

PETERSBURG BOROUGH
NOTICE OF APPEAL FORM

THIS FORM IS TO BE USED ONLY FOR FILING AN APPEAL OF A DECISION BY THE PLANNING
COMMISSION PURSUANT TO SECTION 18.36 OF THE MUNICIPAL CODE

Name of Appellant: Central Council of the Tlingit & Haida Indian Tribes of Alaska (CCTHITA)

Mailing Address: P O B o x 2 5 5 0 0 , J u n e a u , A K 9 9 8 0 2

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Date of Action Appealed: 0 7 / 1 4 / 2 0 2 6

An appeal of a decision must be filed with the Borough Clerk, accompanied by the required fee of \$100, plus the actual cost of mail notification, within 10 calendar days of the date the decision was made. The appellant must specify concisely the reason for the appeal and the relief sought.

Per Municipal Code Section 18.36.040, the burden of proof that a decision was made in error, or the decision should be modified, or the decision will have an adverse effect, is on the appellant.

Reason for Appeal:

- ☒ Decision was made in error.
- ☒ Decision should be modified.
- ☒ Decision will have an adverse effect.

Relief Sought by Appeal: See attached letter under Paragraph VI.

On the next page, please describe why you feel the decision was issued in error or should be modified or will have an adverse effect. Please be as specific as possible. By way of example, if you believe that an error in the application of the law was made, cite the specific municipal ordinance(s) you believe were misapplied and how that resulted in an error in your matter. The appeal board will be able to more easily understand and address your appeal, the more information you provide. If necessary, you may attach additional pages.

NOTICE OF PLAT APPEAL RE: RESOLUTION NO. 2026-0101

APPELLANT: *Central Council of the Tlingit & Haida Indian Tribes of Alaska dba Tidal Network (“Tlingit & Haida” or “Appellant”)*

Appellant hereby appeals the Petersburg Borough Planning Commission’s (the “Planning Commission”) failure to take formal action on Resolution No. 2026-0101, A Resolution of the Petersburg Borough Planning Commission Recommending the Approval of a Minor Subdivision to Subdivide a Parcel to Create a 10,036 SF Lot at 1200 Haugen Drive, pursuant to Petersburg Municipal Code (“PMC”) 18.36.030 and PMC 18.36.040. Rather than exercising the authority expressly assigned to it under Chapter 18 of the Petersburg Municipal Code, the Planning Commission allowed the application for approval of a minor subdivision to fail for lack of a second, without voting to approve or deny the application, without issuing findings of fact, and without identifying any provision of the Petersburg Municipal Code that the application failed to satisfy.

Appellant now brings the instant appeal pursuant to PMC 18.36.030 and PMC 18.36.040. Under PMC 18.36.030(D), an appellant bears the burden of establishing that:

- The decision was made in error;
- The decision should be modified; or
- The decision will have an adverse effect.

Appellant satisfies each of these independent standards. The Planning Commission’s failure to act in accordance with its legal obligations under the Petersburg Municipal Code was in error, should be modified, and will have an adverse effect. Accordingly, and for the reasons set forth herein, Appellant respectfully requests that the Planning Commission’s non-action on the Resolution be overturned by the Petersburg Borough Assembly (the “Assembly”) and that the relief sought herein be granted.

I. Background

On or about June 11, 2025, Tlingit & Haida expressed interest to the Petersburg Borough (“Petersburg”) in purchasing a parcel of real property located near 1200 Haugen Drive (the “Parcel”) by submitting its application for land disposal. The parties negotiated a Contract of Sale, which expressly required subdivision of the Parcel. On August 12, 2025, the Planning Commission reviewed the proposed sale and recommended approval to the Borough Assembly.

On June 15, 2026, the Petersburg Assembly passed Resolution #2026-16, A Resolution Approving the Sale of a Borough Parcel to the Central Council of the Tlingit & Haida Indian Tribes of Alaska Doing Business As Tidal Network (the “Assembly Resolution”)¹, approving the

¹ Assembly Resolution, attached hereto as **Exhibit A**.

Contract of Sale.² On June 23, 2026, Petersburg and Tlingit & Haida formally executed and entered into the Contract of Sale for the Parcel.³

Section 3(A) of the Contract of Sale specifically requires subdivision of the Parcel:

Subdivision of the parcel. Buyer shall, within 90 days of the effective date, submit an application and proposed plat to the Borough Planning Department, in accordance with Petersburg Municipal Code (PMC) Chapter 18.20, to legally create the parcel, and shall thereafter diligently pursue approval of the plat. Seller will sign the subdivision application, however Buyer is solely responsible for the performance of all other acts and filings required to properly subdivide the real property and create the parcel, and for payment of all fees and costs of subdivision, including surveying and engineering fees, borough platting fees, and recording fees. The plat must be finalized, approved by borough authorities, and recorded within one (1) year of the Effective Date of this Agreement, unless the Borough Assembly agrees to an extension, and such approval shall not be unreasonably withheld. If the plat is timely submitted, and review and consideration of the plat by the Borough Planning Department or Platting Board is unreasonably delayed, the period of such delay shall not be counted toward the one (1) year deadline.

Upon Assembly approval of the Contract of Sale, Appellant complied with Section 3(A), and Appellant's application for a minor subdivision was scheduled to go before the Planning Commission on July 14, 2026.⁴

Thereafter, the Planning Department prepared the Planning Commission Staff Report (the "Staff Report").⁵ The Staff Report found that the proposed Parcel, as subdivided, conforms to minimum lot size and maximum lot coverage, and required no dedication of a street, right-of-way, or vacation of public dedication of land or variance from a subdivision regulation.⁶ The Staff Report also noted that Department Reviews from the requisite Borough Departments of Public Works, Power & Light, Police, and Fire/EMS resulted in "No comments."⁷ The Staff Report ultimately recommended that the Planning Commission move to approve the plat, subject to the following set forth in the draft Planning Commission Resolution (the "Commission Resolution"):

² See Petersburg Municipal Code ("PMC") 16.12.160(C) ("Property valued at \$250,000 or less, or disposal by leasehold or other similar temporary interest in borough property. The sale or equivalent value exchange of fee ownership of a borough property with an assessed value of \$250,000 or less, or the disposal of property by leasehold or other similar temporary interest, shall be authorized by a resolution of the assembly. The assembly may not authorize the sale of real property unless the assembly first determines the property is not required for municipal purposes. The resolution shall incorporate the conveyance documents by reference and shall contain an authorization of the appropriate officers of the borough to execute those documents.")

³ See Contract of Sale, attached to Exhibit A.

⁴ Appellant's application for a minor subdivision was submitted on December 8, 2025. See Documents Provided by Appellant, attached hereto as **Exhibit B**. Based on the provisions regarding plat approval in the Contract of Sale, as well as indications from the Petersburg Borough, Appellant expended considerable resources initiating preliminary design work, with specific attention to the Parcel and its subdivision.

⁵ Staff Report, attached hereto as **Exhibit C**.

⁶ See Exhibit C.

⁷ See Exhibit C.

Condition 1: Submit a plat with legible lettering meeting the generally accepted standards for good draftsmanship as prepared by a professional land surveyor, properly registered in the state of Alaska, drawn to scale, and provided in a format, size, suitable for recording.

Condition 2: Plat will have at least two outside corners of the whole subdivision tract referenced to publicly recorded survey markers.⁸

Pursuant to Chapter 18.20 and Chapter 18.12 of the Petersburg Municipal Code, the Planning Commission, acting as the Platting Board,⁹ approves minor subdivisions.¹⁰ On July 14, 2026, the Planning Commission formally met, with a full quorum in attendance, to consider the Parcel subdivision application.¹¹ The Planning Commission heard public comment on the proposed application from community members, who expressed personal concerns regarding health, safety, and privacy; however, each of the stated concerns were unsupported by technical evidence and did not contradict or refute any of the findings and approvals set forth in the Staff Report.

Despite Appellant having complied with Section 3(A) of the Contract of Sale, the Planning Commission failed to make a final decision on the application for final plat subdivision. The motion was read, but the action failed for lack of a second without a formal vote or recorded justification, with the Commission Chair ultimately failing the motion without a vote. Indeed, the Planning Commission failed to approve or deny the motion despite the Planning Commission's express duty to do so, as set forth in the Petersburg Municipal Code.

Tlingit & Haida tenders the instant appeal pursuant to PMC 18.36.030 and PMC 18.36.040 on the basis that the Planning Commission's failure to render a vote on final plat subdivision due to the lack of a second was in error. Specifically, the Planning Commission erred by: 1) failing to exercise and follow procedures required by Chapter 18; 2) failing to proffer any written findings supporting its failure to follow procedures set forth in the Petersburg Municipal Code; and 3) relying on the misrepresentation of material facts and disregarding its own prior findings. Additionally, the Planning Commission's failure to vote is appealable, as it should be modified and will also have an adverse effect if permitted to remain.

⁸ See Exhibit C. Based on Appellant's understanding of the plat application process, the fact that Planning staff recommended approval to the Planning Commission in and of itself signifies that Appellant's proposal met the necessary code criteria.

⁹ See PMC 18.12.010 ("The planning commission shall be the platting board of the city.")

¹⁰ See PMC 18.12.050 ("The platting board shall take formal action by voting on a motion to approve or deny an application. The board's decision approving or denying the action in question shall be recorded in the minutes prepared by the secretary to the board. The action shall include findings of fact supporting the decision, based upon the facts presented to the board and the board's debate on the matter. A decision of the board is adopted when it is signed by the chairman.")

¹¹ The hearing on Appellant's application for Parcel subdivision was initially scheduled on the Planning Commission's January 13, 2026, agenda; however, the matter was postponed indefinitely until Petersburg and Appellant were formally under contract. The first time the matter was officially considered by the Planning Commission was on July 14, 2026, which resulted in the Planning Commission's failure to vote and forms the basis of the instant appeal.

Accordingly, Appellant appeals the Planning Commission's failure to "take formal action by voting on a motion to approve or deny an application" and failure to "include findings of fact supporting the decision, based upon the facts presented to the board and the board's debate on the matter," as required by PMC 18.12.050, and requests that the relief sought herein be granted.

II. The Planning Commission's Failure to Vote is Appealable

As a preliminary matter, Appellant asserts that this matter is appealable under Chapter 18 of the Petersburg Municipal Code.

PMC 18.36.030 and 18.38.040 govern an appeal resulting from the "decision of the Platting Board." While the Planning Commission acted as the Platting Board pursuant to PMC 18.12.010, the Planning Commission failed to approve or deny Appellant's subdivision application. Rather than approving or denying the application as required by PMC, the Commission allowed the motion to approve the plat to fail for lack of a second, took no vote, adopted no findings of fact, and entered no formal approval or denial. While the Planning Commission did not execute its duty under PMC 18.12.050, Appellant contends that the Planning Commission's refusal to act nonetheless constitutes a "decision" within the meaning of PMC Chapter 18 and for purposes of an appeal pursuant to PMC 18.36.030 and 18.38.040. If the Planning Commission's inaction is deemed not to constitute a decision, Appellant would be left without any administrative remedy—despite having fully complied with every applicable subdivision requirement. Such an interpretation would also improperly permit the Platting Commission to evade appellate review simply by refusing to vote, thereby frustrating the mandatory procedures established by the Municipal Code. It is settled law that an administrative body's failure to act is itself a "decision" for purposes of appellate review.¹²

Consequently, the Assembly should reject any position that the Planning Commission did not render a decision capable of triggering an appeal under the Municipal Code, as such an interpretation of Chapter 18 would produce an absurd or unreasonable result.¹³ Rather, because PMC 18.12.050 imposes a mandatory duty upon the Planning Commission to approve or deny subdivision applications by formal vote supported by findings of fact (the Code states that the Commission "shall take formal action by voting"), the Planning Commission's refusal to perform that duty constitutes an appealable action. As the Alaska Supreme Court has noted, "[u]nless the context otherwise indicates, the use of the word 'shall' denotes a mandatory intent."¹⁴

III. The Planning Commission's Failure to Act Was In Error

Appellant's appeal should be granted because the Planning Commission erred in failing to perform its mandatory duties under Chapter 18 of the Petersburg Municipal Code. Specifically, the Planning Commission erred by: 1) failing to exercise and follow procedures required by

¹² See, e.g., *Conservation Force v. Ashe*, 979 F. Supp. 2d 90, 99 (D.D.C. 2013) (collecting cases).

