



City of Hoonah | P.O. Box 360 | 300 Front Street | Hoonah, AK 99829  
Phone: (907) 945-3663 Fax: (907) 945-3445

# Planning & Zoning Commission Meeting

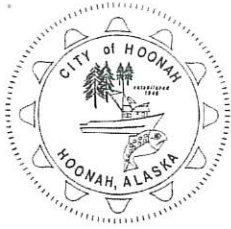
Thursday, July 27, 2023 at 7 p.m.

## In Council Chambers

The ZOOM call-in number is 1-907-253-215-8782. The Meeting ID is 897 4528 8214 and  
Passcode is 853496

## Agenda

- I. Call to Order
- II. Roll Call
  - A. Approval of Meeting Minutes [June 22, 2023]
- III. Old Business
  - A. None
- IV. New Business
  - A. Conditional Use Permit for Greenhouse- HIA
  - B. Request for Sublease on City Lease Lot-Kate Dempsey
  - C. Conditional Use Permit for Employee Housing & Camp Maher Generator Update- Huna Totem
- V. Future Agenda Items
- VI. Adjournment



**Planning & Zoning Commission Meeting**  
**Thursday June 22, 2023 at 7 p.m.**

**Meeting Minutes**

**I. Call to Order**

Meeting Called to Order at 7:00 p.m.

**II. Roll Call**

**Present:** Nadine Morrison, Gordon Greenwald, Jeff Skaflestad, Val Gamble-Houston, Mark Browning, Ken Meserve

**Absent:** Thomas Courtney

**A. Approval of Meeting Minutes of May 25, 2023**

M/S K. Meserve/J. Skaflestad made a motion for the approval of the meeting minutes of May 25, 2023.

**Motion passed by voice vote.**

**III. New Business**

**A. Conditional Use Permit for Employee Housing & Camp Maher Generator Update -Huna Totem**

Mr. Fred Parady was in the audience to speak on this item. He shared that there is a page attached to his packet about the headway they have made since the last meeting. The new generator was moved into position last Saturday and turned on, on Monday. It is substantially quieter. The next item to work on is getting the sound suppression wall established and it is under construction as we speak. He shared that he's talked to the neighbors and they are appreciative. Mr. Parady further shared that he spoke with Brandon Shaw from IPEC. Mr. Shaw is still looking at Huna Totem's request. He's also looking at the availability of a pad transformer. If a pad transformer isn't available, then Huna Totem will have to go out and buy a pole transformer. Administrator Gray explained that Brandon Shaw is coming to Hoonah for several reasons. They are investigating a remote generator site for additional power capacity in town. We are looking at putting in an additional seasonal generator in the industrial Coho Creek neighborhood. The location we are thinking of is across the street from Tonsgaard where they could roll a generator in, install a pole and hook into the town's power grid. This would give enough power for the Cold Storage and ISP's needs. We don't have space at the current generator site for this additional seasonal generator. Commissioner Greenwald shared that he'd like Planning & Zoning to be a part of the IPEC meetings they are having because he just found out that HIA is requesting a generator be installed. He stated that it's Planning & Zoning's job to plan, and so far this body hasn't done any planning involving power. He shared that he wants to know what's going on and if he doesn't know what's going on, he doesn't need to be here. He stated that he wants to meet with IPEC, HIA, ISP, Cold Storage and anyone that has a future need. He wants to know, and wants to plan. His concern is for where the Administrator Gray is identifying putting the additional generator. It's zoned conservation. Administrator Gray explained that it's in the industrial neighborhood is why he chose that spot.



Chairman Greenwald said that it has been zoned a conservation zone. It's been used for blacktop equipment, storage etc... Administrator Gray asked Commissioner Greenwald what the intertie is between Planning & Zoning and discussions about additional power needs? Commissioner Greenwald reiterated that P & Z's job is to conduct "planning & zoning." Planning is a big part of that job. Administrator Gray shared that the Mayor is already setting up meetings between IPEC and other interested entities. Commissioner Greenwald said that he is formally requesting a public meeting between IPEC and Planning & Zoning. If it needs to be a special meeting then that's fine. He said he'd like to know what to expect in the future. He doesn't believe this is the end of ISP's needs. Commissioner Browning asked Mr. Fred Parady if he had a date for when the sound abatement wall is going to be finished. Mr. Parady said it should be finished within days. The ISP crew is tackling that right now.

