less.

EXHIBIT B
LEGAL DESCRIPTION OF THE PROPOSED POST-ANNEXATION
BOUNDARIES OF THE CITY

(EXISTING CITY WITH LYBRAND ADDITION. THE POST-ANNEXATION BOUNDARIES DOES NOT INCLUDE THE 1.2 SQUARE MILES OF TERRITORY, COMMONLY REFERRED TO AS THE SHORELINE ANNEXATION, WHICH TAKES EFFECT JANUARY 1, 2001)

The corporate limits of the City of Ketchikan, Alaska, a parcel of real property located in the Ketchikan Gateway Borough, First Judicial District, Alaska, more particularly bound and described as follows:

Commencing at the northeast corner of the Homer Lode, U. S. Mineral Survey 769, this also being the west corner of U.S.S. 1261;

thence N 29° 36' E a distance of 404.58 feet along the northwest boundary of U.S.S. 1261 of the north corner of U.S.S. 1261;

thence S 59° 34' E a distance of 255.40 feet along the northeast boundary of U.S.S. 1261 to the south corner of Tract A U.S.S. 2635;

thence N 23° 00' E a distance of 140.89 feet along the east boundary of Tract A to its intersection with the north boundary of U.S.S. 2635;

thence a bearing of East a distance of 1773.30 feet along the north boundary of U.S.S. 2635 to Corner 3 of U.S.S. 2635;

thence a bearing of South a distance of 147.18 feet to Corner 4 of U.S.S. 2635;

thence a bearing of East a distance of 460.35 feet to Corner 5 of U.S.S. 2635;

thence a bearing of South a distance of 1623.60 feet along the east boundary of U.S.S. 2635 to Corner 6 of U.S.S. 2635 this being the true point of beginning;

thence S 26° 23' 03" E a distance of 1632.09 feet;

thence S 51° 57' W a distance of 816.38 feet to a point on the northeast boundary of U.S.S. 1667;

thence S 43° 58' E a distance of 1702.52 feet along the northeast boundary of U.S.S. 1667;

thence S 46° 06' W a distance of 1986.44 feet along the northwest boundary of U.S.S. 1584 and A.T.S. 118 to a point in Tongass Narrows;

thence N 48° 28' W a distance of 1927.73 feet to a point in Tongass Narrows;

thence N 54° 53' 54" W a distance of 8487.96 feet to a point in Tongass Narrows;

thence N 65° 35' 45" W a distance of 2633.28 feet to a point in Tongass Narrows;

thence N 67° 10' 56" W a distance of 3111.05 feet to a point in Tongass Narrows;

thence N 49° 25' 17" W a distance of 4796.14 feet to a point in Tongass Narrows;

thence N 29° 20' 00" E a distance of 1502.90 feet to the north corner of USS 1083;

thence S 60° 41' 00" E a distance of 100.00 feet along the northeast boundary of USS 1083 to its point of intersection with the east boundary line of Block 1, Tract 1004, U.S.S. 1587;

thence N 29° 20' 00" E a distance of 703.39 feet along the east boundary of Block 1, Tract 1004, U.S.S. 1587 to its point of intersection with the north boundary of U.S.S. 1587;

thence S 89° 59' 30" E a distance of 176.42 feet along the north boundary of U.S.S. 1587;

thence N 89° 59' 45" E a distance of 1478.11 feet along the north boundary of U.S.S. 1587;

thence a bearing of East a distance of 4601.93 feet along the north boundary of U.S.S. 1587, U.S.S. 1781, and U.S.S. 1229 to Corner 2 of U.S.S. 1229;

thence a bearing of South a distance of 3180.91 feet along the east boundary of U.S.S. 1229 to Corner 3 of U.S.S. 1378;

thence southeasterly along the northeast boundary of U.S.S. 1378 and the northeast boundary of the Kentucky Lode Claim, U.S.M.S. 769 to a point on the northern boundary of the Third Avenue Extension right of way:

thence easterly along said right-of-way boundary to its point of intersection with the western boundary of Tract F, of Tract 1004 within U.S.M.S. 769;

thence northerly along said boundary of Tract F to its point of intersection with the common boundary between the Columbia and Potosi Lode Claims, U.S.M.S. 769 as shown of the plat of the Claims of James A. Davis, Mineral Survey 769, recorded May 7, 1904, Juneau Land District;

thence northwesterly along said common boundary of the Columbia and Potosi Lode Claims to the northwest corner of the Columbia Lode Claim, this point being in common with corner 4 of Potosi Lode Claim and also being on the western boundary of U.S.M.S. 769;

thence northeasterly along said boundary to the northwest corner of U.S.M.S. 769, this point being in common with the northwest corner of the Cosmos Lode Claim;

thence southeasterly along the north boundary of U.S.M.S. 769 to its point of intersection with the western boundary of the east 1/2 of the northwest 1/4 of protracted Section 19, T75S, R91E, Copper River Meridian (C.R.M.);

thence north to the northwest corner of the east 1/2 of the northwest 1/4 of protracted Section 19, T75S, R91E, C.R.M.;

thence east to the northeast corner of the west 1/2 of the northeast 1/4 of protracted Section 19, T75S, R91E, C.R.M.;

thence south to the northern boundary line of U.S.M.S. 769;

thence southeasterly along said boundary line to its intersection with the north boundary of the northeast 1/4 of the southeast 1/4 of protracted Section 19, T75S, R91E, C.R.M.;

thence east to the northeast corner of the southwest 1/4 of protracted Section 20, T75S, R91E, C.R.M.;

thence south to the northerly boundary of U.S.M.S. 769;

thence southeasterly along said boundary to the northeast corner of U.S.M.S. 769, this corner being in common with the northeast corner of the Sterling Lode Claim;

thence southwesterly along the eastern boundary of U.S.M.S. 769 to its point of intersection with the east boundary of U.S.S. 2635;

thence a bearing of south to the true point of beginning, containing approximately 2462 acres or 3.8 square miles, more or less.

EXHIBIT C
MAP OF EXISTING AND PROPOSED BOUNDARIES; PLATS AND OTHER
DOCUMENTS DEMONSTRATING ACCURACY OF LEGAL DESCRIPTION

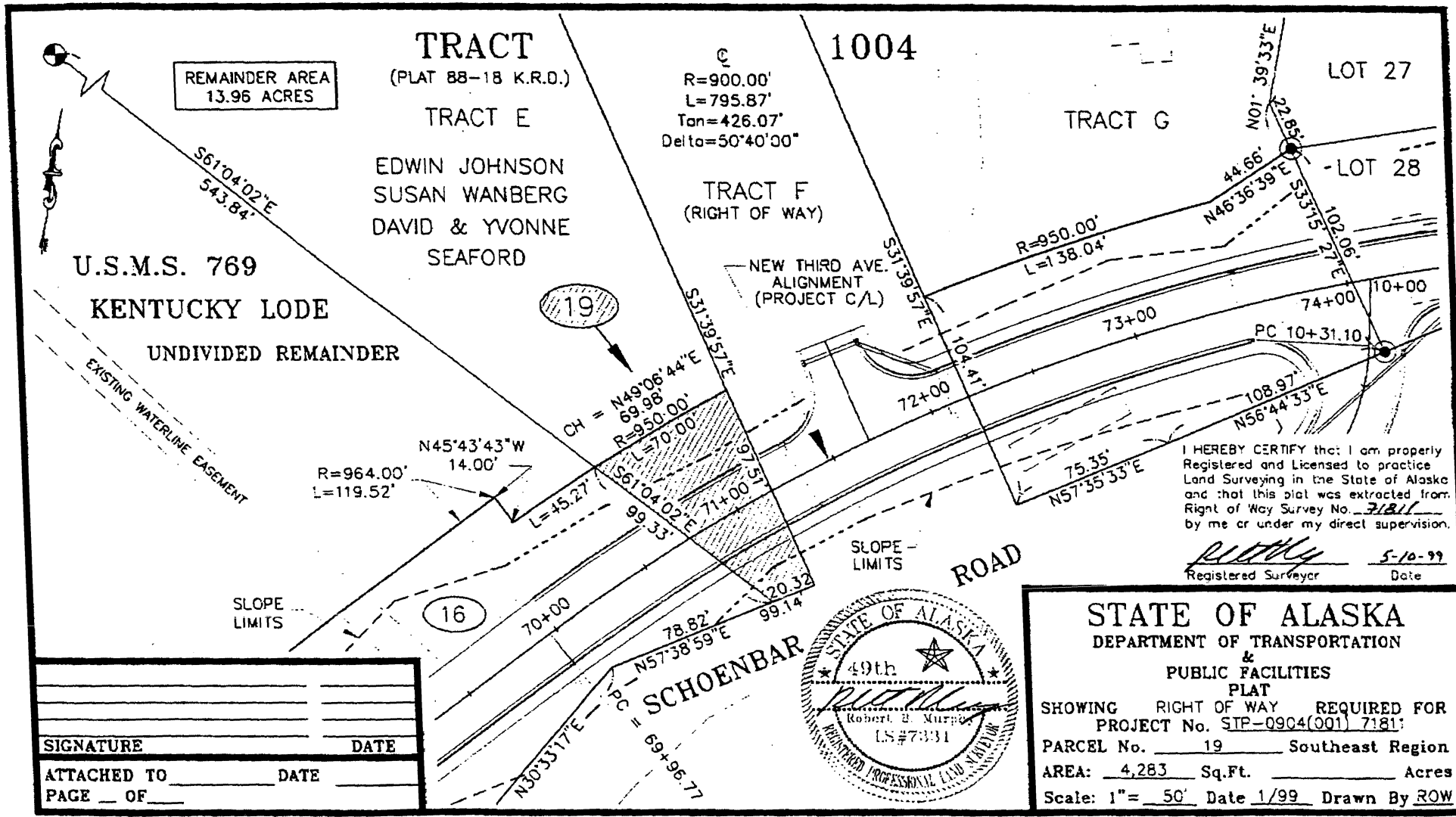
A map showing the current boundaries of the City and the territory proposed for annexation, and plats and other documents necessary to demonstrate the accuracy of the written legal description of the territory proposed for annexation is presented in this Exhibit.

SENT BY:

6-4-99 11:15AM :DOT&PF 7-MILE, JUNEAU-

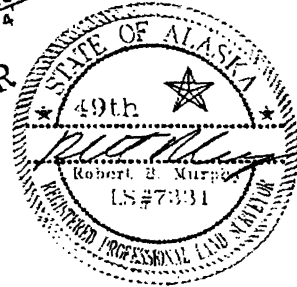
1 39VA B 310DCHS

907 225 8721: # 2 / 3



I HEREBY CERTIFY that I am properly Registered and Licensed to practice Land Surveying in the State of Alaska and that this plat was extracted from Right of Way Survey No. 31811 by me or under my direct supervision.

Robert E. Murphy 5-10-99
Registered Surveyor Date



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
&
PUBLIC FACILITIES
PLAT
SHOWING RIGHT OF WAY REQUIRED FOR
PROJECT No. STP-0904(001) 7181
PARCEL No. 19 Southeast Region
AREA: 4,283 Sq.Ft. _____ Acres
Scale: 1"= 50' Date 1/99 Drawn By ROW

SIGNATURE	DATE
ATTACHED TO	DATE
PAGE <u> </u> OF <u> </u>	

**EXHIBIT D
INFORMATION RELATING TO PUBLIC NOTICE**

MEDIA

The following is a list of the principal media serving the area within the current and proposed boundaries of the City:

NEWSPAPER(S):

Name:	Ketchikan Daily News	The Local Paper
Address:	P.O. Box 7900 Ketchikan, Alaska 99901	516 Stedman Street Ketchikan, Alaska 99901
Telephone #:	(907) 225-3157	(907) 225-6540
Fax #:	(907) 225-1096	(907) 225-6435

APPROPRIATE LOCAL RADIO STATION(S) FOR BROADCASTING NOTICE:

Name:	KFMJ FM Radio	KGTW FM/KTKN AM Radio
Address:	516 Stedman Street Ketchikan, Alaska 99901	526 Stedman Street Ketchikan, Alaska 99901
Telephone #:	(907) 247-3699	(907) 225-2193
Fax #:	(907) 247-5365	(907) 225-0444
Name:	KRBD FM Radio/Rainbird Broadcasting Company	The Ketchikan Channel
Address:	123 Stedman Street Ketchikan, Alaska 99901	P.O. Box 7900 Ketchikan, Alaska 99901
Telephone #:	(907) 225-9655	(907) 225-3157
Fax #:	(907) 247-0808	(907) 225-1096

LOCAL TELEVISION SCANNER:

Name:	Alaskan Cable Network
Address:	2030 Sea Level Drive Ketchikan, Alaska 99901
Telephone #:	(907) 225-2191
Fax #:	(907) 225-4943

PLACES DESIGNATED FOR POSTING OF NOTICES RELATING TO ANNEXATION

The following three or more public and prominent places within the territory proposed for annexation are designated for posting of notices concerning this annexation proposal.

1. Notice placed on a post to be erected at the intersection of Schoenbar Road and Forest Avenue (vehicle entrance to territory).
2. Notice placed on side of scale shack located within the territory. The scale shack is located on property owned by George Lybrand.
3. Notice placed on a post to be erected at the intersection of Fairy Chasm Road and Brown Deer Road, adjacent to the territory to be annexed.

The following three or more public and prominent places within the current boundaries of the City are designated for posting of notices concerning this annexation proposal.

Office of the City Clerk
City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901
(907) 228-5658

Ketchikan Public Library
City of Ketchikan
629 Dock Street
Ketchikan, Alaska 99901
(907) 225-3331

City Hall 2nd Floor Bulletin Board
Attn: City Clerk
City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901
(907) 228-5658

City Police Department
361 Main Street
Ketchikan, Alaska 99901
(907) 225-6631

MUNICIPALITIES ADJACENT TO THE CITY

The following is a list of cities with boundaries located within 20 miles of the current or proposed boundaries of the City.

City of Saxman
Ketchikan Gateway Borough

**PARTIES THAT THE PETITIONER BELIEVES SHOULD BE PROVIDED
INDIVIDUAL NOTICE OF THE FILING OF THE ANNEXATION PETITION**

The following is a list of names and addresses of parties whose potential interest is the annexation proceedings may warrant individual notice.

Robert & Beulah Roppel
3101 Tongass Avenue
Ketchikan, Alaska 99901

Kelly & Pamela Roth
284 Forest Park Drive
Ketchikan, Alaska 99901

Hazel & Garnet Dima
6437 S. Tongass Highway
Ketchikan, Alaska 99901

Debra L. & Tommy G. Hilton
P.O. Box 7681
Ketchikan, Alaska 99901

Norman M. Charles
1204 Black Bear Road
Ketchikan, Alaska 99901

Anthony & Delise Olmstead
1192 Black Bear Road
Ketchikan, Alaska 99901

Wendy & Brian Gierard
1182 Black Bear Road
Ketchikan, Alaska 99901

Cheryl A. Haven
1170 Black Bear Road
Ketchikan, Alaska 99901

State of Alaska, DOT
6860 Glacier Highway
Juneau, Alaska 99801

Coy & Jerilyn Lester
1923 Fairy Chasm Road
Ketchikan, Alaska 99901

Terral Wanzer
435 Hillcrest
Ketchikan, Alaska 99901

Jay R. & Teresa Leonhardy
961 Sesame Street
Ketchikan, Alaska 99901

Henry M. Brouillette, Jr.
963 W. Sesame Street
Ketchikan, Alaska 99901

Dennis & Angelina
Lammers
975 Sesame Street
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Ketchikan, Alaska 99901

Point Baker Trading Post, Inc.
P.O. Box 130
Point Baker, Alaska 99927

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Byrd c/o NBA Mortgage Dept.
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EXHIBIT E TRANSITION PLAN

This exhibit consists of a practical plan demonstrating:

- 1 The intent and capability of the City to extend essential city services 9as defined by 3 AAC 110.990(a)(8)) into the territory proposed for annexation in the shortest practical time following annexation;
- 2 The manner in which the City will assume all relevant and appropriate powers, duties, rights, and functions presently exercised within the territory proposed for annexation;
- 3 The manner in which the City will assume and integrate all relevant and appropriate assets and liabilities of an entity providing services to the territory which will be assumed by the City;
- 4 That the borough in which the City is located was formally consulted about the annexation and has no objection to the proposed annexation; and
- 5 That the City will assume all relevant and appropriate powers, duties, rights and functions presently exercised by the borough in the territory proposed for annexation.

Within 30 calendar days of notice that annexation has been approved, all City powers and services as listed in Section 16 of this petition will immediately be provided the territory. City law enforcement will immediately begin patrolling the territory and fire protection will respond as required. City Public Works and Ketchikan Public Utilities will immediately take possession and maintenance responsibilities of sewer and water mainlines which have been extended into the territory in anticipation of annexation. Given the relatively small size of the territory as compared to the City and the City's existing infrastructure to provide those services listed in Section 16, no additional expenses will be experienced by the City to provide services and powers to the territory. City of Ketchikan property and business personal taxes will commence January 1, 2001.

Non-area-wide library powers provided by the Borough will immediately be assumed by the City. Since the Ketchikan Gateway Borough contracts with the City to provide library services to residents outside the City limits, the territory will realize no change in library

service. Once annexed, the territory will receive library services directly by the City rather than through the Borough's non-areawide library function. The non-areawide tax for library services which is imposed on the territory by the Borough will discontinue and automatically be incorporated in the City's taxing structure.

All services provided by the Borough on an areawide basis including assessing, tax collection, animal control, land use, parks and recreation, transportation, economic development and education will continue to be provided to the territory by the Borough. Annexation will have no effect upon these Borough services provided on an areawide basis.

The territory proposed for annexation is not located within a Borough Service Area. As such, no powers or services typically provided through the formation of a service area will be assumed by the City.

The Ketchikan Gateway Borough's only asset or liability within the territory to be annexed is Borough owned land, which upon annexation, will continue to be owned and controlled by the Borough. While the Borough has identified Borough owned property within the territory as a potential site for a new school, the City is not aware of any plans for the immediate development or use. The City will not assume any Borough assets or liabilities through annexation.

The Ketchikan Gateway Borough is in support of the proposed annexation as evident by Borough Resolution 1399 Amended, attached as Exhibit J-2. As of the date of this Petition, the Borough has not expressed any objections to the proposed annexation.

EXHIBIT F
VOTING RIGHTS ACT REVIEW

This exhibit provides the following information.

1. Purpose and effect of annexation as it pertains to voting.
2. Extent to which the annexation excludes minorities while including other similarly situated persons.
3. Extent to which annexation reduces the City's minority population percentage.
4. Whether the electoral system of the City fails fairly to reflect minority voting strength.
5. Participation by minorities in the development of the annexation proposal.
6. Designation of Alaska Native for U.S. Department of Justice contact.
7. Statement concerning the minorities' understanding of English in written and spoken forms.

RESPONSE:

1. Purpose and effect of annexation as it pertains to voting.

The territory proposed for annexation is uninhabited and therefore will not affect the City's present population of 8,460. The annexation will have no effect on voting in City or Borough elections. No redistricting will be required as a result of annexation.

2. Extent to which the annexation excludes minorities while including other similarly situated persons.

The territory proposed for annexation is uninhabited and therefore will not exclude minorities while including other similarly situated persons.

3. Extent to which annexation reduces the City's minority population percentage.

The territory proposed for annexation is uninhabited and therefore will not affect the City's minority population percentage.

4. Whether the electoral system of the City fails fairly to reflect minority voting strength.

The electoral system of the City of Ketchikan reflects minority strength through at large elections for all offices.

5. Participation by minorities in the development of the annexation proposal.

The annexation has been discussed at several public meetings during which public comment was permitted by all persons.

6. Designation of Alaska Native for U.S. Department of Justice contact.

The City designates Ernest Boyd, a Tlingit, as the Alaska Native designated for U.S. Department of Justice contact. Mr. Boyd's address and telephone number are:

P.O. Box 6831
Ketchikan, Alaska 99901
(907) 225-2567

7. Statement concerning the minorities' understanding of English in written and spoken forms.

English is spoken and understood throughout the City of Ketchikan and throughout the Ketchikan Gateway Borough. All minority groups are familiar with English in written and spoken form. Spanish or Tagalog may occasionally be spoken within the Filipino community by new immigrants. Some residents are fluent in Tlingit, Haida or Tshimshian as well as English.

EXHIBIT G
PETITIONER'S BRIEF

This exhibit provides a written statement fully explaining how the proposed annexation satisfies the standards set out in 3 AAC 110.090 - 3 AAC 110.130, 3 AAC 110.150(2), and 3 AAC 110.910. **Specifically:**

Section 1 demonstrates that all voters and property owners of the territory proposed for annexation approve and support, in writing, annexation of the territory to the city. Describe circumstances relating to the development and submission of the petition to the City from such voters and property owners and provide a copy of the petition to the City from such voters and property owners.

Section 2 demonstrates that the territory proposed for annexation exhibits a reasonable need for city government as required by 3 AAC 110.090(a).

Section 3 demonstrates that the City is capable of providing "essential city services" (as defined by 3 AAC 110.990(8)) more efficiently and more effectively to the territory proposed for annexation than another existing city or organized borough as required by 3 AAC 110.090(b).

Section 4 demonstrates that the territory proposed for annexation is compatible in character with the area inside the current boundaries of the City as required by 3 AAC 110.100.

Section 5 demonstrates that the area within the proposed post-annexation boundaries of the City (i.e., the territory proposed for annexation and the area within the existing boundaries of the City) includes the human and financial resources needed to provide essential city services on an efficient, cost-effective level as required by 3 AAC 110.110.

Section 6 demonstrates that the population within the proposed post-annexation boundaries of the City is sufficiently large and stable to support the extension of city government as required by 3 AAC 110.120.

Section 7 demonstrates that the proposed post-annexation boundaries of the City encompass all land and water necessary to provide the full development of essential city services on an efficient, cost-effective level as required by 3 AAC 110.130(a).

Section 8 demonstrates that the territory proposed for annexation is contiguous to the City's present corporate boundaries as presumed by 3 AAC 110.130(b). Alternatively, there is a specific and persuasive basis for annexation of non-contiguous territory.

Section 9 demonstrates that the proposed post-annexation boundaries of the City include

only that area comprising the local community plus reasonably predictable growth, development, and public safety needs during the 10 years following the effective date of annexation as required by 3 AAC 110.130(c).

Section 10 demonstrates that, as required by 3 AAC 110.130(d), the proposed post-annexation boundaries of the City exclude entire geographical regions or large unpopulated areas, except where justified by the application of the city annexation standards in 3 AAC 110.090 - 3 AAC 110.130.

Section 11 demonstrates that the territory proposed for annexation does not overlap the boundaries of any other city. Alternatively, the brief also addresses that circumstance as required by 3 AAC 110.130(e).

Section 12 demonstrates that the proposed annexation to the City will not deny any person the enjoyment of any civil or political right, including voting rights, because of race, color, creed, sex, or national origin in accordance with 3 AAC 110.910.

RESPONSE:

Section 1:

All voters and property owners of the territory proposed for annexation support and approve, in writing, annexation of the territory to the City. Describe circumstances relating to the development and submission of the petition to the City from such voters and property owners and provide a copy of the petition to the City from such voters and property owners.

Owners of property within the territory proposed for annexation include the City of Ketchikan, Ketchikan Gateway Borough, State of Alaska and the territory's majority land owner George Lybrand. The petition for annexation was initiated at the request of Mr. Lybrand in his efforts to receive City of Ketchikan municipal sewer and water services. Under terms of an agreement between the City and Mr. Lybrand (see Exhibit J-1), municipal water and sewer services were extended into his property with the understanding that Mr. Lybrand would support annexation into the City of Ketchikan. Adjoining property owned by the City of Ketchikan, Ketchikan Gateway Borough and the State of Alaska were included in the territory in order to create logical boundaries. Both the Ketchikan Gateway Borough and the State of Alaska have indicated their consent and support for annexation of their respective property into the City (see Exhibit J-2 and J-3). By the attached Exhibits J-1, J-2 and J-3, all voters and property owners of the territory proposed for annexation support, in writing, the City's annexation request.

Section 2:

The territory proposed for annexation exhibits a reasonable need for city government, and

Section 3:

The City is capable of providing "essential city services" more efficiently and more effectively to the territory proposed for annexation than another existing city or organized borough.

The territory proposed for annexation is located adjacent and contiguous to the City of Ketchikan's boundaries. The territory is within one-half mile of the City's downtown area as well as being located near other community facilities including the recreation center, ballfields and schools, all of which are located within the City.

The territory is isolated from other roaded portions of the Ketchikan Gateway Borough and access to the territory can only be gained through the City of Ketchikan via Schoenbar Road, Forest Avenue or Third Avenue Extension. The latter, a project currently under design by the State Department of Transportation and Public Facilities, is intended to relieve traffic congestion on Tongass Avenue thereby generating an estimated 6,900 vehicle trips per day through the territory. Without use of these City streets, the territory is inaccessible.

Given several factors, including existing site development, commercial and residential zoning of the territory, location to downtown Ketchikan and other community facilities, and the future construction of Third Avenue Extension, the territory has a high potential for development. With such development will come the need for essential life/safety and municipal services including law enforcement, fire protection, sewage disposal, potable water and public works. Due to the territory's isolation from other roaded portions of the Borough, these essential life/safety services are simply not available from other governmental agencies. Only the City of Ketchikan is positioned and equipped to effectively provide these basic and necessary life/safety services.

The City of Ketchikan Police Department and the Alaska State Department of Public Safety Detachment A provide law enforcement in the Ketchikan area. Detachment A's area of responsibility is estimated to be 28,320 square miles (from Kake south), resulting in a law enforcement presence of 0.35 Troopers for each 1,000 residence (DCED 1999 Preliminary Report to the LBC Concerning Annexation of 1.2 Square Miles to the City of Ketchikan, page 34). In and around the Ketchikan area, Detachment A primarily patrols outside the City limits along North and South Tongass Highway. Assuming the territory to be the responsibility of the Troopers, any increase in demand for law enforcement to that area would result in a direct decrease in overall public safety to the remaining areas of coverage. The Troopers, in their patrols or responses to calls within the territory would be traveling outside their normal patrol routes, along City streets, likely passing one or more Ketchikan Police Officers along the way.