¹³ See *Riggs v. State*, 579 P.3d 823 (Alaska Ct. App. 2025) (courts avoid construing statutes in a manner that would lead to patently absurd results or undermine the legislative purpose of the statute); *Club SinRock, LLC v. Municipality of Anchorage, Off. of the Mun. Clerk*, 445 P.3d 1031, 1034 (Alaska 2019) (municipal ordinances are interpreted under the same principles applicable to statutes).

¹⁴ *Fowler v. City of Anchorage*, 583 P.2d 817, 820 (Alaska 1978).

Chapter 18; 2) failing to proffer any written findings supporting its failure to follow procedures; and 3) relying on the misrepresentation of material facts and disregarding its own prior findings.

a. The Planning Commission Failed to Apply and Follow Municipal Code

Through its Staff Report, the Planning Department recommended that the Planning Commission conditionally approve the proposed minor subdivision, as the application complied with the applicable standards contained in PMC 18.20.010.¹⁵ Under Chapter 18 of the Petersburg Municipal Code, the Planning Commission, acting as the Platting Board, is charged with reviewing and acting upon applications for subdivision approval and final plat approval.¹⁶ PMC Chapter 18.20 assigns the Planning Commission—not the Assembly or Borough staff—the authority and responsibility to determine whether a proposed subdivision satisfies the applicable subdivision standards. Specifically, pursuant to PMC 18.12.050,

The platting board shall take formal action by voting on a motion to approve or deny an application. The board's decision approving or denying the action in question shall be recorded in the minutes prepared by the secretary to the board. The action shall include findings of fact supporting the decision, based upon the facts presented to the board and the board's debate on the matter. A decision of the board is adopted when it is signed by the chairman.¹⁷

PMC 18.12.050 leaves no ambiguity regarding the Planning Commission's obligations.¹⁸ The Code requires the Planning Commission to “take formal action” by voting on a motion to approve or deny the application, requires that decision to be recorded in the minutes, and requires findings of fact supporting that decision. The ordinance contemplates only two possible outcomes—a formal approval or a formal denial—and prescribes the procedure that must accompany either outcome. None of those mandatory procedures occurred here. Rather than approving or denying the application, the Planning Commission permitted the matter to terminate solely because no commissioner seconded the pending motion. *Despite the fact that a quorum was convened, no vote was taken, no decision was rendered, no findings of fact were adopted, and no written basis for the Commission's inaction exists in the administrative record.* Indeed, the Planning Commission took no action whatsoever on the application, in contravention of the Petersburg Municipal Code. This was not simply in which a vote failed for lack of quorum or procedural defect not of the Planning Commission’s own making; rather, the failure to vote was an affirmative choice by the Planning Commission to circumvent the requisite procedure and effectively create an administrative “runaround,” rendering PMC 18.12.050 meaningless—despite its clear requirements for the Planning Commission.

A governmental body cannot satisfy a mandatory statutory duty by declining to exercise it.¹⁹ The Commission's refusal to take formal action frustrated a process specifically mandated by

¹⁵ The Staff Report and draft Commission Resolution imposed only two objective conditions, which Appellant would satisfy prior to plat recording.

¹⁶ See PMC 18.12.010, PMC 18.12.050.

¹⁷ PMC 18.12.050.

¹⁸ See *In re 2011 Redistricting Cases*, 274 P.3d 466, 467 (Alaska 2012) (when a State Board “did not follow the [legally required] process, the Board cannot meaningfully demonstrate” that its process was legal).

¹⁹ See *State v. Recall Dunleavy*, 491 P.3d 343, 363 (Alaska 2021) (statute requiring that Alaska official take a

municipal law and effectively nullified both the Planning Commission's own Staff Report, as well as the Assembly Resolution, without ever determining whether or not Tlingit & Haida's application failed to satisfy any requirement of Title 18. In so doing, the Commission erred in failing to comply with the procedures expressly required by PMC 18.12.050 and deliberately failing to exercise the authority entrusted to it by Chapter 18.²⁰ Those failures constitute error under PMC 18.36.030 and PMC 18.36.040.

b. The Planning Commission Failed to Offer Valid Justification for its Failure to Follow Petersburg Municipal Code

Appellant's appeal should further be granted due to the Planning Commission's failure to offer any justification whatsoever for its failure to exercise its authority over plat approvals.

The Staff Report reflects the determination that the proposed subdivision complied with the applicable standards contained in PMC 18.20.010.²¹ The draft Commission Resolution identified only two conditions to approval, both of which were ministerial in nature and capable of objective verification. The Planning Commission made no subsequent determination that the application failed to comply with any provision of Title 18 in any other regard. Nor did the Planning Commission subsequently identify any requirement of the Petersburg Municipal Code that remained unsatisfied. Likewise, the Planning Commission failed to offer findings of fact supporting its failure to vote. Instead, the application simply failed for lack of a second. Such inaction squarely undermines the requirements of PMC 18.12.050, which mandates an "action" that "shall include findings of fact supporting the decision, based upon the facts presented to the board and the board's debate on the matter."²²

Even if the Planning Commission were permitted to simply decline to vote on a subdivision approval, which Appellant expressly denies and which the plain language of PMC 18.12.050 forecloses by virtue of its requirement that the Commission "*shall take formal action by voting on a motion to approve to deny an application*" (emphasis added), the Planning Commission nevertheless failed to comply with the provisions of PMC 18.12.050 by failing to provide any articulable basis for its lack of action. The practical effect of the Commission's inaction was to deny Appellant the benefit of the findings set forth in the Staff Report, draft Commission Resolution, and the Assembly Resolution, as well as the ability to effectuate the terms of the Contract of Sale—which the Planning Commission previously expressly approved—without ever determining that the subdivision failed to satisfy any applicable municipal standard.

Absent those findings, Tlingit & Haida does not have the necessary information needed to appeal the merits of the Planning Commission's "action" (or, inaction), in frustration of both the text and purpose of PMC 18.12.050.²³ As the Alaska Supreme Court has held, it is reversible error

particular action was violated when official declined to take that mandatory action).

²⁰ Indeed, the Planning Commission's frustration of the application process not only violates Petersburg Municipal Code, but it also explicitly triggers the tolling protections under Section 3(A) of the Contract of Sale between the Appellant and Petersburg Borough, including freezing all performance deadlines while protecting the Appellant's interest and deposit.

²¹ See Exhibit C.

²² PMC 18.12.050.

²³ See, e.g. AS § 44.62.510(a) (requiring that administrative decisions "shall be written and must contain findings of

when an administrative board's decision "neglect[s] to address significant, disputed issues," does not "evaluate the lay testimony and its interaction with the experts' opinions," and when the resulting decision reflects a "lack of detailed analysis makes it difficult to discern its reasoning."²⁴

The Planning Commission's failure to vote is an appealable error in and of itself; however, the Planning Commission's failure to vote without any justification or explanation whatsoever further contravenes PMC 18.12.050, which requires the Planning Commission to take formal action on the application and to support that action with findings of fact. By declining to vote altogether, the Planning Commission avoided making any determination regarding the application's compliance with Title 18 while simultaneously depriving Appellant of any meaningful explanation capable of administrative review. Accordingly, an appeal is warranted under PMC 18.36.030 and 18.36.040.

c. The Planning Commission Rejected Material Facts and Erroneously Disregarded Its Own Findings

The Planning Commission's non-action should further be overturned as error on the basis that its failure to approve or deny the plat application is predicated on the Planning Commission's rejection of an established factual and administrative record, including its own findings. To the extent that the Planning Commission's non-action was influenced by public comment or other factual assertions that were unsupported by the administrative record or unrelated to the subdivision criteria established by Chapter 18,²⁵ its decision is further appealable because it relied upon the material misrepresentations of fact and unsupported concerns rather than the competent evidence before the Planning Commission.

The administrative record contains an uncontradicted Planning Commission Staff Report confirming that the Parcel's proposed 10,036-square-foot lot layout matches 100% of municipal configuration standards.²⁶ While members of the public expressed concerns, those assertions were unsupported by any technical evidence contained in the record and were directly contradicted by the Borough's own Departmental reviews. The Borough's own technical experts—including the Fire/EMS Department, Police Department, Public Works Department, and Power & Light Department—reviewed the physical site layout and formally submitted 'No comments' or objections.²⁷

In addition to public comment letters in the administrative record, members of the public spoke at the July 14 hearing to express personal concerns regarding health, safety, and privacy; however, each of the stated concerns were unsupported by evidence and failed to undermine any findings and approvals set forth in the Staff Report. Because the Planning Commission failed to comply with PMC 18.12.050, Appellant has no sense as to whether the Planning Commission relied on this inaccurate information as a basis for its action—or, in this case, inaction. However,

fact, a determination of the issues presented, and the penalty, if any").

²⁴ *Pietro v. Unocal Corp.*, 233 P.3d 604, 613 (Alaska 2010).

²⁵ See Public Comment Letters, attached hereto as **Exhibit D**.

²⁶ See Exhibit C.

²⁷ See Exhibit C.

to the extent that the Planning Commission relied upon speculative or inaccurate factual assertions advanced during public comment (in lieu of the undisputed technical evidence contained in the administrative record), such reliance constitutes improper reliance upon a material misrepresentation of fact that is subject to appeal.

Significantly, the Planning Commission's refusal to act also directly contradicts its own prior findings within the undisputed administrative record. On August 12, 2025, the Planning Commission formally reviewed, voted on, and recommended the disposal and sale of the Parcel to Appellant. This recommendation was made with explicit, recorded knowledge that the land was being acquired for the singular purpose of constructing a 130-foot communications tower. The Planning Commission's failure to act on the application also directly contradicts the unambiguous guidance and technical findings of the Borough's own professional planning staff. In the official Planning Commission Staff Report, staff formally issued a recommendation to 'Approve with conditions' the minor subdivision at 1200 Haugen Drive.²⁸ The staff's technical and land-use analysis definitively determined that the proposed 10,036-square-foot lot met 100% of the mandatory Lot Development Standards, including minimum lot size and maximum lot coverage.²⁹ Borough planning staff likewise recommended approval with conditions, and every reviewing Borough department—including Public Works, Power & Light, Police, and Fire/EMS—reported no engineering, utility, public safety, or infrastructure concerns regarding the proposed subdivision.

Based on the Planning Commission's approval of the sale, the Borough Assembly approved the sale of the Parcel through the Assembly Resolution, and the parties executed the Contract of Sale in reliance upon the Planning Commission's prior findings. Appellant, specifically, relied in good faith on the Planning Commission's August 2025 authorization and subsequent Staff Report to incur substantial third-party engineering and surveying costs in furtherance of the Parcel subdivision.³⁰

Nevertheless, on July 14, 2026, the Planning Commission failed to identify any factual basis demonstrating that the application for subdivision no longer complied with Title 18, or with its own prior approvals, when it failed to formally vote on the Parcel application. Despite an undisputed administrative record supporting approval of the Parcel application, the Planning Commission failed to identify any changed circumstances, new technical information, or newly discovered code deficiency that would justify refusing to complete the subdivision process previously approved by the Planning Commission itself. The administrative record, therefore, contains no evidence contradicting the Planning Commission's prior findings or the technical conclusions reached by Borough staff, and the Planning Commission patently rejected its own conclusions.

In short, the administrative record contains substantial evidence demonstrating Appellant's and the Parcel application's compliance with the subdivision requirements established by Title 18, including:

²⁸ See Exhibit C.

²⁹ *Id.*

³⁰ See Exhibit B.

- the Planning Commission recommended approval of the Parcel sale;
- the Assembly approved the Contract of Sale in the Assembly Resolution with full knowledge that subdivision of the Parcel would be required.
- the Planning Commission's Staff Report recommended approval of the plat subdivision; and
- every reviewing Borough Department reported no engineering, public safety, or utility objections.

In failing to comply with its duty to approve or deny the application, which warrants an appeal in and of itself, the Planning Commission not only patently disregarded its statutory obligation under municipal law but also rejected material facts, rejected Borough Department findings, and rejected its own prior findings, clearly disregarding evidence that previously supported the Planning Commission's prior approval of the Parcel subdivision. Indeed, the administrative record irrefutably demonstrates that the Planning Commission's refusal to act was arbitrary and unsupported by the evidence before it. To the extent the Planning Commission relied upon generalized public opposition unrelated to the subdivision standards contained in Title 18, such considerations were outside the criteria established by the Petersburg Municipal Code and therefore could not properly serve as a basis to withhold approval of the subdivision. Just as troubling, the Planning Commission's failure to approve or deny Appellant's application for subdivision has also created a situation wherein Appellant now risks being unable to honor the terms of the Contract of Sale that the Planning Commission itself formally supported. Such conduct improperly interferes with Appellant's Contract (at Appellant's expense) and is woefully inconsistent with the Planning Commission's singular duty to approve or deny the application, which the Planning Commission wholly failed to exercise. Such action clearly merits an appeal under PMC 18.36.040.