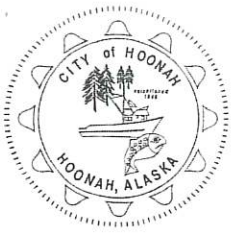
Commissioner Greenwald reminded Mr. Parady, that if ISP/Huna Totem is not able to hook up with IPEC, the Conditional Use Permit that was given them expires on June 25<sup>th</sup>. If they are still running the generator even with the suppression wall, it would probably be in their best interest to file another conditional use permit for this current generator to continue to use it until they can get IPEC hook-up. Mr. Parady replied that he was actually hoping to extend the conditional use permit into the end of July or August where they can get it done. He shared that he doesn't want to overpromise and underdeliver. Commissioner Greenwald stated that the paperwork would be to request a new conditional use permit for the new generator with the suppression walls installed. Mr. Parady shared that he resubmitted a new conditional use permit, and added his signature on June 16<sup>th</sup> for this June 22<sup>nd</sup> meeting. Commissioner Browning asked questions regarding the conditional use permit. Commissioner Greenwald shared that since Huna Totem put in a new conditional use permit, it's up to the Commission to determine the conditions of this conditional use permit. It needs to be reasonable and attainable. Mr. Parady explained that Huna Totem/ISP made substantial improvement. This generator is much quieter. The sound suppression wall isn't done, so one condition might be to finish the suppression wall in the next week and to revisit this in the August meeting. Mr. Parady also said he's hoping to have significant progress with IPEC, come August. A lengthy discussion ensued about sound decibels and what should be allowed. Community member Andy Savland asked if there would ever be a conditional use permit issued for the man camp in the first place; this new addition. Reading the ordinance, you have to have a conditional use permit. The only thing we are talking about right now is the generator, but what about the additional 50 people that are living there and the constant traffic. Referring to the generator noise, he stated that the original generator was loud 24/7. It's not like you bought a house and there was something already existing. This came after. When you move something in, it's noticeable. This is not something to be taken lightly.

**M/S V. Gamble-Houston/N. Morrison made a motion to grant a conditional use permit through July 27, 2023 which is the date of the next Planning & Zoning meeting at which time we will get an update. A condition of this permit is to have the suppression wall up and Huna Totem/ISP will meet with IPEC to see if IPEC can meet their needs.**

**Amendment to the motion**

**M/S K. Meserve/V. Gamble-Houston amended the motion to say that this whole process with ISP/Huna Totem is not to be setting a precedence.**

**B. Rezone Request- Danny Levine**



Administrator Gray shared that the City of Hoonah has zoning regulations on marijuana sales and cultivation. The property east of the pavement past the clinic, you can grow and sell marijuana. Anywhere in town it, is not allowed by code. Mr. Lavigne would like to change the code to allow this to happen in town. Administrator Gray explained that this is only a zoning change request.

Mr. Dennis (Denny) Lavigne gave a verbal presentation regarding his request. He explained that his request is only for retail, not cultivation of marijuana. He explained that this is about a year long process, but knows that there are many residents of Hoonah that frequent his shop, the Alaskan Mason Jar, in Juneau, and is asked repeatedly if he could open up a shop here. He's wanting to see if there is a place to put a retail store west of the airport within walking distance. Obviously, it needs to be in an industrial or commercial zoned area. He understands the issue of having a cultivation place out the road due to the odor, but he's not going to be cultivating. He doesn't have a spot in Hoonah picked out, but just wanted to start the process of discussing the possibility. He is concerned because there is a strong black market in Hoonah and he would rather be able to sell marijuana legally and safely rather than it possibly being laced with something that could be deadly.

**M/S Commissioner Greenwald/K. Meserve made a motion for a recommendation from P & Z to the Council to allow retail of marijuana within commercial or industrial lands within the Hoonah Proper.**

**Motion passed by voice vote.**

Councilmember Savland stated that he was on Council when the ordinance was passed to push the sale of marijuana and cultivation past the pavement. One reason was because no one wants to see a pot dispensary within the City of Hoonah that children could walk past and know what was being sold there.

