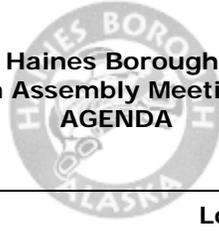


Haines Borough
Borough Assembly Meeting #267
AGENDA



April 22, 2014 - 6:30 p.m.

Location: Assembly Chambers, Public Safety Bldg.

Stephanie Scott,
Mayor

Dave Berry Jr.,
Assembly Member

Diana Lapham,
Assembly Member

Debra Schnabel,
Assembly Member

Joanne Waterman,
Assembly Member

George Campbell,
Assembly Member

Jerry Lapp,
Assembly Member

David Sosa,
Borough Manager

Julie Cozzi,
Borough Clerk

Michelle Webb,
Interim Clerk

Krista Kielsmeier,
Deputy Clerk

1. CALL TO ORDER/PLEDGE TO THE FLAG

2. ROLL CALL

3. APPROVAL OF AGENDA & CONSENT AGENDA

[The following Consent Agenda items are indicated by an asterisk () and will be enacted by the motion to approve the agenda. There will be no separate discussion of these items unless an assembly member or other person so requests, in which event the asterisk will be removed and that item will be considered by the assembly on the regular agenda.]*

Consent Agenda:

- 4 – Approval of Assembly Meeting Minutes
- 8B – Chilkat Center Report
- 8C – Fire Department Report
- 9A – Sheldon Museum Board of Directors Minutes
- 9B – Parks and Recreation Advisory Committee Minutes
- 11A2 – Adoption of Resolution 14-04-553
- 11A4 – Adoption of Resolution 14-04-555
- 11B1 – Introduction of Ordinance 14-04-377

***4. APPROVAL OF MINUTES – 4/8/14 Regular Meeting**

5. PUBLIC COMMENTS [Any topics not scheduled for public hearing]

6. MAYOR'S COMMENTS/REPORT

7. PUBLIC HEARINGS

A. Ordinance 14-02-370 - Second Public Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 3 to remove Haines Senior Assisted Living Inc. Property from the list of community purpose exemptions because it has been determined to be a required exemption under HBC 3.70.030(A) (3).

*This ordinance is recommended by the interim borough manager, the contract assessor, and the assistant assessor. It was set for a first public hearing on 3/25/14 and additional correspondence was requested from the state assessor at this meeting. A second public hearing was set on 4/8/14 with this correspondence still pending. The state assessor has contacted the borough and this correspondence may not be received in time for the 4/22/14 meeting. **Suggested Motion:** Postpone Ordinance 14-02-370 to the 5/13/14 borough assembly meeting.*

B. Ordinance 14-03-372 - Second Public Hearing

An Ordinance of the Haines Borough amending Borough Code Title 3 section 3.60.080 to update the Borough Manager's purchasing authorization limits.

*This ordinance is recommended by the finance committee, the interim manager, and the finance director. It was introduced on 3/25/14 and received a first public hearing on 4/8/14. **Motion:** Adopt Ordinance 14-03-372.*

C. Ordinance 14-04-373 - First Public Hearing

An Ordinance of the Haines Borough repealing Chapter 2.68 of the Haines Borough Code and reenacting Chapter 2.68 as Title 11 with amendments to certain borough election and election contest procedures.

*This ordinance was discussed by the assembly committee-of-the-whole on 3/5/14 and again on 3/25/14. It was introduced on 4/8/14. **Motion:** Advance Ordinance 14-04-373 to a second public hearing on 5/13/14.*

7. PUBLIC HEARINGS ---continued---

D. Ordinance 14-04-374 - First Public Hearing

An Ordinance of the Haines Borough amending the Port of Haines Terminal Tariff No. 3 to provide for a 5% annual increase to the lightering facility flat fee and to clarify terms of facility use.

*This ordinance is recommended by the harbor master, manager, and finance director. This ordinance was introduced on 4/8/14. **Motion:** Advance Ordinance 14-04-374 to a second public hearing on 5/13/14.*

E. Ordinance 14-04-375 - First Public Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 2 Section 2.08.030 and 2.16.020 to modify the starting date of assembly member's and mayor's regular terms of office.

*This ordinance is recommended by the borough clerk and was introduced on 4/8/14. **Motion:** Advance Ordinance 14-04-375 to a second public hearing on 5/13/14.*

F. Ordinance 14-04-376 - First Public Hearing

A non code ordinance of the Haines Borough approving the sale to Aspen Management LLC of lots 6 and 7 Primary School Subdivision plat No. 2008-21, Haines Recording District, First Judicial District, State of Alaska.

