



**SOUTHEAST ISLAND SCHOOL DISTRICT
BOARD OF EDUCATION**
Special Meeting
Thursday, October 13, 2022

VISION STATEMENT

Students are equipped to realize their dreams and aspirations.

MISSION STATEMENT

Together we will foster student skills to achieve their goals and thrive in an ever-changing world.

AGENDA

MEETING: 1:00 PM
LOCATION: Audio/Video Conference
VIRTUAL URL: <https://us02web.zoom.us/j/87917971702?pwd=K2V4OHp4TVQvTE95eUgycHdONnNKUT09>

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. WELCOME TO VISITORS
6. PUBLIC COMMENT 2
7. BUSINESS ITEMS
 - A. Utility Easement for Tract 4A of Alaska State Land Survey No. 96-31 4
 - B. Hollis School Overhead Power Line Relocation by AP&T, Alaska Power Company (\$29,448.27) 10
8. PUBLIC COMMENT
9. BOARD COMMENT
10. ADJOURNMENT

MEETING CONDUCT

The School Board desires to conduct its meetings effectively and efficiently. All Board meetings shall begin on time and shall be guided by an agenda prepared and delivered in advance to all Board members and other designated persons.

Parliamentary Procedure

Board meetings shall be conducted by the president in a manner consistent with adopted Board bylaws and generally accepted parliamentary procedures.

Quorum

A majority of the number of filled positions on the Board constitutes a quorum.

Unless otherwise provided by law, affirmative votes by a majority of the Board's membership are required to approve any action under consideration, regardless of the number of members present.

Abstentions

The Board recognizes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. A member may only abstain due to a publicly declared conflict of interest. When a member abstains because of a conflict of interest, the abstention shall be considered to concur with the action taken by the majority of those who vote, whether affirmatively or negatively.

(cf. 9270 - Conflict of Interest)

Public Participation

Because the Board has a responsibility to conduct district business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board.

1. The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each agenda item.
2. At a time so designated on the agenda, members of the public also may bring before the Board matters that are not listed on the agenda of a regular meeting. The Board may refer such a matter to the Superintendent or designee or take it under advisement. The matter may be placed on the agenda of a subsequent meeting for action or discussion by the Board.
3. A person wishing to be heard by the Board shall first be recognized by the president. They shall then identify themselves and proceed to comment as briefly as the subject permits.

MEETING CONDUCT (continued)

4. The President may establish rules to govern the procedure whereby persons address the Board.
5. With Board consent, the president may modify the time allowed for public presentation or may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.
6. No oral presentation shall include charges or complaints against any employee of the Board, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. Charges or complaints against employees must be submitted to the Board under the provisions of Board policy and administrative regulations related to such complaints.

(cf. 1312.1 - Complaints Concerning School Personnel)
(cf. 9312 - Executive Sessions)

7. No disturbance or willful interruption of any Board meeting shall be permitted. Persistence, by an individual or group, shall be grounds for the chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared if necessary.

(cf. 9320 - Meetings)
(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

ALASKA STATUTES
29.20.020 Meetings public

Review 1/04, 1/05
Revised 6/11



SOUTHEAST ISLAND SCHOOL DISTRICT

P.O. Box 19569, 1010 Sandy Beach Road, Thorne Bay, Alaska 99919
(907) 828-8254 Fax: (907) 828-8257 E-mail: sisd@sisd.org

Meeting: October 13, 2022 – Special Board of Education Meeting

Category: Business Item

Subject: Utility Easement for Tract 4A of Alaska State Land Survey No. 96-31

RECOMMENDATION

It is the administration's recommendation that the School Board approve the Utility Easement for Tract 4A of Alaska State Land Survey No. 96-31.

PERTINENT FACTS:

The following information was provided by AP&T:

To move forward with the line relocation portion of the New Hollis School, AP&T will require easement not only for the relocated line but for the existing line that runs to the covered play area. As far as the covered play area is concerned there was no information stating that it would be fed from the new Hollis school once it was constructed. AP&T has to assume that because there was no mention of that being fed from the new school that it will continue to be fed the way it currently is. If at a later date SEISD wishes to feed from the new school and wishes to abandon the line feeding the covered play area then AP&T can come in and remove that line. After five years without AP&T equipment in the easement per DNR,

AP&T is acquiring easement for its equipment. It allows us access and ability to maintain AP&T assets in the field. Where we do not have easements, we are acquiring them.