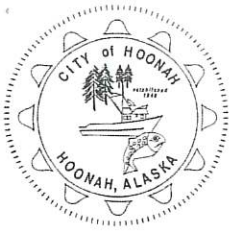
Commissioner Greenwald explained that unfortunately, the children here already know the black market. They can point out every marijuana seller here.

Community member, Andy Savland, asked Mr. Lavigne what he expects the tourist to do with marijuana if they were to buy some at a shop here? They can't smoke it in public, or bring it back on the ship with them. We would be opening up a whole other can of worms.

#### **IV. Comments-**

Commissioner Val Gamble-Houston asked if we could revise the P & Z agenda to allow time for people to speak and share actual comments and concerns. Commissioner Greenwald explained that he likes for people to be able to discuss what they'd like while we are actually discussing a topic. He doesn't feel like anyone goes away from the meeting feeling like they didn't get to share what they'd like. He understands that we aren't following Robert's Rules of Order but feels that people are able to discuss the topic better if they are allowed to speak during the topic being discussed.

**Future Agenda Items-**



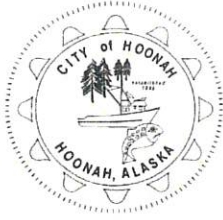
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M/S Commissioner Greenwald/V. Gamble-Houston made a motion for P & Z to formally request a meeting to meet with IPEC and any other interested entities to discuss future electrical needs of this community.

Motion passed by Voice Vote

**V. Adjournment**

Meeting adjourned at 8:08 p.m.



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**CITY OF HOONAH  
APPLICATION TO APPEAR  
BEFORE PLANNING & ZONING**

Name: Honah Indian Association Date: 7/24/2023

Address: PO BOX 602

Email Address: David.See@hiatribe.org

Phone: 907 723-6603

Hereby requests to be scheduled on the City Council meeting dated the 27 day of July, 2023

Purpose of Request: Request a conditional use permit for the construction of 30' x 60' Greenhouse on lot 1B-1 Hoonah Cultural subdivision USS survey 736

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Final approval of this application is subject to all necessary paperwork being submitted, as well as City staff requirements being met.

**This application must be submitted no later than 4:00 p.m. the Monday, one week and one day prior to the regularly scheduled City Council meeting. All plats, drawings, or visual material must also be submitted.**

 7/24/23  
City Administration Date





City of Hoonah

APPLICATION TO APPEAR  
BEFORE PLANNING AND ZONING

Date: 7/21/23

Name: Kate Dempsey

Address: P.O. Box 398 Hoonah, AK 99879

Phone: 541-957-0021

I hereby request to be scheduled for the Planning & Zoning meeting the 27<sup>th</sup> day of July, 2023.

**Purpose of Request:**

- Permission to park my pushcart reindeer sausage cart on the Fishermans Daughters lot (They are not charging me & thought it would help w/ their long lines)
- Where else I can vend
- Per AK regulations w/ a pushcart - I am allowed a grill & cooler immediately next to my stand - I want to ensure Hoonah also abides by that regulation. Thank you

Note: Final approval of this application is subject to all necessary paperwork submitted, as well as City code requirements being met. **This application must be submitted no later than 4PM one week prior to the regularly scheduled Thursday Planning & Zoning meeting.** All plats, drawings and/or visual materials must also be submitted at that time.

[Signature]  
City Administrator

7/21/23  
Date

Kdempsey RN@gmail.com



CITY OF HOONAH  
STANDARD LAND LEASE

THIS INDENTURE made this 1st, day of April, 2022, by and between the CITY OF HOONAH, ALASKA, whose address is P.O. Box 360, Hoonah, Alaska 99829, a municipal corporation (hereinafter called "Lessor") and **Dillon & Krist Styers dba Fisherman's Daughter**, P.O. Box 706, Hoonah, Alaska 99829 (hereinafter called Lessee").

WITNESSETH:

1. AUTHORITY. This lease is entered into pursuant to the authority of the City Council of the City of Hoonah, Alaska.
2. LEASED PREMISES. Lessor does hereby lease and Lessee does hereby take from Lessor, the premises described as follows: (hereinafter called "Leased Premises"), situated in the Sitka Recording District, State of Alaska:

**Lot Commercial 2, 10,935 SF of Hoonah Harbor Subdivision, Plat 2003-29.**

3. USE OF LEASED PREMISES. The Lessee agrees to use the Leased Premises for the purposes of its' business which is a Restaurant.