The Ketchikan Police Department, on the other hand, currently patrols the immediate area adjoining the territory, providing law enforcement protection to the residential neighborhood, community recreation center, ballfields and schools at a presence level of

2.7 Officers for each 1,000 residence. By its existing ability to respond in a prompt and efficient manner, the City of Ketchikan Police Department is better manned and situated to serve the territory to be annexed.

The City of Ketchikan also provides the only available fire protection service in the vicinity of the territory proposed for annexation. The territory is not within a Borough service area or an area served by an independent fire protection agency. The territory's isolation, together with its relatively small size, prohibits the supporting of its own fire department. The City Fire Department is the sole reasonable provider of fire protection.

The territory's need for City services further includes sewage disposal, potable water and other public works services, which again, are unavailable except through the City of Ketchikan. Under an agreement that Mr. Lybrand would support annexation to the City (see Exhibit J-1), the City has extended its sewer collection system and water supply system into the territory.

Finally, the City currently provides numerous areawide services to the territory to be annexed. These services include medical health care facilities, emergency medical services, mental health and substance abuse, civic center, ports and harbors, museum, and funding of community service agencies. It is appropriate for the owners of property in this area to pay for a share of these services as other owners of property who receive the benefit from these services.

Section 4:

The territory proposed for annexation is compatible in character with the city to which annexation is proposed.

The territory proposed for annexation is comprised of both commercial and residential zoned property. Currently undeveloped and uninhabited, it is highly likely that development will occur within the territory as a result of the availability of municipal sewer and water infrastructure from the City and the construction of Third Avenue Extension by the Department of Transportation and Public Facilities.

Development of the territory's residential property is a logical extension of the City's "Bear Valley" residential neighborhood located adjacent to the southeasterly boundary of the territory. Utilizing City infrastructure and services, such residential development would be compatible and in character with the City of Ketchikan.

Development of the territory's commercial property within the territory would be an extension of the commercial/institutional development, which currently exists along the Schoenbar Road corridor. Presently, commercial/institutional development along this corridor includes Schoenbar Middle School, Valley Park Elementary School, Norman Walker Ballfields, the Ketchikan Gateway Borough's and School District maintenance

facilities, the community recreation center, a mini-storage facility, two separate housing/apartment complexes and the State Correctional Facility. Furthering this corridor of commercial/institutional development through the territory, along the Third Avenue Extension, is compatible and in character with the City's existing development.

Section 5:

The economy within the proposed post-annexation boundaries of the city include the human and financial resources necessary to provide essential city services on an efficient, cost-effective level.

The territory to be annexed is approximately 27 acres, representing approximately 1.1% of the City's land base, and is uninhabited. As noted in Sections 2 and 3 of this Brief, the City is best positioned and equipped to provide basic life/safety and other necessary services to the territory. The City Police Department currently patrols the area adjacent to the territory while the City's Fire Department provides protection to the same immediate area. Both water and sewer services have been extended to the territory and are available for use. Negligible costs are expected to be incurred by the City to provide these services to the territory.

The City's current assessed real and personal property valuation is \$491,550,200 generating an estimated \$3.1 million in property tax revenues annually. Given the negligible costs necessary to provide additional services, the City has the human and financial resources necessary to provide essential city services on an efficient, cost-effective level.

Section 6:

The population within the proposed post-annexation boundaries of the city is sufficiently large and stable to support the extension of city government.

The City of Ketchikan has a population of 8,460 people and is one of the more populous communities in the State. The City of Ketchikan has provided essential governmental services for approximately 100 years, the past 39 under home rule powers. The territory to be annexed is approximately 27 acres, representing approximately 1.1% of the City's size, and is uninhabited. For similar reasons stated in Section 5 above, the existing population of the proposed post-annexation boundaries will be sufficiently large and stable to support the extension of city government.

Section 7:

The proposed post-annexation boundaries of the city include all land and water necessary to provide the full development of essential city services on an efficient, cost-effective level.

The proposed post-annexation includes all the lands necessary to provide full development of City services on an efficient and cost-effective basis. Given the City's

existing land base, water base and services provided, the relatively small size of the territory will have negligible affect on the current City's ability to provide for essential services to the post-annexation boundaries. The uninhabited territory will initially require minimal services. As development occurs and additional services are required, any increase in costs to provide the service will be offset by the increase in property and sales tax generated from the territory.

Section 8:

The territory proposed for annexation is contiguous to the City's present corporate boundaries as presumed by 3 AAC 110.130(b). Alternatively, there is a specific and persuasive basis for annexation of non-contiguous territory.

As shown on Exhibit C, the boundaries of the territory proposed for annexation is contiguous to the City's present corporate boundaries.

Section 9:

The proposed post-annexation boundaries of the City include only that area comprising the local community plus reasonably predictable growth, development, and public safety needs during the 10 years following the effective date of annexation as required by 3 AAC 110.130(c).

Property located northerly to the territory consists of wetlands with deep muskeg, making development difficult both in terms of permitting and construction. Property westerly and southerly to the territory is steep in grade and at a higher elevation making construction difficult and expensive. The territory proposed for annexation is partially developed in terms of excavation and fill. The territory will reasonably accommodate growth over the next 10 years.

Section 10:

The proposed post-annexation boundaries of the city exclude entire geographical regions or large unpopulated areas.

The territory proposed for annexation is uninhabited and includes a reasonable geographic region.

Section 11:

The territory proposed for annexation does not overlap the boundaries of any other city.

The only cities within the region of the proposed annexation is the City of Ketchikan and the City of Saxman. The proposed territory for annexation is contiguous to the City of Ketchikan and is in excess of five miles from the boundaries of the City of Saxman.

Section 12:

The annexation will not deny any person the enjoyment of any civil or political right

because of race, color, creed, sex or national origin.

Since the area to be annexed is uninhabited, the annexation will not deny any person civil or political rights because of race, color, creed, sex or national origin. The fact that the owners of the property located within the territory to be annexed are supporting the City's annexation petition is further evidence that the annexation will not deny any person the enjoyment of any civil or political rights.

**EXHIBIT H
AUTHORIZATION**

See attached Ordinance.

THE CITY OF KETCHIKAN, ALASKA
ORDINANCE NO. 99-1422

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KETCHIKAN, ALASKA
AUTHORIZING THE ANNEXATION OF TERRITORY TO THE CITY OF
KETCHIKAN AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has received a request for annexation of the territory shown on the map in Exhibit B, and all three of the non-City owners of property within the territory, George Lybrand, the Ketchikan Gateway Borough and the State of Alaska support annexation of the territory through the following: an agreement with Mr. Lybrand to support annexation, a resolution by the Ketchikan Gateway Borough supporting annexation and a letter from the State of Alaska supporting annexation, all of which are attached as Exhibit C.

WHEREAS, the territory proposed for annexation exhibits a reasonable need for city government as required by 3 AAC 110.090(a); and

WHEREAS, the City is capable of providing "essential city services" (as defined by 3 AAC 110.990(8)) more efficiently and more effectively to the territory proposed for annexation than another municipality as required by 3 AAC 110.090(b); and

WHEREAS, the territory proposed for annexation is compatible in character with the area inside the current boundaries of the City as required by 3 AAC 110.100; and

WHEREAS, the area within the proposed post-annexation boundaries of the City (i.e., the territory proposed for annexation and the area within the existing boundaries of the City) includes the human and financial resources needed to provide essential city services on an efficient, cost-effective level as required by 3 AAC 110.110; and

WHEREAS, the population within the proposed post-annexation boundaries of the City is sufficiently large and stable to support the extension of city government as required by 3 AAC 110.120; and

WHEREAS, the proposed post-annexation boundaries of the City encompass all land and water necessary to provide the full development of essential city services on an efficient, cost-effective level as required by 3 AAC 110.130(a); and

WHEREAS, the territory proposed for annexation is contiguous to the City's present corporate boundaries as presumed by 3 AAC 110.130(b). Alternatively, there is a specific and persuasive basis for annexation of non-contiguous territory; and

WHEREAS, the proposed post-annexation boundaries of the City include only that area comprising the local community plus reasonably predictable growth, development, and public safety needs during the 10 years following the effective date of annexation as required by 3 AAC 110.130(c); and

WHEREAS, the proposed post-annexation boundaries of the City exclude entire geographical regions or large unpopulated areas, except where justified by the application of the city annexation standards in 3 AAC 110.090 - 3 AAC 110.130; and

WHEREAS, the territory proposed for annexation does not overlap the boundaries of any other city; and

WHEREAS, the City has prepared a transition plan concerning annexation in accordance with 3 AAC 110.900; and

WHEREAS, the proposed annexation to the City will not deny any person the enjoyment of any civil or political right, including voting rights, because of race, color, creed, sex, or national origin in accordance with 3 AAC 110.910.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ketchikan, Alaska as follows:

Section 1. Authorization. The City Manager, Karl R. Amylon is authorized to file a petition for annexation with the Alaska Local Boundary Commission. The petition shall propose the annexation of the area generally described as approximately 27 acres located on the westerly side of Bear Valley, beginning at the Schoenbar Road/Forest Avenue intersection and running above and parallel to Fairy Chasm Road, containing the Forest Avenue Extension right-of-way, Tract 1004, Utica Lode and Tondawanda Lode. The petition shall propose that the territory be annexed to the City of Ketchikan. The legal boundary description of the area proposed to be annexed is attached hereto as Exhibit A and shown on the map attached hereto as Exhibit B, all of which exhibits are incorporated herein by this reference.

Section 2. Certification. All owners of property within the area sought for annexation, including surface and subsurface estate and all registered voters residing in the area proposed for annexation have requested, in writing, attached as Exhibit C, that annexation of the territory occur.

Section 3. Petitioner's Representative. The City Manager, Karl R. Amylon is designated as the representative of the City for all matters relating to the annexation proceedings.

Section 4. Terms and Conditions. The annexation will be on the following terms and conditions:

Effective July 1, 2000, all real and personal property within the territory to be annexed will be subject to real and personal property taxes levied by the City. Effective July 1, 2000, all commercial activities conducted within the territory to be annexed will be subject to sales and transient taxes levied by the City. Should there be a delay in the initiation of services described below, the imposition of these taxes will be delayed until the date such services are provided. Any delay in the imposition of these taxes will not affect the date upon which services commence.

Not later than July 1, 2000, the City will extend all services currently funded by City real and personal property, sales and transient occupancy taxes. Such services include the following:


- Police Protection
- Fire Protection
- Emergency Medical Services
- Emergency Dispatch Services
- Hospital Services
- Human Services (mental health and substance abuse)
- Streets and Storm Drains Maintenance
- Solid Waste and Recyclables Collection and Disposal
- Public Works Engineering (including building code enforcement)
- Municipal Facility Maintenance
- Harbors
- Port of Ketchikan
- Library
- Museum
- Civic Center
- Cemetery

All other terms and conditions for the annexation will be as described in the annexation petition filed with the Alaska Local Boundary Commission with all amendments thereto and will, after annexation, remain in effect subject to such changes as this council may determine.

Section 5. Effective Date. This ordinance shall become effective one month after its final passage and publication.

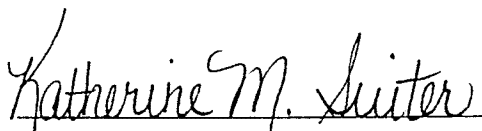
PASSED IN FIRST READING November 18, 1999

FINAL PASSAGE December 2, 1999



 Bob Weinstein, Mayor

ATTEST:


 Katherine M. Suiter
 City Clerk

EFFECTIVE DATE: JANUARY 1, 2000			
ROLL CALL	YEA	NAY	ABSENT
BUTLER	X		
COYNE	X		
HARPOLD	X		
WEST	X		
NORTON	X		
L. WILLIAMS	X		
S. WILLIAMS	X		
MAYOR			

EXHIBIT I
AFFIDAVIT CONCERNING THE SOURCE
AND ACCURACY OF THE INFORMATION IN THE PETITION

STATE OF ALASKA)
) ss.
KETCHIKAN JUDICIAL DISTRICT)

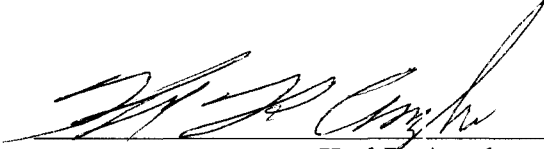
I, Karl R. Amylon, representative of the petitioner for annexation, being sworn, state the following.

1. The metes and bounds description of the territory proposed for annexation presented in Exhibit A of the petition was prepared by Edward Anderson, Office Engineer for the City of Ketchikan.
2. The written legal description of the proposed post-annexation boundaries presented in Exhibit B of the petition was prepared by Edward Anderson, Office Engineer for the City of Ketchikan.
3. The map showing the current boundaries of the City and the territory proposed for annexation presented in the petition was prepared by Betsy Germain, Mapping Technician for the City of Ketchikan.
4. The size of the territory proposed for annexation stated in the petition was prepared by Edward Anderson, Office Engineer for the City of Ketchikan.
5. The enumeration of the population within the current boundaries of the City and the territory proposed for annexation stated in the petition was provided by Jim Voetberg, Assistant City Manager for the City of Ketchikan, who relied on information provided by property owners of the territory.
6. The statement of City taxes provided in the petition was based on information provided by Robert Newell, Jr., Finance Director for the City of Ketchikan.
7. The statement of the value of taxable real and personal property in the City and the territory proposed to be annexed provided in the petition was based on information provided by Robert Newell, Jr., Finance Director for the City of Ketchikan.
8. The statement of the value of taxable sales in the territory proposed to be annexed provided in the petition was based on information provided by Robert Newell, Jr., Finance Director for the City of Ketchikan who relied on information provided by Jim Voetberg, Assistant City Manager for the City of Ketchikan.
9. The statement of other revenues which may accrue to the City as a result of

annexation provided in the petition was based on information provided by Robert Newell, Jr., Finance Director for the City of Ketchikan, who relied on information provided by James Voetberg, Assistant City Manager for the City of Ketchikan.

10. The statement of expenses which the City may incur as a result of annexation provided in the petition was based on information provided by James Voetberg, Assistant City Manager for the City of Ketchikan.
11. The statement of City services provided in the petition was based on information provided by James Voetberg, Assistant City Manager. Richard Leipfert, Fire Chief, Daniel Anslinger III, Police Chief and Harvey Hansen, Director of Public Works and their respective staff, all employees of the City of Ketchikan.
12. The statement in the petition regarding Borough services delivered to the area proposed for annexation was based on information provided by James Voetberg, Assistant City Manager.
13. The statement of extraterritorial City services as provided in of the petition was based on information provided by Steven H. Schweppe, City Attorney for the City of Ketchikan.
14. The statement of City bonded indebtedness provided in the petition was based on information provided by Robert Newell, Jr., Finance Director for the City of Ketchikan.
15. The transition plan presented in the petition was prepared in consultation with the following parties: Richard Leipfert, Fire Chief, Daniel Anslinger III, Chief of Policy, Harvey Hansen, Director of Public Works and their respective staff, all employees of the City of Ketchikan.
16. The federal Voting Rights Act information presented in the petition was prepared by Steven Schweppe, City Attorney for the City of Ketchikan.
17. The information contained in the petition for annexation is complete and factual to the best of my knowledge.

DATED in Ketchikan, Alaska this 17th day of February,
2000.


Karl R. Amylon, City Manager

SUBSCRIBED AND SWORN TO before me on this 17th day of February, 2000.

[notary seal]

Linda Koen Aeger
Notary Public in and for Alaska
My Commission expires: 5/9/01

EXHIBIT J
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION

Information and materials that may be useful to the Department of Community and Economic Development in evaluating the City's petition and in preparing the Department's reports.

- J-1 Agreement between the City and George Lybrand to support annexation
- J-2 Ketchikan Gateway Borough Resolution 1399, supporting annexation
- J-3 Letter from State of Alaska, DOT&PF supporting annexation
- J-4 City's current operating budget
- J-5 City's most recent audit
- J-6 Ketchikan Gateway Borough's most recent comprehensive plan
- J-7 Photographs of the territory proposed for annexation
- J-8 Photographs representing major facilities and services of the City

**EXHIBIT J-1
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION**

Agreement between the City and George Lybrand to support annexation (attached).

FILED IN CITY CLERK'S OFFICE
DATE 11/17/98
NUMBER 98-427

**AN AGREEMENT
BY AND BETWEEN
THE CITY OF KETCHIKAN, ALASKA
AND
GEORGE LYBRAND**

WHEREAS, GEORGE LYBRAND is the owner of certain property approximately and generally described as:

Tract G of Tract 1004, U.S.M.S. 769 as shown on Plat 88-18 filed in the Ketchikan Recording District on June 14, 1998, and also a portion of the Tonawanda Lode and Utica Lode, U.S.M.S. 769

(the Property); and

WHEREAS, GEORGE LYBRAND desires to have the Property annexed to the City of Ketchikan, Alaska; and

WHEREAS, the City of Ketchikan and George Lybrand desire to enter into an agreement for the annexation of the Property and for the orderly extension of sewer, water and street service to the Property.

NOW THEREFORE IT IS AGREED by and between THE CITY OF KETCHIKAN, ALASKA, with offices at 334 Front Street and 2930 Tongass Avenue, Ketchikan, Alaska 99901 (hereinafter "the City" when referring to streets and sewers and "KPU" when referring to water) and GEORGE LYBRAND of 1280 Schoenbar Road, Ketchikan, Alaska 99901:

Section 1: Ownership of the Property. George Lybrand represents and warrants to the City that he is the sole owner of the Property;

Section 2: Assistance to the City's Annexation Efforts. George Lybrand shall assist the City in its efforts to annex the Property to the City. Such assistance includes:

- (a) Signing such affidavits or documents as the City may reasonably request to show his approval of the annexation and his ownership of the Property;
- (b) Describing his plans for the development of the Property and his reasons for annexing to the City;
- (c) Providing preliminary plats, plans, surveys and other documents which show the proposed use of the Property;
- (d) Testifying in support of annexation of the Property and of adjacent land at such hearings held under the authority of the Local Boundary Commission or Department of Community and Regional Affairs;
- (e) Obtaining all necessary approvals for the City's annexation of the Property from lienholders, owners, deed of trust beneficiaries and trustees, mortgagees and others whose interest in the Property is such that the annexation of the Property must be approved by them;
- (f) Requiring that anyone purchasing a part or all of the Property prior to its annexation to the City, must agree to assist the City to the same extent that is required by George Lybrand under this section;
- (g) Providing such other reasonable assistance as requested by the City in preparing a petition for the annexation of the Property and in obtaining approval of the annexation; and

Section 3: City Agrees to Seek Annexation. The City agrees to extend reasonable efforts to file an annexation petition and to seek annexation of the Property. The annexation petition may include other land in the vicinity of the Property;

Section 4: Sewer Main. By December 31, 1998, George Lybrand will, at his sole expense, construct an eight inch ductile iron sewer line, man holes, valves, flow reducers and other sewer improvements (all of which are hereafter collectively referred to as the "sewer main") as located and described in Exhibit A. All such construction shall conform to the designs and plans attached hereto as Exhibit A and to all City or state regulations applicable to the construction of public sewers. The City shall have the right at any reasonable time to inspect the construction and to reject any construction which fails to conform to Exhibit A or which otherwise fails to meet City or state regulations applicable to the construction of public sewers. In the event of a conflict between the designs and plans attached as Exhibit A and applicable City or state regulations, the regulations shall control. At no cost to the City, George Lybrand will dedicate that area marked "Proposed 50' right-of-way" in Exhibit A as a City public street and will dedicate the sewer mains to the City. Upon completion of all sewer main construction in compliance with this section and upon dedication of the proposed 50 foot right-of-way, the City will accept the sewer main as a City public sewer. Work will be deemed completed once it is accepted by the City. Until the sewer main has been accepted by the City pursuant to this section, the sewer main shall not be connected to any service line or be used. Upon acceptance of the sewer main by the City, George Lybrand, his successors and assigns, may use the sewer main subject to all applicable rules, regulations, fees and charges established by the City.

Nothing in this Agreement gives George Lybrand, his successors and assigns, any preference in connecting to or using of the sewer main. George Lybrand, his successors and assigns, shall, at their expense, construct all sewer service lines from the adjacent property to the sewer main subject, however, to applicable City regulations and shall not seek reimbursement from the City or KPU for the cost of installing the sewer main;

Section 5: Water Main. George Lybrand has designed and constructed a ten inch ductile iron water main on the property described in Exhibit A as "Proposed 50' right-of-way" for the full length of the proposed right-of-way under the terms of the Utility Extension/Modification Agreement attached hereto as Exhibit B with design and construction by Lybrand's engineer and contractor. KPU has accepted the design and construction subject to final approval by the State of Alaska, Department of Environmental Conservation (DEC). Except for those costs which KPU has agreed to pay under the Utility Extension/Modification Agreement, George Lybrand will pay all other costs for designing and constructing the water main and all costs for water service lines and shall not seek reimbursement from the City or KPU. George Lybrand will, at his expense, provide all re-design and reconstruction which may be required by DEC for its approval of the water main. George Lybrand has dedicated the water main to the City and will plat the proposed 50 foot right-of-way as a dedicated public right-of-way. George Lybrand, his successors and assigns, may use the water main subject to all rules, regulations, fees and charges established by KPU and DEC. George Lybrand, his successors and assigns, shall, at their expense, construct all water service lines from the adjacent property to the main, subject

to applicable KPU regulations. Nothing in this Agreement gives George Lybrand, his successors and assigns, preference in connecting to or using the water main.

Section 6: Streets. George Lybrand will, at his expense, construct all streets and other street improvements on the Property including all construction needed to connect the street improvements to Schoenbar Road via the secondary bypass right-of-way (all of which are hereafter collectively referred to as "street") and shall not seek reimbursement from the City or KPU. All street designs and construction shall comply with applicable standards for the construction of City streets in accordance with City Resolution 1095 and shall be subject to approval by the City, which approval will not be unreasonably withheld. It is understood that Exhibit A for a proposed 50 foot right-of-way has not been approved by the City except to the extent described in Section 4 for sewer mains. Nothing in this Agreement implies that the City will approve of the design or construction of a public street meeting the description in Exhibit A. The City shall have the right at any reasonable time to inspect the construction and to reject any construction which fails to meet City standards. Nothing in this Agreement requires the City to construct any curbs, sidewalks, paving, lighting or other street accessories or improvements. Nothing in this Agreement requires George Lybrand to construct any paving, curbs, sidewalks, lighting or other street accessories or improvements except to the extent required by City Resolution 1095. The City reserves the right to form a local improvement district to assess the costs of any future street accessories or improvements, including but not limited to street extensions, widening, paving, curbs, lighting and sidewalks. Upon completion of all construction in compliance with this section and upon dedication of the street as a public City street, the City will

accept the street as a public street. Use of the street will be subject to all applicable rules and regulations determined by the City.

Section 7: Warranties and Workmanship. George Lybrand will provide for the assignment to the City and to KPU of all manufacturers warranties for equipment and supplies provided or installed under this Agreement. All construction shall be completed in a good and workman-like manner. George Lybrand shall, at his expense, repair or replace all defective construction.

Section 8: No Recapture of Costs. George Lybrand and the City understand that the sewer main, water main and streets constructed under this Agreement may be extended and/or expanded to provide service or access to other land beyond the boundaries of the Property. It is understood that the decision whether or not to extend or expand shall be made solely by the City and KPU. No payment will be made to George Lybrand by the City, KPU, other property owners or any other persons for expanding, extending, connecting to or using such sewer mains, water mains and streets constructed under this Agreement. George Lybrand waives any and all such fees, even if he would otherwise be entitled to any such fees under the rules or regulations of the City, KPU or any other governmental agency. Nothing in this Agreement limits the City's right to form local improvement districts or to assess the Property for any future expansions, additions, repairs and replacements of the street, sewer and water main improvements described herein.

Section 9: Successors and Assigns. The covenants, agreements and obligations herein contained shall extend to bind and insure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

Section 10: No Joint Ventures. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 11: No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any person other than George Lybrand and the City any legal or equitable right, remedy or claim under this Agreement, but it shall be held to be for the sole and exclusive benefit of George Lybrand and the City.

Section 12: Entire Agreement. This Agreement and any schedules, appendices or exhibits attached hereto sets forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Nothing in this Agreement extends to electric, telephone or other utilities or services. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete, and exclusive statement of the agreement between the parties.