The District's attorney reviewed the easement and said that it is acceptable from a legal standpoint. It is a standard "utility easement" in that it grants AP&T the ability to install and maintain utility lines. It contains an indemnity clause in favor of the District, which is helpful. The easement is necessary for AP&T to legally be able to legally install and maintain the lines. As for the added portion, there is no legal issue with the extra area being added to the easement.

RECOMMENDED MOTION:

Approve the Utility Easement for Tract 4A of Alaska State Land Survey No. 96-31.

After Recording in the Ketchikan
Recording District, Return to:

Alaska Power & Telephone Company
193 Otto Street
P.O. Box 3222
Port Townsend, WA 98368
Atten: Ashley Nelson

UTILITY EASEMENT

Effective as of the date this Utility Easement is recorded, Southeast Island School District ("Grantor" herein), whose address is P.O. Box 19569, Thorne Bay, AK 99919 hereby grants, conveys and warrants to Alaska Power Company, an Alaska corporation ("APC"), whose address is P.O. Box 3222, Port Townsend, WA 98368 and Alaska Telephone Company, an Alaska corporation ("ATC" and collectively with APC and the successors and assigns of each of APC and ATC, "Grantee"), whose address is P.O. Box 3222, Port Townsend, WA 98368, for the purposes hereinafter set forth, a perpetual easement over, across and under a portion of the following described real property (the "Property" herein) located in the Ketchikan Recording District, First Judicial District, State of Alaska and legally described as:

TRACT 4A OF ALASKA STATE LAND SURVEY NO. 96-31, CONTAINING 3.020 ACRES, MORE OR LESS, ACCORDING TO THE SURVEY PLAT RECORDED IN THE KETCHIKAN RECORDING DISTRICT ON AUGUST 18, 1997, AS PLAT 97-50.

Except as otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property described as follows:

See Exhibit Drawing "A" on page 4 of this document. The allocated portion of Tract 4A.

(the "Right-of-Way").

The terms and conditions of this grant of this easement for utility purposes are:

1. Purposes. Grantee, jointly and severally, shall have the right to erect, construct, reconstruct, and install and to operate, maintain, repair, alter, inspect, replace, improve, relocate, remove and enlarge one or more telephone, electric, cable, internet or similar transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, and all additional lines and facilities as Grantee determines are necessary or desirable hereafter, which may include but are not limited to the following:

OVERHEAD FACILITIES: Poles, wire, telephone plant and cable TV plant, guy wire, transformer, riser conduit, metering assemblies and circuit breaker housings; and

UNDERGROUND FACILITIES: Underground conduits, cables, vaults, manholes, switches and transformers; semi buried or ground mounted facilities such as pads, transformers and switches;

(collectively, the "Facilities").

2. Ownership of Facilities. Grantor agrees that all of the Facilities are and shall remain the property of Grantee or Grantee's successors, assigns, licensees, or permittees as the case may be and removable at Grantor's or their option, as applicable.

3. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property as determined to be necessary, desirable or most expedient in order to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by Grantee's exercise of said right of access.

4. **Excavation; Cutting of Trees and Brush.** Grantee may excavate, remove soil or place material upon the Property as deemed necessary or desirable by Grantee for the Facilities. Grantee may also cut or trim any and all brush, shrubbery, under-growth, trees and other obstructions standing in or growing upon or near the Right-of Way, and also has the right to cut or trim any of the same located upon the Property which, in Grantee's reasonable judgment, are or might be a hazard to the Facilities.

5. **Grantor's use of Right-of-Way.** Grantor may use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided, that, without the prior written consent of Grantee, Grantor shall not (a) construct or maintain any improvement, building or other structure on the Right-of-Way, (b) blast within 300 feet of the Facilities, (c) interfere with lateral support of the Right-of-Way, or (d) excavate or fill any portion of the Right-of-Way.