The Lessee shall use and occupy the Leased Premises in compliance with all applicable laws, regulations, ordinances, and orders, which a public authority has promulgated or may promulgate, including those relating to pollution and sanitation control. The Lessee shall not permit any unlawful occupation, business, or trade to be conducted on the Leased Premises. The Lessee shall properly locate itself and its improvements on the Leased Premises.

4. TERM. The term of this lease, shall be for a period of five (5) years, unless sooner terminated as hereinafter provided, or unless the Lessee shall have an option to continue at the end of this term under terms and conditions to be negotiated at the end of term between the Lessor and the Lessee and with Lessor approval.
5. HOLDING OVER. If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over shall constitute a tenancy from month-to-month only.
6. RENT. For the first year of the lease term and until adjusted by the Lessor as provided herein, the rent shall be \$5,400.00 per year to be paid in advance at the beginning of the year of the lease term or by monthly installment payments. The rental amount shall be adjusted at least as frequently as every other year, based on an evaluation by the City of Hoonah of fair market values within the community.
7. INTEREST ON LATE PAYMENTS. Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 18 percent per annum, if no rate has been set by ordinance.

Lessee hereby covenants and agrees to pay the rent when due and understands that payment of rent is a condition precedent to the continuance of this lease.

8. TAXES, ASSESSMENTS, AND LIENS. During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills which Lessee may become liable to pay including any tax on lease-holds imposed generally on lessees, and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, other than mortgage lien, against the Leased Premises or the improvements placed thereon.

9. ASSIGNMENT OR SUBLETTING OF PARCEL. The Lessee may not assign or sublet the Parcel without prior written approval of the Lessor. The Lessor may approve such assignment or subletting if the Lessor finds it to be in the best interest of the City of Hoonah. No assignment or subletting of the Parcel shall be approved until the assignee agrees to be subject to and governed by the provisions of this lease in the same manner as the original Lessee. No such assignment or subletting will be effective until approved by the Lessor in writing. No assignment or subletting of the parcel, or any portion thereof, by the Lessee shall annul the Lessee's obligation to pay the rent herein required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest, including any exposed airspace thereon, shall occur.

10. DENIAL OF WARRANTY REGARDING CONDITIONS. The Lessor makes no warranty, express or implied, nor assumes any liability whatsoever regarding the social, economic, or environmental aspects of the Leased Premises, to include, without limitation, the soil conditions, water drainage, natural or artificial hazards which may exist, or the profitability or fitness of the Leased Premises for any use.

11. EASEMENTS. Where applicable, Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside reserved for utility easements.

12. ENCUMBRANCE OF PARCEL. The Lessee, during the term of this lease, shall not encumber or cloud the Lessor's title to the Leased premises or any portion thereof, nor enter into any lease, easement, or other obligation of the Lessor's title without the prior written consent of the Lessor; and any such act or omission, without the prior written consent of the Lessor, shall be void against the Lessor.

13. VALID EXISTING RIGHTS. This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.

14. AMENDMENT. This lease may be amended only by an agreement in writing signed by both parties.

15. TERMINATION. Termination of this lease will occur under the following circumstances:

- a. The lease may be terminated at any time by mutual written agreement of the Lessee and the City Mayor.
- b. The City Mayor may terminate the lease if the Leased Premises are used for

any unlawful purpose or any purposes not authorized under this agreement.

- c. If the Lessee defaults in the performance or observance of any of the lease terms, covenants, or stipulations thereto, or any of the provisions of the Code of the City of Hoonah, and should default continue without remedy by Lessee of the conditions warranting default for thirty (30) calendar days after service of written notice by the City of Hoonah or such greater time as may be specified in the written notice, the Lessor may declare the Lease terminated. No improvements may be removed by the Lessee or any other person during the time the Lessee is in default.
- d. Failure to make substantial use of the premises, consistent with the Paragraph 4, within sixty (60) days after the beginning of the lease term, shall, in the discretion of the City Mayor constitute grounds for termination.
- e. Abandonment of Leased Premises by Lessee during the term of the lease shall, at the discretion of the City Mayor constitute grounds for termination.
- f. The Lessee shall have the right to terminate this lease in its entirety at any time during the term of this lease by giving a written notice to the Lessor of such termination at least two (2) months in advance of the intended termination date. In the event Lessee attempts to terminate this lease upon less than two (2) months' notice, Lessee shall be liable for all rental payments for the period when notice was first given until the expiration of the two (2) month period.