Section 13: Severability. In the event any provision of this Agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 14: Law Applicable. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any

KPU ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 13th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN MAGYAR, to me known to be the **Utilities Manager** of the CITY OF KETCHIKAN d/b/a KETCHIKAN PUBLIC UTILITIES, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed and sealed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public
Korry L. Olsen
State of Alaska

Korry L. Olsen
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 7/31/2002

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

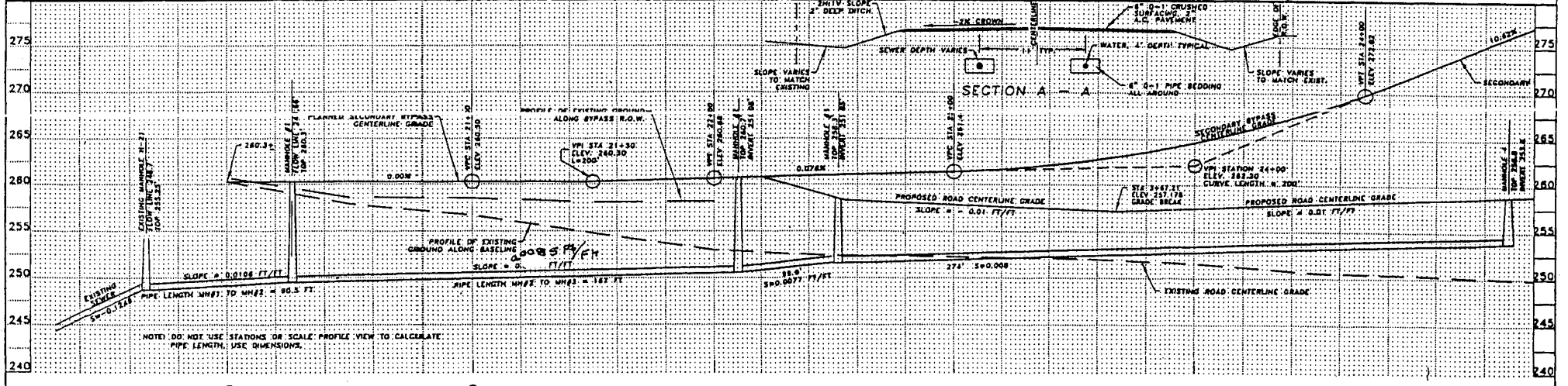
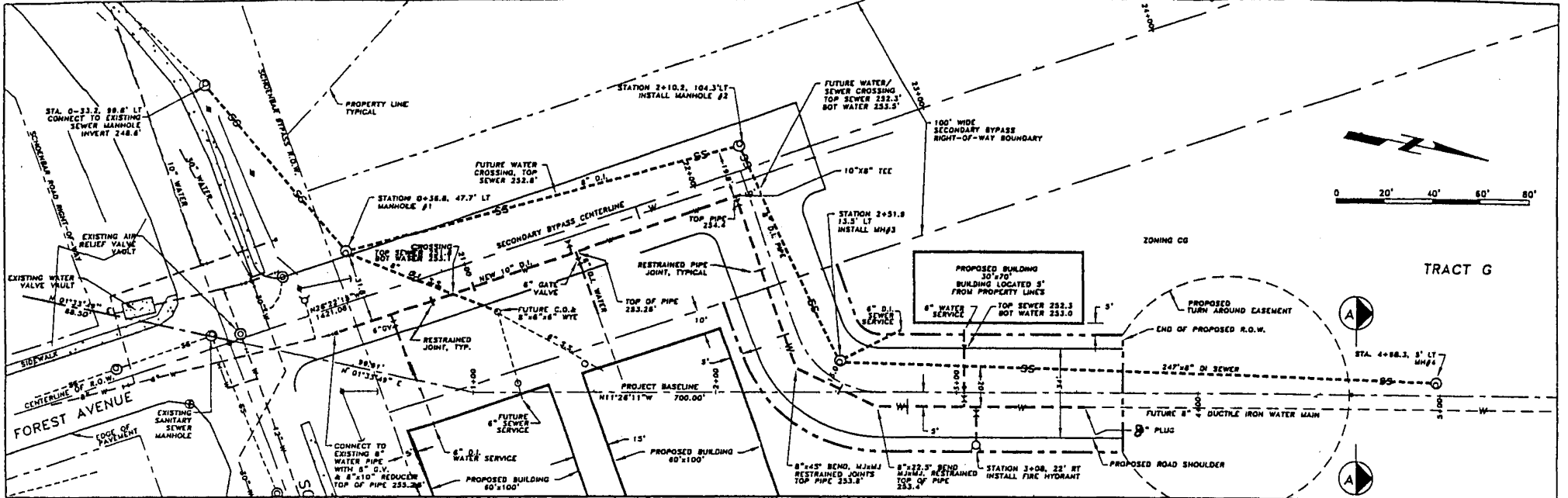
THIS IS TO CERTIFY that on this 1st day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared GEORGE LYBRAND to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

Notary Public
Korry L. Olsen
State of Alaska

Korry L. Olsen
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 7/31/2002

RETURN ORIGINAL TO: CITY OF KETCHIKAN
334 FRONT ST,
KETCHIKAN, AK 99901
ATTN: CITY CLERK



10-16-88 1 AS-BUILT CERTIFICATION 8-12-88 1 AS-BUILT UTILITIES Date No. Description REVISION		Designed TSS Drawn TSS Checked GL	Approved: GEORGE LYBRAND Scales AS NOTED Date 7/7/98 Project No. 982378	8/29/98 SOUTHEAST ENGINEERING INC. BOX 8278 KETCHIKAN, AK 99901	Project: BEAR VALLEY PROPERTY DEVELOPMENT	Sheet Description: SEWER & WATER	Sheet No. 2
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EXHIBIT A



UTILITY EXTENSION/MODIFICATION
AGREEMENT

BOOK 0296 PAGE 591

This agreement made this 24th day of July, 1998, between the City of Ketchikan, Alaska d/b/a Ketchikan Public Utilities, a first class, home rule municipality, (hereinafter referred to as "KPU") whose address is 2930 Tongass Avenue, Ketchikan, Alaska 99901, and Southeast Engineering whose address is P.O. Box 8278, Ketchikan, Alaska 99901 (hereinafter referred to as "the Customer").

WHEREAS, the Customer has applied to KPU for the extension or modification of utility service to the premises (hereinafter referred to as "the Premises") described in Exhibit A (a copy of which is attached hereto and incorporated herein by reference); and

WHEREAS, KPU is willing to extend to or modify for the Premises that utility service generally and preliminary referred to in Exhibit A provided, however, that the Customer pays the costs for such extension or modification except as defined in Exhibit B below and complies with all rules and regulations applicable to KPU customers, and further provided that the design and construction of the extension or modification are acceptable to KPU; and

WHEREAS, the Customer is willing, under the terms and conditions of this Agreement, to pay the costs of design, material, labor, administration and other costs to extend or modify utility service except as defined in Exhibit B below.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE CUSTOMER AND KPU AS FOLLOWS:

- 1) **Design.** The utility extension or modification generally and preliminary referred to in Exhibit A may be designed by KPU or by an engineer retained by the Customer and approved by KPU. For purposes of this Agreement "design" means all plans, specifications, contract documents, bid documents, surveys, reports, studies, tests and other preparation (excluding, however, acquisition of easements, rights-of-way and government permits) which KPU determines to be necessary for the construction of the KPU owned, public utility extension or modification, and for the construction and installation of all equipment, materials, facilities, and parts for such extension or modification.
- 2) **Design Standards.** The utility extension or modification shall be designed at Customer's expense except as defined in Exhibit B below. To meet all applicable codes, engineering standards and such other requirements as may be required by KPU. KPU shall have full control and discretion over all design decisions. Regardless of who designs the utility extension or modification, KPU may, at the Customer's expense, require that the utility extension or modification be designed and constructed in such a manner as to:
 - (a) Improve service to other KPU customers;
 - (b) Facilitate and reduce the cost for the extension or modification of any service to future KPU customers or to other KPU customers; and/or

- (c) Improve the use, maintenance, accessibility or efficiency of KPU operations and facilities.

For the above purposes, KPU may require that the extension or modification be designed and constructed at Customer's expense for capacities, sizes, volumes, materials, designs, locations and uses different or greater than necessary for the Customer's needs. The Customer understands and agrees that in addition to the minimal design and construction necessary to provide the utility extension or modification requested by the Customer, the Customer shall pay for such additional design and construction except as defined in Exhibit B below as KPU may determine to be useful for the purposes set forth above.

- (3) **Design by KPU.** Unless otherwise provided in Exhibit A, all design work shall be performed at the Customer's expense by KPU or an engineer retained by KPU. Design work shall be performed at such times and on such schedule as determined by KPU, and may be delayed or terminated in KPU's discretion. Any work performed by KPU in obtaining rights-of-way, easements or permits may in KPU's discretion be added to the design costs paid by the Customer. The cost of design work shall be based on the rates set forth in Exhibit A plus KPU's costs and expenses. If KPU constructs the utility extension or modification, the Customer shall pay design costs only as provided under Section 6. If the utility extension or modification is constructed by Customer or its contractor, payment for design work by KPU shall be due in full upon the commencement of construction.
- (4) **Design by Customer's Engineer.**
- (a) If provided for in Exhibit A, the design of the utility extension or modification may be performed pursuant to a contract between the Customer and an engineer selected by the Customer and approved by KPU. All costs of such design shall be paid by the Customer to the engineer. The engineer shall design the extension or modification in full compliance with all requirements of Section 2 (Design Standards) and such other requirements as directed by KPU.
- (b) No construction of a utility extension or modification shall begin until the design has been approved in writing by KPU and ADEC. Such approval shall not, however, be deemed to warrant, represent or indicate that the design is adequate, safe, or complete, or that the utility extension or modification will be accepted by KPU if constructed according to the design. Responsibility for adequacy, safety, completeness or acceptability of the design shall remain with the Customer's engineer and the Customer. The Customer's engineer, at Customer's expense, shall provide all additional design which may become necessary due to changed conditions and differing site conditions. Such additional design must be approved by KPU prior to construction. The Customer shall pay for all revisions or changes in the design which KPU may require.

- (c) All design contracts shall be submitted to KPU for its approval and shall extend to KPU such warranties, bonding requirements, insurance and indemnification's as KPU may require. KPU shall be shown as an additional insured on all insurance coverage.
- (d) The Customer and its engineer shall appear, defend and indemnify and hold KPU, its agents, officers, employees, contractors and engineers harmless from any damages, claims, liabilities, penalties, fines, attorney fees, injuries, deaths, losses or costs, arising from or related to:

any act or omission by the Customer, its officers, agents and employees, and/or its engineers and their subcontractors, officers, agents and employees, and

any defect, negligence or inadequacy in the design of the utility extension or modification;

regardless of whether such damages, claims, liabilities, penalties, fines, attorney fees, injuries, deaths, losses or costs in part arise from or are related to the negligence of KPU, its agents, officers, employees, contractors and engineers. KPU, its officers, agents, employees, contractors and engineers shall not be held liable for any such damage, claims, liabilities, penalties, fines, attorney fees, injuries, deaths, losses or costs.

- (5) **Construction.** The utility extension or modification shall be constructed either by KPU under Section 6 or by the Customer under Section 7. For purposes of this Agreement "construction" means all work, building, labor, material, equipment, facilities, parts, supplies, excavation, acquisition and installation for the utility extension or modification and its connection to KPU's existing facilities, but unless otherwise provided in Exhibit A, shall not include improvement, equipment or alternations which are not for public use or which are necessary for the Customer to connect to or make use of the utility extension or modification.
- (6) **Construction by KPU.** Unless otherwise provided in Exhibit A, KPU shall construct the utility extension or modification. The following terms and conditions shall apply only to construction by KPU under this Section:
- (a) **Cost estimate.** Prior to the commencement of construction by KPU, KPU will provide the Customer with a written estimate for all design and construction of utility extension or modification which has and will be performed by KPU. The written estimate shall be either mailed to or personally delivered to the Customer or the Customer's agent. If within thirty (30) days from the date the cost estimate is mailed or delivered, the Customer has both directed KPU to proceed with construction and wither has paid KPU an amount equal to one hundred percent (100%) of such estimated cost, or, where permitted by the Ketchikan Municipal Code ("KMC") and agreed to by KPU, has entered into a written agreement with KPU to make and secure such payment, then KPU will proceed to construct

the utility extension or modification. KPU may amend the estimate at any time prior to the Customer's payment or prior to KPU's approval of a written agreement to pay.

- (b) **Failure to timely authorize construction or pay.** In the event the Customer fails to either timely authorize and pay KPU or fails to enter into a written agreement for payment and security when permitted by the KMC and agreed to by KPU, all of the following shall result:
- (i) The estimate shall become invalid;
 - (ii) The Customer shall have no obligation to pay for any design performed by KPU under Section 3 or any estimating work by KPU unless a new agreement for extending or modifying service is reached;
 - (iii) KPU shall have no obligation to further design, construct or provide the utility extension, modification or service; and
 - (iv) This Agreement shall automatically terminate without notice.

The Customer will have failed to make timely authorization, payment or agreement unless both the authorization and the required full payment or required written agreements have been received by KPU within thirty (30) days from the date the cost estimate is delivered or mailed.

- (c) **Adjusting for actual cost.** KPU shall, upon completion of construction of the utility extension or modification, determine KPU's actual cost of design and construction of such utility extension or modification. KPU shall provide the Customer with notice of such actual costs. In the event the actual cost is less than the estimated written cost estimate, KPU shall remit the overpayment to the Customer. In the event the actual cost as determined by KPU is greater than the written cost estimate, the Customer shall, within ten (10) days, pay such greater amount up to a maximum total payment to KPU of one hundred ten percent (100%) of the written cost estimate provided, however, that if the Utilities Manager determines that the increased costs are due to circumstances which were not reasonably foreseeable by KPU at the time the estimate was made or are due to the Customer's acts of omissions, then the Customer shall, within ten (10) days, pay all of KPU's actual costs as determined by KPU. All amounts not paid by the Customer within ten (10) days shall accrue interest at the rate of ten percent (10%) per annum. If KPU and the Customer have previously entered into an agreement for installment payments of the estimated cost, the agreement and the security agreement shall be amended to provide for any remittance or additional payment.

(d) **Scheduling and performance of work.**

- (i) At KPU's discretion, the construction of the utility extension or modification may be performed either by KPU personnel or by a contractor of KPU's choosing. The Customer, at its expense, shall provide such access, construction easement, temporary storage of equipment and material and other assistance as necessary for the construction and shall permit such alternation, excavations, and construction as the design requires.
- (ii) Construction shall be performed according to designs provided under either Section (3) or (4). In the event design was performed under Section (4), the Customer and its engineer shall retain responsibility for the adequacy and completeness of the design.
- (iii) KPU shall have sole control over the scheduling and performance of the work. KPU, its officers, agents, employees, or contractors shall have no liability to the Customer for any damages, costs, losses, or liabilities arising from any delay in extending or modifying utility service regardless of whether such damages, costs, losses or liabilities are caused in whole or in part by the negligence of KPU, its agents, officers, employees, engineers, or contractors. KPU, its officers, agents, employees, engineers and contractors make no warranties or representations that the utility extension or modification will be completed by any date. The Customer waives any and all claims it may have arising from any delay in the construction or completion of the work. Except as provided in subsection 6 (c), all construction shall be performed at the Customer's sole expense.

(7) **Construction by Customer's Contractor.** If provided in Exhibit A, the utility extension or modification shall be constructed by the Customer or by a contractor retained by the Customer subject to the following terms and conditions:

- (a) **Responsibility for construction.** The Customer shall at its sole expense as defined in Exhibit B below construct or contract for the construction of the utility extension or modification. All such construction shall be performed by a contractor approved by KPU or, with KPU's approval, the Customer may perform the construction. All construction contracts shall be submitted to KPU for its approval and shall extend to KPU such warranties, bonding requirements, insurance and indemnification's as KPU may require. KPU shall be shown as an additional insured on all insurance coverage. If the Customer constructs the utility extension or modification, the Customer shall provide KPU the same warranties, bonding requirements, insurance and indemnification requirement. Any contract or subcontract for construction, material, equipment, supplies or services shall specifically acknowledge that KPU is not responsible for any payments to or claims by the contract, the

Customer, or their suppliers, employees and subcontractors. The Customer shall be solely responsible for assuring that the construction is performed in compliance with KPU approved designs and in compliance with all code, standards, or KPU requirement. The Customer shall notify KPU two (2) weeks in advance of the commencement of construction. No construction shall begin until KPU has approved final designs. KPU may require completion of construction within such time as KPU determines. All construction shall be made available for inspection by KPU. The Customer shall provide KPU with notice of any construction which will be buried, covered or otherwise concealed and will delay construction for such time as determined by KPU for the inspection of such buried, covered or concealed construction. Any construction which is buried, covered or otherwise concealed and which has not been inspected by KPU shall, in KPU's discretion, be re-exposed for inspection at Customer's expense. The Customer shall, at its cost, provide all construction inspection and supervision to assure compliance with designs, plans and specifications. The Customer shall be responsible for and bear the cost of compliance with all laws including, but no limited to, any laws which may be applicable concerning prevailing or minimum wages on public works and contracts.

- (b) **Acceptance of construction.** It is understood that KPU will not accept any construction and will not provide utility service until KPU has inspected the construction and has determined that it meets KPU requirements. Any inspection, determination or approval by KPU is for the sole convenience of KPU only. By inspecting, approving, accepting or using the design and construction, KPU does not and shall not be deemed to represent or warrant that the design or construction thereof is adequate, safe, sufficient or satisfactory. Inspection, approval, acceptance or use of the design or construction shall not be deemed a waiver of any of KPU's rights under this Agreement. The Customer shall remain solely responsible for the safety, adequacy, or sufficiency of the construction, and shall remain solely responsible even after KPU has accepted ownership and use. In the event that any construction is determined to be inadequate, unsafe, insufficient or unsatisfactory after it has been inspected, accepted, approved and/or used by KPU, the Customer shall pay all costs for repair, replacement or reconstruction.
- (c) **Indemnity.** The Customer and its contractor shall appear, defend and indemnify and hold KPU, its agents, officers, employees, contractors and engineers harmless from any damages, losses, claims, liabilities, penalties, fines, attorney fees, injuries, deaths, losses or costs arising from or related to:
- (i) Any act or omission by the Customer, its officers, agents and employees, and its contractor and their subcontractors, officers, agents and employees; and

- (ii) Any defect, negligence or inadequacy in the construction of the utility extension or modification; regardless of whether such losses, claims, damages, liabilities, penalties, fines, attorney fees, injuries, deaths, losses or costs in part arise from or are related to the negligence of KPU, its agents, officers, and employees. KPU, its officers, agents, employees, contractors and engineers shall not be held liable for any such claims, liabilities, penalties, fines, attorney fees, injuries, deaths, losses or costs.
- (8) **No warranties.** KPU MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO THE SUITABILITY, FITNESS OR ADEQUACY OF THE DESIGN OR CONSTRUCTION OF THE UTILITY EXTENSION OR MODIFICATION. In addition, the Customer shall have no claim or cause of action against KPU, its agents, officers, employees, engineers, and contractors for any lost business, lost profit, lost rent, lost wages, lost opportunity, lost usage, or lost utility service which arise from or relate to any delay, defect, inadequacy, error or insufficiency in the design or construction regardless of whether caused in whole or in part by the negligence of KPU, its agents, officers, employees, engineers and contractors.
- (9) **Improvements to Customer's Property.** Unless otherwise provided in Exhibit A, the Customer shall be solely responsible for all improvements, equipment or alterations which the Customer may need to connect to KPU's utility line or to make use of the utility extension or modification. Designs, estimates, construction and any other services, materials and equipment provided by KPU are limited solely to facilities to be owned by KPU and to be available through KPU for public use. Nothing in this contract shall obligate KPU in any way for private improvements, equipment or alternations.
- (10) **Ownership of Facilities.** The utility extension or modification whether designed or constructed by the Customer or by KPU shall become the sole and exclusive property of KPU upon acceptance of construction by KPU and the Customer shall not assert any claim use, or right or interest therein except for such rights as are given by the Ketchikan Municipal Code in general to KPU utility customers. The Customer shall upon request provide KPU with whatever documentation including, but not limited to lien waivers, bills of sale, and partial releases of deeds of trust and mortgages as KPU may request to prove or establish KPU's ownership and rights. The Customer shall not permit any liens or encumbrances to be placed upon the utility extension or modification or any construction. The Customer warrants to KPU that the utility extension or modification and any construction thereto will be free and clear of any liens, encumbrances or claims at the time of KPU's acceptance.
- (11) **Rights-of-way and Government Permits.** The Customer, as grantor, shall, at no cost to KPU, grant and convey to KPU, in such forms as approved by KPU, such easements or other interests on, over, under, across, and in the Customer's real property as deemed necessary or convenient by KPU to provide for the construction, maintenance, repair, replacement, reconstruction, and use of the utility extension or modification. Unless otherwise provided in Exhibit A, the Customer

shall, at the Customer's expense, obtain all easements and rights-of-way in such form as approved by KPU for the construction, maintenance, repair, replacement, reconstruction and use of the utility extension or modification on, over, under, across and in real property that is not owned by the Customer. Unless otherwise provided in Exhibit A, the Customer shall at its expense obtain all permits required by governmental agencies.

- (12) **Utility Service.** Upon acceptance of the construction, KPU will, subject to the Customer's continuing payment of KPU's utility charges, fees and deposits, and subject to applicable existing and future laws, rules regulations, limitations from liability, exception, immunities, and policies governing KPU's activities provide the utility service described in Exhibit A.
- (13) **Adequacy of Utility Extension or Modification.**
- (a) KPU makes no warranties or representations that the utility extension or modification contemplated by this Agreement or designed and constructed will be adequate for the customer's need or will be compatible with the customer's facilities or equipment. It is the Customer's sole responsibility to independently determine its needs and to independently obtain all information, labor, facilities and equipment necessary for the Customer to connect to and to use the utility extension or modification. **The Customer understands and agrees that KPU, its officers, agents, employees, contractors and engineers shall have no liability for any comments, advice, proposals plans or suggestions which KPU, its officers, agents employees, contract engineers and contractors have presented or may present to the customer concerning the Customer's needs, alternatives, facilities or equipment.**
- (b) The customer further understands and agrees that construction of the utility extension or modification may require or may result in temporary, accidental, unscheduled or intentional fluctuation, interruptions or surges in utility service to the customer and the Premises. During the construction of the utility extension or modification, the Customer agrees that it will not:
- (i) Keep or store any property;
 - (ii) Will not conduct or permit to be conducted on the Premises any activity; and
 - (iii) Will not keep or operate any property

which may suffer or result in damage, injury, death or loss due to temporary, unscheduled or planned fluctuations, interruptions or surges in utility service. The Customer indemnifies and hold KPU, it agents, officers, employees and contractors harmless from any damages, costs, losses,

claims, liabilities, penalties, fines, attorney fees, injuries or deaths occurring on the Premises arising from or related to any such fluctuations, interruptions or surges regardless of whether such fluctuations, interruptions, or surges are caused in part by the negligence of KPU, its agents, officers, employees, engineers, and contractors.

- (14) Hazardous, Toxic, and Polluting Materials. The Customer warrants and represents to KPU that the Premises and any other of the Customer's property which will be occupied or used by KPU, its officers, agents, employees, contractors or engineers pursuant to this Agreement are free from any and all substances which are illegal, hazardous, toxic, or polluting or the depositing, storage or use of which are regulated or prohibited by federal or state law. The Customer indemnifies, and holds KPU, its officers, agents, employees, contractors and engineers harmless from any damage, costs, losses, liabilities, injuries, deaths, fines and penalties arising from or related to the existence of such substances on the Premises or on such property.
- (15) Information. The Customer shall at KPU's request provide all information and documents relating to the line extension or modification. The Customer shall, upon discovery, immediately disclose to KPU any conditions (including soil, subsoil, hazardous, polluting and toxic conditions), legal restrictions or other information which the Customer knows or should know will have an affect on the design, construction, cost, or use of the utility extension or modification.
- (16) Equality of Utility Service. It is understood that nothing in this Agreement gives the Customer any preference, priority, or other advantage over other of KPU's customers. It is further understood that the purpose of this Agreement is only to provide the means by which the Customer can gain access to KPU utility service under the rules, regulations, rate structure, and policies which are or which hereafter become applicable. Nothing in this Agreement exempts the Customer from any rule, regulation, law or policy governing KPU's operations or from any future changes to such rule, regulation, law or policy. Nothing gives any preference or priority to the utility extension or modification contemplated by this Agreement.
- (17) Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either delivered personally or sent by prepaid, first class mail to the address provided on page 1 of this Agreement. Notice as herein provided shall be deemed to have been duly made and given when delivered or mailed personally, or upon the date of mailing if mailed as provided in this section. For purposes of this Agreement, notice has been deemed to have been delivered or mailed personally on the customer if it has been delivered to the Customer's agent.
- (18) Termination.
- (a) This Agreement may be terminated in whole or in part by KPU for cause in the event of failure by the Customer to fulfill any of the terms and

conditions of this Agreement by giving not less than five (5) days written notice of intent to terminate. This Agreement may also be terminated by KPU for KPU's convenience by giving the Customer not less than five (5) days written notice of intent to terminate. In the event KPU terminates this Agreement for KPU's convenience, KPU shall pay to the Customer any payments made by Customer to KPU under Section (6) or such costs as Customer has incurred or expended to the date of termination in design or construction under Sections (4) or (7) and KPU shall have no further liability to the Customers. In the event KPU terminates this Agreement for cause, the Customer shall pay to KPU all amounts which KPU has incurred or expended in the design and construction, and Customer shall bear all other costs.

- (b) The Customer may terminate this Agreement with five (5) calendar days prior written notice to KPU by paying to KPU an amount equal to all the costs and liabilities incurred or expended by KPU under this Agreement to the date of termination.
 - (c) This Agreements shall also terminate automatically without notice under the circumstance described in paragraph (6) (b).
- (19) Entire Agreement. This Agreement, Exhibit A, and all drawings, plans, plats, and other documents attached to Exhibit A set forth all the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or unless otherwise provided by this Agreement. This section shall not, however, limit or restrict KPU in the exercise of its rights to make such changes in design and construction as permitted by this Agreement, and shall not limit or restrict KPU from unilaterally making such changed in Exhibit A and the drawings, plans, plats, or other documents attached to Exhibit A as KPU deems desirable.
- (20) Applicable Law. The laws of the State of Alaska and the Ketchikan Municipal Code shall govern the validity, interpretation, performance, and enforcement of this Agreement. The invalidity or unenforceability of any term, phrase, or provision of this Agreement shall not affect or impair any other terms, phrases, or provisions. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement shall be the appropriate court sitting in the City of Ketchikan, First Judicial District, State of Alaska.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

CITY OF KETCHIKAN d/b/a
KETCHIKAN PUBLIC UTILITIES

John A. Magyar
John A. Magyar
KPU General Manager

ATTEST

Katherine M. Suiter
Katherine Suiter
City Clerk

George Lybrand
George Lybrand

KPU ACKNOWLEDGMENT

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT) ss

THIS IS TO CERTIFY that on this _____ day of _____, 199__, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared JOHN A. MAGYAR, to me known to be the KPU General Manager of the CITY OF KETCHIKAN d/b/a KETCHIKAN PUBLIC UTILITIES, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed and sealed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

CITY CLERK ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 24th day of July, 1998, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **KATHERINE SUTTER** to me known to be the City Clerk of the **CITY OF KETCHIKAN d/b/a KETCHIKAN PUBLIC UTILITIES**, a municipal corporation, the corporation which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation; who acknowledged to me that she signed and sealed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC
STATE OF ALASKA
Dorene D. Cuplin

Dorene D. Cuplin
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 02/18/2001

CORPORATE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 23rd day of July, 1998 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared George Lybrand to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

OFFICIAL SEAL
PAMELA VANNING
NOTARY PUBLIC-STATE OF ALASKA
My Comm. Expires 10/5/99

Pamela Vanning
NOTARY PUBLIC FOR ALASKA
My Commission Expires: 10-5-99

UTILITY EXTENSION OR MODIFICATION

EXHIBIT A

Utility Extension or Modification

Description

Electric _____
Telephone _____
Water _____

Premises to which utility is to be extended or for which it is to be modified: (USS)
Water Main Extension to New Facility

Generalized and Preliminary Description of the Utility Extension or Modification:
USS 769, Tract 1004, Tract F (Also known as the Secondary Bypass Right of Way) and extending onto a portion to
Tract G within a dedicated Right of Way.