6. **Indemnity.** Upon the recordation of this easement and continuing until it is terminated, Grantee shall, at its own expense, hold harmless, indemnify, and defend Grantor from and against any and all suits, actions, claims, demands, liens, penalties, losses, damages, fines, judgments or decrees, and any expenses incurred in connection therewith to the extent arising from: (i) the injury or death of any person and/or damage to any property arising out of or connected directly or indirectly with the use by Grantee of the Easement; or (ii) the Grantee's breach of the terms of this Agreement, but only to the extent that any of the foregoing were not caused by Grantor's wrongful acts or Grantor's negligence.

7. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install any of the Facilities on the Right-of-Way within any period of time from the date hereof.

8. **Ownership.** Grantor covenants that they are the legal owner of the Property, and that the Property is free and clear of all encumbrances and liens of whatsoever nature except the following:_____.

9. **Enforceability.** If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, the remainder of this document (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition set forth herein shall be valid and enforceable to the fullest extent permitted by law. Furthermore, in lieu of each such invalid or unenforceable provision, there shall be added automatically as a part hereof a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

10. **General.** The Right-of-Way referenced herein runs with the land. This document constitutes the entire agreement of the parties relating to the subject matter hereof and shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns and all subsequent owners of the Property. There are no promises, terms, conditions, obligations, or warranties other than those contained herein. This document supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter hereof. This document, or any covenant, or restriction or undertaking contained herein, may be terminated, extended or amended only by the recording of the appropriate documents in the Ketchikan Recording District, First Judicial District, State of Alaska, which documents must be executed by all of the parties hereto or the respective successor and assign of each of the parties hereto except in the case of abandonment under Section 7, above. No provision of this document shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No waiver of any one breach of any of the

covenants and/or agreements herein contained shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement. No failure by any party to insist upon the strict performance of any provision of this document, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision or of any other provision. No waiver of any provision of this document shall be deemed a waiver of any other provision hereof or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

Grantor: Southeast Island District

By: _____
Name/Title: _____
Date: _____

State of Alaska)
)
First Judicial District)

This is to certify that the foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the Grantor named herein.

Notary Public in and for the State of Alaska
My commission expires _____

Grantees:

Alaska Power Company, an Alaska corporation

By: _____
Michael Garrett, President

Alaska Telephone Company, an Alaska corporation

By: _____
Michael Garrett, President

STATE OF WASHINGTON)
)
COUNTY OF Jefferson)

On this ____ day of _____, 202____, before me, a Notary Public in and for the State of Washington, personally appeared Michael Garrett, to me known to be:

- 1. the President of ALASKA POWER COMPANY, an Alaska corporation; and
- 2. the President of ALASKA TELEPHONE COMPANY, an Alaska corporation;

the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporations for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument on behalf of each of such corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year first above written.

Print Name: _____
Notary Public in and for the State of Washington
Residing At: _____
My commission expires:

HOLLIS ANCHORAGE

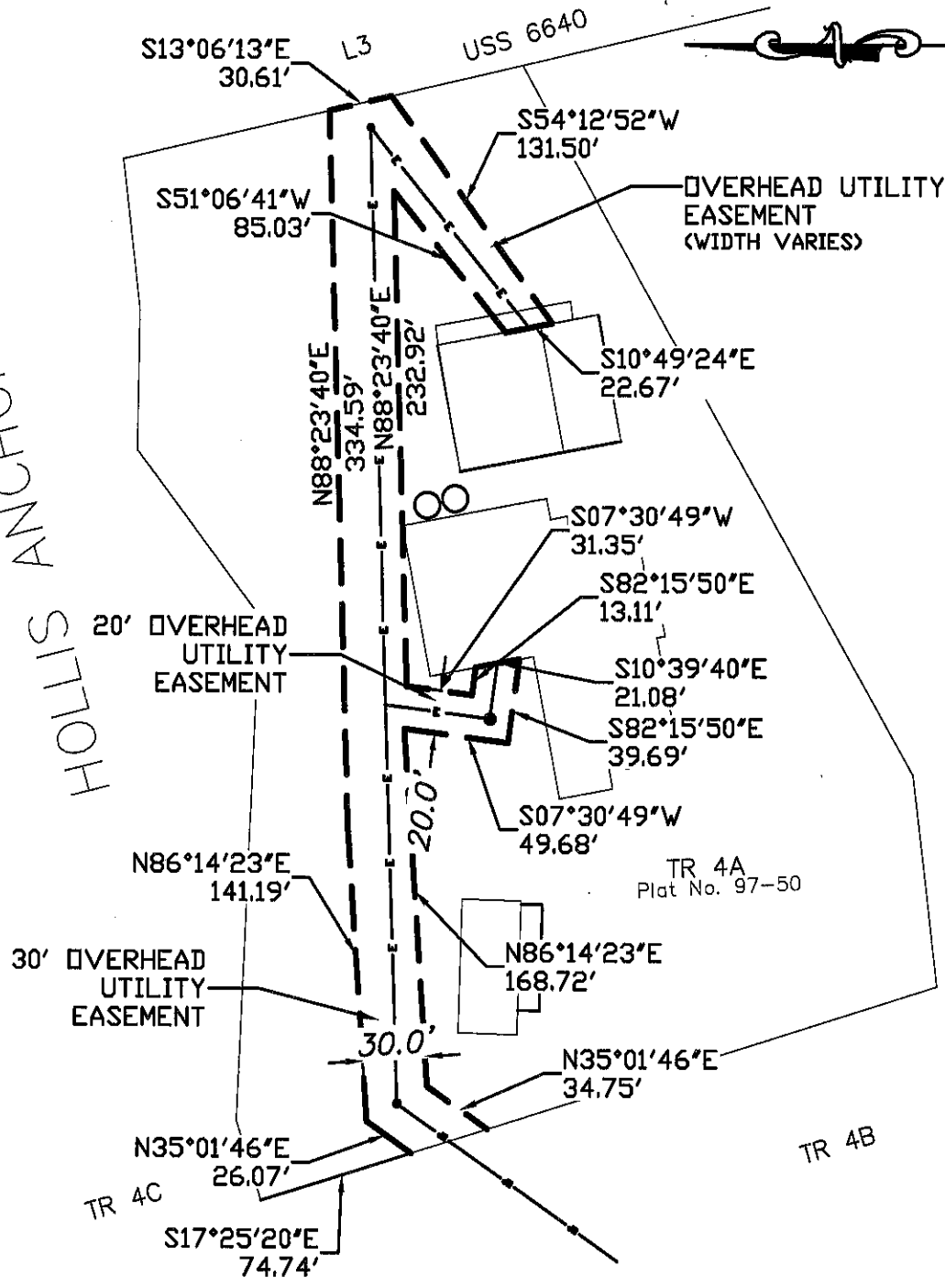
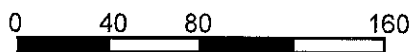


EXHIBIT "A"

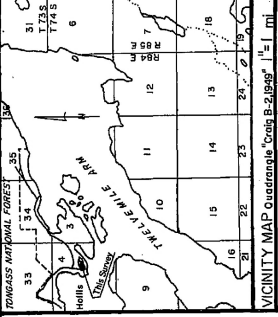
SOUTHEAST ISLAND SCHOOL DISTRICT
TRA 4A (Plat 97-50)
HOLLIS, AK

SCALE 1"=80'

THIS DRAWING MAY BE REDUCED,
VERIFY SCALE BEFORE USING



NOTE: THIS SITE MAP DOES NOT CONSTITUTE AN AS-BUILT SURVEY



VICINITY MAP Quadrangle "Craig B-2195" 1" = 1" MI

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, the undersigned, hereby certify that I am the Director, Division of Land and the State of Alaska is the owner of ASLS 96-31, as shown hereon. I hereby approve this survey and plat for the State of Alaska, and dedicate for public or private use as noted, easements, public utility areas, and/or right-of-way as shown and described hereon.