16. RE-ENTRY UPON DEFAULT. These entire agreements are upon the condition that if the Lessee shall be in arrears in a payment of rent for a period of thirty (30) days; or if the Lessee shall fail to neglect to do or perform or observe any of the terms, agreements, covenants, or conditions contained herein on its part to be kept and performed and such failure or neglect shall continue for a period of not less than thirty (30) days after the Lessor has notified Lessee in writing of Lessee's default hereunder and Lessee has failed to correct such faults within thirty (30) days; or if Lessee shall be declared to be bankrupt or insolvent according to law; or if any assignment of its property shall be made for the benefit of creditors, then, in any of the said cases or events, the Lessor may, at its option, immediately or at any time thereafter, without demand or notice, enter into and upon the Leased Premises or any part thereof and in the name of the whole and repossess the same and expel said Lessee and those claiming by, through, or under it, remove its effects and improvements (if any) forcibly, if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or breach of covenant or condition. On the re-entry aforesaid, this lease shall terminate.

17. RE-ENTRY UPON TERMINATION. Should this lease be terminated as hereinabove provided or by legal proceedings, summary, or otherwise, or by abandonment by Lessee during the term hereof, Lessor, by its agents, servants, or representatives, may thereupon or at any time thereafter re-enter and resume possession of said premises and remove all persons and property there from by suitable action or proceeding at law without being liable for any damages therefore. Lessee hereby

agrees to remove any or all improvements not Lessor's upon the termination or expiration of this lease upon the request of Lessor.

18. LANDLORD'S LIEN. In addition to its other remedies, Lessor shall have a landlord's lien upon all property on the demised premises for any rents in arrears, and Lessor shall have a right to the common law, nonjudicial remedy of distress for rents in the event of any arrearage.

19. WASTE. Lessee shall cut no timber; conduct no mining or drilling operations; remove no sand, gravel, or kindred substances from the ground; commit no waste of any kind; nor in any manner substantially change the contour or condition of the land without prior written permission of the City Mayor. Lessee will, during the demised term at his own cost, cause the Leased Premises and any improvements and structures thereon to be kept in good repair and in a safe, clean, healthy, and wholesome condition and in accordance with the laws and ordinances in effect now or hereafter; and shall be liable to and promptly pay Lessor for any waste or injury to the Leased Premises. The Lessee shall take all prudent precautions to prevent or suppress pollution of the ground surface, water, air, or land, and to prevent or suppress fires, and to prevent erosion or destruction of the land.

20. MORTGAGEE RIGHTS. Should this lease be terminated for cause, the holder or owner of a properly recorded mortgage, conditional assignment, or collateral assignment of the leasehold will have the option within sixty (60) days of such termination to acquire the lease for the unexpired term subject to the same terms and conditions herein contained. Lessor shall have no duty to notify any such security interest holder of any termination.

21. RE-OFFERING. In the event that this lease is terminated as herein provided or by summary proceedings or otherwise, the Lessor may offer the Leased Premises for re-lease or other appropriate disposal.

22. LIQUIDATED DAMAGES. Upon the termination of this lease or upon default or breach of Lessee, Lessee shall pay to Lessor, in addition to amounts otherwise due, an amount equal to three (3) months' rent as partial liquidated damages.

23. FAILURE TO ENFORCE TERMS. The receipt of rent by the Lessor with knowledge of any breach of the lease by Lessee or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of the lease shall not be deemed to be waiver of any provision of the lease. No failure on the part of the Lessor to enforce any covenant or provisions herein contained, nor any waiver of any right thereunder by the Lessor unless in writing, shall be a discharge of, or invalidate such covenants or provisions, or affect the right of the Lessor to enforce the same in the event of subsequent breach or default. Receipt by the Lessor of any rent or other sums of money after the termination, in any manner, or the term therein demised, or after the giving by the Lessor of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised or destroy or in any manner impair the efficacy of such notice of termination as may have been given thereunder by the Lessor to the Lessee prior to the receipt of any such sums of money or other consideration, unless so agreed to in writing and signed by the Lessor.