IV. The Planning Commission's Failure to Act Should Be Modified

While the Planning Commission's failure to vote on the subdivision application is clearly subject to appeal on the basis that the Planning Commission acted in error, the failure to act should also be modified under PMC 18.36.030(D).³¹

The administrative record overwhelmingly supports approval of the Parcel subdivision. Specifically, the Planning Department's Staff Report concluded that:

- the proposed lot satisfied all minimum lot-size requirements;
- maximum lot coverage requirements were satisfied;
- no variance was required;
- no street dedication was required;
- no vacation of public right-of-way was necessary;
- Public Works reported no concerns;
- Police reported no concerns;
- Fire/EMS reported no concerns; and
- Power & Light reported no concerns.

³¹ In support of its position that the Planning Commission's failure to act be modified, Appellant incorporates its arguments from Section III as if fully set forth herein.

Planning Staff, therefore, recommended approval subject only to two ministerial recording conditions. Nothing in the administrative record identifies any provision of Title 18 with which the application failed to comply. Likewise, the Assembly had already approved the Contract of Sale expressly contemplating subdivision of the property, in large part because the Planning Commission had previously recommended approval of that transaction with full knowledge that subdivision would be required.

Rather than applying the subdivision criteria established by Title 18, the Planning Commission effectively terminated the application without ever determining that any subdivision standard had not been satisfied. Modification is therefore appropriate because the Planning Commission's refusal to act cannot be reconciled with the undisputed administrative record.

The Assembly possesses authority under PMC 18.36.030(D) and 18.36.040 to modify the Commission's action where appropriate. Given that every applicable subdivision requirement has been satisfied and no contrary technical evidence exists within the record, modification should consist of directing approval of the subdivision of the plat for recording.

V. The Planning Commission's Failure to Vote Will Have an Adverse Effect

Finally, Appellant's appeal should be granted on the basis that, if not remedied, the Planning Commission's failure to vote on the Parcel subdivision will have adverse consequences.

Most immediately, the Planning Commission's refusal to render a vote on the subdivision application frustrates implementation of the Contract of Sale that was expressly approved by not only the Assembly but the Planning Commission itself. Section 3(A) of that Contract requires subdivision of the Parcel as a condition precedent to closing.

Appellant has also incurred substantial engineering, surveying, planning, and professional expenses necessary to move toward subdivision of the Parcel, in compliance with the Contract of Sale, based on its reliance upon:

- the Planning Commission's prior recommendation approving disposal of the property;
- the Assembly's approval of the sale;
- the executed Contract of Sale;
- the Planning Department's recommendation for plat approval; and
- the Borough's technical review confirming compliance with municipal standards.

By refusing to approve or deny the application, the Planning Commission has interfered with the Contract of Sale and placed Appellant's ability to comply with contractual obligations the Borough itself required in jeopardy, and it has done so at significant expense to Appellant.³²

³² Given the Planning Commission's lack of action, Appellant can only speculate as to the whether the Planning Commission's intent in failing to vote was to attempt to undermine or undo the Contract of Sale. Regardless of any motives the Planning Commission may or may not have, Petersburg Municipal Code is clear as to the Planning Commission's duty to render a vote on the Parcel subdivision application, which the Planning Commission failed to execute.

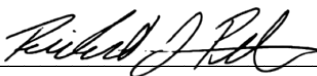
The adverse effects extend beyond Appellant's individual application. If the Planning Commission may avoid appellate review merely by refusing to vote, future applicants likewise could be deprived of any administrative remedy, despite complete compliance with the Municipal Code. Such an interpretation would erroneously and unfairly undermine the orderly administration of Petersburg's subdivision regulations and permit mandatory statutory procedures to be improperly circumvented through procedural inaction.

Accordingly, given the substantial present and potential adverse effects, the Planning Commission's failure to vote is clearly and appropriately subject to appeal.

VI. Request for Relief

For the foregoing reasons, Appellant respectfully requests that the Assembly:

1. Determine that the Planning Commission's refusal to approve or deny the Parcel subdivision application constitutes an appealable action under PMC Chapter 18 or, alternatively, an appealable failure to perform a mandatory duty;
2. Determine that Appellant has satisfied one or more of the standards established by PMC 18.36.030(D) and PMC 18.36.040 by demonstrating that: the Commission's action was made in error; the Commission's action should be modified; and/or the Commission's action will have an adverse effect;
3. Reverse the Planning Commission's non-action; and
4. Direct approval of the minor subdivision plat for recording.

Signature of Appellant:  Date: 08/04/2026

Title of signatory if Appellant is an entity: President

**PETERSBURG BOROUGH
RESOLUTION #2026-16**

**A RESOLUTION APPROVING THE SALE OF A BOROUGH PARCEL TO THE
CENTRAL COUNCIL OF THE TLINGIT & HAIDA INDIAN TRIBES OF ALASKA,
DOING BUSINESS AS TIDAL NETWORK**

WHEREAS, the Petersburg Borough owns a parcel of real property described as follows:

An unsubdivided parcel, approximately .23 acre in size (10,036± sq.ft.), located within U.S.S. 1168, Petersburg Townsite, as more specifically shown on Exhibit A hereto (the "parcel")

WHEREAS, the parcel has a total FY 2026 assessed value of \$45,000.00; and

WHEREAS, on June 11, 2025, the Central Council of the Tlingit & Haida Indian Tribes of Alaska, doing business as Tidal Network, submitted an application to purchase the parcel from the Petersburg Borough; and

WHEREAS, on August 12, 2025, the Petersburg Borough Planning Commission reviewed the application and proposed sale after a duly noticed public hearing and recommended approval to the Borough Assembly; and

WHEREAS, the Borough Assembly, on September 2, 2025, approved and advanced the application, authorizing direct negotiations for the sale of the parcel, with the final terms subject to Assembly approval; and

WHEREAS, thereafter, the Borough Manager negotiated the terms and conditions for purchase of the parcel, which are memorialized in a proposed Contract of Sale attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Borough Assembly has determined that the parcel is not required for municipal purposes and finds that the proposed sale of the parcel to the Central Council of the Tlingit & Haida Indian Tribes of Alaska, doing business as Tidal Network, supports the goal of economic development within the borough; and

WHEREAS, Petersburg Municipal Code 16.12.160C, provides that the disposal of borough property with an assessed value of \$250,000 or less be authorized by resolution of the Assembly.

NOW, THEREFORE, BE IT RESOLVED by the Assembly of the Petersburg Borough, Alaska, as follows:

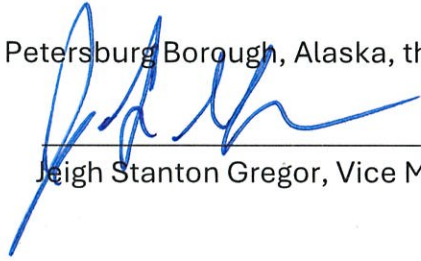
**PETERSBURG BOROUGH
RESOLUTION #2026-16**

Section 1. The Petersburg Borough Assembly hereby approves the sale of the parcel to the Central Council of the Tlingit & Haida Indian Tribes of Alaska, doing business as Tidal Network, pursuant to the terms and conditions contained in the attached Contract of Sale.

Section 2. The Borough Manager is hereby authorized to execute the Contract of Sale and, upon approval and recordation of the plat by the Planning Commission, any associated closing documents, deeds, disclosures, or agreements necessary to complete the conveyance of the parcel to the Buyer.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by the Assembly of the Petersburg Borough, Alaska, this 15th day of June, 2026.



Leigh Stanton Gregor, Vice Mayor

ATTEST:



Rebecca Regula, Borough Clerk

CONTRACT OF SALE

This contract of sale (this "Agreement"), effective as of the date of the last signature below (the "Effective Date"), is made by and between the Petersburg Borough, P.O. Box 329, Petersburg, Alaska, 99833 (hereinafter "Seller"), and the Central Council of the Tlingit & Haida Indian Tribes of Alaska, doing business as Tidal Network, P.O. Box 25500, Juneau, Alaska 99802 (hereinafter "Buyer"). Seller and Buyer are collectively referred to hereinafter as the "parties."

Recitals

- A. Seller, as successor-in-interest to the City of Petersburg, is the owner of the following real property, located in the Petersburg Recording District, First Judicial District, State of Alaska:

An unsubdivided parcel, approximately .23 acre in size (10,036± sq.ft.), located within U.S.S. 1168, Petersburg Townsite, as more specifically shown on Exhibit A hereto (the "parcel")

- B. Buyer has requested to purchase the parcel to install and construct a communication tower to support the expansion of fixed wireless broadband coverage in the community (the "project").

Therefore, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the parcel upon the following terms and conditions and those set out in Petersburg Borough Assembly Resolution #2026-16, incorporated herein by reference:

1. Purchase Price. The total purchase price for the parcel is \$45,000.00 (the "purchase price").
2. Payment of Purchase Price; Costs of Sale. A deposit equal to a minimum of five percent (5%) of the purchase price shall be paid to Seller within five (5) business days of the effective date. The balance of the purchase price shall be paid in full to Seller at the time of conveyance of the parcel to Buyer. Conveyance shall take place within thirty (30) days of satisfaction of the contingencies set out below in Subsections 3(A) and (B). Buyer is responsible for all costs of sale and closing of the transaction, including without limitation costs set out in Petersburg Municipal Code (PMC) 16.12.090, any title insurance premiums, escrow fees or closing costs, recording fees, and the commission of any real estate agent or broker representing Buyer in this transaction. In the event any other claim for real estate commissions or compensation arises in connection with Buyer in this transaction, Buyer agrees to indemnify, defend, and hold harmless Seller from any loss or damage, including attorney fees incurred by Seller as a result of such claim.

All payments shall be made at the Borough Finance Office, P.O. Box 329, 12 S. Nordic Drive, Petersburg, Alaska in readily available funds.

If Buyer defaults, by failing to timely make the required deposit, timely subdivide the parcel or meet

any other contingency of sale, or timely pay the balance of the purchase price, any deposit made by Buyer shall be forfeited to Seller and Buyer shall have no further interest in or to the parcel, or right to purchase the parcel. This section is not intended to limit any other legal remedy available to Seller.

3. Contingency of Sale. The sale and conveyance of the parcel under this Agreement is contingent upon the following. A failure by Buyer to timely meet either of these contingencies is considered a default under this Agreement.

A. Subdivision of the parcel. Buyer shall, within 90 days of the effective date, submit an application and proposed plat to the Borough Planning Department, in accordance with Petersburg Municipal Code (PMC) Chapter 18.20, to legally create the parcel, and shall thereafter diligently pursue approval of the plat. Seller will sign the subdivision application, however Buyer is solely responsible for the performance of all other acts and filings required to properly subdivide the real property and create the parcel, and for payment of all fees and costs of subdivision, including surveying and engineering fees, borough platting fees, and recording fees. The plat must be finalized, approved by borough authorities, and recorded within one (1) year of the Effective Date of this Agreement, unless the Borough Assembly agrees to an extension, and such approval shall not be unreasonably withheld. If the plat is timely submitted, and review and consideration of the plat by the Borough Planning Department or Platting Board is unreasonably delayed, the period of such delay shall not be counted toward the one (1) year deadline.

B. Driveway Permit. Buyer shall, within one (1) year of the effective date of this Agreement, obtain a Driveway and Approach Road Permit from the Alaska Department of Transportation and Public Facilities to access the parcel directly from Haugen Drive, unless the Borough Assembly agrees to an extension, and such approval shall not be unreasonably withheld. Buyer understands and acknowledges that access to the parcel cannot be provided through the adjacent borough fire department facilities.

4. Rights of Seller Following Completion of Sale.

A. Right of Repurchase and Right of First Refusal. In the event that development of the project has not been completed with respect to the parcel within five (5) years from the effective date, Seller shall have the absolute right, but not the obligation, to repurchase the parcel, at Seller's sole discretion, for a price equal to the purchase price set out in Section 1 of this agreement, less ten percent (10%). Seller may exercise such right of the repurchase only by providing written notice to Buyer in accordance with Section 13 of this Agreement, no later than six (6) months after the expiration of such five (5) year period. Such notice shall state that the Seller is exercising its right of repurchase under this Section and shall specify a closing date for the repurchase, upon which Seller shall tender to Buyer the repurchase price in full. If Seller does not provide such written notice of its intent to exercise its repurchase right within said six (6) month period, Seller's right of repurchase under this section shall

expire. For purposes of this Agreement, project development will be considered to have been completed upon Buyer's performance of the tape drop and Buyer's reporting of that event and final completion of construction to the FAA and FCC. Buyer shall provide Seller with written verification confirming that these actions have been completed. If project development is not completed within such five (5) year period, any subsequent completion shall not impair Seller's right to exercise its right of repurchase during the six (6) month notice period set forth above.