Maps and drawings attached as _____ are incorporated herein.

Note: Scope of Work may be unilaterally changed by KPU.

- Design will be performed by:
[] KPU - Telephone
[] KPU - Electric
[] Other engineer

If other engineer, provide name, address and telephone number here:

Southeast Engineering, P.O. Box 8278, Ketchikan, Alaska--(907) 225-6513

Will KPU obtain any easements or rights-of-way [] Yes [] No

government permits: [] Yes [] No

If yes, the easements, rights-of-way or permits are:

ADEC Plan Review

UTILITY EXTENSION OR MODIFICATION

EXHIBIT B

As provided in the KMC 11.06.040 "Exceptional Cases", KPU has determined that the application of the provisions of the standard Utility Extension/ Modification Agreement appear to be inequitable to the applicant (use of materials that are larger than necessary to serve the applicant and designed to serve an area not yet developed which lays beyond the property the applicant requests to be served).

KPU and Southeast Engineering jointly agree that:

1. The design of the water and sewer mains for the planned line extension including plan and profile sheets will be prepared by Southeast Engineering. The sewer and water mains will be designed to meet Public Works and ADEC standards including proper allowance for construction of a future separate water main from the Schoenbar/ Forest Avenue intersection to the proposed Third Avenue Extension. Recognizing that Public Works has the sole authority for review and approval of sewer and storm drain plans, KPU's only interest is that the design provides adequate separation for planned future water and sewer mains.
2. KPU will provide all the necessary valves, 6-inch and larger, and one hydrant for this line extension. All materials to be installed by Southeast Engineering. KPU will pay for all necessary water-related permits including the water plan review fees by ADEC.
3. As provided in our long-range Comprehensive Water Plan, KPU requests that the portion of the new water main constructed along the Forest Avenue Extension be increased in size from 6-inch to 10-inch. This will allow for future expansion of the Highlands Pressure Zone above Fairy Chasm.
4. Southeast Engineering will prepare an estimate of the additional material cost for this increase in diameter from 6-inch to 10-inch for KPU's review and approval.
5. When the Third Avenue Extension is constructed, KPU plans to have a 16-inch main connecting to the Main Pressure Zone at the intersection of Schoenbar and Forest Avenue built.
6. Recognizing that it would be impractical to drill and shoot for this future 16-inch water main adjacent to the planned sewer and 10-inch water mains being constructed as part of this line extension, Southeast Engineering has already excavated in the proposed area and discovered no rock, just muskeg. When

constructed, it will require over-excavation and placement of foundation gravel. No additional blasting will be required.

7. After KPU's approval of Southeast Engineering's cost proposals for the additional design work and the size increase to a 10-inch water main, the total amount which KPU will contribute to this project will be \$ 8,516 and those materials described in Item 2 above. KPU will not be responsible for any additional costs in excess of \$8,516 unless written agreement occurs between the parties prior to the additional work commencing.

000699
KETCHIKAN
RECORDING DISTRICT

93^{cc}

1999 FEB 17 PM 3:35

REQUESTED BY

*City of
Ketchikan*

**EXHIBIT J-2
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION**

Ketchikan Gateway Borough Resolution 1399, supporting annexation (attached).

KETCHIKAN GATEWAY BOROUGH

RESOLUTION NO. 1399 Amended

A RESOLUTION OF THE ASSEMBLY OF THE KETCHIKAN GATEWAY BOROUGH, ALASKA, SUPPORTING ANNEXATION OF 1.83 ACRES OF BOROUGH OWNED PROPERTY AND APPROXIMATELY 20 ACRES OF PRIVATE PROPERTY IN BEAR VALLEY INTO THE CITY OF KETCHIKAN AND SUPPORTING DESIGNATION OF A FUTURE RIGHT-OF-WAY UPON BOROUGH LAND; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

A. The Ketchikan Gateway Borough owns and manages approximately 1.83 acres of property outside the Ketchikan city limits known by assessor's parcel number 300-1311-000-100 and as a part of USMS 0769 Remainder Portion of Utica Lode; and

B. Mr. George Lybrand owns approximately 20 acres of land known as a fraction of USMS 0769, Tract 1004, Tract G, including portions of Tonawanda Lode and Utica Load as shown on Plat 88-18, filed on June 14, 1988. Mr. Lybrand and the City of Ketchikan desire annexation of this property and the Borough's property into the City; and

C. The City of Ketchikan owns a portion of USMS, Tract 1004, Tract F, also known as the Secondary Bypass Right-of-Way; and

D. Annexation of the Borough owned property along with Mr. Lybrand's property would avoid establishing the Borough's property as an island of Borough owned and managed land within the Ketchikan city limits;

E. The Ketchikan Gateway Borough has no objection to annexation of the above described as shown on the attached exhibit "A"; and

F. Designation of a right-of-way across the Borough owned property connecting the property owned by Mr. Lybrand and the existing, paved Fairy Chasm Road may provide efficient traffic circulation in this neighborhood.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE FACTS, IT IS RESOLVED BY THE ASSEMBLY OF THE KETCHIKAN GATEWAY BOROUGH, ALASKA as follows:

Section 1: That the Ketchikan Gateway Borough does not object to annexation of USMS 0769 Remainder Portion of Utica Lode, a fraction of USMS 769, Tract 1004, Tract G, including portions of Tonawanda Lode and Utica Load, and Tract F of Tract 1004, Secondary Bypass Right-of-Way, according to Exhibit "A", into the City of Ketchikan.

Section 2: That the Borough Manager is authorized to represent to the Local Boundary Commission that the Ketchikan Gateway Borough supports annexation of USMS 0769 Remainder Portion Utica Lode, a fraction of USMS 769, Tract 1004, Tract G, including portions of Tonawanda

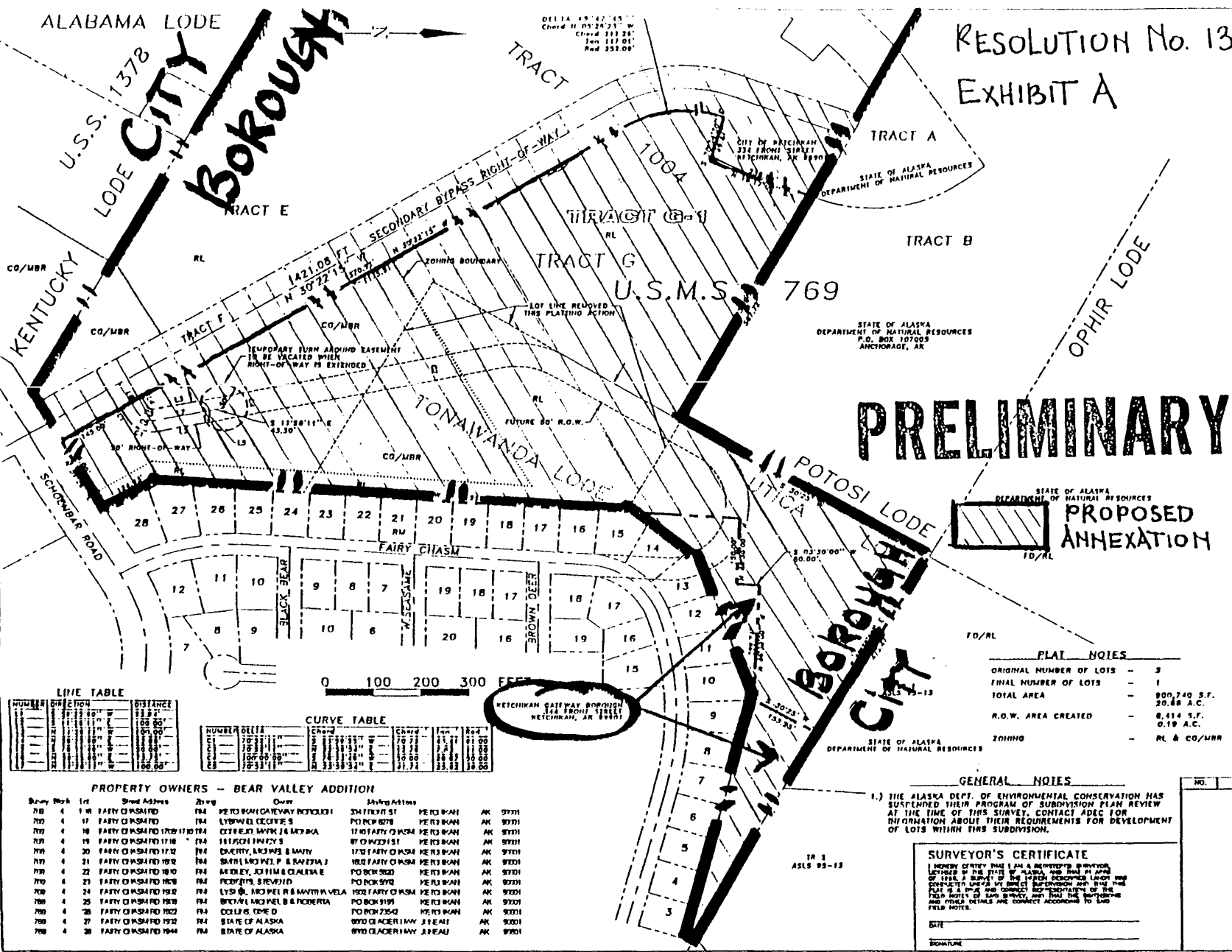
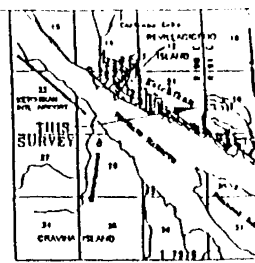
ALABAMA LODGE

U.S.S. 1378

BOROUGH

DELTA 49° 47' 45" W
CHORD 11,052.24' W
CHORD 111.24' W
CHORD 111.01' W
CHORD 152.00'

RESOLUTION No. 1399
EXHIBIT A



PRELIMINARY
PROPOSED ANNEXATION



PLAT NOTES

ORIGINAL NUMBER OF LOTS	-	3
FINAL NUMBER OF LOTS	-	1
TOTAL AREA	-	900,740 S.F. 20.68 A.C.
R.O.W. AREA CREATED	-	6,414 S.F. 0.18 A.C.
ZONING	-	RL & CO/MRR

GENERAL NOTES

1.) THE ALASKA DEPT. OF ENVIRONMENTAL CONSERVATION HAS SUSPENDED THEIR PROGRAM OF SUBDIVISION PLAN REVIEW AT THE TIME OF THIS SURVEY. CONTACT ADEC FOR INFORMATION ABOUT THEIR REQUIREMENTS FOR DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR LICENSED BY THE STATE OF ALASKA, and that in and to this, a survey of the herein described lands and connections thereon, was made under my direct supervision and that this plat is a true and correct representation of the field notes of said survey, and that the boundaries and other details are correct according to said field notes.

DATE: _____
SIGNATURE: _____

NOTARY ACKNOWLEDGMENT

I, THE FOREGOING SURVEYOR, DO HEREBY ACKNOWLEDGE BEFORE ME, THIS _____ DAY OF _____, 19____, THAT THE FOREGOING SURVEYOR IS THE PERSON WHO HAS PREPARED THIS SURVEY FOR ALASKA.

BY COMMISSION EXPIRES: _____
NOTARY PUBLIC IN AND FOR ALASKA

OWNER'S CERTIFICATE AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE FOREGOING PROPERTY AND THAT I HEREBY DEDICATE THE FOREGOING PROPERTY TO THE PUBLIC USE OF THE BOROUGH OF KETCHIKAN, ALASKA.

DATE: _____

CERTIFICATE OF APPROVAL BY THE PLATTING BOARD

I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR LICENSED BY THE STATE OF ALASKA, and that in and to this, a survey of the herein described lands and connections thereon, was made under my direct supervision and that this plat is a true and correct representation of the field notes of said survey, and that the boundaries and other details are correct according to said field notes.

DATE: _____

CERTIFICATION OF PAYMENT OF TAXES

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, ALL TAXES AND CHARGES ON THE PROPERTY HEREIN AND OTHER CHARGES ASSESSABLE AGAINST THE PROPERTY IN THIS RECORD HAVE BEEN PAID IN FULL.

DATE: _____

LIVE TABLE

NUMBER	DELTA	CHORD	CHORD
100	1.5708	100.00	100.00
200	3.1416	100.00	100.00
300	4.7124	100.00	100.00
400	6.2832	100.00	100.00
500	7.8540	100.00	100.00
600	9.4248	100.00	100.00
700	10.9956	100.00	100.00
800	12.5664	100.00	100.00
900	14.1372	100.00	100.00
1000	15.7080	100.00	100.00

CURVE TABLE

NUMBER	DELTA	CHORD	CHORD	CHORD	CHORD	CHORD	CHORD
100	1.5708	100.00	100.00	100.00	100.00	100.00	100.00
200	3.1416	100.00	100.00	100.00	100.00	100.00	100.00
300	4.7124	100.00	100.00	100.00	100.00	100.00	100.00
400	6.2832	100.00	100.00	100.00	100.00	100.00	100.00
500	7.8540	100.00	100.00	100.00	100.00	100.00	100.00
600	9.4248	100.00	100.00	100.00	100.00	100.00	100.00
700	10.9956	100.00	100.00	100.00	100.00	100.00	100.00
800	12.5664	100.00	100.00	100.00	100.00	100.00	100.00
900	14.1372	100.00	100.00	100.00	100.00	100.00	100.00
1000	15.7080	100.00	100.00	100.00	100.00	100.00	100.00

PROPERTY OWNERS - BEAR VALLEY ADDITION

Block	Lot	Street Address	Owner	Living Address	Living Address	AK	9700
700	4	118 FAIRY CHASM RD	VE TO BAY GATEWAY BOTTLING	324 FRUIT ST	VE TO BAY	AK	9700
700	4	118 FAIRY CHASM RD	LYNVALE COOPER'S	PO BOX 8078	VE TO BAY	AK	9700
700	4	118 FAIRY CHASM RD	CITIZEN WITH J & MESA	1740 FAIRY CHASM	VE TO BAY	AK	9700
700	4	118 FAIRY CHASM RD	HEICHOINETS	87 O WOOD ST	VE TO BAY	AK	9700
700	4	20 FAIRY CHASM RD	DEVRY, MARY & WATY	1730 FAIRY CHASM	VE TO BAY	AK	9700
700	4	21 FAIRY CHASM RD	SARILIND WELP & BAYLUM J	182 FAIRY CHASM	VE TO BAY	AK	9700
700	4	22 FAIRY CHASM RD	MURKEY, JOHIM & CALISTA E	PO BOX 3623	VE TO BAY	AK	9700
700	4	23 FAIRY CHASM RD	PROBERTS, STEVEN D	PO BOX 3972	VE TO BAY	AK	9700
700	4	24 FAIRY CHASM RD	LVIN B, RECHIEL B & MARTIN V VELA	182 FAIRY CHASM	VE TO BAY	AK	9700
700	4	25 FAIRY CHASM RD	WYMAN, MARGEL B & FORTIERTA	PO BOX 9191	VE TO BAY	AK	9700
700	4	26 FAIRY CHASM RD	COLLETT, DAVE D	PO BOX 7342	VE TO BAY	AK	9700
700	4	27 FAIRY CHASM RD	STATE OF ALASKA	870 CLADER HWY STE 1E11	AK	9700	
700	4	28 FAIRY CHASM RD	STATE OF ALASKA	870 CLADER HWY STE 1E11	AK	9700	

KETCHIKAN RECORDING DISTRICT

NO. _____ DATE _____

REVISION _____ BY _____

A SUBDIVISION OF TRACT G, OF TRACT 1004 AS SHOWN ON PLAT NO. 88-18, RFD, AND A PORTION OF THE TONAWANDA AND UTECA LODGE WITHIN U.S. SURVEY 769, CREATING TRACTS 8-1

CLIENT: GEORGE STRANDBO
P.O. BOX 8778
KETCHIKAN, AK 99901

RISM
RISK ENGINEERING-KETCHIKAN, INC.
335 CALIFORNIA LAKE POND, SUITE 200
KETCHIKAN, ALASKA 99901

DATE: 4/14/88 DRAWN BY: E.S.B. PROJECT NO: 182388
SCALE: AS SHOWN APPROVED: [Signature] SHEET 1 OF 1

KETCHIKAN GATEWAY BOROUGH
AGENDA STATEMENT

Reso 1399

NO 9c

MEETING OF April 20, 1998

<p>ITEM TITLE</p> <p>Consideration of Resolution 1399 supporting annexation of 1.83 acres of Borough owned property and approximately 20 acres of private property in Bear Valley into the City of Ketchikan and supporting designation of a future right-of-way upon Borough land.</p> <p>SUBMITTED BY <u>Planning Department</u></p> <p>CONTACT PERSON/TELEPHONE</p> <p><u>Susan Dickinson</u> <u>SD</u> <u>228-6610</u></p> <p>NAME PHONE</p>	<p>REVIEWED BY</p> <p><input type="checkbox"/> PLANNING COMMISSION <input type="checkbox"/> COMMITTEE - <input checked="" type="checkbox"/> DEPARTMENT - Planning <input checked="" type="checkbox"/> LEGALS <u>SB-E</u> <input type="checkbox"/> FINANCE <input type="checkbox"/> OTHER _____</p> <p>APPROVED FOR SUBMITTAL</p> <p><u>[Signature]</u> BOROUGH MANAGER</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SUMMARY STATEMENT: The Borough Assembly, at their April 6, 1998 meeting, directed staff to prepare a resolution consenting to the annexation of 1.83 acres of Borough owned property in Bear Valley adjacent to property owned by Mr. George Lybrand. The resolution also includes support for the annexation of Mr. Lybrand's property into the City, authorization to designate right-of-way across Borough land connecting to Fairy Chasm Road, and annexation of the Secondary Bypass Right-of-Way already owned by the City.

Mr. Lybrand is currently negotiating with the City of Ketchikan to annex approximately 20 acres of his property located north of Schoenbar Road, west of Fairy Chasm Road and east of the proposed secondary bypass right-of-way into the City of Ketchikan. The City, in correspondence dated March 25, 1998, requested Borough support of the annexation of both Mr. Lybrand's property as well as the Borough property as part of the application to the State's Local Boundary Commission. The Commission reviews all annexation petitions throughout the state. The proposed annexation is part of a larger project which

COMPREHENSIVE PLAN REVIEW			
IS THE PROPOSED MOTION CONSISTENT WITH THE COMP PLAN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
FISCAL NOTES <input checked="" type="checkbox"/> N/A	EXPENDITURE REQUIRED \$0	AMOUNT BUDGETED \$0	APPROPRIATION REQUIRED \$0
EXHIBITS ATTACHED	<input type="checkbox"/> ORDINANCE <input type="checkbox"/> REPORT	<input type="checkbox"/> CONTRACT <input type="checkbox"/> LIST	<input type="checkbox"/> MINUTES <input checked="" type="checkbox"/> OTHER <u>Correspondence</u>
<input checked="" type="checkbox"/> RESOLUTION			
<input checked="" type="checkbox"/> PLAN/MAP			

RECOMMENDED ACTION:

"I move to adopt Resolution No. 1399."

Continue Summary Statement Continue Recommended Action

also includes the replatting of Mr. Lybrand's property and dedication of right-of-way for future access to his property. A draft plat is attached showing the subject property. The property is adjacent to the existing city limits. Annexation of the smaller Borough lots would avoid establishing an island of Borough only land within the Ketchikan city limits. Resolution 1399 supports annexation and designation of a future right-of-way across the Borough's property which would connect Mr. Lybrand's property with Fairy Chasm Road. Formal dedication of the road, the issue of construction costs and property subdivision will be reviewed by the Planning Commission/Platting Board and Assembly as part of a separate platting action. There have been prior discussions with Mr. Lybrand regarding the potential for exchanging dedication of this right-of-way for land owned elsewhere by Mr. Lybrand. Although these discussions did not reach any agreement, the intention, however, is that the issue will be negotiated further at the time of formal dedication which will require Assembly review and action. The proposed annexation would have no impact on Borough revenues or change its current land use designations for general commercial and residential development.

KETCHIKAN GATEWAY BOROUGH

RESOLUTION NO. 1399

A RESOLUTION OF THE ASSEMBLY OF THE KETCHIKAN GATEWAY BOROUGH, ALASKA, SUPPORTING ANNEXATION OF 1.83 ACRES OF BOROUGH OWNED PROPERTY AND APPROXIMATELY 20 ACRES OF PRIVATE PROPERTY IN BEAR VALLEY INTO THE CITY OF KETCHIKAN AND SUPPORTING DESIGNATION OF A FUTURE RIGHT-OF-WAY UPON BOROUGH LAND; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

A. The Ketchikan Gateway Borough owns and manages approximately 1.83 acres of property outside the Ketchikan city limits known by assessor's parcel number 301311000100 and as a part of USMS 0769 Remainder Portion of Utica Lode; and

B. Mr. George Lybrand owns approximately 20 acres of land known as a fraction of USMS 0769, Tract 1004, Tract G, including portions of Tonawanda Lode and Utica Load as shown on Plat 88-18, filed on June 14, 1988. Mr. Lybrand and the City of Ketchikan desire annexation of this property and the Borough's property into the City; and

C. The City of Ketchikan owns a portion of USMS, Tract 1004, Tract F, also known as the Secondary Bypass Right-of-Way; and

D. Annexation of the Borough owned property along with Mr. Lybrand's property would avoid establishing the Borough's property as an island of Borough owned and managed land within the Ketchikan city limits;

E. The Ketchikan Gateway Borough has no objection to annexation of the above described as shown on the attached exhibit "A"; and

F. Designation of a right-of-way across the Borough owned property connecting the property owned by Mr. Lybrand and the existing, paved Fairy Chasm Road may provide efficient traffic circulation in this neighborhood; and

G. The above described property as shown on Exhibit "A" would be transferred to the City of Ketchikan upon ~~annexation of these parcels~~ ^{deletion of these parcels} into the City of Ketchikan.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE FACTS, IT IS RESOLVED BY THE ASSEMBLY OF THE KETCHIKAN GATEWAY BOROUGH, ALASKA as follows:

Section 1: That the Ketchikan Gateway Borough does not object to annexation of USMS 0769 Remainder Portion of Utica Lode, a fraction of USMS 769, Tract 1004, Tract G, including portions of Tonawanda Lode and Utica Load, and Tract F of Tract 1004, Secondary Bypass Right-of-Way, according to Exhibit "A", into the City of Ketchikan.

Section 2: That the Borough Manager is authorized to represent to the Local Boundary Commission that the Ketchikan Gateway Borough supports annexation of USMS 0769 Remainder Portion Utica Lode, a fraction of USMS 769, Tract 1004, Tract G, including portions of Tonawanda Lode and Utica Lode, and Tract F, of Tract 1004, Secondary Bypass Right-of-Way, shown on Exhibit A.

Section 3. This resolution is effective as provided in Section 5.41.020 of the KGB Code of Ordinances.

ADOPTED this 20th day of April, 1998.

5-5-98

BOROUGH MAYOR

ATTEST:

BOROUGH CLERK

Approved as to form:

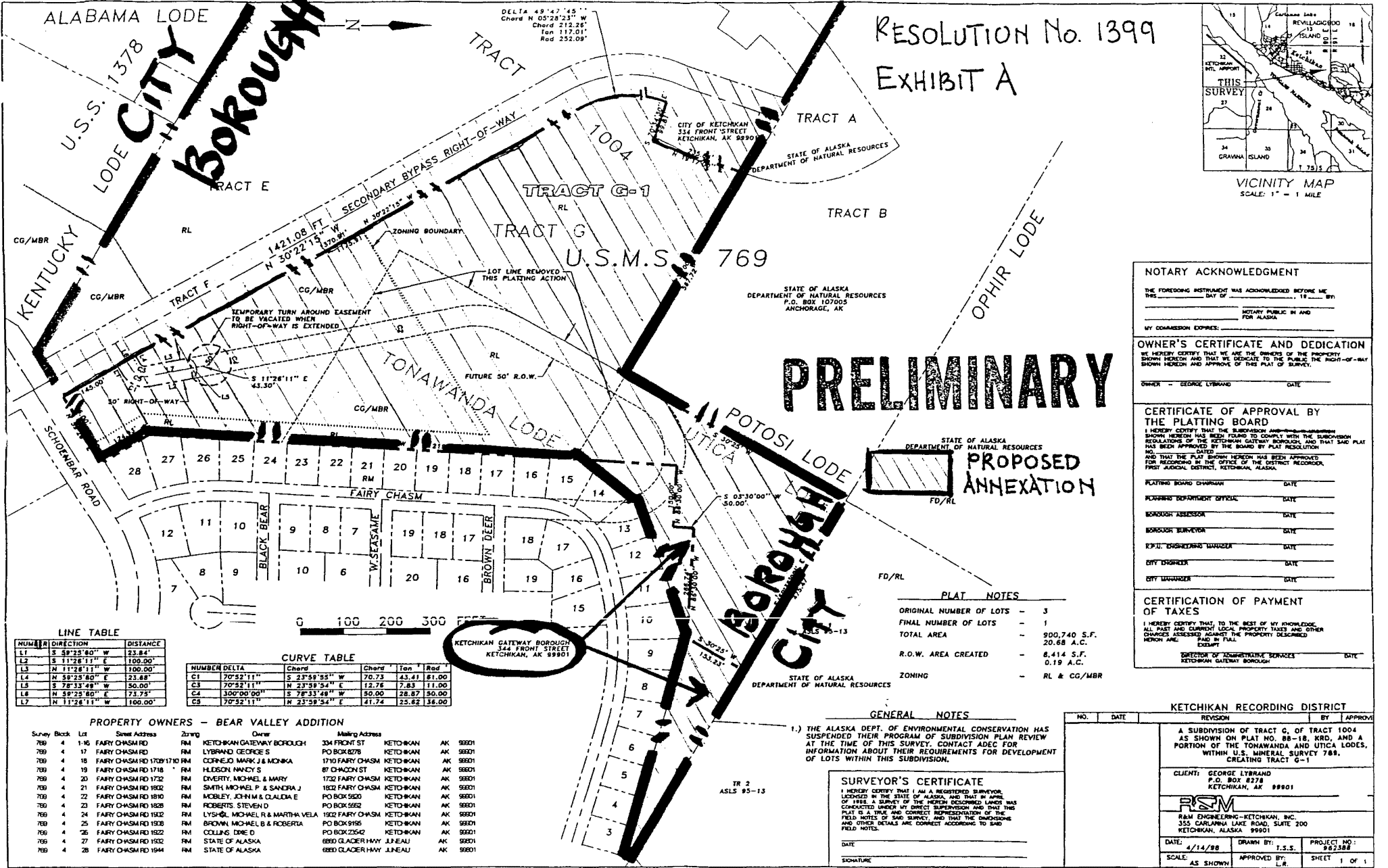
BOROUGH ATTORNEY

EFFECTIVE DATE: 4-20-98			
ROLL CALL	YES	NO	ABSENT
COOSE	✓		
COYNE	✓		
ELKINS	✓		
MARTIN	✓		
TIPTON	✓		
VAN HORN	✓		
YETKA	✓		
MAYOR (Tie Vote Only)			N/A

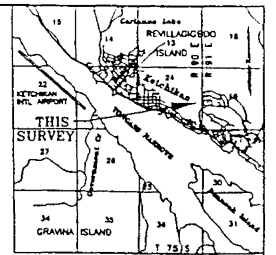
REQUIRED FOR PASSAGE

See, Scott signed & I changed he will need to sign again when he comes back.