Date: August 6, 1977 R. L. Clark, Director, Division of Land

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn before me this 6th day of August, 1977.
 For: Richard A. Leebauer
Richard A. Leebauer
 Notary Public for Alaska
 My Commission Expires 12-10-2000



APPLICANT'S CERTIFICATE

We, the undersigned, hereby certify that we are the applicants show hereon. We hereby approve this survey and plat.

ADL No. 108186
 Dated: July 16, 1977 R. L. Clark

NOTARY'S ACKNOWLEDGEMENT

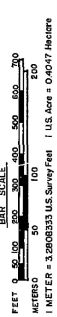
Subscribed and sworn before me this 16th day of July, 1977.
 For: Richard A. Leebauer
Richard A. Leebauer
 Notary Public for Alaska
 My Commission Expires 12-10-2000



SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska. I have personally supervised the work shown by me or under my direct supervision, that the monuments shown hereon actually exist as described, and that all dimensions and other data are correct.

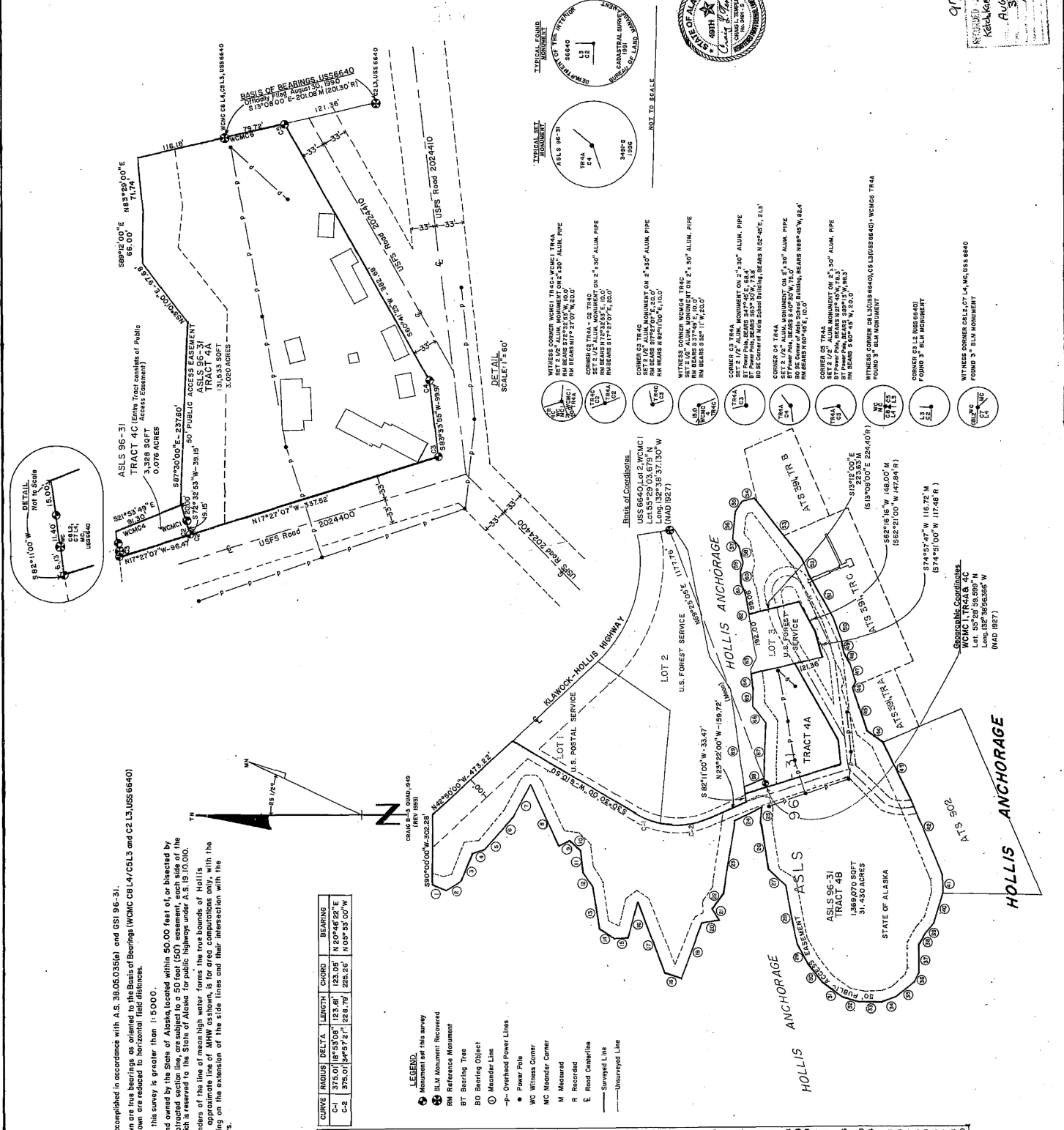
Date: 7-11-77
Craig L. Temple
 Craig L. Temple, A.C.S. No. 3491