In the event of Seller's exercise of its repurchase right and payment of the repurchase price at closing, Buyer relinquishes all right, title, and interest in and to the parcel, and fee simple title to the parcel shall automatically vest in Seller, free and clear of any right, claim, or interest of Buyer, without the necessity of further action by either party except that the Buyer is obligated to and shall execute and deliver to Seller at closing such instruments as may be reasonably required to effectuate conveyance and recordation of Seller's title in the parcel.

In addition to its right of repurchase, and in the event the Borough does not exercise such right, the Borough shall have the right of first refusal with respect to any subsequent sale of the parcel by Buyer. Prior to any such sale, Buyer shall provide the Borough with written notice of the terms and conditions of the proposed sale. The Borough shall have sixty (60) days from receipt of such notice to exercise its right to purchase the parcel on the same terms and conditions. Buyer shall not sell the parcel on terms more favorable to a third-party purchaser than those offered to the Borough. These provisions shall be recorded in the deed to be issued under paragraph 6 hereof.

B. Right of Installation. As a municipal government, Seller may in the future expand its police, fire and emergency response services beyond the current boundaries of Service Area 1 of the Borough, or may need additional equipment to adequately serve Service Area 1. Such expansion may create a need for Seller to place antennas and repeaters on Buyer's communication towers located within the Borough to support the necessary public-safety equipment. The parties agree that Seller may install, operate, maintain, repair and replace public-safety antennas, repeaters, and similar and necessary equipment on Buyer's towers and adjacent ground, at no cost to Buyer, and Seller shall not be charged any rental or other usage fee by Buyer. Seller shall be responsible for any electrical power consumption by Seller's equipment.

If such installation becomes necessary, the parties shall negotiate in good faith regarding the placement, technical specifications, and frequency use of the Seller's equipment; however, Seller's equipment shall not unreasonably interfere with Buyer's current or future operations. If at any time available capacity on a tower owned by Buyer is reduced to space sufficient for only one additional installation, Seller shall have the right of first refusal to occupy such remaining space. Buyer shall provide Seller with written notice of such availability, along with applicable terms and conditions (other than rental or usage fees, which shall not apply), and Seller shall have sixty (60) days from receipt of

notice to elect, in writing, to occupy the space. If the Seller does not timely exercise its right of first refusal, the Buyer may offer the remaining space to another party on terms not materially more favorable than those offered to the Borough. Seller shall be liable for any damage caused to Buyer's tower by Seller's installation of any public-safety antennas, repeaters, and similar equipment.

5. Parcel Sold in its Present Condition; Assumption and Presumption for Environmental Conditions. The parcel is sold "as is, where is", in its current condition and with all faults, known or unknown, as of the effective date. Buyer has entered into this Agreement relying solely upon information and knowledge obtained from Buyer's own investigation and/or inspection of the parcel. Seller expressly makes no representations regarding, and disclaims any liability for, the parcel, and any improvements located thereon, including without limitation (1) the condition of the parcel (including the existence of any hazardous or environmental conditions); (2) the existence or condition of any improvements located thereon; (3) the exact location or size of the parcel, the existence of markers on the parcel, or the ability or cost of surveying the parcel; (4) the status or insurability of title to the parcel, including the existence of any liens, encumbrances or conditions on the parcel; (5) the ability of Buyer to utilize the parcel or any improvements in any fashion and for any particular purpose or use; (6) any zoning of the parcel; and (7) the existence, or the potential for installation, of any utility or access on or to the parcel. The parcel is sold subject to all platted easements, rights-of-way and reservations, and all liens, encumbrances, and conditions, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the parcel. Seller makes no representations, warranty or guarantees, express or implied, as to quality, merchantability or suitability of the parcel for a particular purpose or use. Closing of the purchase hereunder will constitute an acknowledgment by Buyer that Seller is relieved from any and all responsibility and liability for the condition of the parcel.

Additionally, Buyer assumes all risks for any adverse environmental conditions, past, present or future, existing on the parcel, including hazardous substances, waste and materials. Buyer agrees that should any subsequent cleanup, remediation or removal of hazardous substances, waste or materials be necessary due to environmental conditions or contamination occurring on or from the parcel, such clean-up, removal or remediation shall be the sole responsibility of, and shall be performed at the sole cost and expense of, Buyer and Buyer shall have no claim against the Seller.

6. Conveyance. Conveyance of the parcel to Buyer shall be by quitclaim deed, upon payment of the full purchase price. Seller is not obtaining title insurance for the parcel. If Buyer desires to obtain title insurance, Buyer may do so at Buyer's own expense.

7. Further Conditions of Sale. Seller and Buyer acknowledge the following conditions of sale apply to the project:

A. Fuel Tank. In connection with the operation of its communication tower, Buyer may

install a fuel tank to support its equipment and activities. The parties acknowledge and agree that any such fuel tank shall have a maximum capacity of two hundred (200) gallons and shall be designed, located, installed, and maintained in the configuration and manner depicted on Exhibit B. The fuel tank shall comply with all applicable federal, state, and local laws, regulations, and industry standards, including those governing the storage, handling, and containment of fuel. Any modification to the size, configuration, or location of the fuel tank shall require the Borough's prior written consent, which shall not be unreasonably withheld.

B. Development of parcel.

(i) The project shall be developed on the parcel in accordance with the plans attached hereto as Exhibit C. Any material change in development from that set out in Exhibit C, including placement of additional or different structures, or location of structures, shall require the Borough's prior written consent, which shall not be unreasonably withheld. In this provision, "material" includes any change that increases the tower height, expands the ground footprint from that provided for in Exhibit C, or alters the visual appearance or profile of the site from that provided for in Exhibit C.

Excepting material changes that require building official review under the Borough Code, and notwithstanding the provisions of the foregoing paragraph, Buyer shall not be required to obtain Seller's consent for: 1. The installation, modification, or replacement of antennas, microwave dishes, remote radio heads, cabling, or similar telecommunications equipment on the tower by Buyer or its tenants (provided the tower height does not exceed the maximum set forth in Section 7(D)); or 2. The placement of additional ground equipment shelters, cabinets, or generators within the fenced compound; provided, however, that all such equipment and installations shall be installed and maintained in compliance with applicable federal, state, and local safety standards, including but not limited to those established by the Federal Communications Commission (FCC).

(ii) Buyer shall design, engineer, and construct the communication tower to include one or more engineered breakpoints, intended to cause controlled structural failure at predetermined locations, to ensure that the tower does not fall onto a public roadway or critical borough infrastructure, including the adjacent borough fire department facilities. At the time of submission of its permit application to the Borough's Planning Department, Buyer shall include a certified engineered fall zone letter, stamped by a professional engineer licensed in the State of Alaska, verifying inclusion of the necessary breakpoints.

C. *Intentionally omitted.*

D. Maximum height of tower. The maximum height of the communication tower to be constructed on the parcel shall be One Hundred Thirty Feet (130'), inclusive of lightning rod.

E. No further communication towers on Mitkof Island. Buyer agrees that other than the

three communication towers described in Subsection 7(C) above, Buyer shall not, either by itself or in concert or coordination with others, install or construct any other or further communication towers, whether for broadband, cellular, or other communications technologies, on Mitkof Island, Alaska for five (5) years from the Effective Date without approval of the Petersburg Borough Assembly, which shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer retains the right to repair, reinforce, or replace its three (3) towers on Mitkof Island at their current or planned locations, in accordance with the provisions of Subsection 7 hereof, provided such work does not result in a new tower in a wholly new location.

F. Disclosure of Construction Costs. Upon completion of construction of the tower contemplated by this Agreement, as well as any other tower constructed by Buyer within the Borough, Buyer shall provide to the Borough Finance Department its total cost of construction of the tower, including all labor, materials and equipment costs ("total costs of construction"), in order for the Borough to properly assess the tower for purposes of real property taxation under AS 29.45 and PMC 4.24. In the event that Buyer has previously constructed a tower within the Borough, the Buyer shall, upon the Effective Date, provide the total costs of construction for such existing tower(s).

G. Noninterference. The parties understand and acknowledge that the tower contemplated by this Agreement will be constructed on a parcel located immediately adjacent to the Borough's fire department facilities, which house the Borough's back-up 911 system and its fire, police, and emergency services radio system ("emergency systems"). Buyer shall not permit installation or operation of any equipment on the tower that causes interference with the emergency systems and shall, upon notice from the Borough of any such interference, promptly take all necessary actions to eliminate it.

The parties expressly acknowledge and agree that these conditions are essential and material terms of this agreement, form part of the bargained-for consideration, and are intrinsic to Seller's willingness to enter into this Agreement, without which Seller would not have agreed to the sale.

8. Tower at Papke's Landing. Buyer understands and acknowledges that there has been substantial community concern regarding its plans to install and construct a communication tower on Rory Road at Papke's Landing. Buyer agrees to attempt, in good faith and using all reasonable means, to establish an alternative location for this tower, to move it away from residential structures.

9. Entire Agreement. This Contract of Sale is fully integrated and sets forth the entire understanding and agreement of the parties with respect to the purchase and sale of the parcel. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter hereof.

10. Amendment. This Contract of Sale may not be modified, amended or subjected to a novation

except by a written agreement executed and delivered by both Seller and Buyer.

11. Interpretation. Both Buyer and Seller have had an opportunity for independent counsel to review and modify the Contract of Sale. The rule of construction to the effect that any ambiguities are to be strictly construed against the drafter shall not apply to any interpretation of this agreement. The captions in this Contract of Sale are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this agreement or any of the provisions of this agreement.

12. Assignment. Buyer may not assign Buyer's rights, obligations or interest in this Contract of Sale to any other person or entity without first obtaining the prior written consent of Seller, to be granted at Seller's sole discretion.

13. Notices. Any notices or communications required or permitted to be given under this Agreement, including any written notice of termination of this agreement, shall be given in writing and shall be delivered (i) in person, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by electronic mail. Such notices shall be addressed as follows:

To Seller:
c/o Borough Manager
PO Box 329
Petersburg, Alaska 99833
Email: sgiesbrecht@petersburgak.gov

To Buyer:
c/o President
PO Box 25500
Juneau, Alaska 99802
Email: tidalmgnt@tlingitandhaida.gov

Any such notice or communication shall be considered given or delivered, as the case may be, on the date of personal delivery, three (3) days after deposit in the United States mail, or in the case of email transmission, upon the date sent, provided the party has proof of such sending. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice or communication. Either party may at any time change its contact information by giving notice hereunder.

14. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect so long as the intent of the parties can be reasonably accomplished thereby.

15. Governing Law/Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alaska. The parties hereby waive any and all rights to a trial by jury in any action or proceeding brought in connection with this Agreement, and consent to the jurisdiction of the courts of the State of Alaska, located in Petersburg, Alaska. Buyer hereby agrees to a limited waiver of any sovereign immunity that it may possess to permit an action to be brought against it by the Borough in the State Courts of the State of Alaska to enforce the provisions of this

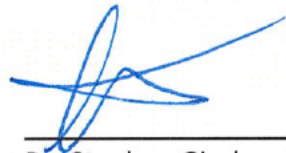
Agreement, as set forth in the Resolution attached hereto as Exhibit D. This limited waiver shall survive closing of this sale, to the extent necessary to enforce the provisions of this Agreement.

16. No Joint Venture; No Third-Party Beneficiaries. This Agreement shall not be construed or interpreted to create a partnership or joint venture between the parties. The provisions of this Agreement are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce any provision of this Agreement.

17. Counterparts and Electronic Mail Signatures. This Agreement may be executed and delivered in one or more counterparts. Each such counterpart shall be deemed an original instrument, but all such counterparts together shall constitute one agreement. Signatures on documents forwarded by electronic mail are intended to be the equivalent of original signatures.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement.