JJ.



RESOLUTION No. 1399
EXHIBIT A



NOTARY ACKNOWLEDGMENT
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 19____ BY _____ NOTARY PUBLIC IN AND FOR ALASKA.
MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE AND DEDICATION
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN HEREON AND THAT WE DEDICATE TO THE PUBLIC THE RIGHT-OF-WAY SHOWN HEREON AND APPROVE OF THIS PLAN OF SURVEY.
OWNER - GEORGE LYBRAND DATE _____

CERTIFICATE OF APPROVAL BY THE PLATTING BOARD
I HEREBY CERTIFY THAT THE SUBDIVISION SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE KETCHIKAN GATEWAY BOROUGH, AND THAT SAID PLAN HAS BEEN APPROVED BY THE BOARD BY PLAT RESOLUTION NO. _____ DATED _____ AND THAT THE PLAN SHOWN HEREON HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE DISTRICT RECORDER, FIRST JUDICIAL DISTRICT, KETCHIKAN, ALASKA.
PLATTING BOARD CHURMAN DATE _____
PLANNING DEPARTMENT OFFICIAL DATE _____
BOROUGH ASSESSOR DATE _____
BOROUGH SURVEYOR DATE _____
E.P.U. ENGINEERING MANAGER DATE _____
CITY ENGINEER DATE _____
CITY MANAGER DATE _____

CERTIFICATION OF PAYMENT OF TAXES
I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, ALL PAST AND CURRENT LOCAL PROPERTY TAXES AND OTHER CHARGES ASSESSED AGAINST THE PROPERTY DESCRIBED HEREON ARE PAID IN FULL EXCEPT _____
DIRECTOR OF ADMINISTRATIVE SERVICES DATE _____
KETCHIKAN GATEWAY BOROUGH

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
PROPOSED ANNEXATION
FD/RL

PLAT NOTES
ORIGINAL NUMBER OF LOTS - 3
FINAL NUMBER OF LOTS - 1
TOTAL AREA - 900,740 S.F.
20.68 A.C.
R.O.W. AREA CREATED - 8,414 S.F.
0.19 A.C.
ZONING - RL & CG/MBR

GENERAL NOTES
1.) THE ALASKA DEPT. OF ENVIRONMENTAL CONSERVATION HAS SUSPENDED THEIR PROGRAM OF SUBDIVISION PLAN REVIEW AT THE TIME OF THIS SURVEY. CONTACT ADEC FOR INFORMATION ABOUT THEIR REQUIREMENTS FOR DEVELOPMENT OF LOTS WITHIN THIS SUBDIVISION.

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR LICENSED IN THE STATE OF ALASKA, AND THAT IN APRIL OF 1988 A SURVEY OF THE HEREON DESCRIBED LOTS WAS CONDUCTED UNDER MY DIRECT SUPERVISION AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE FIELD NOTES OF SAID SURVEY, AND THAT THE DIMENSIONS AND OTHER DETAILS ARE CORRECT ACCORDING TO SAID FIELD NOTES.
DATE _____
SIGNATURE _____

KETCHIKAN RECORDING DISTRICT			
NO.	DATE	REVISION	BY / APPROV
A SUBDIVISION OF TRACT G, OF TRACT 1004 AS SHOWN ON PLAT NO. 88-18, KR.D, AND A PORTION OF THE TONAWANDA AND UTICA LODES, WITHIN U.S. MINERAL SURVEY 769, CREATING TRACT G-1			
CLIENT: GEORGE LYBRAND P.O. BOX #278 KETCHIKAN, AK 99901			
R&M ENGINEERING-KETCHIKAN, INC. 355 CARLHAIN LAKE ROAD, SUITE 200 KETCHIKAN, ALASKA 99901			
DATE:	4/14/88	DRAWN BY:	T.S.S.
SCALE:	AS SHOWN	APPROVED BY:	L.R.
		PROJECT NO.:	982388
			SHEET 1 OF 1

LINE TABLE

NUM	DIR	DIRECTION	DISTANCE
L1	S	58°25'40" W	23.84'
L2	S	11°28'11" E	100.00'
L3	N	11°28'11" W	100.00'
L4	N	58°25'40" E	23.84'
L5	S	78°33'48" W	30.00'
L6	N	58°25'40" E	73.73'
L7	N	11°28'11" W	100.00'

CURVE TABLE

NUMBER	DELTA	Chord	Chord	Tan	Rad
C1	70°52'11"	S 23°58'55" W	70.73	43.41	81.00
C3	70°52'11"	N 23°58'54" E	12.76	7.83	11.00
C4	300°00'00"	S 78°33'48" W	50.00	28.87	30.00
C5	70°52'11"	N 23°58'54" E	41.74	25.62	36.00

PROPERTY OWNERS - BEAR VALLEY ADDITION

Survey Block	Lot	Street Address	Zoning	Owner	Mailing Address	City	State	AK
769	4	1-16 FAIRY CHASM RD	RM	KETCHIKAN GATEWAY BOROUGH	334 FRONT ST	KETCHIKAN	AK	99901
769	4	17 FAIRY CHASM RD	RM	LYBRAND GEORGE S	PO BOX 8278	KETCHIKAN	AK	99901
769	4	18 FAIRY CHASM RD 1709/1710	RM	CORNEJO MARK J & MONIKA	1710 FAIRY CHASM	KETCHIKAN	AK	99901
769	4	19 FAIRY CHASM RD 1718	RM	HELDON MARY S	87 CHACON ST	KETCHIKAN	AK	99901
769	4	20 FAIRY CHASM RD 1732	RM	QUERTY MICHAEL & MARY	1732 FAIRY CHASM	KETCHIKAN	AK	99901
769	4	21 FAIRY CHASM RD 1822	RM	SMITH MICHAEL P & SANDRA J	1822 FAIRY CHASM	KETCHIKAN	AK	99901
769	4	22 FAIRY CHASM RD 1810	RM	MOBLEY JOHN M & CLAUDIA E	PO BOX 5520	KETCHIKAN	AK	99901
769	4	23 FAIRY CHASM RD 1828	RM	ROBERTS STEVEN D	PO BOX 5552	KETCHIKAN	AK	99901
769	4	24 FAIRY CHASM RD 1832	RM	LYSHOL MICHAEL R & MARTHA VELA	1832 FAIRY CHASM	KETCHIKAN	AK	99901
769	4	25 FAIRY CHASM RD 1838	RM	BROWN MICHAEL B & ROBERTA	PO BOX 9195	KETCHIKAN	AK	99901
769	4	26 FAIRY CHASM RD 1822	RM	COLLINS DINE O	PO BOX 2542	KETCHIKAN	AK	99901
769	4	27 FAIRY CHASM RD 1832	RM	STATE OF ALASKA	6890 GLACIER HWY	JUNEAU	AK	99901
769	4	28 FAIRY CHASM RD 1944	RM	STATE OF ALASKA	6890 GLACIER HWY	JUNEAU	AK	99901



**City of
Ketchikan**

334 Front Street
Ketchikan, Alaska 99901
Phone 907-225-3111
Fax 907-225-5075

March 25, 1998

Susan Dickinson, Director
Borough Planning And Zoning
344 Front Street
Ketchikan, Alaska 99901



GATEWAY BOROUGH PLANNING DEPT.
BY: _____

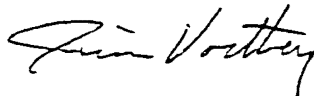
Re: City Annexation Of Property In Bear Valley

Dear Ms. Dickinson:

With regard to the above referenced subject, the City plans to pursue annexation of property owned by the City and Mr. George Lybrand located in Bear Valley. Highlighted in yellow, as shown on the attached drawing, are the properties proposed to be annexed. Highlighted in pink is property owned partially by Mr. Lybrand and partially by the Borough which we believe the Boundary commission will require to be annexed so as to not leave an island of non in-City property.

By this letter, the City is requesting Borough support to include the Borough owned property located within the pink highlighted area to be included in the annexation. Should you have further questions or need additional information, please do not hesitate to give me a call.

Very Truly Yours,



Jim Voetberg,
Assistant City Manager



**City of
Ketchikan**

MAR 30 1998
GATEWAY BOROUGH PLANNING DEPT
334

334 Front Street
Ketchikan, Alaska 99901
Phone 907-225-3111
Fax 907-225-5075

March 30, 1998

Susan Dickinson, Director
Borough Planning and Zoning
334 Front Street
Ketchikan, Alaska 99901

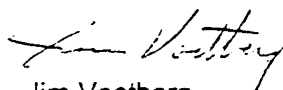
Re: Annexation And Development Of Lybrand Property Located In Bear Valley

Dear Ms. Dickinson:

With regard to the above referenced subject, the City has forwarded to Mr. Lybrand a letter confirming his support of annexing all his Bear Valley property into the City. In a written response (attached), Mr. Lybrand stated he has no objections contingent upon congruent annexation of adjacent Borough property and platting of a right-of-way across Borough owned property, thereby tying Fairy Chasm to his development road.

In a letter dated March 25, 1998, the City requested of the Borough their support of annexing the Borough owned property. By this letter, the City is requesting Borough support or objections to Mr. Lybrand's additional request, the dedication of a right-of-way across Borough property. As this issue is tied to the annexation request a quick response is appreciated. Should you have any questions or need additional information, please do not hesitate to give me a call.

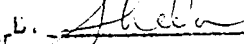
Very Truly Yours,



Jim Voetberg,
Assistant City Manager

RECEIVED
APR - 6 1998

GATEWAY BOROUGH PLANNING DEPT.

D. 

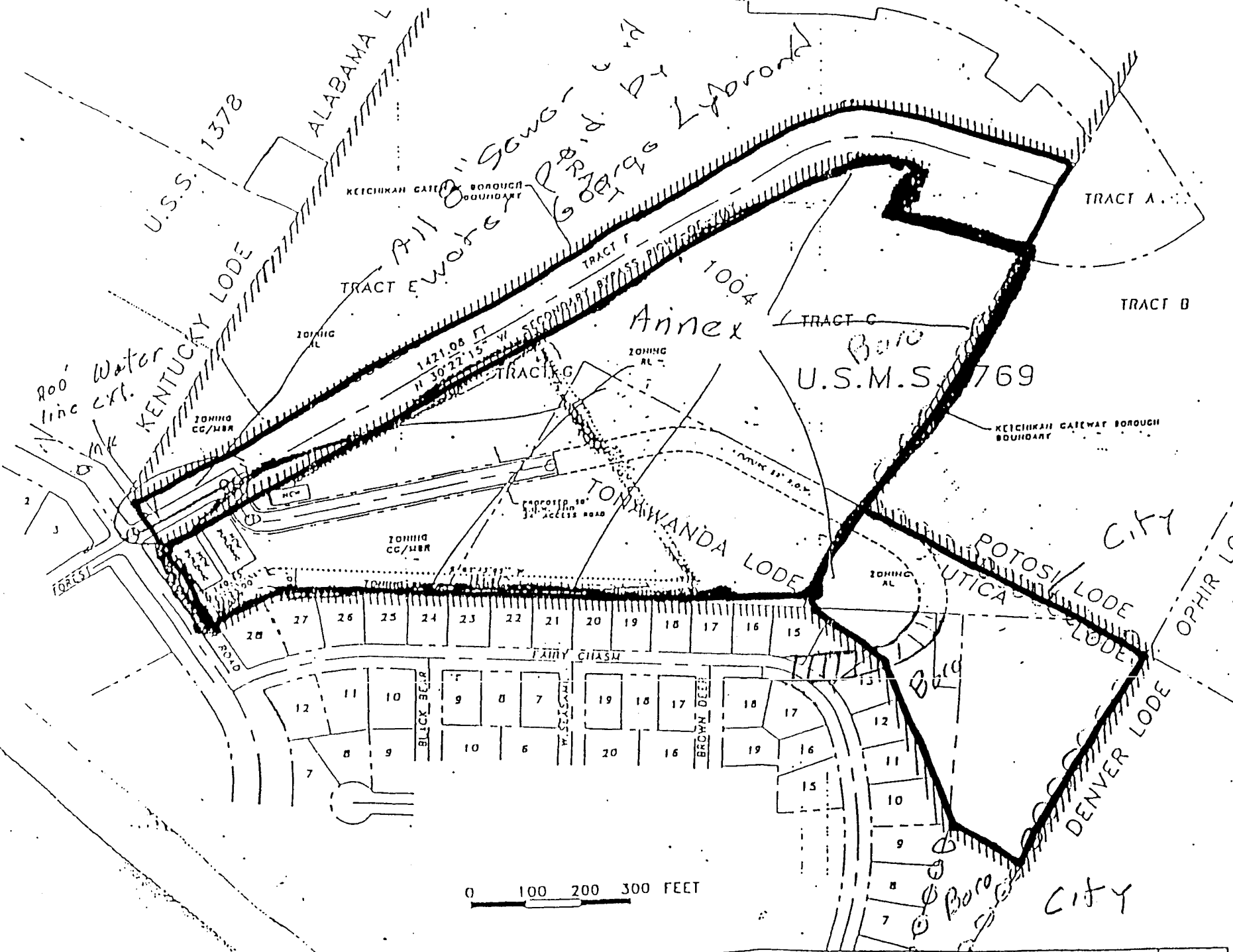
cc: George Lybrand

For Your Information
Packet of: 4/6/98

RECEIVED
KETCHIKAN GATEWAY BOROUGH

MAR 31 1998

CLERK'S OFFICE



SOUTHEAST ENGINEERING LLC.
 BOX 8278
 KETCHIKAN, AK 99901

BEAR VALLEY PROPERTY
 DEVELOPMENT

Sheet Description
 SITE PLAN

Sheet No.
 1

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SOUTHEAST REGION / PRECONSTRUCTION - RIGHT OF WAY

TONY KNOWLES, GOVERNOR

6860 GLACIER HIGHWAY
JUNEAU, ALASKA 99801-7969
PHONE: (907) 465-4540
FAX: (907) 465-3536
TEXT: (907) 465-4410
1-800-575-4540

April 1, 1998

Re: AKSAS No.: 71811
KTN - Third Avenue Extension
Federal No: STP-0904 (001)
Parcel No: 21

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APR 13 1998

Mr. George Lybrand
PO Box 8278
Ketchikan Alaska 99901

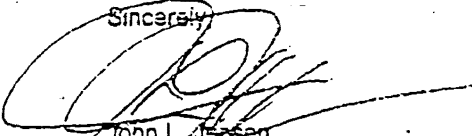
GATEWAY BOROUGH PLANNING DEPT
BY: 

Dear Mr. Lybrand:

As part of the design process for our upcoming highway construction project, Ketchikan Third Avenue Extension, STP-0904 (001)/71811, we have identified a portion of your property which is needed for additional right of way. The required portion of your property is depicted on the enclosed sketch map.

As we are now beginning the appraisal process for the additional right of way, an appraiser will be attempting to contact you in the very near future to give you an opportunity to discuss any features of your property that you feel are important for us to know. After the appraisal process is complete, an Acquisition Agent will contact you regarding the purchase of your property. If you have any questions about the acquisition process at this time, please feel free to call me at (907) 465-4540 or 1-800-575-4540.

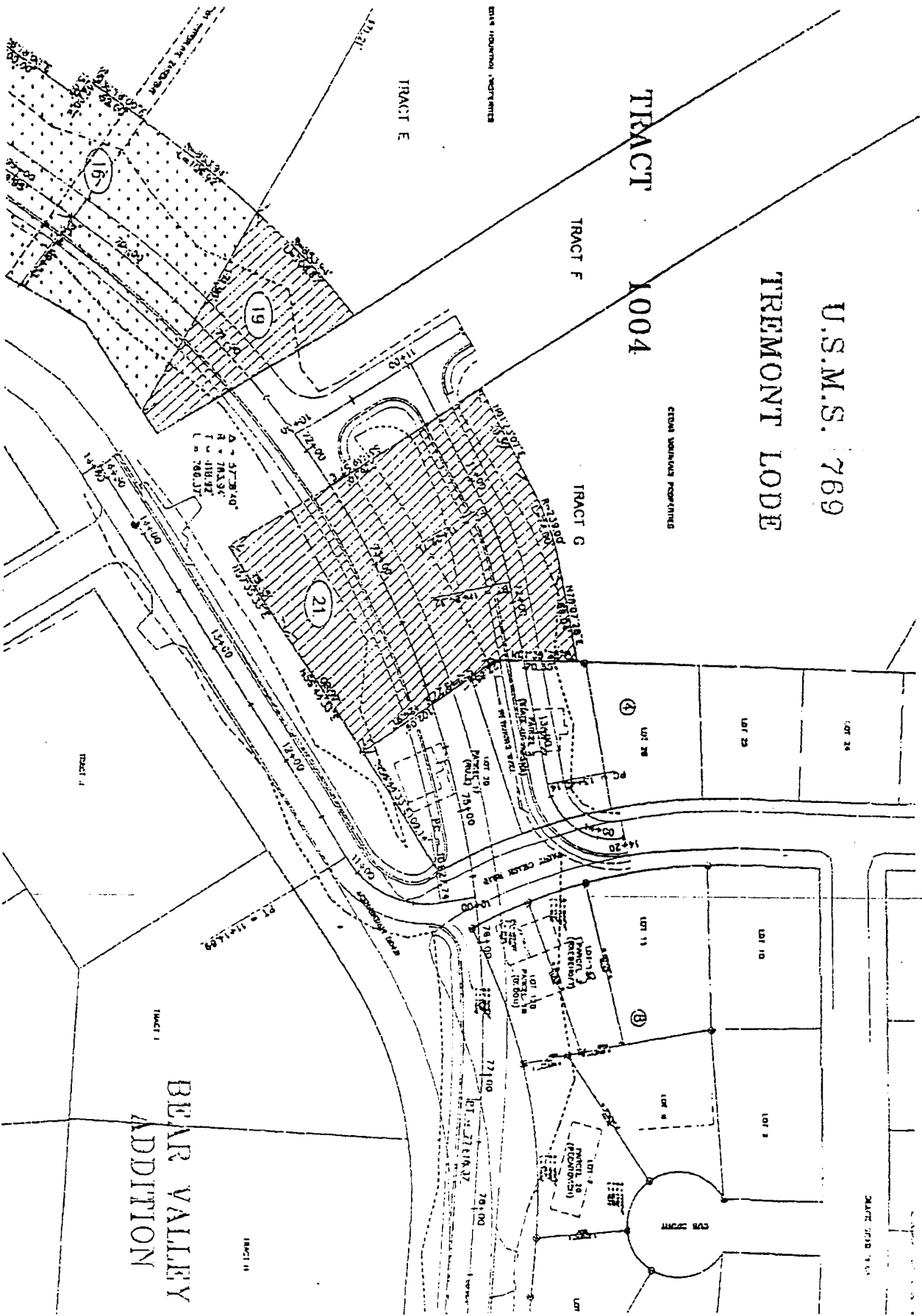
Sincerely,


John L. Jensen
Acting Chief Right of Way Agent

JLJ/jbm

Enclosures: As stated

From
Harvey
4-13



U.S.M.S. 769

TREMONT LODGE

TRACT 1004

TRACT F

TRACT G

TRACT E

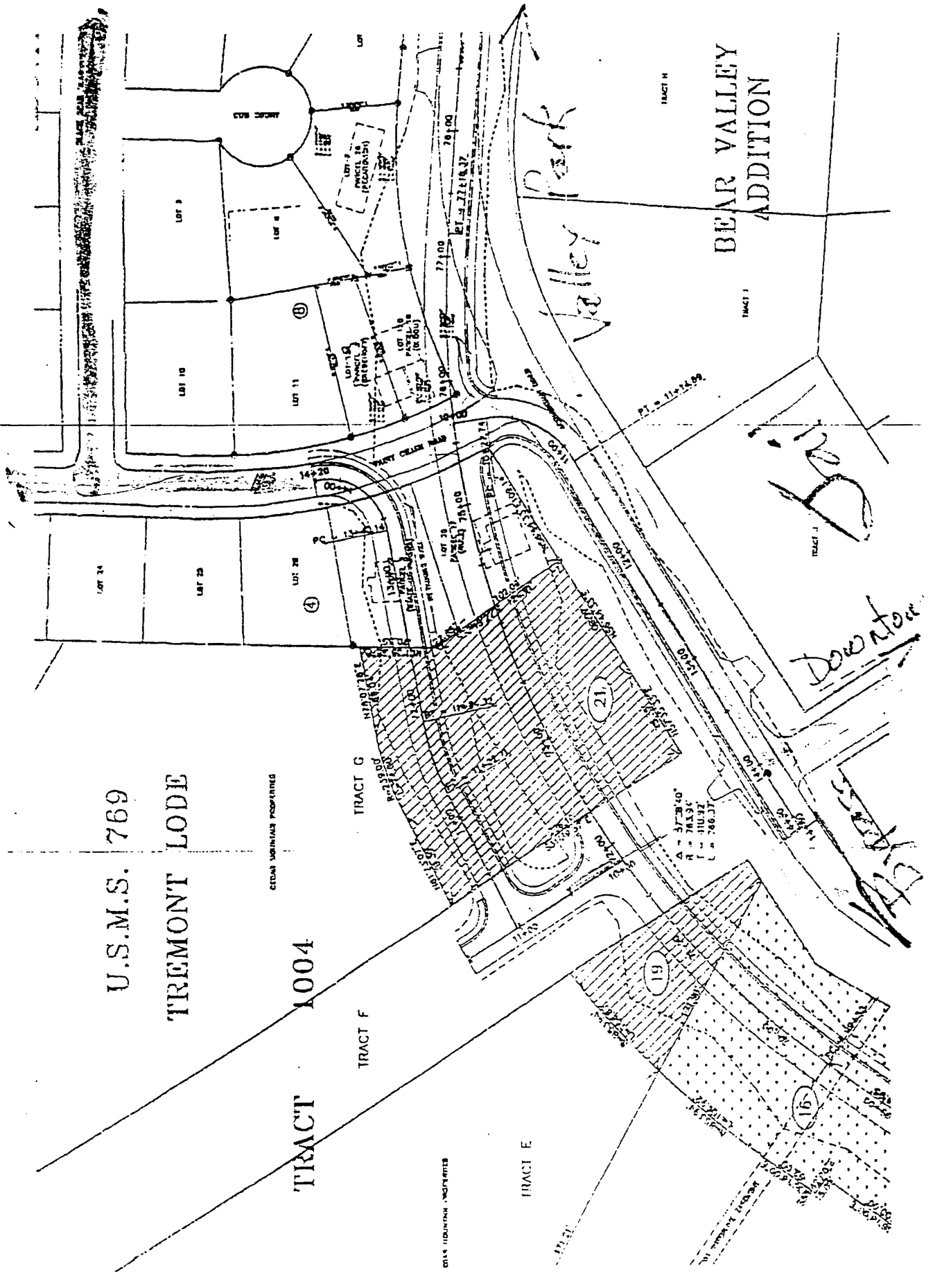
BEAR VALLEY
ADDITION

TRACT J

TRACT I

TRACT H

TRACT 1004



U.S.M.S. 769

TREMONT LODGE

TRACT 1004

CIDRA HOLDINGS PERMITTES

TRACT F

TRACT G

TRACT H

TRACT E

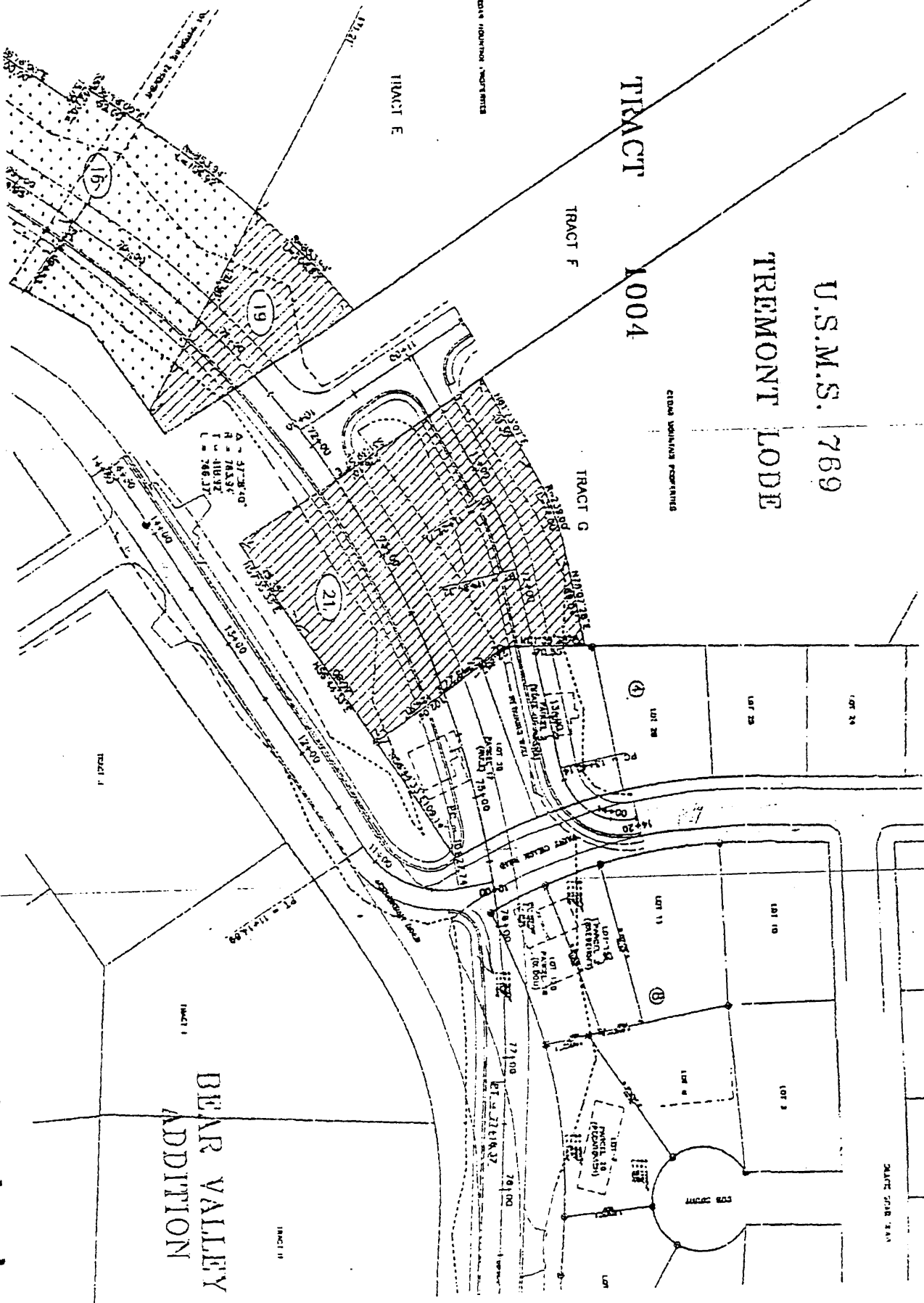
CIDRA HOLDINGS PERMITTES

BEAR VALLEY
ADDITION

TRACT I

TRACT II

TRACT J



A = 37° 37' 10"
 B = 78° 33' 36"
 C = 118° 32'
 D = 78° 37'



**City of
Ketchikan**

334 Front Street
Ketchikan, Alaska 99901
Phone 907-225-3111
Fax 907-225-5075

April 8, 1998

George Lybrand
P.O. Box 8278
Ketchikan, Alaska 99901

Re: Annexation And Development Of Lybrand Property Located In Bear Valley

Dear Mr. Lybrand:

With regard to the above referenced subject, this letter is to follow up on two issues discussed at this morning's meeting with yourself, Trevor Sande of R&M Engineering, Public Works Director Harvey Hansen, Planning Director Susan Dickinson, Zoning Administrator Shelia Short and myself. The first issue involves the length of the road to be platted and constructed within your property. As requested in your March 2, 1998 letter to the Mayor and Council, you proposed platting and constructing a road on your property which showed a length of approximately 650 feet. This request was subsequently forwarded to the Council at its March 16th meeting through the attached report by City Manager Karl Amylon. At this meeting, the Council approved to "direct the City Manager and KPU General Manager to draft a Memorandum Of Understanding for submittal to George Lybrand regarding acceptable terms and conditions of annexation as detailed in the City Manager's report dated March 11, 1998".