24. PEACEABLE SURRENDER. Unless the lease is renewed or sooner terminated as provided herein, the Lessee shall peaceably and quietly lease, surrender, and yield to

the Lessor all of the Leased Premises on the last day of the term of the lease.

25. REMOVAL OF IMPROVEMENTS. When Lessee leaves the Leased Premises for any reason, they shall remove any buildings or other removable improvements at the request of the Lessor and restore the premises to a condition as good as that which existed at the beginning of the term of this lease; damages beyond the control of the Lessee or due to fair wear and tear expected. Fill placed upon the Leased Premises is not a removable improvement. If the Lessee shall fail or neglect to remove said property and to restore said premises, then, at the option of the lessor, said property shall either become the property of the Lessor without compensation therefore, or the Lessor may cause it to be removed and the premises to be restored at the expense of Lessee; and no claim for damages against the Lessor or its offices or its agents shall be created by or made on account of such removal and restoration work.

It is understood that the improvements of the Lessee, even though attached to the soil, are the property of the Lessee and not the Lessor, except as in this paragraph specified to the contrary.

26. RENT FOR ABANDONED IMPROVEMENTS AND CHATTELS. Any improvements and/or chattels belonging to the Lessee or placed on the Leased Premises during the Lessee's tenure with or without permission and remaining upon the premises after the termination date of the lease shall entitle the Lessor to charge a reasonable rent therefore.

27. RENEWAL. Any renewal preference granted the Lessee is a privilege and is neither a right nor a bargain for consideration.

28. STATE DISCRIMINATION LAWS. Lessee agrees, in utilizing and operating the Leased Premises, to comply with applicable sections of Alaska statutes prohibiting discrimination, particularly AS 18.80.220 (discrimination in employment) and AS 18.80.230 (discrimination in providing public accommodations or services). In the event of Lessee's failure to comply any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess the Leased Premises and hold the same as if the lease had never been made or issued.

29. COMPLIANCE WITH LAWS. The Lessee, in conducting its activities on the Leased Premises, shall comply with all applicable laws and regulations; and Lessee's failure to do so shall be considered a breach of this lease agreement. In particular, the Lessee shall comply with all regulations or ordinances, which the proper public authority in its discretion shall promulgate for the promotion of sanitation or any other legitimate public purpose. The Leased Premises shall be utilized in accordance with any applicable building or zoning codes and ordinances now or hereafter enacted. The Lessee shall authorize representative of the Lessor to enter upon the Leased Premises for inspection at any reasonable time.

30. LAWFUL AND REASONABLE USE. The Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

31. RESERVATION OF EASEMENTS. The Lessor expressly reserves the right to grant



writing. There are no oral promises, representations, or warranties between the parties regarding any matter or thing connected with or related to the matters and things that are the subject of this lease.

LESSOR: City of Hoonah, Alaska

By: Gerald B Byers  
Mayor Gerald Byers

ATTEST:

Jennifer J Bidiman  
City Clerk

NOTARY PUBLIC  
JENNIFER J. BIDIMAN  
STATE OF ALASKA  
My Commission Expires With Office

LESSEE: Dillon & Krisit Styers  
DBA Fisherman's Daughter

By: Krisit Styers  
BY: Dillon Styers

ACKNOWLEDGEMENT BY LESSOR

ACKNOWLEDGMENT BY LESSOR

STATE OF ALASKA )

) ss.

FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 6<sup>th</sup> day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Gerald Byers to me known and known to me to be the Mayor of the City of Hoonah, Alaska, who acknowledged to me that he/she executed the foregoing LEASE as the free act and deed of the City of Hoonah for purposes therein mentioned, being fully authorized to do so.

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

*Jennifer J. Bidiman*  
Notary Public, State of Alaska

My Commission Expires: with office

NOTARY PUBLIC  
JENNIFER J. BIDIMAN  
STATE OF ALASKA  
My Commission Expires With Office

ACKNOWLEDGEMENT BY LESSEE