SELLER: Petersburg Borough

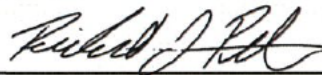


By: Stephen Giesbrecht

Its: Borough Manager

Dated: 6/23/2026

BUYER: Central Council of the Tlingit & Haida
Indian Tribes of Alaska, dba Tidal Network



By: Richard J. Peterson

Its: President

Dated: 06/23/2026



PETERSBURG BOROUGH LAND USE APPLICATION

For Borough Use	Date:
Base Fee:	Check No. or CC:
Public Notice Fee: \$70	Received by:
Total:	Code to: 110.000.404110

APPLICANT INFORMATION

NAME: Richard Peterson

PROPERTY INFORMATION

PHYSICAL ADDRESS or LEGAL DESCRIPTION: 1200 Haugen Drive			Lot Size:
LOT:	BLOCK:	SUBDIVISION:	PLAT #:
PARCEL ID: 01-012-010		ZONE:	OVERLAY:

Current Use of Property: Owned by the City of Petersburg

Proposed Use of Property: A build site for Fixed Wireless Broadband with the capacity to expand emergency services, cellular carriers, radio equipment, etc.

LEGAL ACCESS AND UTILITIES

WASTEWATER SYSTEM: What is the current or planned system? ☐ Municipal ☐ DEC-approved on-site system

WATER SOURCE: What is the current or planned system? ☐ Municipal ☐ Cistern/Roof Collection ☐ Well

LEGAL ACCESS TO LOT(S) (Street Name):

Haugen Drive

TYPE OF APPLICATION AND BASE FEES

☐ 18.18 Record of Survey (\$50) (Note: No Public Notice Fee)

☒ 18.20 Minor Subdivision/18.24 Preliminary Plat/18.19 Replat (\$75 + \$10 per lot)

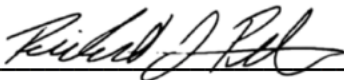
☐ 18.24 Final Plat (\$25 per lot)

SUBMITTALS

For Subdivision applications, please submit a prepared plat map as required by borough code.

SIGNATURE(S)

I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or authorized agent thereof for the property subject herein.

Applicant(s):  Date: 12/05/2025

Owner (if different from applicant): _____ Date: _____

Owner (if different from applicant): _____ Date: _____

PLANNING COMMISSION STAFF REPORT

Action #	2026-0101
Meeting Date:	7/14/2026
Applicant(s):	Central Council of the Tlingit & Haida Indian Tribes of Alaska
Property Owner(s):	Petersburg Borough
Agent/Representative:	
Property Address:	1200 HAUGEN DR
Legal Description:	Ptn of USS 1168
Parcel ID	01-012-010
Acreage/Lot Size	10,036
Current Zoning	Public Use
Comp Plan Designation:	Public Facilities
Request Type:	Minor Subdivision

EXECUTIVE SUMMARY

Applicant Request: Applicant requests approval of a minor subdivision.

Staff Recommendation: Approve with conditions

Key Issues: Minor subdivision on Haugen Drive
Borough Assembly has approved sale of the parcel.

PROJECT DESCRIPTION

Proposal Details

Intended Use TO SUBDIVIDE A PARCEL TO CREATE A 10,036 SF LOT

SITE CHARACTERISTICS

Size:	10,036 sf
Topography:	muskeg
Existing Structures:	none
Legal Access:	Haugen Dr
Utilities:	Adjacent
Flood Zone:	n/a
Constraints:	none

ZONING AND LAND USE ANALYSIS

Current Zoning

Zone	Public Use
Intent	P-1 provides for areas for public uses, such as parks, playgrounds, government-owned buildings, and municipal facilities.
Principal Uses	Uses outlined in Section 19.48.20 for P-1 include, but are not limited to, all uses in SF and gov't and quasi-gov't uses.
Conditional Uses	There are no conditional uses in the P-1 district.

Surrounding Zoning		Actual Land Use	
North	Commercial-1		Commercial/Industrial
South	Commercial-2		Vacant
East	Commercial-1		Commercial/Industrial

West	Public Use	Public
------	------------	--------

LOT DEVELOPMENT STANDARDS				
Standard	Required	Proposed	Conforms?	Comment
Min. Lot Size	0	10,036 sf	Yes	
Max. Lot Coverage	100%		Yes	
SUBDIVISION CRITERIA 18.20.010				

STANDARD	PROPOSED	COMMENT
1.The plat subdivides a single lot into not more than four lots;	2	
2.The plat provides legal and physical access to a public highway or street for each lot created by the subdivision;	Haugen Dr.	
3.The plat does not contain or require a dedication of a street, right-of-way, or other area;	No dedication required.	
4.The plat does not require a vacation of a public dedication of land or a variance from a subdivision regulation;	No vacation or variance required.	
5.The outside corners of each lot are marked and at least two outside corners of the whole subdivision tract are referenced to publicly recorded survey markers;		Will be required on final plat submission.
6.The written approval of the public works, engineering, power and light and police departments has been noted on the application.		See below.

DEPARTMENT REVIEWS	
Department Name	Comments
Public Works:	No comments.
Power & Light:	No comments.
Police Dept	No comments.
Fire/EMS:	No comments.

PUBLIC NOTICE

The borough provided public notice consistent with PMC 18.12.040. Notice was mailed by first class mail to the owner of record of the property within a distance of six hundred feet of the exterior boundary of the property that is the subject of the application. See Attachment D for notification list.

FINDINGS AND CONDITIONS OF APPROVAL

See draft resolution on next page for findings of fact and conditions of approval

Proposed Motion

I move to approve Resolution No. 2026-0101 TO SUBDIVIDE A PARCEL TO CREATE A 10,036 SF LOT at 1200 HAUGEN DR

ALTERNATIVES

The Planning Commission has the following options:

1. Approval of the application as submitted.
2. Approval of the application with staff-recommended conditions

3. Approval of the application with modified or additional conditions.
4. Continue the hearing to allow for additional information or public input.
5. Disapprove the application.

If the Planning Commission chooses to recommend the application contrary to staff recommendation, specific findings supporting that decision should be provided.

ATTACHMENTS

- | | | |
|------------------------|--------------------|-----------------------|
| A. Maps | C. Public Comments | E. Resolution 2026-16 |
| B. Applicant Materials | D. Public Notice | |

APPEAL (PMC 19.92)

If approved by the Planning Commission, this decision may be appealed to the Borough Assembly within 10 days of the Planning Commission's decision by the Applicant; a property owner within 600 feet of the subject property; or any governmental agency, that may be adversely affected by the decision. Appeal forms are available at the Borough Clerk's office and must be accompanied by the required fee.

PLANNING COMMISSION RESOLUTION NO. 2026-0101

A RESOLUTION OF THE PETERSBURG BOROUGH PLANNING COMMISSION RECOMMENDING THE APPROVAL OF A MINOR SUBDIVISION TO SUBDIVIDE A PARCEL TO CREATE A 10,036 SF LOT AT 1200 HAUGEN DR

WHEREAS, on July 14, 2026, the Planning Commission, acting as the Platting Board, conducted a duly and properly noticed public hearing to consider an application for a minor subdivision TO SUBDIVIDE A PARCEL TO CREATE A 10,036 SF LOT at 1200 HAUGEN DR, legally described as Ptn of USS 1168, and

WHEREAS, the applicant and staff presented testimony and evidence, and all interested persons were given the opportunity to provide public testimony regarding the application; and

WHEREAS, the Planning Commission has reviewed the staff report, attachments, and all relevant documents and materials, and has heard all testimony presented at the public hearing; and

WHEREAS, the Planning Commission has made the following findings of fact, based on substantial evidence in the record:

Finding 1: The proposed project meets the criteria for a minor subdivision of 18.20.010 as detailed in the staff report.

Finding 2: The applicant has demonstrated compliance with applicable zoning and development standards.

Finding 3: The applicant has submitted a plat that generally meets accepted standards for good draftsmanship.

Finding 4: This subdivision allows for conveyance of a 10,036 sf parcel approved for sale by the Borough Assembly, on June 15, 2026 as Resolution 2026-16, to the Central Council of the Tlingit & Haida Indian Tribes of Alaska dba Tidal Networks.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the Petersburg Borough, acting as the Platting Board, hereby approves the Minor Subdivision, subject to the following conditions:

Condition 1: Submit a plat with legible lettering meeting the generally accepted standards for good draftsmanship as prepared by a professional land surveyor, properly registered in the state of Alaska, drawn to scale, and provided in a format, size, suitable for recording.

Condition 2: Plat will have at least two outside corners of the whole subdivision tract referenced to publicly recorded survey markers.

BE IT FURTHER RESOLVED, that the chairperson is authorized to sign this resolution on behalf of the Planning Commission.

ADOPTED this 14 day of July, 2026, by the following vote:

AYE:

NAY:

ABSENT:

Chair, Planning Commission

Item 74



Attachment B. Applicant Material

Item 7A.



PETERSBURG BOROUGH LAND USE APPLICATION

For Borough Use	Date:
Base Fee:	Check No. or CC:
Public Notice Fee: \$70	Received by:
Total:	Code to: 110.000.404110

APPLICANT INFORMATION

NAME: Richard Peterson

PROPERTY INFORMATION

PHYSICAL ADDRESS or LEGAL DESCRIPTION: 1200 Haugen Drive			Lot Size:
LOT:	BLOCK:	SUBDIVISION:	PLAT #:
PARCEL ID: 01-012-010		ZONE:	OVERLAY:

Current Use of Property: Owned by the City of Petersburg

Proposed Use of Property: A build site for Fixed Wireless Broadband with the capacity to expand emergency services, cellular carriers, radio equipment, etc.

LEGAL ACCESS AND UTILITIESWASTEWATER SYSTEM: What is the current or planned system? ☐ Municipal ☐ DEC-approved on-site systemWATER SOURCE: What is the current or planned system? ☐ Municipal ☐ Cistern/Roof Collection ☐ Well

LEGAL ACCESS TO LOT(S) (Street Name):

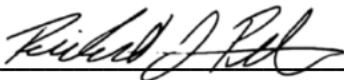
Haugen Drive

TYPE OF APPLICATION AND BASE FEES☐ 18.18 Record of Survey (\$50) (Note: No Public Notice Fee)☒ 18.20 Minor Subdivision/18.24 Preliminary Plat/18.19 Replat (\$75 + \$10 per lot)☐ 18.24 Final Plat (\$25 per lot)**SUBMITTALS**

For Subdivision applications, please submit a prepared plat map as required by borough code.

SIGNATURE(S)

I hereby affirm all the information submitted with this application is true and correct to the best of my knowledge. I also affirm that I am the true and legal property owner or authorized agent thereof for the property subject herein.

Applicant(s):  Date: 12/05/2025

Owner (if different from applicant): _____ Date: _____

Owner (if different from applicant): _____ Date: _____

CERTIFICATE OF OWNERSHIP

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE HAUGEN SUBDIVISION AS SHOWN ON THIS PLAT. I APPROVE THIS SURVEY AND PLAT.

XX XX XX
1200 HAUGEN DRIVE, PETERSBURG,
ALASKA 99833

DATE

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF

_____, 20_____.

BY:

(PERSON APPEARING)

NOTARY PUBLIC FOR ALASKA

MY COMMISSION EXPIRES _____

PLAT APPROVAL

I CERTIFY THAT THIS SUBDIVISION PLAT AS SHOWN COMPLIES WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PETERSBURG. THIS SUBDIVISION PLAT IS APPROVED FOR THE RECORDING BY THE DISTRICT RECORDER IN THE PETERSBURG RECORDING DISTRICT.