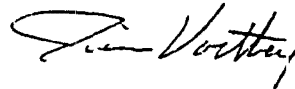
At this morning's meeting you asked what the City would require as it relates to utilities in your proposed platted right-of-way. While Mr. Hansen and I could not speak on behalf of KPU, as far as sewer was concerned, the City would require an eight inch sewer main installed along the entire length of the new road. Based on your intent to only construct approximately 140 feet of sewer main, as shown on your drawings dated April 6, 1998, you stated that you would change your request to the City by shortening the 650 foot road to 140 feet. As this is a material deviation from your initial request approved by the Council, your new proposal will be forwarded to the Council for their information and possible direction.

The second issue relates to the Third Avenue extension to be constructed by the Department of Transportation and Public Facilities (DOT&PF). At the meeting you mentioned that you have received correspondence from DOT&PF concerning Third Avenue extension and the Department's request to acquire a portion of your property for this project. Both Mr. Hansen and I, as well as the Borough, encourage you to incorporate DOT&PF's request into your subdivision plat. At a minimum, the utilities should be designed such that Third Avenue extension will not require their relocation. Since you are aware the DOT&PF's request and no development has occurred in the

area to be affected, it only makes sense to design your development around Third Avenue extension.

Should you have any questions or need additional information, please do not hesitate to contact me or Mr. Hansen.

Very Truly Yours,



Jim Voetberg,
Assistant City Manager

cc: Harvey Hansen, Public Works Director
Susan Dickinson, Planning Director
Shelia Short, Zoning Administrator
Al Steininger, DOT&PF

City of Ketchikan



334 Front Street
Ketchikan, Alaska 99901
Phone 907-225-3111
Fax 907-225-5075

March 23, 1998

Mr. George Lybrand
1280 Schoenbar Road
P.O. Box 8278
Ketchikan, Alaska 99901

Dear Mr. Lybrand:

Re: Bear Valley Annexation

With regard to the above referenced subject, please be advised that the City of Ketchikan and Ketchikan Public Utilities are in receipt of your correspondence dated March 2, 1998. This matter was discussed by the City Council at its meeting of March 19, 1998. The City Council adopted a motion directing staff to begin the process of annexing the Lybrand property in Bear Valley pursuant to your document dated March 2, 1998. Based on my understanding of the motion which was adopted, staff was authorized to draft a Memorandum of Understanding for submittal to you regarding acceptable terms and conditions of annexation. Such terms and conditions are detailed below:

- 1) The City and George Lybrand agree to mutually pursue annexation into the City that portion of the Lybrand owned property as shown on Attachment A. George Lybrand agrees to support such an annexation effort.
- 2) Unless both parties mutually agree otherwise, no later than December 31, 1998 George Lybrand at his expense will construct and install an eight inch ductile iron water main with valves and accessories to the property in accordance with plans and specifications as may be approved by Ketchikan Public Utilities and agreed to by Mr. Lybrand. Ketchikan Public Utilities agrees to pay for the differential between the cost of installing an eight inch main and six inch main. See Attachment A.
- 3) Unless both parties mutually agree otherwise, no later than December 31, 1998 George Lybrand at his expense will construct and install an eight inch ductile iron sewer main with accessories to the property in accordance with plans and specifications as may be approved by the City of Ketchikan Public Works Department and agreed to by Mr. Lybrand. See Attachment A. A connection to the Bear Valley system will not be permitted.

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CITY MANAGER

4/7/98

- 4) If George Lybrand elects to proceed with installation of the road and utilities prior to annexation or re-platting of the property, road and utility plans must be submitted to the City of Ketchikan for review and approval by both General Government and Ketchikan Public Utilities prior to work commencing. Arrangements must be made for the City to inspect the actual construction work to insure that once the right-of-way on the Lybrand property has been dedicated, the City will, subsequent to annexation, accept for maintenance the work completed within the new right-of way.

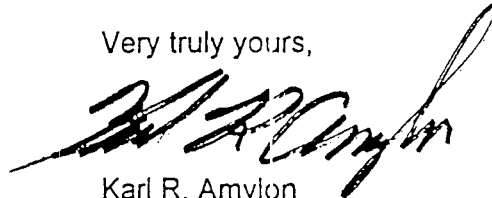
If George Lybrand elects first to commence the re-platting process prior to annexation and construction of the roadway and utility improvements, all plans must be reviewed and approved by General Government and Ketchikan Public Utilities. Arrangements for inspection of the work must be made prior to construction commencing. Final plat approval can be obtained prior to completion of the improvements by bonding for cost to complete the improvements.

- 5) George Lybrand at his expense will place an 8" sewer main and 8" water main on his property within the approved right-of-way. Connection of the Lybrand infrastructure to the KPU and City water and sanitary sewer systems will not be authorized until such time as the conditions specified in Paragraph 4 are satisfied.
- 6) George Lybrand will be allowed to use the 8" water and 8" sewer infrastructure lines constructed subject to standard City and KPU billing rates.

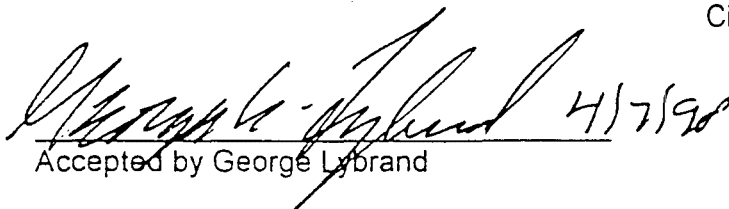
If the above terms and conditions are acceptable, please execute the duplicate original of this correspondence and return it to the City Manager's Office. I will then forward it to the City Attorney, Steve Schweppe, who will prepare a formal Memorandum of Understanding for execution by all parties.

Should you have any questions on this proposal, please do not hesitate to contact me.

Very truly yours,



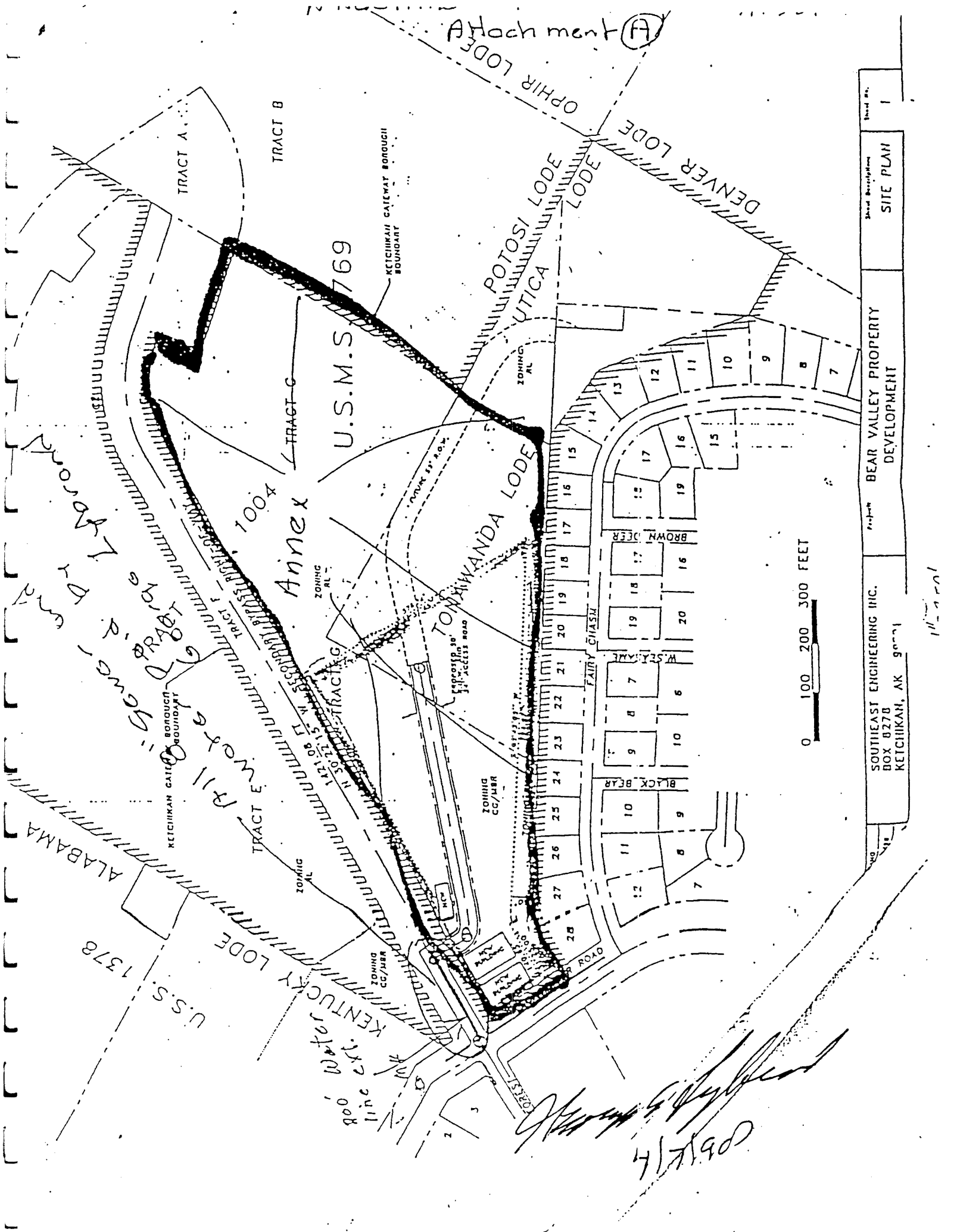
Karl R. Amylon
City Manager



Accepted by George Lybrand 4/7/98

cc: John Magyar, KPU General Manager
Steve Schweppe, City Attorney
John Kleinegger, Water Division Manager
Harvey Hansen, Public Works Director

Attachment (A)



Sheet No. 1	Scale Description	Project	Site Plan
SOUTHEAST ENGINEERING INC. BOX B278 KETCHIKAN, AK 99901		BEAR VALLEY PROPERTY DEVELOPMENT	

11-2-201

4/17/14
[Signature]

George E. Lybrand
P. O. Box 8278
Ketchikan, Alaska 99901

RECEIVED
APR 14 1998

GATEWAY BOROUGH PLANNING DEPT.
BY: *[Signature]*

4/11/98

Mr. John Jensen
Acting Chief. of Right-of-Way
DOT & PF
6860 Glacier Highway
Juneau, AK 99801

Re: Third Avenue Extension

Dear Mr. Jensen:

Thank you for your letter of April 1, 1998, regarding the Third Avenue Extension and my property.

Enclosed are six drawings showing what I proposed to do in this area. These plans have been years in the making and now I have jumped through all the hoops and loops and will be able to start. All the proposed improvements, including those on the City of Ketchikan right-of-way, will be paid for by me.

Also enclosed is a sheet showing your intended land-taking laid over my plan. As you can see, you wipe out my development.

If you need additional information, please advise.

Sincerely,

George E. Lybrand, P.E.

George E. Lybrand, P.E.

Encs: 7

**EXHIBIT J-3
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION**

Letter from State of Alaska, Department of Transportation and Public Facilities,
supporting annexation (attached)

STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

DESIGN & ENGINEERING SERVICES DIVISION
SOUTHEAST REGION / RIGHT OF WAY

TONY KNOWLES, GOVERNOR

6860 GLACIER HIGHWAY
JUNEAU, ALASKA 99801-7999
PHONE: (907) 465-4540
FAX: (907) 465-6216
TTY/TDD: (907) 465-4617
1-800-575-4540

November 4, 1999

Ed Anderson, Office Engineer
Public Works Department
City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901

Re: Proposed Annexation to City of Ketchikan



Dear Mr. Anderson:

In response to your letter of November 1, 1999, requesting a letter of support from the proposed annexation, the Department of Transportation and Public Facilities has no objection to the proposed annexation of the area owned by the State of Alaska, DOTPF, formerly a portion of Tract E, Plat 88-18 to the City of Ketchikan.

As the City of Ketchikan has agreed to maintain the Third Avenue Extension after it is constructed, it is appropriate from the DOTPF perspective that it be within the corporate boundary of the City of Ketchikan.

Sincerely,

A handwritten signature in cursive script that reads "Frank G. Mielke".

Frank G. Mielke, Chief
Right of Way & Utilities

Cc: Bob Martin, PE, SE Regional Director
Pat Kemp, PE, SE Regional Preconstruction Engineer

**EXHIBIT J-4
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION**

City's current operating budget has been submitted to the Local Boundary Commission with its Petition For Annexation To A City Within A Borough by Legislative Review, dated February, 1999.

**EXHIBIT J-5
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION**

City's most recent audit has been submitted to the Local Boundary Commission with its Petition For Annexation To A City Within A Borough by Legislative Review, dated February, 1999.

**EXHIBIT J-6
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION**

Ketchikan Gateway Borough's most recent comprehensive plan (attached).

1996 ADOPTED COMPREHENSIVE PLAN ISSUES & STRATEGIES

KETCHIKAN CHARACTER

Issue 1. What should be the future character of Ketchikan?

Regional Center for Trade, Industry, Culture, Health Care, Transportation and Education which retains individual freedom and the unique physical character of Ketchikan. Ketchikan is committed to the enhancement and preservation of its residential neighborhoods, creating and maintaining adequate & affordable housing supplies and sustaining and expanding the commercial and industrial economic base.

ECONOMIC DEVELOPMENT

Goal. Expand and Diversify the Local Economy

Issue 1. Gravina Island development

- Strategy 1: Develop Land Use Plan
- Identify ownership of lands on Gravina for transportation needs.
 - Transportation corridors north & south of the airport.
 - Build roads.
 - Work with all landowners on Gravina
 - Mental health
 - Borough
 - Water-related uses on waterfront
 - Airport related industrial uses
 - Maintaining recreation and subsistence uses
 - Lewis Reef development
 - Land for airport expansion
 - Seafood industry facilities
 - Residential development
 - Large residential lots
 - Public beaches
 - Common waterfronts
 - Green belts
 - Moorage for small boats
 - Moorage for small planes

Strategy 2: Power, roads, sewer, water to support industry (commercial and industrial)

Issue 2. Public and private lands for commercial/industrial development

a. Marine

Strategy 1: Identify range of marine/industrial/commercial uses and zone accordingly to encourage waterfront-dependent and waterfront-related use

Strategy 2: Work toward Borough control of state controlled tidelands with an emphasis on those tidelands contiguous to developed areas.

Strategy 3: Completion and full utilization of Ketchikan Shipyard

b. Upland

Strategy 1: Develop land use plan for economic development, identifying lands for industrial/commercial use

Issue 3. Encourage development of employment opportunities

Strategy 1: Support sustainable timber industry

- Value Added
- Sustained Yield
- Renewal of Contract

Strategy 2: Market our community and the opportunities here

- Create market schemes to recruit new employment opportunities/industries to Ketchikan

Strategy 3: Support sustainable fisheries industry

- Value Added

Strategy 4: Support the Overall Economic Development Program's (OEDP) efforts to become a Community Development Corporation (CDC)

Issue 4. Management of renewable public resources

Strategy 1: Identify resources (including subsurface and non-renewable)

Strategy 2: Expand Borough to maximum boundaries allowed by State law

Issue 5. Infrastructure for visitor industry

Strategy 1: Prepare a plan to see what the capability of the community is to provide tourism and the related infrastructure to that tourism.

Strategy 2: Support existing plans and infrastructure for visitor industry, cruiseships and independents, analyzing the needs of the visitor industry and expand infrastructure to meet those needs for a year-round visitor industry

- Ecotourism, hunting, fishing, older/younger, and winter/summer (year-round)
- Cultural tourism and the arts.
- Aquarium

TRANSPORTATION

Goal. Insure Adequate Access

Issue 1. Develop a strategic transportation plan

Strategy 1: Bridge

Strategy 2: Enhance Ferry Access

Strategy 3: Identify short/long-term strategies for access to Gravina

Issue 2. Access to all borough lands

Strategy 1: Develop an access plan to all Borough lands

Issue 3. Major transportation corridors

a. Existing

Strategy 1: Encourage State to finish Tongass Avenue improvements

- Strategy 2: Encourage State to maintain existing roads
- Strategy 3: Ask State to develop an interim strategy to address safety on Tongass Highway, including bikes, pedestrians, commercial/private vehicles
- Strategy 4: Reduce congestion on Tongass Highway through encouraging reduction of vehicle use (mass transit, flex time, park & ride, etc.)
- Strategy 5: Complete pavement of North and South Tongass to the end of existing roads

b. New

- Strategy 1: Develop construction standards for new and reconstructed roads
- Strategy 2: Develop the road connection to Leask Lakes/Shelter Cove at Carroll Inlet and support Cross Island Road to Anchor Pass or Shrimp Bay
- Strategy 3: Adopt Secondary Bypass Route (1986 Comprehensive Plan) from Mountain Point to Wards Cove to prevent infringement
- Strategy 4: Identify corridors for bike and pedestrian paths and non-motorized trails, both urban and non-urban
- Strategy 5: Support Prince of Wales alternative ferry and other alternative ferry projects

Issue 4. Marine transportation

- Strategy 1: Borough work to form a Port Authority to address transportation issues
- Strategy 2: Borough will contact proper authorities to get title to tidelands
- Strategy 3: Increase ferry service to Gravina Island
- Strategy 4: Provide small boat access and short-term moorage at the Airport, if possible

Issue 5. Alternative transportation modes

- Strategy 1: Develop park-and-ride strategy to address areas of high congestion
- Strategy 2: Investigate possibility of water-taxis
- Strategy 3: Develop additional bicycle/pedestrian paths

Issue 6. Access to recreation lands

- Strategy 1: Encourage more trails & incorporate the goals of the Outdoor Trails Coalition Plan where appropriate
- Strategy 2: Develop/designate trails for motorized use during winter
 - a. Develop an interagency trail plan and develop trails accordingly
- Strategy 3: Develop additional boat ramps
- Strategy 4: Maintain and expand public access to public beaches
- Strategy 5: Develop more public harbors
- Strategy 6: Develop public fishing floats
- Strategy 7: Support the development of roaded access to current and new recreational areas
- Strategy 8: Develop recreational vehicle plan which addresses transportation (shuttles), parking, and services

Issue 7. Air transportation

- Strategy 1: Develop seaplane port on Gravina Island
- Strategy 2: Encourage development of north taxiway at the Airport
- Strategy 3: Empower a Port Authority to address Borough air transportation

LAND USE

Goal. Ensure the Efficient Use of Land Resources in the Borough

Issue 1. Minimize conflicts between uses

- Strategy 1: Water uses
- Strategy 2: Revise the present zoning ordinance to change standards as they relate to conflicts between land uses including but not limited to noise, parking, excavation, site development, traffic and views
- Strategy 3: Explore the possibility of revising the code to allow areas of performance-oriented zoning

Issue 2. Establish intense development districts

- a. Industrial
- b. Commercial
- c. Residential

- Strategy 1: Identify those lands appropriate for development either as industrial or commercial and initiate a program to move lands from public to private
- Strategy 2: Examine public lands suitable for industrial, commercial, waterfront development, and transportation corridors prior to establishing intense development districts

Issue 3. Identify public lands suitable for residential and other non-commercial development

- Strategy 1: Develop a use plan for public properties and identify those which are most appropriate for all types and densities of residential development
- Strategy 2: Contact Mental Health and State to encourage them to begin their disposal efforts in Ketchikan
- Strategy 3: Incorporate plan development provisions in zoning code to ensure maximum opportunity for flexible siting, design, and construction of residential developments (PUD)

Issue 4. Affordable housing

- Strategy 1: Encourage development of affordable housing through incentives
 - a. Explore the possibilities of making suitable parcels of land available at below market rates for developers willing to construct quality low & moderate income housing
 - b. As an incentive, grant density bonuses which permit construction of more units than permitted by underlying zoning to developers who exceed legal requirements and meet the criteria for low income housing
- Strategy 2: Support community efforts to provide affordable housing
- Strategy 3: Promote an ordinance to allow for the disposal of raw residential land outside of the subdivision ordinance

Issue 5. Mineral extraction zones

- Strategy 1: Identify potential mineral extraction zones. After identification, develop a land use

plan for implementation when and if the mineral resource develops

Issue 6. Rock extraction zones

Strategy 1: Identify potential rock extraction zones. After identification, develop a land use plan for implementation.

Issue 7. Identification of watershed resources

a. Public water supply b. Watersheds

Strategy 1: Use existing plans and other available resources to identify potential water sources and protection for public water supplies

Strategy 2: Update plans as needed

Issue 8. Streamline the development review process to reduce costly delays

COMMUNITY FACILITIES

Goal. Provide the facilities necessary for maintaining the general health, welfare, safety, education, and economic base of the community

Issue 1. Public services to support identified intensive development areas in the borough

Strategy 1: Develop infrastructure necessary to create areas identified in Land Use Issue 2, Strategy 2

Issue 2. Sewer and water facilities

Strategy 1: Develop a water and sewer plan for new and existing areas not addressed in intense development areas

Strategy 2: Recommend adoption of area-wide sewer powers

Strategy 3: Develop a comprehensive on-site sewage disposal program identifying workable options for construction and maintenance

Issue 3. Adequate and affordable energy and power supplies

Strategy 1: Implement development of transportation/utility corridor, Ketchikan-Swan Lake-Tyee Intertie

Strategy 2: Support community efforts to secure funding for energy-related projects

Strategy 3: Support any and all efforts to the development of additional hydro generational projects

Issue 4. Availability of harbor and port facilities

Strategy 1: Pursue (under Title 29) borough-wide Port Authority

Strategy 2: Identify future port and harbor facility locations

Issue 5. Support regional center for health care

Strategy 1: Support efforts to secure funding for improvements and additions of Regional Health Care facilities and programs

Strategy 2: Ketchikan Gateway Borough should facilitate centralization of health care facilities through recognition of special district zoning

Issue 6. Identify indoor and outdoor recreation opportunities

Strategy 1: Adopt Parks and Recreation's existing plan

Strategy 2: Support development of regional park on or along the new Revilla Highway

Strategy 3: Amend existing Parks and Recreation plan as needed to include new projects

Strategy 4: Support Leask Lakes recreational opportunities as they are identified in a land-use plan for that area

Strategy 5: Support identification of public lands for suitable golf course

Issue 7. Support educational facilities

Strategy 1: Support efforts to improve and develop educational facilities

Strategy 2: Identify and designate lands for new educational facilities

Strategy 3: Support Ketchikan Housing, Inc. in their efforts to build student housing in Ketchikan

Strategy 4: Support the University of Alaska, Southeast-Ketchikan

Issue 8. Support cultural facilities, public libraries and museums

Strategy 1: Support efforts to improve and develop cultural facilities (i.e. theater, Native culture, and arts)

Strategy 2: Develop and implement long-term arts and cultural facility plan

Strategy 3: Support community efforts to develop and improve the museum

Strategy 4: Support community efforts to develop and improve public libraries

Strategy 5: Support community efforts to develop aquarium

Issue 9. Public Safety

Strategy 1: Support the police, fire, state troopers and emergency medical services

WASTE MANAGEMENT

Goal. Design and implement a waste program to meet current and future needs

Issue 1. Waste management, reduction, and recycling

Strategy 1: Identify and develop waste disposal sites suitable for long-term use

Strategy 2: Develop a regional solid waste collection/recycling center and disposal facility

Strategy 3: Collection/disposal program with fee structure based on volume reduction

Strategy 4: Training program to promote waste reduction and recycling

Strategy 5: Encourage development of industry to utilize recycled materials

Strategy 6: Set waste reduction goals and develop a plan to achieve it

Strategy 7: Encourage Borough to adopt solid waste disposal powers and waive all fees

Strategy 8: Making recycling easier

COMMUNITY DESIGN

Goal. Design and maintain the natural and built attributes of Ketchikan to support the character of our community

Issue 1. Identify and enhance the traditional character of Ketchikan's neighborhoods and districts

- Strategy 1: Support the development of neighborhood specific plans Borough-wide
- Strategy 2: Encourage State Department of Transportation to fully consider neighborhood integrity during transportation planning

Issue 2. Community design incentives

- Strategy 1: To provide economic incentives for compliance with community design i.e. property tax breaks

Issue 3. Identify and protect Ketchikan's historic landmarks and districts

- Strategy 1: Develop code changes to encourage recognition and possible preservation of historic resources
- Strategy 2: Work with Historic Ketchikan Inc. to develop a Historic Development Master Plan to identify sites, districts and building of historic significance

Issue 4. Pedestrians

- Strategy 1: Identify where key pedestrian linkages are needed in the community and include these linkages as part of a CIP program
- Strategy 2: Incorporate pedestrian access considerations in Borough planning
- Strategy 3: Provide appropriate and adequate lighting

Issue 5. Parking

- Strategy 1: Develop overall parking strategy and plan
- Strategy 2: Develop in conjunction with the neighborhood plans
- Strategy 3: Develop incentives for property owners who provide additional off-street parking
- Strategy 4: Modify parking stall standards to reflect industry standards
- Strategy 5: Provide incentives for the development of seasonal parking for RV's and oversized vehicles

Issue 6. Regional and neighborhood parks and playgrounds

- Strategy 1: Develop in conjunction with the neighborhood plans
- Strategy 2: Continue to support and develop Rotary Beach
- Strategy 3: Identify and recommend near shore/underwater marine parks (i.e. Mt. Point, etc.)