STATE OF ALASKA
 DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF LAND
 ANCHORAGE, ALASKA

ALASKA STATE LAND SURVEY NO. 96-31
 A SUBDIVISION OF LOT 4, USS 6640
 SECTION 4, T.74.S., R. 84 E., C.R.M., ALASKA
 KETCHIKAN RECORDING DISTRICT

DRAWN BY: ASL/D
 DATE: 8/2/78
 SCALE: 1" = 200'
 FILE NO.: ASLS 960031



NOTES:
 1. This survey was accomplished in accordance with A.S. 36.05.035(e) and GSI 96-31.
 2. All bearings shown are true bearings as oriented to the Basis of Bearings (WMCB C8 L4/C8 L3 and C2 L3, USS 6640) and distances shown are reduced to horizontal field distances.
 3. The accuracy of this survey is greater than 1:5000.
 4. All acreage of land owned by the State of Alaska located within 50.00 feet of, or bisected by a surveyed or proposed section line, are subject to a 50 foot (50') easement, each side of the section line, which is reserved to the State of Alaska for public highways under A.S. 19.10.010.
 5. The natural meanders of the line of mean high water forms the true bounds of Hollis Anchorage. The approximate line of MHW is shown, is for area computations only, with the true corners being on the extension of the side lines and their intersection with the natural meanders.

ORDER LINE TABLE
 4- USS 6640

| BEARING | DIST. | CURVE | RADIUS | DELTA | LENGTH | CHORD | BEARING |
|-------------------------|--------|-------|--------|----------------|--------|--------|-----------------|
| S 72° 01' 18" 59" 00" E | 123.81 | C-2 | 375.00 | 149° 52' 12" E | 123.81 | 123.81 | N 20° 46' 22" E |
| S 72° 01' 18" 59" 00" E | 75.56 | | | | | | N 03° 39' 50" W |
| S 72° 01' 18" 59" 00" E | 123.81 | | | | | | N 20° 46' 22" E |
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SOUTHEAST ISLAND SCHOOL DISTRICT

P.O. Box 19569, 1010 Sandy Beach Road, Thorne Bay, Alaska 99919
(907) 828-8254 Fax: (907) 828-8257 E-mail: sisd@sisd.org

Meeting: October 13, 2022 – Special Board of Education Meeting
Category: Business Item
Subject: Hollis School Overhead Power Line Relocation by AP&T, Alaska Power Company (\$29,448.27)

RECOMMENDATION

It is the administration's recommendation that the School Board approve the Hollis School Overhead Power Line Relocation by AP&T, Alaska Power Company.

PERTINENT FACTS:

AP&T met with Dawson Construction, the Hollis School Replacement Project contractor, and settled on a plan to relocate the overhead power lines North of their current position. The new location is on the field side of the new fire access lane. There will be two new 50-foot poles installed and framed accordingly: reframing of the break off pole to accommodate the two additional phases, anchor for the break-off pole and the two newly installed poles, and the existing tangent pole at the far East side of Tract 4 along with an anchor installed here as the line relocation changes this pole to an angle.

This proposal reflects the changes to the location of an existing line and then the additional infrastructure needed to continue to serve the old Hollis school/water treatment building. It covers only the cost of the primary pole relocation and infrastructure needed to get the existing Hollis School and water treatment building back on.

RECOMMENDED MOTION:

Approve the Hollis School Overhead Power Line Relocation by AP&T, Alaska Power Company, for \$29,448.27.