DATE

CHAIR, PETERSBURG PLATTING BOARD

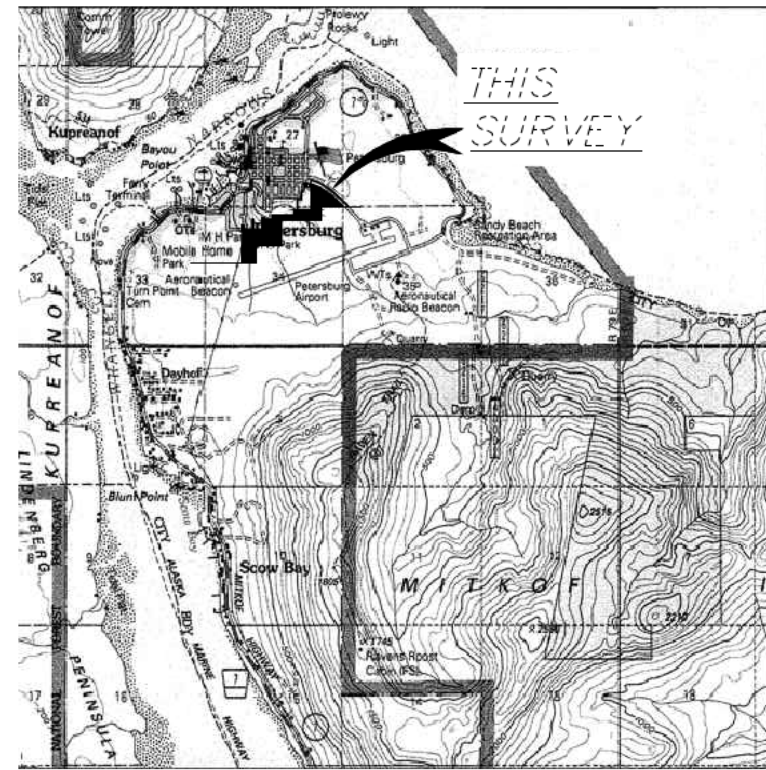
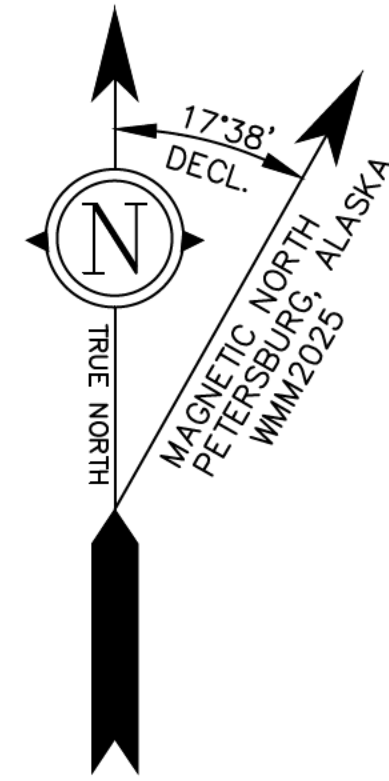
DATE

ATTEST
SECRETERY, PETERSBURG PLATTING BOARD**TAX CERTIFICATE**

I CERTIFY I AM THE FINANCE DIRECTOR OF THE CITY OF PETERSBURG. U.S. SURVEY NO.1168 IS OWNED BY THE CITY OF PETERSBURG, SO THERE ARE NO TAXES ASSESSED AGAINST THIS PARCEL.

NAME: _____

DATE: _____

**VICINITY MAP**

SOURCE: U.S.G.S. QUADRANGLE PETERSBURG
(D-3), ALASKA 1986

1"= 1 MILE

NOTES

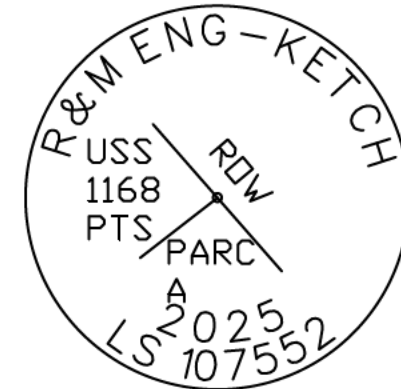
- THE EXISTING ORIGINAL CORNERS WERE RECOVERED AND USED TO CONTROL AND CALCULATE THE LOCATION OF THE SUBDIVISION BOUNDARIES, AS SHOWN ON THIS PLAT.
- SET 30" LONG 5/8" DIAMETER REBAR WITH 2" ALUMINUM CAP WITH PLASTIC INSERT AT LOCATIONS AS INDICATED ON THIS PLAT, STAMPED AS SHOWN IN THE TYPICAL.
- THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000, AND/OR CORNER POSITIONS HAVE A RELATIVE POSITION ACCURACY AT THE 95 PERCENT CONFIDENCE LEVEL OF 0.13 FEET PLUS 100 PPM.
- ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED TO THE BASIS OF BEARING AND DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
- THIS PLAT IS SUBJECT TO:
 - THIS PLAT IS SUBJECT TO THE NOTES AND EASEMENTS SHOWN ON PLAT 2009-16.
 - THIS PLAT IS SUBJECT TO THE NOTES AND EASEMENTS SHOWN ON PLAT 2024-5.
 - THIS PLAT IS SUBJECT TO THE NOTES AND EASEMENTS SHOWN ON PLAT 2010-1.
 - THIS PLAT IS SUBJECT TO THE NOTES AND EASEMENTS SHOWN ON PLAT 69-202.
 - THIS PLAT IS SUBJECT TO THE NOTES AND EASEMENTS SHOWN ON PLAT 2023-5.
 - THIS PLAT IS SUBJECT TO THE NOTES AND EASEMENTS SHOWN ON PLAT 2016-4.

LEGEND

	FOUND PRIMARY MONUMENT-3 1/4" DIA. ALUM. CAP ON 2 1/2" DIA. ALUM. POST WITH MAGNET UNLESS OTHERWISE NOTED
	SECONDARY MONUMENT RECOVERED
	SECONDARY MONUMENT SET THIS SURVEY
	UNSURVEYED
	SURVEYED
	OVERHEAD UTILITY LINE
	RECORD BEARING AND DISTANCE PLAT 2009-16
	UTILITY POLE

BASIS OF BEARING

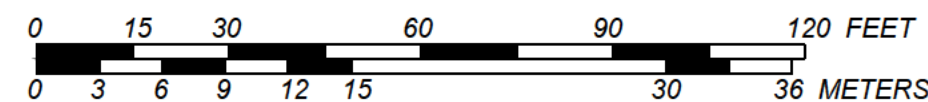
BEARINGS SHOWN ARE NAD 83 GEODETIC BEARINGS BASED ON HIGH PRECISION GLOBAL NAVIGATION SATELLITE SYSTEM TECHNOLOGY, USING TRIMBLE R10-2 RECEIVERS, DIFFERENTIALLY CORRECTED AND PROCESSED USING TRIMBLE BUSINESS CENTER SOFTWARE VERSION 2025.10. DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.

**TYPICAL SECONDARY
MONUMENT
SET THIS SURVEY**

SET 5/8" X 30" LONG
REBAR (UNLESS OTHERWISE
NOTED) AND 2" ALUMINUM
CAP WITH PLASTIC INSERT

SCALE 1"=30'

THIS DRAWING MAY BE REDUCED, VERIFY SCALE BEFORE USING



1 METER = 3.2808333 U.S. SURVEY FEET
1 U.S. ACRE = 0.4047 HECTARES

DATE OF SURVEY: _____	R&M ENGINEERING-KETCHIKAN, INC. 7180 REVILLA ROAD, SUITE 300 KETCHIKAN, AK 99901 Phone: (907) 225-7817 CERTIFICATE OF AUTHORIZATION #: C576
BEGINNING: _____ OCTOBER 2025	
ENDING: _____ OCTOBER, 2025	

**A PLAT OF
HAUGEN SUBDIVISION
CREATING PARCEL A**

A SUBDIVISION OF
USS 1168 PETERSBURG TOWNSITE
PARCEL 01-012-010
LOCATED WITHIN
USS 1168 PETERSBURG TOWNSITE

CREATING PARCEL A
CONTAINING 0.23 ACRES MORE OR LESS

PETERSBURG RECORDING DISTRICT

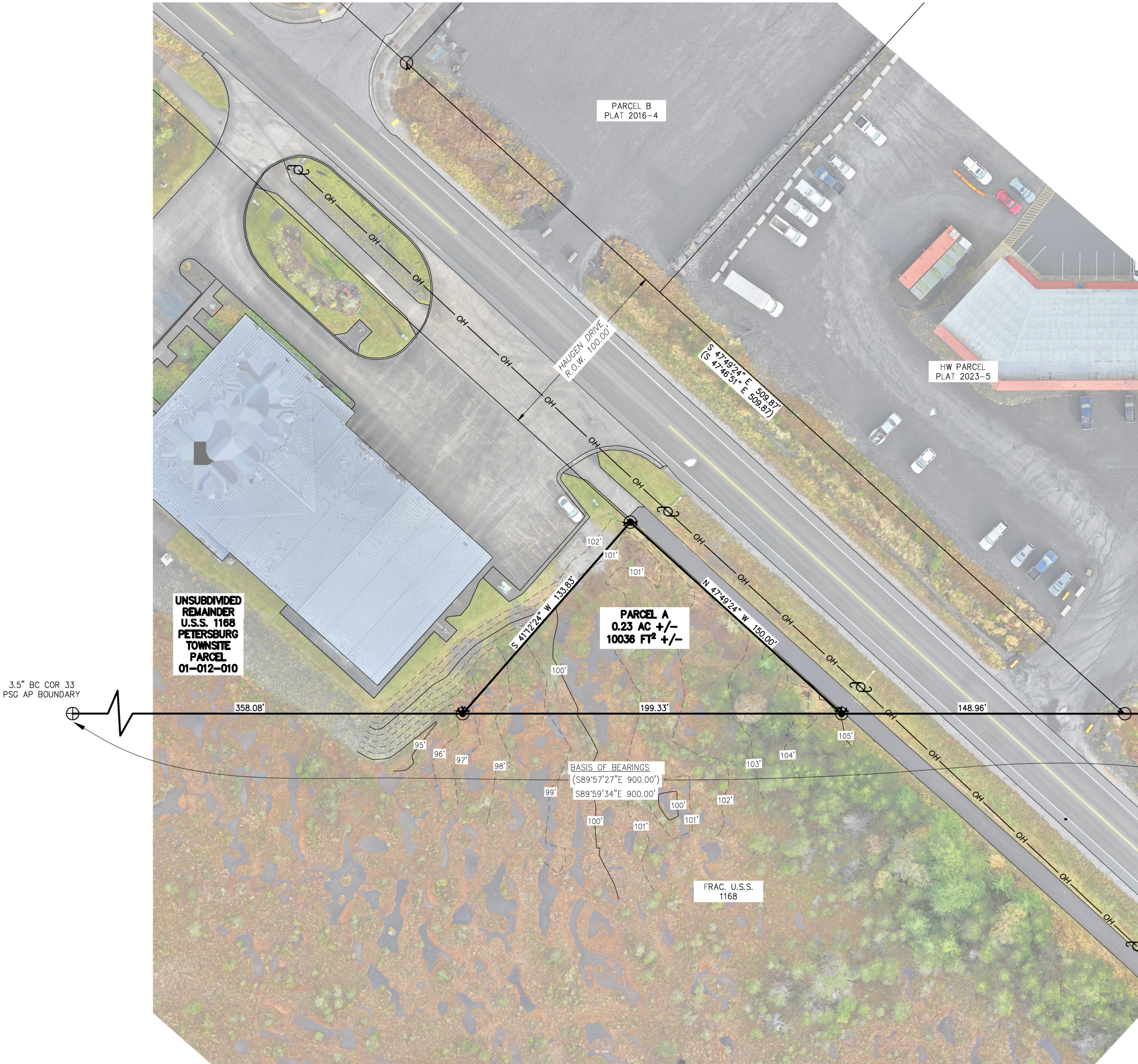
DRAWN BY: EBH	
DATE: NOVEMBER 2025	
SURVEYOR: EBH	
SCALE: 1"=30'	CHECKED: CGP
	RM PROJECT NUMBER 252759.01

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE

CHRISTOPHER G. PIBURN, PLS # 107552

**PRELIMINARY**

CERTIFICATE OF OWNERSHIP

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER OF THE HAUGEN SUBDIVISION AS SHOWN ON THIS PLAT. I APPROVE THIS SURVEY AND PLAT.

XX XX XX
1200 HAUGEN DRIVE, PETERSBURG,
ALASKA 99833

DATE

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF

_____, 20_____.

BY: _____
(PERSON APPEARING)

NOTARY PUBLIC FOR ALASKA

MY COMMISSION EXPIRES _____

PLAT APPROVAL

I CERTIFY THAT THIS SUBDIVISION PLAT AS SHOWN COMPLIES WITH THE SUBDIVISION REGULATIONS OF THE CITY OF PETERSBURG. THIS SUBDIVISION PLAT IS APPROVED FOR THE RECORDING BY THE DISTRICT RECORDER IN THE PETERSBURG RECORDING DISTRICT.