*This ordinance is recommended by the administration and was introduced on 4/8/14. **Motion:** Advance Ordinance 14-04-376 to a second public hearing at the special meeting on 4/29/14.*

8. STAFF/FACILITY REPORTS

A. Borough Manager – 4/22/14 Report

* B. Chilkat Center for the Arts – Facility Report of March 2014

* C. Fire Department – Report of March 2014

9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

* A. Sheldon Museum Board of Directors – Minutes of 3/20/14

* B. Parks and Recreation Advisory Committee – Minutes of 3/31/14

C. Assembly Standing Committee Reports

10. UNFINISHED BUSINESS

A. Heliport Study

Motion on the Table: “Direct the Borough Manager to formally monitor the physical, social, and economic impacts of locating a heliport on the subject property, from Feb. 1-28, 2015, and report the assessment to the assembly by April 15, 2015.”

*However, there was a following motion to “postpone the previous motion to the next assembly meeting on 4/22/14 and to direct the manager to present the estimated costs of the study.” The motion carried unanimously. *This motion suspended the previous motion.* The borough manager's estimated costs of the study are included in the packet.*

11. NEW BUSINESS

A. Resolutions

1. Resolution 14-04-552

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a contract with Meridian Systems for the Haines Borough Library Building Controls Conversion project for an amount not-to-exceed \$45,455.

*This resolution is recommended by the director of public facilities. **Motion:** Adopt Resolution 14-04-552.*

* 2. Resolution 14-04-553

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with Murray and Associates, P.C. in the amount of \$16,604 for construction services for the Haines School fans replacement project.

*This resolution is recommended by the director of public facilities. **Motion:** Adopt Resolution 14-04-553.*

3. Resolution 14-04-554

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to pay for the operation and maintenance of a sauna at the Haines pool if the sauna is purchased with private funds.

*This resolution was requested by the assembly at the 4/8/2014 borough assembly meeting after Resolution 14-04-547 failed. **Motion:** Adopt Resolution 14-04-554.*

11. NEW BUSINESS

A. Resolutions ---continued---

*4. Resolution 14-04-555

A Resolution of the Haines Borough Assembly supporting waived port fees for the adopted "Alaska BackRoads" marketing concept for both Celebrity and Princess committed cruise ship dockings in FY 15.

This resolution was recommended by the tourism department. Motion: Adopt Resolution 14-04-555.

5. Resolution 14-01-530

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a Cooperative Road Agreement with the Chilkoot Indian Association.

This resolution was on the 1/14/14 assembly agenda, but was removed at the administration's request for further review. Review by the borough attorney is now complete. This resolution is recommended by the interim manager. Motion: Adopt Resolution 14-01-530.

B. Ordinances for Introduction

*1. Ordinance 14-04-377

An Ordinance of the Haines Borough, providing for the additions or amendment of specific line items to the FY14 budget.

Motion: Introduce Ordinance 14-04-377 and set a first public hearing for 5/13/14.

C. Other New Business

1. Board Appointments

Appointment applications have been received for seats on the Parks and Recreation Advisory Committee. The mayor plans to make appointments and seeks assembly confirmation. Motion: Confirm the mayor's appointment of Jon Hirsch and Ron Jackson to the Parks and Recreation Advisory for terms ending 11/2017, and Rich Chappell to the Parks and Recreation Advisory Committee for a term ending 11/2015.

2. Alaska Power Company Rate Intervention

Motion: "Go into executive session as allowed by AS 44.62.310(c)(2) to give direction to the borough attorney regarding the legal matter of the pending litigation - Alaska Power Company (APC) Rate Intervention; this matter qualifies for executive session because it is being held to give direction to an attorney regarding the handling of this specific legal matter; and the assembly request Borough Manager Sosa and the borough attorney to join the assembly in this session."

3. Haines Borough Energy Round Table Proposal

Mayor Scott has proposed a Haines Borough Energy Round Table meeting to discuss optimal energy rates. Motion: Accept the mayor's concept of a Haines Borough Energy Round Table and authorize invitations to the proposed participants.