Issue 7. Support neighborhood associations and service areas in the city and borough

- Strategy 1: Develop in conjunction with the neighborhood plans
- Strategy 2: Notify neighborhood organizations of proposed land use actions and other related issues which affect them directly

Issue 8. Views

- Strategy 1: Examine viewshed potential problems and

analyze solutions, taking into account private property rights

Strategy 2: Maintain current scenic area status and maintain water viewshed designations in 1936 Comprehensive Plan (i.e. Clover Pass scenic area)

Strategy 3: Maintain viewshed designations in 1986 Comprehensive Plan 4.d.

Issue 9. Adopt the Central Business District Waterfront Master Plan Update

COASTAL ZONE MANAGEMENT

Goal 1: To follow proper procedures to have a section in the Comprehensive Plan that can serve as Coastal Zone Management Plan

Strategy 1: Use the Comprehensive Plan as a base for CZM Plan following all applicable laws

BOROUGH LANDS

Goal. Manage Borough lands for the health, welfare and economy of the community

Issue 1. Develop master land use plan

- Strategy 1: Manage Borough Lands for a variety of uses
 - a. Develop a plan/program for the future use of Borough Lands
- Strategy 2: Manage Borough-owned lands in an economically efficient manner
- Strategy 3: Identify Borough-owned lands suitable for industrial, commercial, recreational, and residential development (see Strategy 1, subsection a.)
- Strategy 4: Identify Borough-owned lands suitable for quality, affordable housing (see Strategy 1, subsection a.)
- Strategy 5: Identify Borough-owned lands for green belts and neighborhood parks (and incorporate into neighborhood plans) (see Strategy 1, subsection a.)
- Strategy 6: Identify and designate Borough-owned lands for passive use & other uses, such as: recreation, visual, habitat, education, cultural, open space, and natural areas (see Strategy 1, subsection a.)
- Strategy 7: Consideration & recognition of uses of adjacent lands when designating Borough land use
- Strategy 8: The KGB should encourage whenever possible the State of Alaska and the Division of Natural Resources to facilitate the transfer of title of Borough Lands
- Strategy 9: Conservation of natural resources
- Strategy 10: Maintain clean air and water

OTHER ISSUES

Issue 1. Consolidation of City and Borough governments

KETCHIKAN GATEWAY BOROUGH COMPREHENSIVE PLAN FISCAL 1996-97 ACTION PLAN

Priority	Issue	Strategy	Action	Responsibility	Completion Schedule
1	Encourage development of employment opport.	Support sustainable timber industry.	Support renewal of contract, etc.	Borough Assembly/Staff	At all opportunities.
2	Gravina Island Development	Develop Land Use Plan for Gravina Island.	Develop plan	Planning Dept	June, 1997
3	Sewer & water facilities.	<i>Develop a water and sewer plan for new and existing areas.</i>	Complete Plan.	Planning, Engineering.	June, 1997
4	Gravina Island Development	Power, roads, sewer, water to support industry.	Design, funding and construction	Borough Mgr & Assembly	June, 1997
5	Public & Private Lands for Comm/Ind Devel.	Identify range of marine/comm. Industrial and zone accordingly	Work with property owners to rezone	Planning Dept	June, 1997
6	Public & Private Lands for Comm/Ind Devel.	Work toward Borough control of state controlled tidelands	Initiate process for Borough control	Planning, Law, Mgr & Assembly	June, 1996
7	Public & Private Lands for Comm/Ind Devel.	Completion and full utilization of Ketchikan Shipyard.	Insure improvements funded & completed.	ADOT, AIDA, & Assembly.	June, 1997
8	Public & Private Lands for Comm/Ind Devel.	Upland: Develop LUP for econ development, Ind/Comm.	Identify lands for econ. development.	Planning Dept.	June, 1997
9	Coastal Zone Mgmt	Use the Comp Plan as a base for CZM plan.	Update CZM Plan following process.	Planning Dept.	June, 1997
10	Encourage development of employment opport.	Market our community and the opportunities here.	Develop recruitment program w/marketing.	Planning	June, 1997
11	Encourage development of employment opport.	Support sustainable fisheries industry.	Assist with efforts to enhance value added	Planning, Mgr & Assembly.	June, 1997
12	Encourage development of employment opport.	Support the OEDP efforts to become a CDC.	Provide admin asst. to facilitate.	Law, Planning	June, 1997
13	Management of renewable public resources	Expand Borough to maximum boundries allowed by State	Begin expansion process	Law, Planning Assembly	June, 1997

COMPREHENSIVE PLAN FISCAL 1996-97 ACTION PLAN

Priority	Issue	Strategy	Action	Responsibility	Completion Schedule
14	Marine Transportation	Borough work to form a Port Authority - also see note below.	Develop necessary administrative process	Law, Planning, Manager	June, 1997
15	Waste management, reduction & recycling	Identify and develop waste disposal sites for long term.	Identify 4 alternative sites & examine.	Planning, Manager	June, 1997
16	Develop a strategic transportation plan	Bridge	Pursue all opportunities to fund.	Manager, Transportation.	June, 1997
17	Develop a strategic transportation plan	Enhance ferry access.	Identify opportunities to enhance.	Transportation.	June, 1997
18	Major transportation corridors.	Encourage State to finish Tongass Avenue Imp.	Work with ADOT to insure schedules met	Planning, Transportation.	June, 1997
19	Major transportation corridors.	Develop the road connection to Leask Lakes/Shelter Cove.	Identify necessary road alignment.	Planning, Manager.	June, 1997
20	Establish intense development districts.	Examine public lands suitable for industrial, commercial, etc.	Evaluate public lands with potential.	Planning.	June, 1997
21	<i>Affordable Housing.</i>	<i>Support community efforts to provide affordable housing.</i>		Planning.	June, 1997

Text added by Assembly = *"and develop a small boat moorage at the airport."*

**EXHIBIT J-7
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION**

Photographs of the territory proposed for annexation (attached), and have been submitted via electronic transmission.

EXHIBIT J-8
OTHER INFORMATION NOT REQUIRED TO BE
INCLUDED WITH THE FORMAL PETITION

Photographs representing major facilities and services of the City are referenced below and have been transmitted electronically. Exception: Photographs previously submitted to the Local Boundary Commission with the City's Petition For Annexation To A City Within A Borough by Legislative Review, dated February, 1999 are listed separately and have not been re-transmitted.

Exhibit J-8(1)	City Hall
Exhibit J-8(2)	Police Department
Exhibit J-8(3)	Fire Department
Exhibit J-8(4)	Fire Department Westend Station
Exhibit J-8(5)	Bar Harbor
Exhibit J-8(6)	Casey Moran Float
Exhibit J-8(7)	Hole-In-The-Wall
Exhibit J-8(8)	Knudson Cove
Exhibit J-8(9)	Mountain Point Boat Launch Facility
Exhibit J-8(10)	Thomas Basin
Exhibit J-8(11)	Public Works Warehouse
Exhibit J-8(12)	Public Works Solid Waste Disposal
Exhibit J-8(13)	Public Works Wastewater Plant
Exhibit J-9(14)	Public Works Maintenance/Garage
Exhibit J-8(15)	Ketchikan Public Utilities Administration
Exhibit J-8(16)	KPU Electric Warehouse
Exhibit J-8(17)	KPU Water Warehouse
Exhibit J-8(18)	KPU Ketchikan Power Plant
Exhibit J-8(19)	KPU Bailey Power Plant
Exhibit J-8(20)	KPU Telephone Warehouse
Exhibit J-8(21)	KPU Maintenance/Garage

Photographs previously submitted:

Exhibit I-9(1)	Ketchikan General Hospital (new construction)
Exhibit I-9(2)	Ketchikan General Hospital (main entry)
Exhibit I-9(3)	Berth I
Exhibit I-9(4)	Berth II
Exhibit I-9(5)	Ted Ferry Civic Center
Exhibit I-9(6)	Totem Heritage Center
Exhibit I-9(7)	Gateway Human Services
Exhibit I-9(10)	Bayview Cemetery
Exhibit I-9(11)	Museum and Library