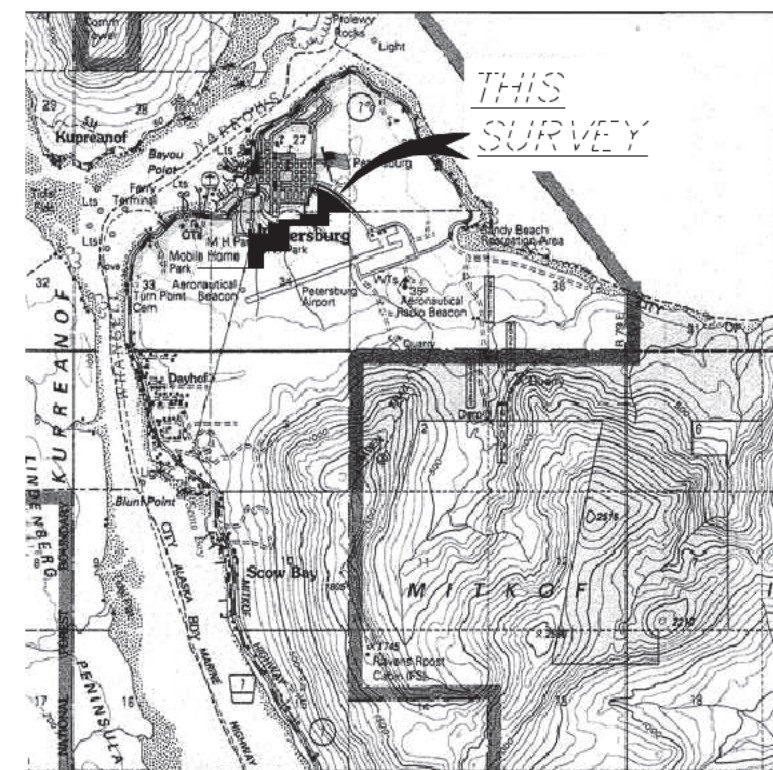
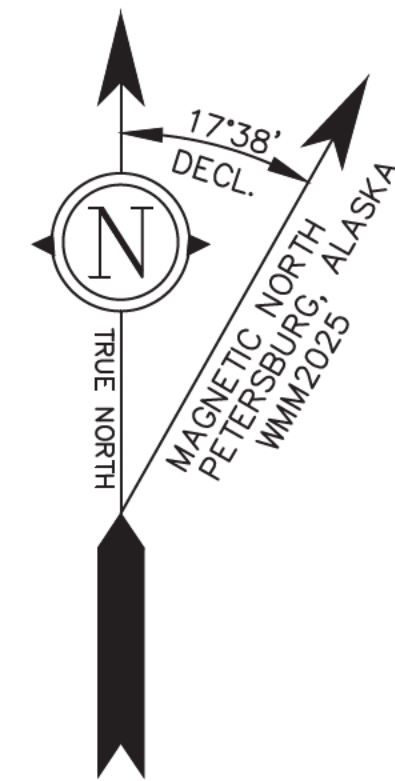
DATE _____ CHAIR, PETERSBURG PLATTING BOARD

DATE _____ ATTEST
SECRETERY, PETERSBURG PLATTING BOARD

TAX CERTIFICATE

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**VICINITY MAP**

SOURCE: U.S.G.S. QUADRANGLE PETERSBURG (D-3), ALASKA 1986
1"= 1 MILE

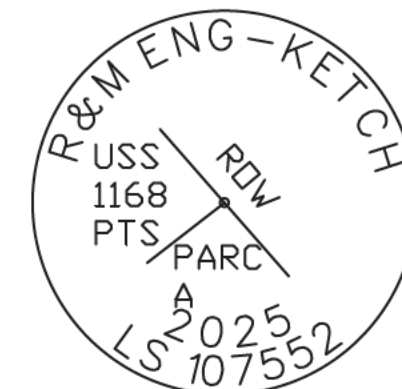
NOTES

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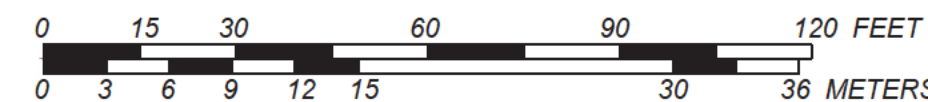
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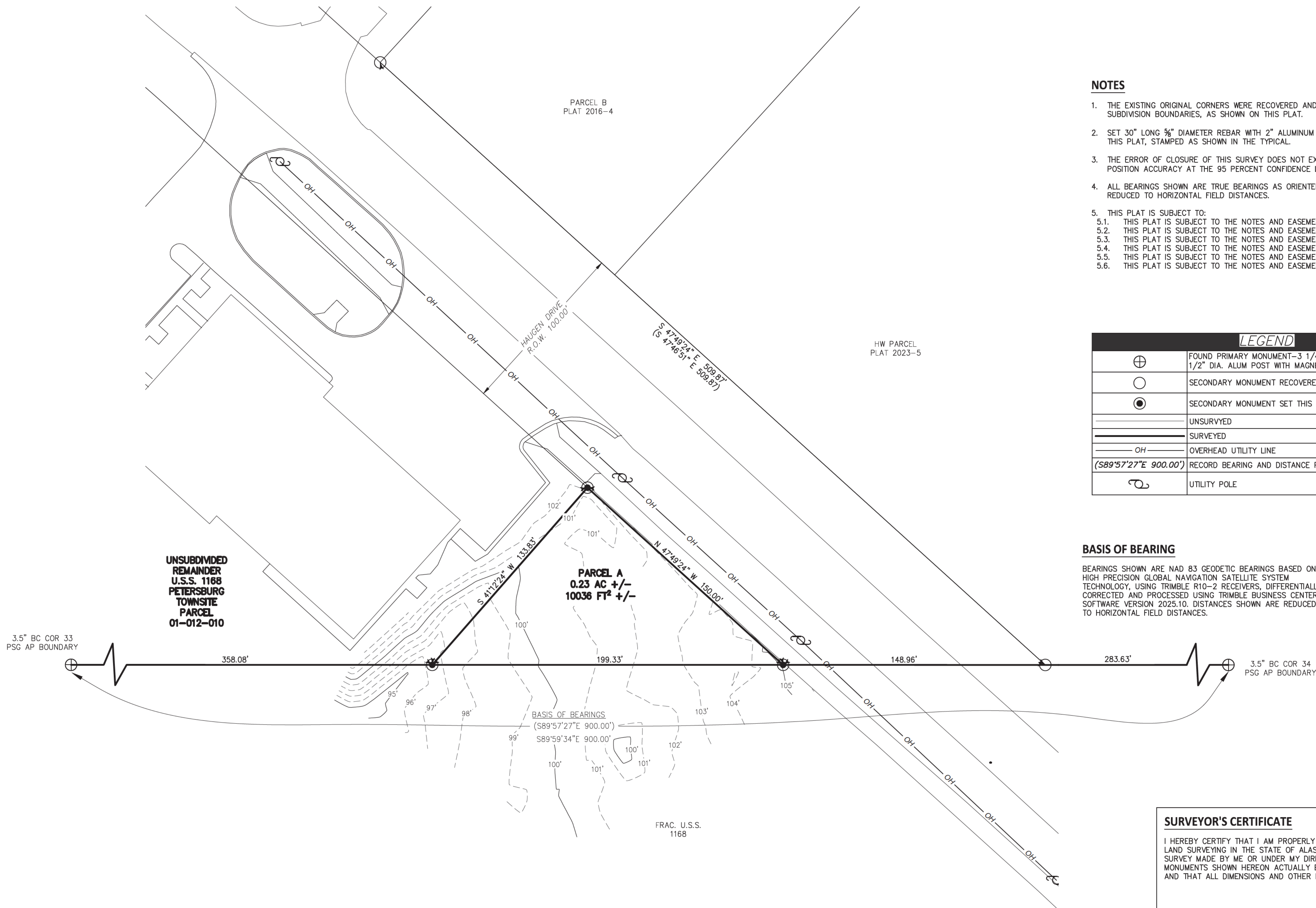
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DATE

CHRISTOPHER G. PIBURN, PLS # 107552



From: [Kurt Kvernvik](#)
To: [Anna Caulum](#)
Subject: letter for Psg Planning Commission
Date: Saturday, January 3, 2026 2:53:41 PM
Attachments: [5 G tower letter 2026.docx](#)

External Email! Use Caution

Hi Anna, please see the attached letter for the Public Hearing for the 5G tower. Kurt Kvernvik [REDACTED]
[REDACTED]

January 3, 2026

Petersburg Borough Planning Commission

RE: Consideration of an application from Central Council Tlingit Haida for a fixed wireless broadband

My name is Kurt Kvernvik and my wife Janet, and I own a home located at 105 south 7th street, just off IRA street. Our residence is approximately 1000 feet from the proposed 5 G tower placement.

We have taken time to research 5 G technology and the towers that are used to transmit radio waves. A simple google search will pull up many opinions and research concerning the use of cell phones and the safety of being near the towers that provide the signal for them.

There is a large amount of information on the web concerning the subject of RF effects on animals and less so on humans. Much of what I read could lead a person to conclude that the RF emissions from cell towers are in general considered to be 100% safe for humans to be exposed to.

Also based on past and current scientific studies, it is open for a person to conclude that there are health concerns regarding neurological symptoms, sleep disturbances, headaches, reproductive issues and cancer risks. (This paragraph was copied from a scientific study in France that is listed at the American Cancer Society web site).

As it turns out, there are very few studies among the thousands on the subject that look specifically if there is a link between 5G towers and adverse effects to humans. Most organizations call for higher quality long term studies. Particularly for the High Frequency millimeter waves used by 5G towers.

The more one looks at the subject, the more it becomes clear that there is much more research to be done. This is not surprising at all as there are many things in life that do not adversely affect us until years or decades of exposure or use have transpired. There were many medicines, consumer products and treatments in the past that were once considered safe and effective. Asbestos, Lead Paint, Lobotomies, Mercury, Cocaine, Heroin cough suppressant, DDT, Talc, Radium, Arsenic, Benzene, and Tabaco all come to mind.

As with many health issues of the day, we do not know who to trust to give us an unbiased answer. I think it may be decades before we have any conclusive proof as to whether 5g towers are safe or harmful to Humans. So, for now, let's assume that RF exposure levels, as stated, are low and that the long-term RF effects from the tower will not damage our health.

What may affect us adversely is our property value.

There is nearly 100% consensus that having a cell tower near your dwelling lowers your property values. Anywhere from 2.8% all the way to 20%. Homes near cell towers are also on the market longer than homes that are not. So, expect to have your home worth less and to have a harder time selling your home if it is near a cell tower.

Would anyone in this room care to live 100 feet from a tower? How about 200 feet? Would this be a factor in buying your dream house? What is the perfect distance if 200 feet is too close?

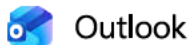
Whether my wife and I have health concerns does not change our homes value. But what does matter to our homes value is whether potential home buyers have any health concerns with living close to a cell tower when they are looking at our home to purchase.

I think the city should do everything possible to protect its citizens from adverse harm to health or property. Do you plan to compensate homeowners if their property value declines? How about if their health declines?

We are not against 5G towers but feel that Central Council Tlingit Haida can find a less intrusive location. I ask the Borough to weigh the risk and reward of the 5G site and suggest a home for the tower that is more removed from locals' homes.

Sincerely,

Kurt & Janet Kvernivk
105 South 7th Street



Consideration of Minor Subdivision at 1200 Haugen Drive

From [REDACTED]
 Date Mon 3/2/2026 10:57 PM
 To Liz Cabrera <l Cabrera@petersburgak.gov>
 Cc Cabrera Liz <l Cabrera_at_petersburgak_gov_45fncy54ky4435_aed9eb38@icloud.com>

External Email! Use Caution

Hello. I am writing to make known my objection to the application from Central Council Tlingit Haida for a minor subdivision at 1200 Haugen Drive (PID:01-012-010), originally scheduled for discussion at the January 13, 2026 P&Z meeting and moved to the March 10 meeting. Though this step of approving a minor subdivision has infrequently been mentioned throughout the entirety of the Tidal Network process, given it requires a public hearing, I am assuming that public opinion does hold some sway and that is not just a 'given' that the land, will in fact, be subdivided.

I have several thoughts and questions about the overall effort by Tidal Networks to build 3 cell towers in the greater Petersburg community. I will seek to focus on the site in town proper, as it is not yet built and is not proposed to be built on private land.

I object to this minor subdivision for the following reasons:

1) I believe it is a poor precedent to set to utilize public use land to solve a private industry problem. I understand that the application is from a federally recognized tribe, however this is purely a commercial undertaking. As acknowledged by Chris Copley, Tidal Network Director, building the cell tower will only provide wireless internet service in a two and one half mile radius of where the tower is located. This does not provide new service to previously unserved areas. It is my understanding that what the construction of the cell tower will bring - is the cell tower - no other new services. There has been much talk of extending emergency services and expanding cell services - my understanding again, is that this MIGHT happen, if another company that provides such services decides to lease space on the Tidal Tower. Not by virtue of this effort will those benefits be realized. The way that Tidal will make their money is by leasing space on their tower. Build it and they will come? Perhaps not. Hence, public land solving a private industry problem.

2) I do not see where in the permitted uses a cell tower would fit in. It is being considered a government building or facility? That seems a stretch.