12. CORRESPONDENCE/REQUESTS

A. Letter - Medical Service Area Fund from R. Ahrens

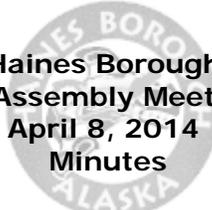
13. SET MEETING DATES

A. Governmental Affairs and Services Committee – On 1/9/14 the Planning Commission requested to develop a policy allowing exemptions and/or deferral to participate in local improvement districts (LIDs). This item was postponed to April.

14. PUBLIC COMMENTS

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

16. ADJOURNMENT


Haines Borough
Borough Assembly Meeting #267
April 8, 2014
Minutes

1. **CALL TO ORDER/PLEDGE TO THE FLAG:** Mayor **SCOTT** called the meeting to order at 6:30pm in the Assembly Chambers and led the pledge to the flag.

2. **ROLL CALL**

Present: Mayor Stephanie **SCOTT**, and Assembly Members Jerry **LAPP**, George **CAMPBELL**, Diana **LAPHAM**, and Joanne **WATERMAN**. Dave Berry and Debra Schnabel were absent.

Staff Present: David **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Michelle **WEBB**/Interim Clerk, Jila **STUART**/Finance Director, Darsie **CULBECK**/Executive Assistant, Tanya **CARLSON**/Tourism Director, Tammy **PIPER**/Visitor Information Coordinator, Bill **MUSSER**/Police Chief, Phil **BENNER**/Harbormaster, Helen **ALTEN**/Museum Director, Patty **BROWN**/Library Director, and others.

Visitors Present: Karen **GARCIA**/CVN, Margaret **FRIEDENAUER**/KHNS, Karen **HESS**, Duck **HESS**, Sean **GAFFNEY**, Bill **KURZ**, Heather **LENDE**, Mike **CASE**, Robin **BENNER**, James **STUDLEY**, Carol **TUYNMAN**, and others.

Oath of Office (*added*)

The oath of office was administered to the new borough manager, **SOSA. COZZI** was thanked for her service as interim manager.

3. **APPROVAL OF AGENDA & CONSENT AGENDA**

The following items were on the published consent agenda:

Consent Agenda:

- 4 – Approval of Minutes
- 8B – Sheldon Museum and Cultural Center Director Report
- 9A – Tourism Advisory Board Minutes
- 9B – Downtown Revitalization Committee Minutes
- 9C – Historic Dalton Trail Road Maintenance Service Area Minutes
- 9D – Klehini Valley Volunteer Fire Department Board / Fire Service Area #3 Minutes
- 9E – Sheldon Museum and Cultural Center Board of Trustees Minutes
- 10A – Findings of Fact & Conclusions of Law for Big Salmon Ventures Conditional Use Permit
- 11A2 – Adoption of Resolution 14-04-548
- 11A3 – Adoption of Resolution 14-04-549
- 11A4 – Adoption of Resolution 14-04-550
- 11A5 – Adoption of Resolution 14-04-551
- 11B1 – Introduction of Ordinance 14-04-373
- 11B2 – Introduction of Ordinance 14-04-374
- 11B3 – Introduction of Ordinance 14-04-375
- 11C1 – Board Appointments
- 12A – Op Ed Piece from Mayor Scott for the Juneau Empire

Motion: **LAPP** moved to “approve the agenda and consent agenda.” The agenda was amended to add the Clean Harbor Award presentation to the Mayor’s Report and add item 11B4 - ordinance 14-04-376. The consent agenda was amended to add 11B4 - ordinance 14-04-376, remove the 3/25/14 Minutes from item 4, remove item 10A - Findings of Fact & Conclusions of Law for Big Salmon Ventures Conditional Use Permit, and remove item 12A – Op Ed Piece from Mayor Scott for the Juneau Empire. The motion, as amended, carried unanimously.

- * 4. APPROVAL OF MINUTES – 3/4/14 Joint School Board/Borough Assembly Meeting**
Minutes were approved by passage of the consent agenda.

3/25/14 Regular Meeting Minutes *(were removed from the consent agenda)*

Motion: CAMPBELL moved to “approve the 3/25/14 meeting minutes.” The motion was amended to add the following successful motion under item 11C3 “a bullet that states ‘strike the language ‘high impact’ in #3 of the Conclusions of Law to say ‘but a conditional use permit is required for: ‘landfills, commercial power plants, cemeteries, heliports, and hazardous materials storage facilities. HBC 18.70.030 (D) (5).’ ” The motion carried unanimously.

Clerk’s Note: In discussion, it was noted that this amendment was already incorporated into the Findings of Fact and Conclusion of Law as presented to the assembly in their packet.