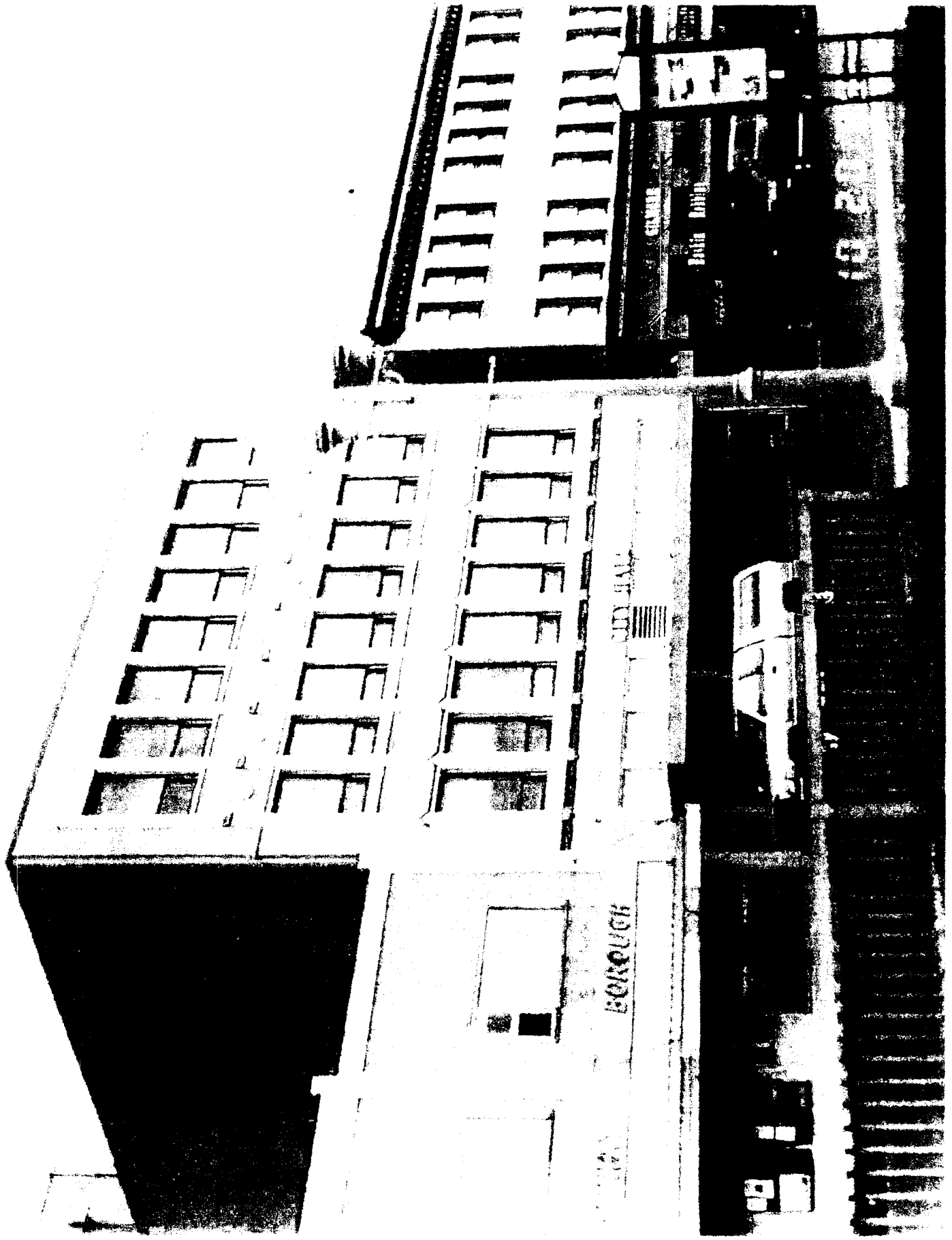


Exhibit J-8(1) City Hall

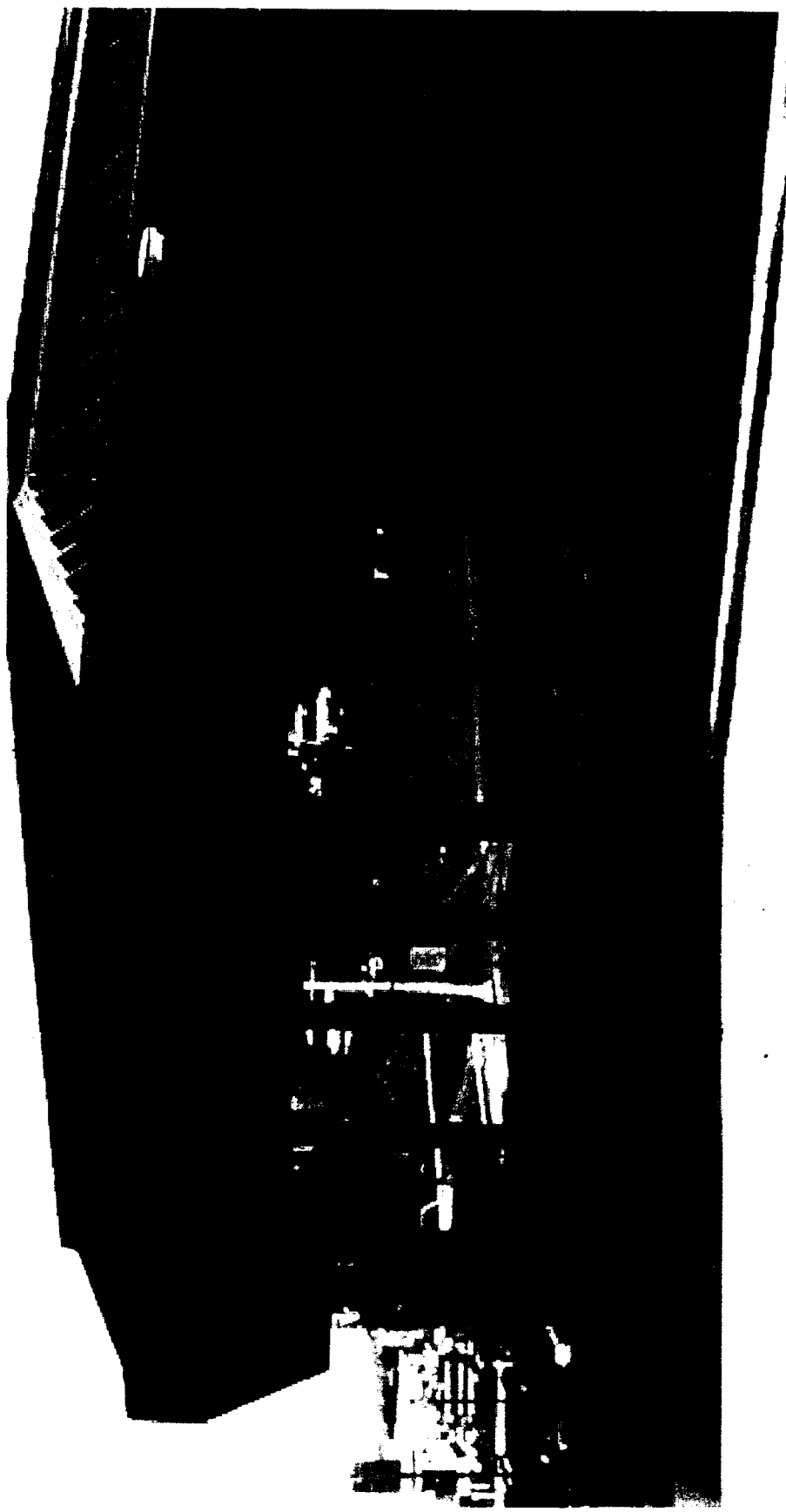


Exhibit J 8(2) Police Department

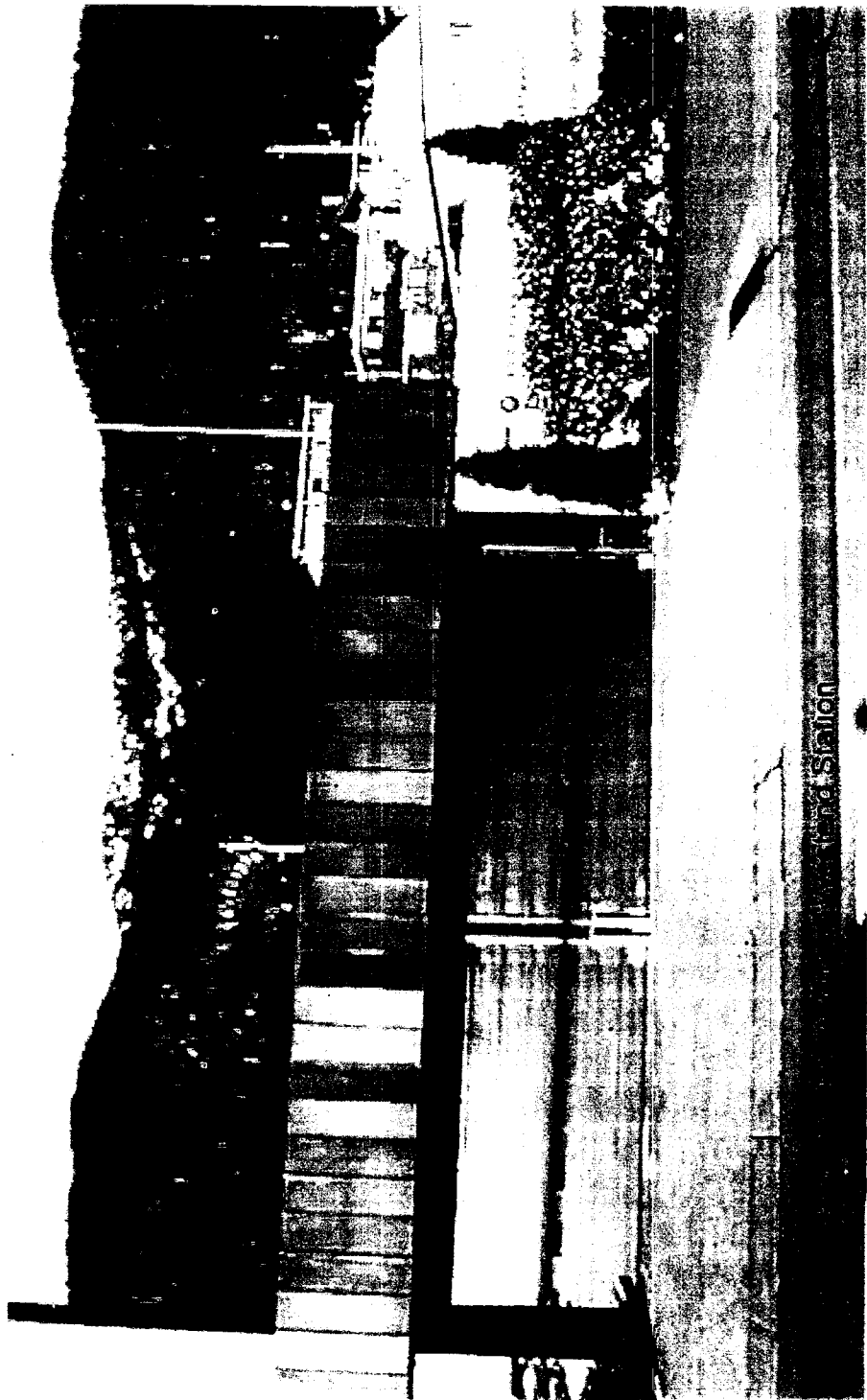






Exhibit J-8(5)Bar Harbor



Exhibit J-8(6)Casey Moran Float

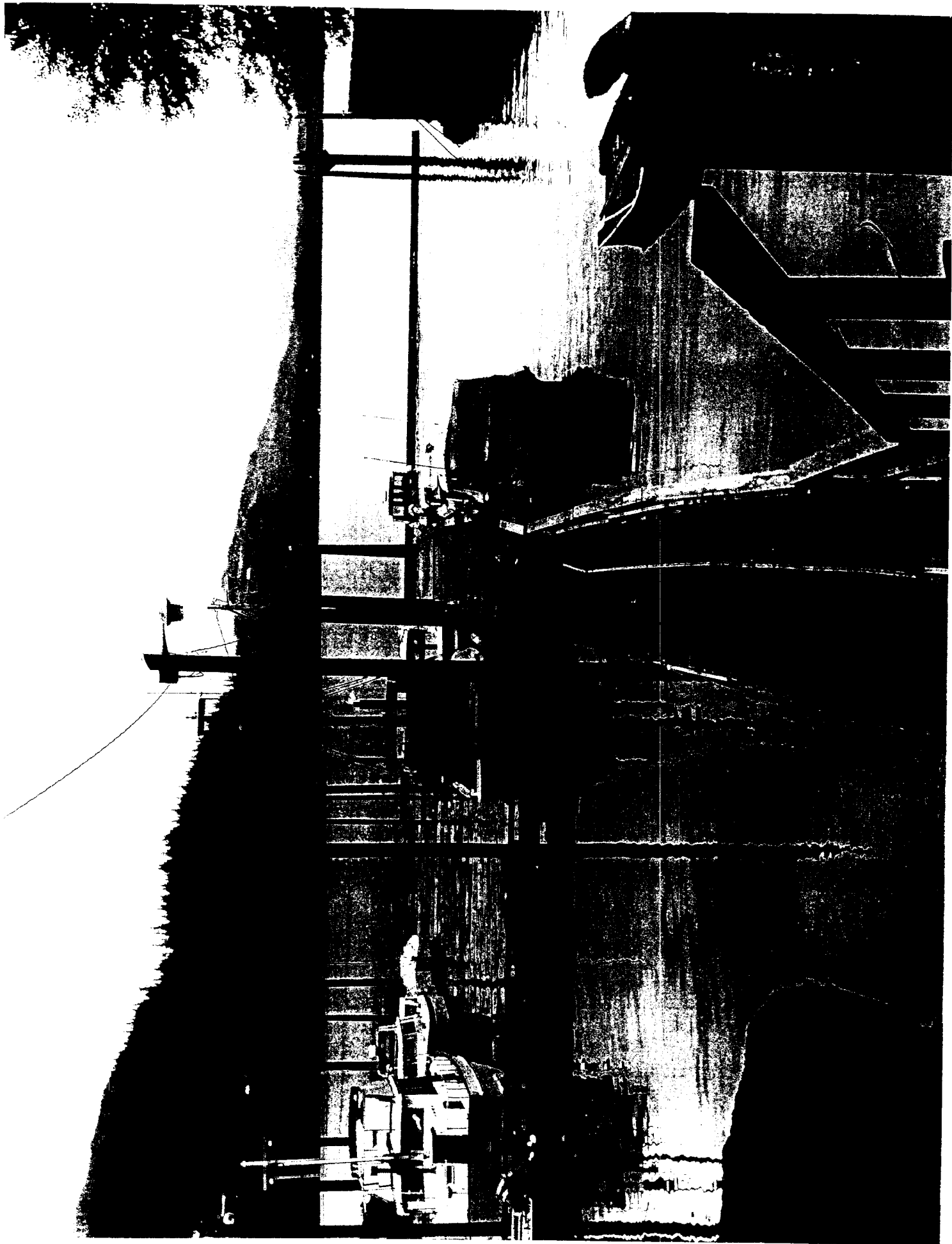


Exhibit J-8(7)Hole-In-The-Wall

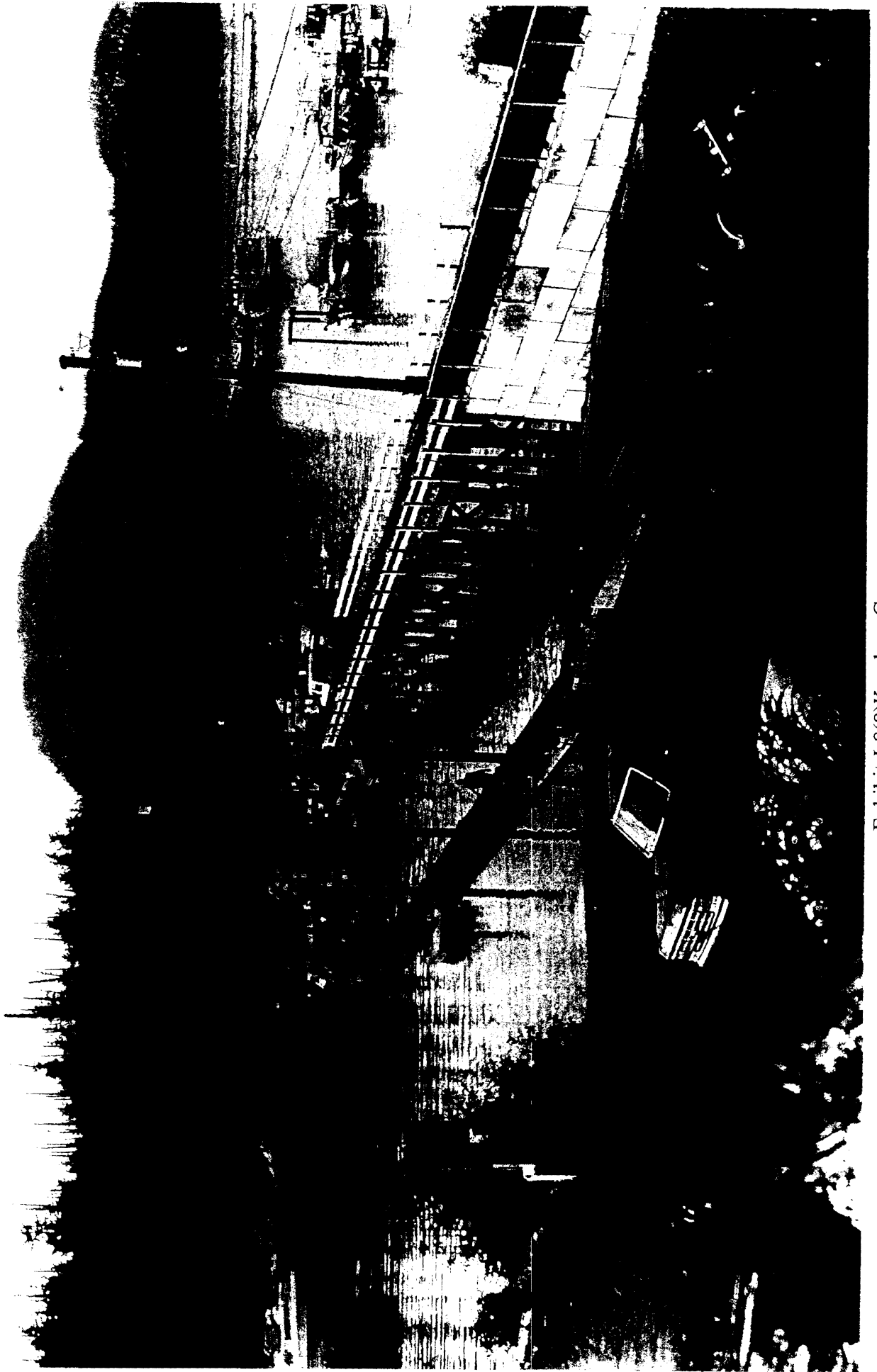


Exhibit L-8(8)Kmurison Cove

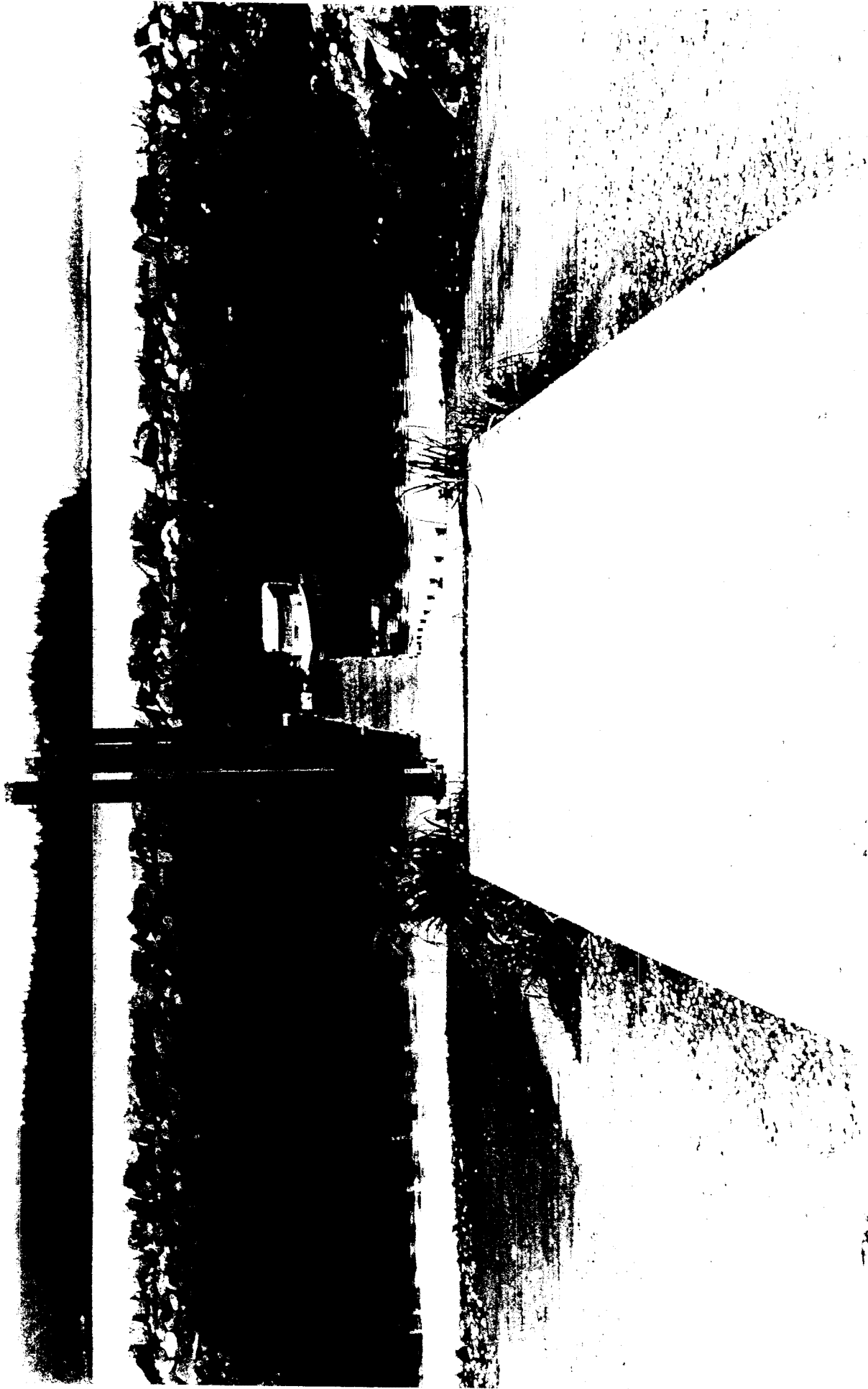


Exhibit J-8(9)Mountain Point Boat Launch Facility



Exhibit J-8(10)Thomas Basin

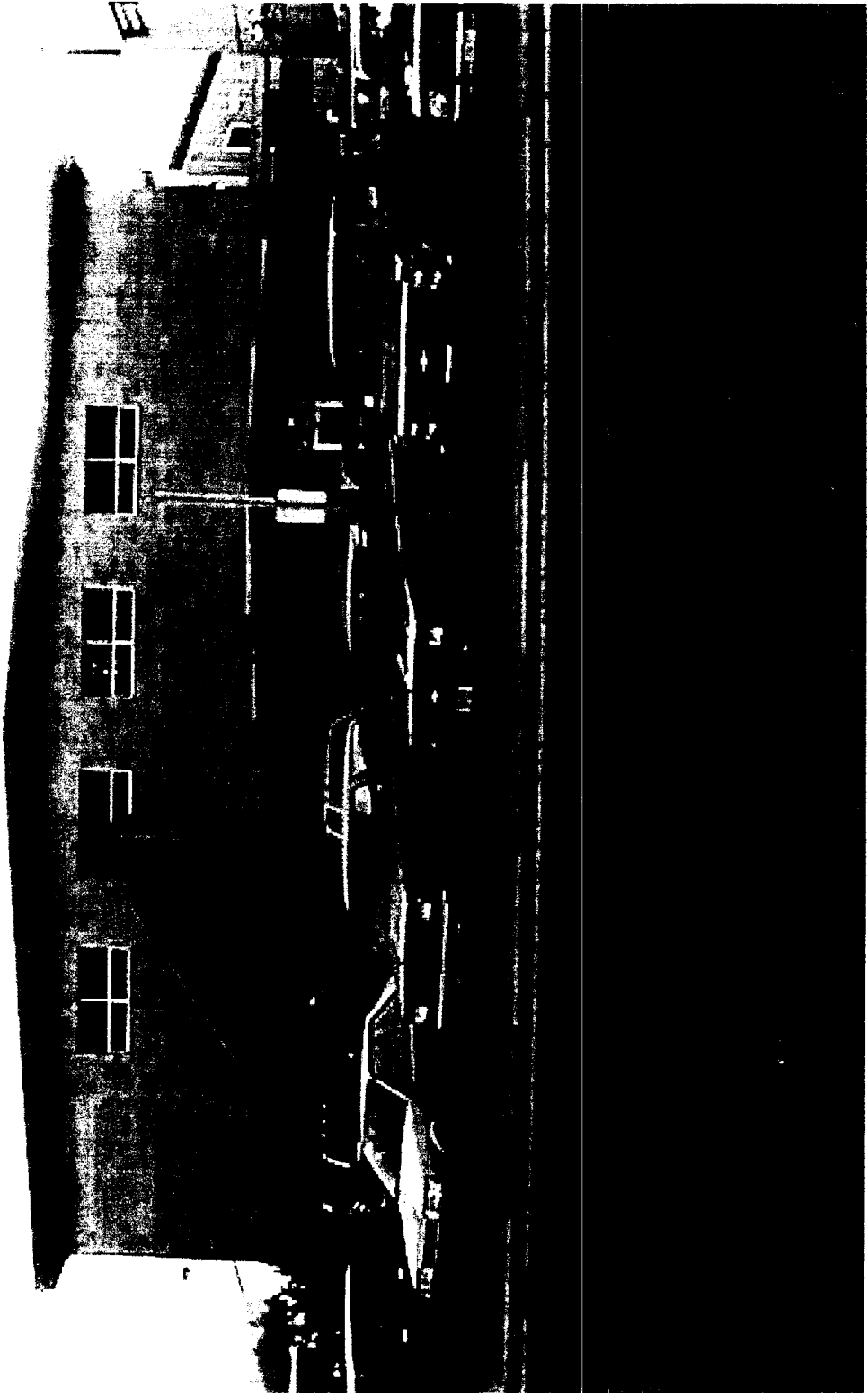


Exhibit J-8(11) Public Works Warehouse



Exhibit J-8(12)Public Works Solid Waste Disposal



Exhibit J-8(13) Public Works Wastewater Plant



Exhibit J-8(14)Ketchikan Public Utilities Administration

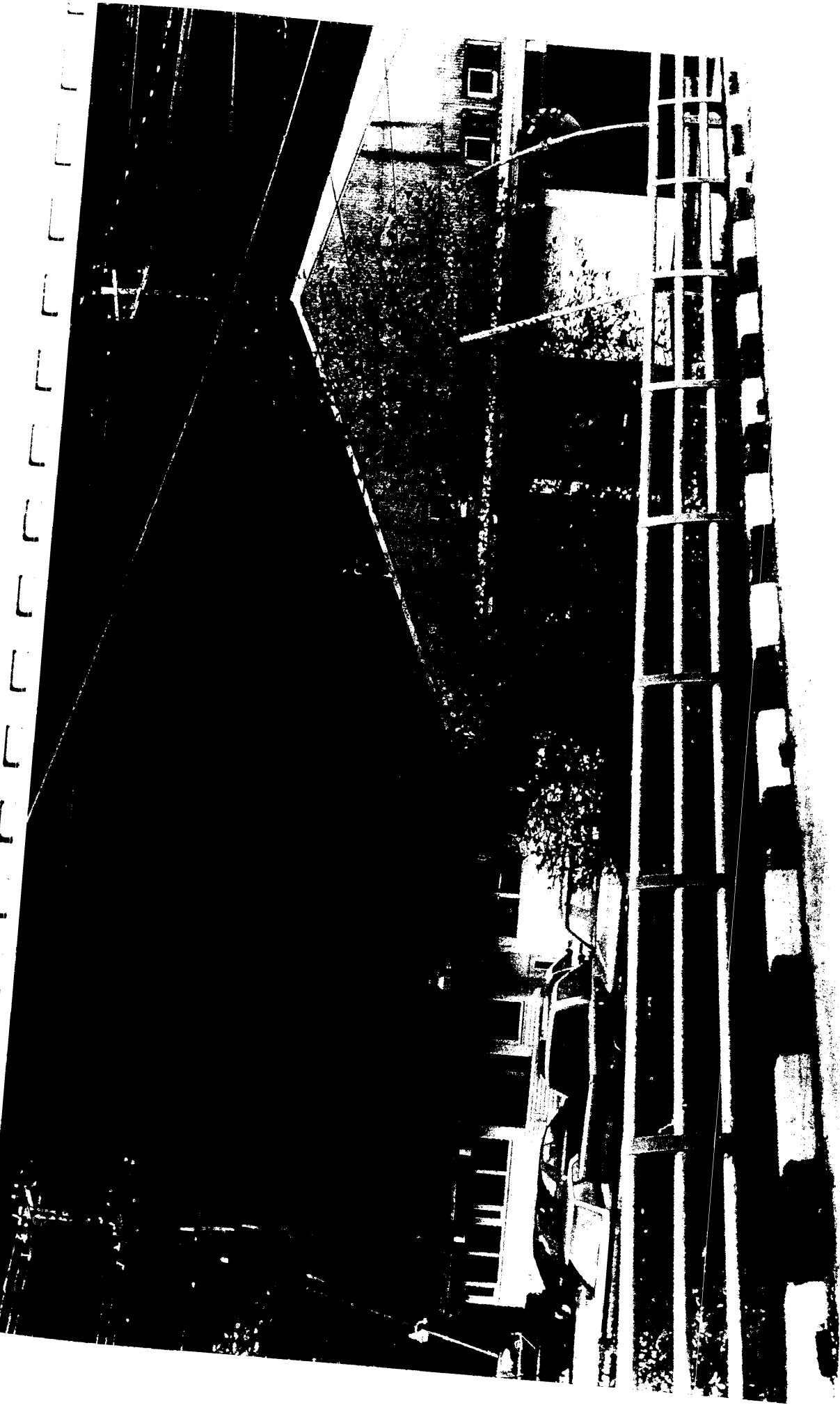
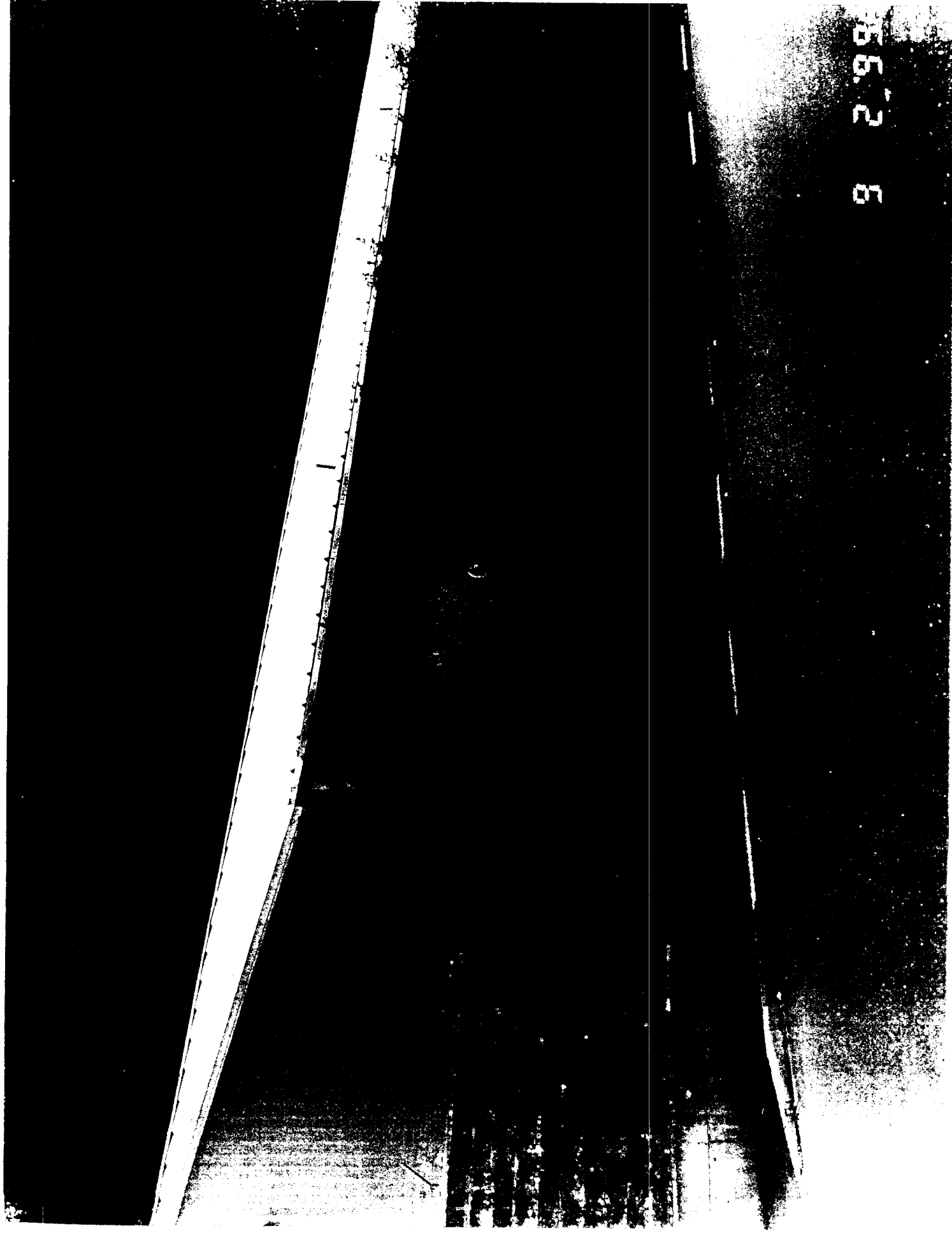


Exhibit J-8(15)KPU Electric Warehouse



8.6.2 8

Exhibit I-8(16)KPII Water Warehouse

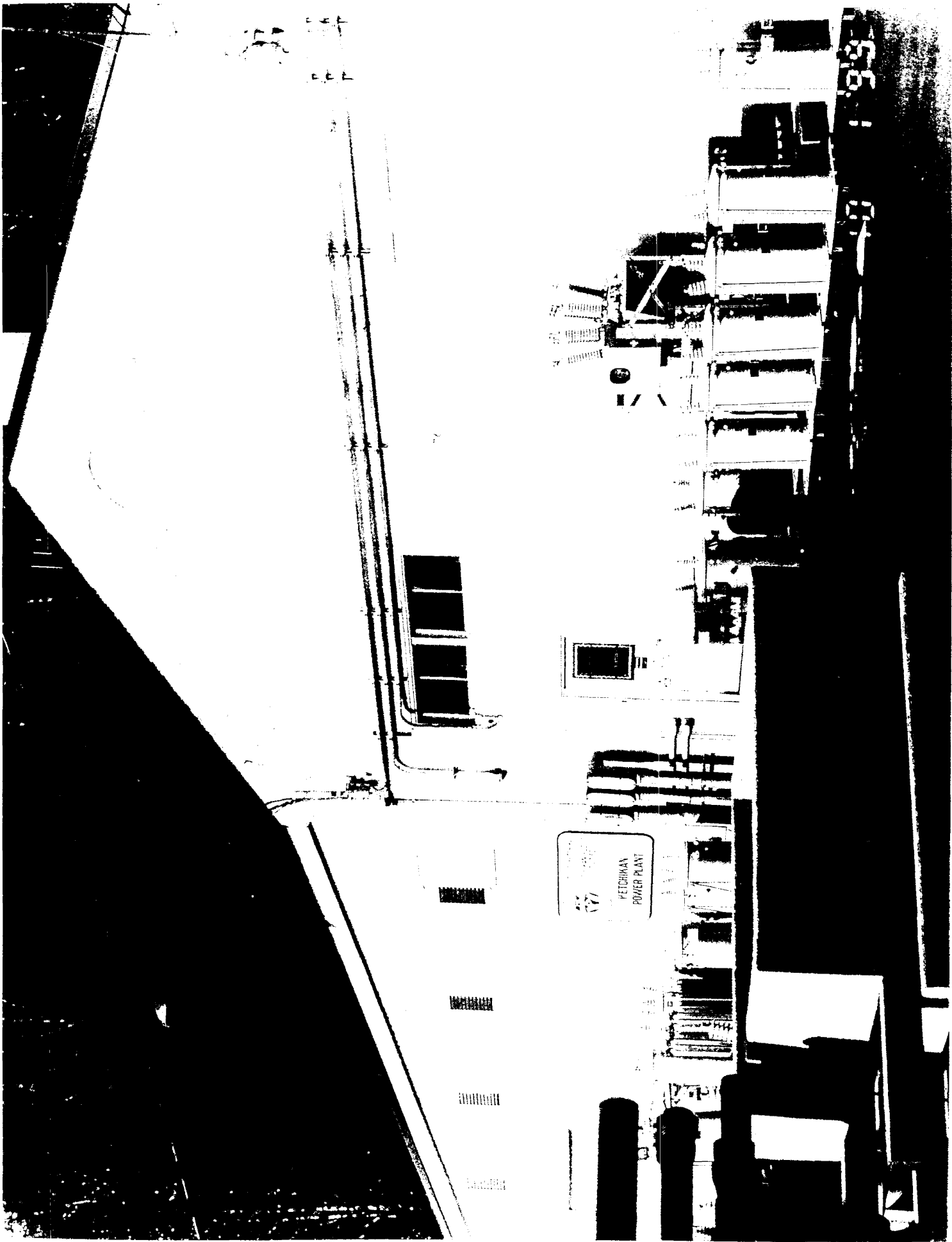
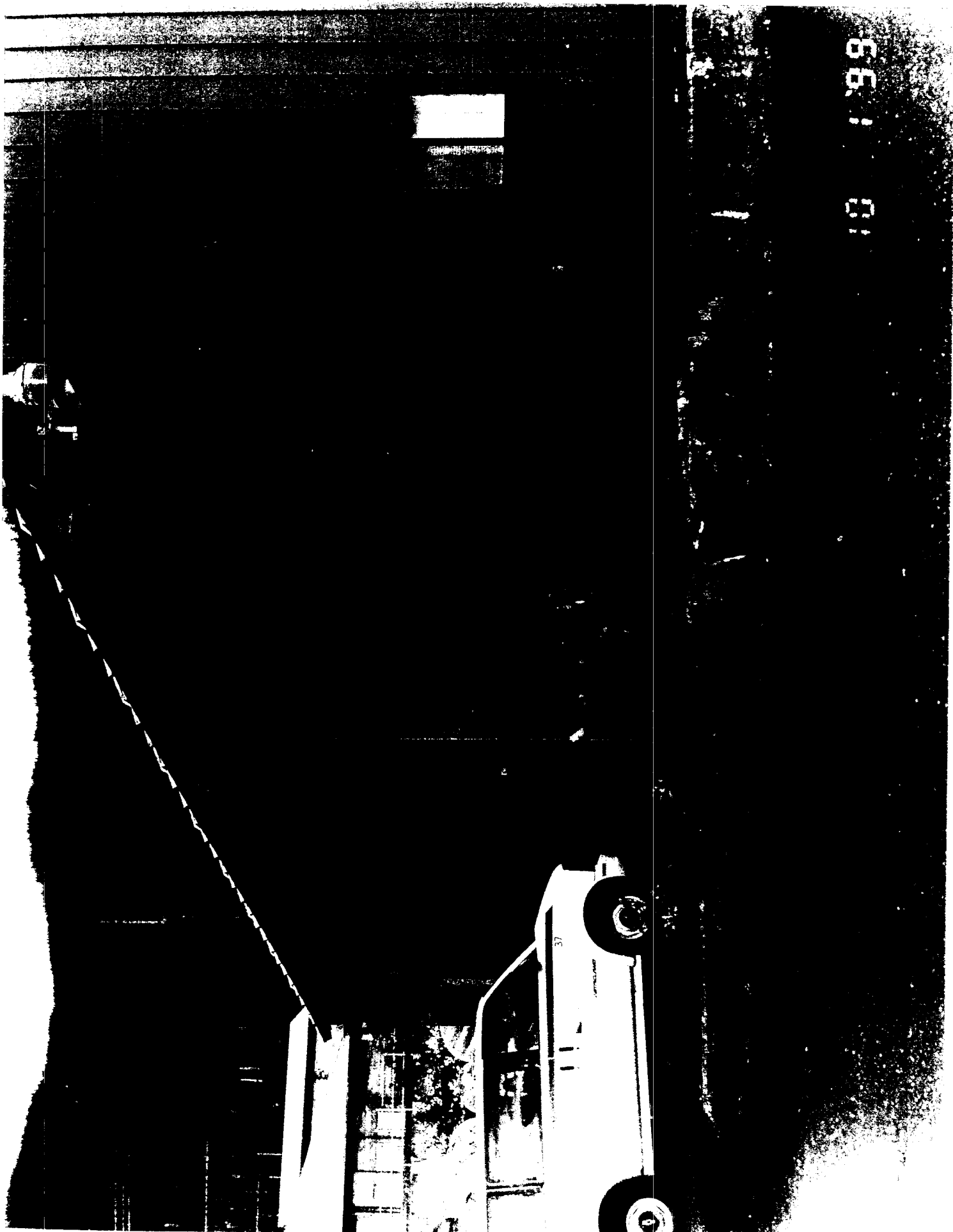


Exhibit J-8(17)KPI | Ketchikan Power Plant



Exhibit J-8(18)KPU Bailey Power Plant



10 1999

Exhibit L8(10)KPII Telephone Warehouse