3) By way of our own ordinances we are ill prepared for further construction of cell towers. Let us get our house in order before inviting company over, and lock the door until we are ready to accept them. THEN we can address this issue. I do not see why Tidal's urgent need to spend these funds becomes our emergency. They can also apply for extensions, as stated by Mr. Copley.

3) What becomes of the 35 ft. height restrictions as discussed in the Commercial 1 Zone that this lot would be subject to should the sub division be granted? Am I mis-reading the zoning ordinances naming that limitation?

4) There is a cell tower located ACROSS THE STREET from the proposed lot. Tidal could not provide much of an answer when asked why they could not utilize the structure, though that is what our current ordinance discusses and advocates for.

5) It's unsightly. Can we keep one side of the street inviting as the entry into our community from the airport?

For the past several months, I have asked the question and not received an answer as to *why the Borough feels so beholden to find a location for these towers*. At the most recent work session I believe I heard the Borough Manager state that H Street was simply the only place that could be found in town that would meet Tidal's need. Well, it DOESN'T meet the need of the community that surrounds it, so why does it count as viable?

I would also like to note, that at the time of August 12th, 2025 P&Z meeting to discuss the land purchase, there was little information included in the packet sent to adjacent landowners describing this project; in particular the height of the tower, the overall footprint of the project, or the number of towers that Tidal was seeking to build in our community. (Some of this information was included in the P&Z agenda packet.) The application IS however, filled with possibilities of what increases in services MIGHT come to Petersburg should these towers be built, that it seems some of our community has decided is an imminent reality and therefore loud selling point. But there are no promises, no agreements, no cost estimates, no plans. What if we build it and they don't come?

Please do not bet our public use space on what MIGHT happen. Again, this is a dangerous precedent to set.

Thank you all for your service and for your time.

Nicole McMurren

500 Kisenor
[REDACTED]



June 22, 2026

V&J PROPERTIES 1 LLC**NOTICE OF SCHEDULED PUBLIC HEARINGS**

The Petersburg Borough Planning Commission has scheduled a public hearing to consider:

Consideration of an application from Central Council Tlingit Haida for a minor subdivision at 1200 Haugen Drive (PID: 01-012-010).

The public hearing and consideration of the application will be held:	Tuesday, July 14, 2026, at 12:00 PM Assembly Chambers, Municipal Building 12 South Nordic Drive, Petersburg, Alaska.
The meeting is open to the public. To attend via ZOOM , please contact Anna Caulum at 907-772-5409.	

Interested persons desiring to present their views on the applications, either in writing or verbally, will be given the opportunity to be heard during the above-mentioned hearing. Said hearing may be continued from time to time as necessary. If the Planning Commission is unable to meet at the date and time stated above, this application will be considered at a future meeting with no further notice provided except for the general notice provided to the public.

TO SUBMIT WRITTEN COMMENTS TO THE PLANNING COMMISSION	
By Mail:	PO Box 329, Petersburg, Alaska 99833
By Email:	acaulum@petersburgak.gov
Hand-Deliver:	Petersburg Municipal Building, 12 S. Nordic Dr.

The Petersburg Municipal Code (PMC) provides for an appeal of a Planning Commission decision to the Borough Assembly by the property owner or a governmental agency, or any property owner within 600' of the applicant property and requires that such an appeal be filed within 10 consecutive calendar days of the date the decision is made. For more information regarding appeal requirements, please see PMC Chapter 19.92.

Sincerely,

Liz Cabrera
Community & Economic Development Department

Community & Economic Development

PO Box 329, Petersburg, AK 99833 – Phone (907)772-4042 Fax (907)772-3759

www.petersburgak.gov

Name1	Name2
CHRIS FRY	
HEATHER O'NEIL	
SARAH FINE-WALSH	
THOMAS KOWALSKE	
JOSHUA ADAMS	
JIM FLOYD	
MIKA CLINE	
TLINGIT HAIDA	RICHARD PETERSON
13 RENTALS LLC	
ALASKA DOT & PF LESSOR	
ALASKA STATE OF	
ANDERSON TROY E	ANDERSON ROSEANNE
B & W RENTALS LLC	
BARNETT JAY	
BENITZ DAVID	BENITZ CEAN
BERKLEY BENJAMIN	
BETHESDA FELLOWSHIP	BETHESDA FELLOWSHIP
BROOKS ROBERT	BROOKS RAMONA
BUNGE WILLIAM S S	BUNGE LINDA J
BUOTTE BLAKE	BUOTTE TAYLOR
CALHOUN JENNIFER	CALHOUN URIAH
CAPLES PENNIE	CAPLES DUSTIN
CARR REED	CARR TONYA
CASEY DERRICK	
CASTRO ERIC	
CHILDS HOLLY	
CHURCH OF GOD	BETHESDA FELLOWSHIP
CLEMENS GEORGE D	CLEMENS MARY A
CONNOR DUSTIN	
CONNOR MARIANNE	CONNOR WILLIAM H
COOK SHYLA	
COPELAND JEANETTE MARIE	FORGEY JR CARL G
COVINGTON MARY	
CRESON DAN	
CRISTINA KARNA	CRISTINA NEIL
DAHL JULIE D	
DUNHAM LARRY D	MACDONALD LARINE H
ELLIS SANDRA J RESEERVED LIFE ESTATE	
ENGE IVAR K	
ENGE VALORI JEAN	ENGE IVAR KENNETH
EUDAVE JOSE LUIS	
FENTER CELESTIAL	
FIGUEROA MARCI	
FITTJE DANIEL	
FORD JOHN C	
FRANKLIN JESSICA L	FRANKLIN KYLE AND VIKKI
GIESBRECHT STEPHEN D	ROKEY MARY D
GRUNDBERG ERIC A	MARVIN MALENA
HAMILTON JENNIFER	
HAMMER & WIKAN	
HANSON JOHN	HANSON ARLENE
HAWLEY JESSICA	WEBER ERNEST
HEITSTUMAN BYRON	
HISAW EDMOND K	HISAW MELANIE G
HOMER STEPHEN DUANE	
HUETTL ANN P	
HUMPHREY JENNIFER	
INGLE DAWN R	
ISLAND PROPERTIES LLC	
JANKE JUDY	CARDENAS ABEL
JENNY NEIL	
JIMENEZ SAVANNAH	
JOHNSTON BILL	
JOSEY JESSICA	
KANDOLL BRIAN	KANDOLL CAROL
KANGAS DANIEL	
KEUTMANN CHELSEA	KEUTMANN PETER
KIVISTO KIMBERLY J	
KNIGHT JAMES ANDREW	KNIGHT KATHLEEN ANN
KVERNVIK KURT G	KVERNVIK JANET L
L&L HOLDINGS LLC	
LAMBE KELSEY J	MCCAY TREVOR
LAND MICHAEL	CRASKE MAX
LAPEYRI JASON	
LICHTENSTEIN MATTHEW S	WOOD HILARY A
LITTLETON RODNEY	LITTLETON IRENE J
LOCKHART MARCI A	
LOPEZ CHRISTOPHER & LORENZO	LOPEZ CECILIA & CHRISTINA
LOUCKS MICHAEL	LOUCKS DENISE
LUND PAUL	
LUTTON GREG	

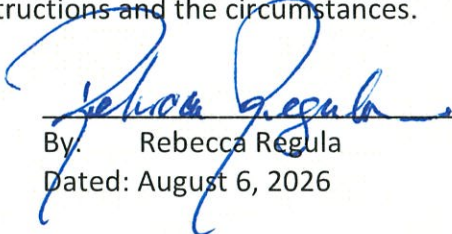
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LYONS NATOCHA	
LYONS NEIL S LYONS JACK & GREGORY	RESERVED LIFE ESTATE OF
MALDONADO-LOPEZ ALEJANDRO	WARE VERONICA
MARDEN DEBBIE	
MARSH OTIS	MARSH DIANE
MARTIN MARIA	
MARTIN ROBERT W	MARTIN BECKY J
MARTINEZ VICTORIA	
MARVIN MALENA	GRUNDBERG ERIC A
MCCULLOUGH KARIN	
MCCULLOUGH LAUREL C	
MCMURREN ALEC R	MCMURREN NICOLE
MCMURREN PATRICK L	C/O DANDO FINANCIAL LLC
MIDKIFF NATHAN	
MILLER CHRIS	
MORRISON BLAKE ANTHONY	MORRISON COURTNEY ANN
MOST WORSHIPFUL GRAND LODGE OF FREE ANI	GRAND LODGE OF ALASKA
MULBURY BRANDY	
MUMBY RYAN	
NAYLOR ANDREA	
NELSON RYAN	NELSON ARLEN
NEWLUN NEIL	NEWLUN MARGARET
NICHOLS THIMOTHY ALLEN	
NORTHWIND APARTMENTS LLC	
OHMER NICHOLAS E	OHMER RACHEL M
OLSEN ROBERT G JR	OLSEN NICCOLE M
OLSON KEN	
OLSON MICHAEL	
ORTIZ GOMEZ QUINTIN M	
OSBORNE JEAN	
OTNESS DIANE	BIRCHELL GREG
PADGETT ROBERT C	PADGETT JOAN D
PATTESON RICHARD M	
PAUL CARSON S	PAUL SONJA A
PEELER DONALD R	
PETERSBURG INDIAN ASSOCIATION	
PHILLIPS THERESA	
RANDRUP JEFF A	RANDRUP MELVA Y
RANDRUP PATRICIA P	
RICHARDS BRAIN	RICHARDS ALEKSANDRA
RICHARDS DONALD	
ROBERGE SCOTT W	SMITH JANE
ROCKNE TOM	
RONIMOUS MARVIN E JR	
ROUNDTREE DANE T	
ROUSSEAU LINDA	ROUSSEAU HAROLD
RUSK DANNY M	GARWOOD RAMONA
SAKAMOTO CHRISTINA L	
SALLENBACH WILLIAM	SALLENBACH BRENDA
SCHNEIDER KATHRYN M	
SCHWEITZER DAN	
SEMITARA ASTER	
SHAY TIMOTHY	SHAY SUSAN
SHELDON MICHAEL	
SHORT LUKE P	
SMALL JOHN M	
SNIDER JEANETTE	STRICKLAND RALPH
SOMERVILLE BARBARA	
SOSA BENITEZ KARLA MARIA	ASTORGA JUAN
STEELE WILLIAM	
STURGEON MARK A	STURGEON RUFINA P
SUNSET CONDOMINIUM ASSOCIATION	
THOMAS NYLE	
THOMASSEN FRED	C/O GREG LUTTON
THYNES DAVID C	THYNES TANYA C
TOTH JESSICA	
UNITED STATES POSTAL SERVICE	
US COAST GUARD	
V&J PROPERTIES 1 LLC	
VERSTEEG NICHOLAS A	
VERWERS SHANNON L	
WAECHTER ROBERT LOUIS	WAECHTER CHRISTINE LYNN
WAGNER JILL	
WARE ADAM	WARE WILLIAM JR
WARE REBECCA M	
WASHBURN HUGH DEVERE	
WEAVER PAT	
WELCH TRACY	
WIGLE SHERMAN	
YOUNGBERG NAOMI R	YOUNGBERG BARRY D
YUEN FRANCES	
ZERINGUE BLAKE	



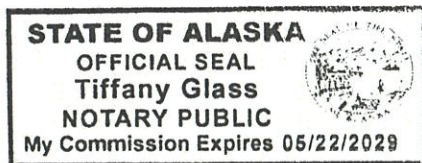
AFFIDAVIT OF BOROUGH CLERK

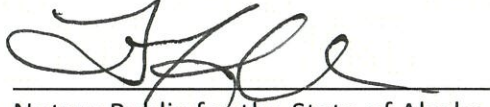
I, Rebecca Regula, being duly sworn, state the following:

1. I am the Borough Clerk for the Petersburg Borough.
2. On July 23, 2026, I received an appeal submitted by the Central Council of Tlingit & Haida Indian Tribes of Alaska (CCTHITA), regarding a Platting Board matter which arose at the Board's meeting of July 14, 2026.
3. After Borough staff reviewed the submission, it was discovered that the Borough had previously provided CCTHITA with the incorrect appeal form.
4. I then provided the correct appeal form to CCTHITA and requested that they resubmit the appeal by August 5, 2026, utilizing the correct form.
5. The appeal was resubmitted by CCTHITA to me on August 5, 2026 on the correct form, which I consider timely based on my instructions and the circumstances.


By: Rebecca Regula
Dated: August 6, 2026

SUBSCRIBED and SWORN or affirmed before me this 6th day of August, 2026 in Petersburg, Alaska.




Notary Public for the State of Alaska
My Commission Expires: 05/22/2029