5. PUBLIC COMMENTS [Any topics not scheduled for public hearing]

BENNER invited all to the Blessing of the Fleet at 3pm on Sunday, April 13th at the harbor.

K. HESS was not in favor of the Op Ed piece to the Juneau Empire. She also thanked the borough manager for his service to our country.

STUDLEY thanked **COZZI** for her service as interim borough manager.

6. MAYOR’S COMMENTS/REPORT

Clean Harbor Presentation *(added to the agenda)*

A. Update on Petition to Intervene

B. Artplace America Site Visit Report

7. PUBLIC HEARINGS

A. Ordinance 14-03-371 – Second Public Hearing

An Ordinance of the Haines Borough amending Borough Code Title 5 Subsection 5.04.130(A), Section 5.18.030, Chapter 5.20, and Section 5.22.010 to repeal commercial passenger vehicle permitting.

Mayor **SCOTT** opened and closed the public hearing at 6:52pm. There were no other public comments.

Motion: WATERMAN moved to “adopt the substitute ordinance”. The substitute was amended to: retain section 5.20.040 (G) to be re-lettered to (A); the phrase “historic, unique, or classic” to replace “historic or custom classic” in all locations; and all chapters and sections renumbered as necessary. The motion carried unanimously.

B. Ordinance 14-02-370 - First Public Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 3 to remove Haines Senior Assisted Living Inc. Property from the list of community purpose exemptions because it has been determined to be a required exemption under HBC 3.70.030(A)(3).

Mayor **SCOTT** opened the public hearing at 7:06pm.

STUDLEY as president of Haines Assisted Living stated he was happy to answer any questions and spoke for the ordinance.

Mayor **SCOTT** closed the public hearing at 7:08pm. There were no other public comments.

Failed Motion: CAMPBELL moved to “postpone ordinance 14-02-370 to the meeting after the information is received from the state assessor.” The motion failed unanimously.

Failed Motion: CAMPBELL moved to “schedule the second public hearing of ordinance 14-02-370 to directly after the requested document from the state assessor is received.” The motion failed unanimously.

Motion: WATERMAN moved to “schedule ordinance 14-02-370 for a second public hearing on 4/22/14.” The motion carried unanimously.

C. Ordinance 14-03-372 - First Public Hearing
An Ordinance of the Haines Borough amending Borough Code Title 3 section 3.60.080 to update Borough Manager's purchasing authorization limits.

Mayor **SCOTT** opened the public hearing at 7:15pm.

STUART summarized the changes to borough code in this ordinance.

MORPHET stated he would like to see spending included in the manager's report.

Mayor **SCOTT** closed the public hearing at 7:20pm. There were no other public comments.

Motion: **LAPP** moved to "advance ordinance 14-03-372 to a second public hearing on 4/22/14." The ordinance was amended to replace "\$2,500" with "\$5,000" in section B. The motion, as amended, carried unanimously.

8. STAFF/FACILITY REPORTS

A. Borough Manager – *Julie Cozzi prepared a final interim manager report*

COZZI thanked the Mayor, Assembly, and staff for their support during her time as interim manager.

***B. Sheldon Museum and Cultural Center Director** – *Staff Report of 3/20/14*

9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

***A. Tourism Advisory Board** – *Report of 1/24/14 and 2/24/14 Meetings*

***B. Downtown Revitalization Committee** – *Report of 3/24/14 Meeting*

***C. Historic Dalton Trail Road Maintenance Service Area** - *Report of 3/22/14 Meeting*

***D. Klehini Valley Volunteer Fire Department Board of Directors / Fire Service Area #3** - *Report of 3/1/14 Meeting*

***E. Museum Board of Trustees** - *Report of 1/16/14 and 2/14/14 meetings*

F. Assembly Standing Committee Reports - None

10. UNFINISHED BUSINESS

A. Findings of Fact & Conclusions of Law for Big Salmon Ventures Conditional Use Permit

Failed Motion: **CAMPBELL** moved to "suspend to Robert's Rules of Order for this agenda item." The motion failed from a lack of a second.

Motion: **WATERMAN** moved to "adopt the Findings of Fact and Conclusions of Law as drafted by the borough attorney for the Big Salmon Ventures heliport conditional use permit." The document was amended to say "Only one company, designated by Big Salmon Ventures, may use the heliport." in section 12C of the Conclusions of Law. The motion carried unanimously as amended.

A 5 minute recess was given.

Failed Motion: **CAMPBELL** moved to "amend the Conclusions of Law, section 12C to return the language to that of the previous meeting's draft which stated 'only one company is allowed to use the heliport.'" The amendment failed 3-1 with **WATERMAN** opposed.

B. Testing of the Impact of Heliskiing Operations at 26 Mile Heliport

Motion on the Table: That the Haines Borough Manager be directed to design, describe, and conduct the implementation of a test of the impact of heliskiing operations at 26 Mile heliport, which is conditionally approved for use in the 2015 season.

Motion: **LAPHAM** moved to amend the motion to "direct the borough manager to formally monitor the physical, social, and economic impacts of locating a heliport on the subject

property, from Feb. 1-28, 2015, and report the assessment to the assembly by April 15, 2015."

Failed Motion: **CAMPBELL** moved to amend the motion to "strike the monitoring dates as stated." The motion failed 3-1 with **LAPHAM** opposed.

Motion: **LAPP** moved to "postpone the previous motion to the next assembly meeting on 4/22/14 and to direct the manager to present the estimated costs of the study." The motion carried unanimously. This motion supersedes the previous motion.

11. NEW BUSINESS

A. Resolutions

1. Resolution 14-04-547

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to pay for the operation and maintenance of a sauna at the Haines pool if the sauna is purchased with private funds.

There was no public comment

Failed Motion: **LAPP** moved to "adopt Resolution 14-04-547 as amended to add 'Now, therefore be it resolved that the Haines Borough accepts the costs of operating and maintaining a sauna at the Haines borough pool facility if the sauna is purchased and installed by the Borough with funds donated from private sources.'" The motion, as amended, failed 3-1 with **CAMPBELL** opposed.

Motion: **WATERMAN** moved to "bring this item back at the next assembly meeting on 4/22/14." The motion carried unanimously.

*2. Resolution 14- 04-548

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a contract change order with Arcticom for the E-911 and Dispatch Services Project for an amount not to exceed \$34,495.00.

The motion adopted by approval of the consent agenda:"adopt resolution 14-04-548."

*3. Resolution 14-04-549

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with Carson Dorn, Inc. for an amount not to exceed \$113,000 for Haines Wastewater Treatment Plant Improvements Design.

The motion adopted by approval of the consent agenda:"adopt resolution 14-04-549."

*4. Resolution 14-04-550

A Resolution of the Haines Borough Assembly setting the date of the 2014 Board of Equalization for May 19.

The motion adopted by approval of the consent agenda:"adopt resolution 14-04-550."

*5. Resolution 14-04-551

A Resolution of the Haines Borough Assembly authorizing and designating certain persons to sign and endorse checks pertaining to the borough's First National Bank Alaska accounts, and authorizing certain persons as signatories for the borough's security cash accounts and investments.

The motion adopted by approval of the consent agenda:"adopt resolution 14-04-551."

B. Ordinances for Introduction

*1. Ordinance 14-04-373

An Ordinance of the Haines Borough repealing Chapter 2.68 of the Haines Borough Code and reenacting Chapter 2.68 as Title 11 with amendments to certain borough election and election contest procedures.

The motion adopted by approval of the consent agenda:"introduce ordinance 14-04-373 and set a first public hearing for 4/22/14."

***2. Ordinance 14-04-374**

An Ordinance of the Haines Borough amending the Port of Haines Terminal Tariff No. 3 to provide for a 5% annual increase to the lightering facility flat fee and to clarify terms of facility use.

The motion adopted by approval of the consent agenda:"introduce ordinance 14-04-374 and set a first public hearing for 4/22/14."

***3. Ordinance 14-04-375**

An Ordinance of the Haines Borough amending Haines Borough Code Title 2 Section 2.08.030 and 2.16.020 to modify the starting date of assembly member and mayor regular terms of office.

The motion adopted by approval of the consent agenda:"introduce ordinance 14-04-375 and set a first public hearing for 4/22/14."

***4. Ordinance 14-04-376 (added)**

A non code ordinance of the Haines Borough approving the sale to Aspen Management LLC of lots 6 and 7 Primary School Subdivision plant No. 2008-21, Haines Recording District, First Judicial District, State of Alaska.

The motion adopted by approval of the consent agenda:"introduce ordinance 14-04-376 to a first public hearing on 4/22/14."

C. Other New Business

***1. Board Appointments**

The motion adopted by approval of the consent agenda:"confirm the mayor's appointment of Lorraine Dudzik to the Chilkat Center Advisory Board for a term ending 11/2017, and Christy Fowler and Heather Lende to the Downtown Revitalization Committee."

***2. Manager Request for Approval of Contract Sum Exception**

The motion adopted by approval of the consent agenda:"approve the manager's request for an annual contracting exception of up to \$5,000 for Jonathan Sheets."

3. Winter Tourism Study

Motion: WATERMAN moved to "accept the McDowell Group proposal for a tourism study of the economic impacts of winter season activities in Haines and request a budget amendment to the FY14 budget to allocate fund balance from Fund 23 (Economic Development and Tourism Promotion) for this study." The motion carried unanimously.

12. CORRESPONDENCE/REQUESTS

A. Op Ed Piece from Mayor Scott for the Juneau Empire

Failed Motion: CAMPBELL moved to "send a delegation to Juneau, including the new manager, to speak to our senators and representatives and to request money for borough projects." The motion failed with LAPHAM and WATERMAN opposed.

Clerk's Note: no motion was made to send this piece to the Juneau Empire.

13. SET MEETING DATES

A. Committee-of-the-Whole - May 6th, 5:30pm to 7:30pm - Local Legislative Priorities, Part 2.

B. Special Meeting – April 29th at 5pm – The second public hearing of ordinance 14-04-376.

Motion: **LAPP** moved to “schedule the second public hearing of ordinance 14-04-376 on April 29th (at 5:00pm) before the committee-of-the-whole.” The motion carried unanimously.

14. PUBLIC COMMENTS

CARLSON thanked the assembly for their support of the winter tourism study and thanked Haines for a wonderful three years.

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

During assembly comments and announcements **LAPHAM, SOSA, LAPP, WATERMAN, CAMPBELL,** and **SCOTT** spoke.

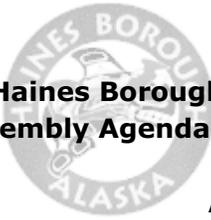
16. ADJOURNMENT – 8:42pm

Motion: **LAPP** moved to “adjourn the meeting,” and the motion carried unanimously.

ATTEST:

Stephanie Scott, Mayor

Michelle Webb, Interim Borough Clerk



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-427

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Remove Haines Senior Assisted Living Inc. Property from the List of Community Purpose Exemptions	1. Ordinance 14-02-370 2. Memo from Contract Assessor, Marty McGee
Originator: Assistant Assessor (Agenda Bill by Clerk's Office)	
Originating Department: Assessment	
Date Submitted: 3/12/14; originally 2/20/14	

Full Title/Motion:
Suggested Motion: Postpone Ordinance 14-02-370 to the 5/13/14 borough assembly meeting.

Administrative Recommendation:

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ N/A	\$	\$

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.: N/A	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>This ordinance was on the 2/25/14 agenda for introduction, but removed at the administration's request. More information became available and was discussed at the 3/25/14 meeting. According to the borough's contract assessor and the assistant assessor, Haines Assisted Living (HAL) is a recognized non-profit charitable organization that qualifies for a required exempt status, not an optional community purpose exemption as it is classified now. When the new Soboleff-McRae Veterans Village building is completed, any rented space for commercial use will be taxable.</p> <p>At this time, the state assessor is gathering and reviewing all of the information for his written opinion. The suggested motion to postpone will allow time to receive this requested document.</p>

Referral:			
Sent to:		Date:	
Recommendation:	Refer to:	Meeting Date:	

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s): 4/8/14 & 4/22/14
Meeting Date(s): 2/25, 3/25, 4/8, & 4/22/14	Tabled to Date:

AN ORDINANCE OF THE HAINES BOROUGH AMENDING HAINES BOROUGH CODE TITLE 3 TO REMOVE HAINES SENIOR ASSISTED LIVING INC. PROPERTY FROM THE LIST OF COMMUNITY PURPOSE EXEMPTIONS BECAUSE IT HAS BEEN DETERMINED TO BE A REQUIRED EXEMPTION UNDER HBC 3.70.030(A)(3).

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is of a general and permanent nature and the adopted amendment shall become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance shall become effective immediately upon adoption.

Section 4. Amendment of Section 3.70.040. Haines Borough Code 3.70.040 is amended, as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE TO BE ADDED OR CHANGED
STRIKETHROUGH ITEMS ARE DELETIONS

HBC 3.70.040 Local exemptions and exclusions.

A. The following property is exempt from general taxation:

1. Business inventory and items held for resale;
2. All motor vehicles which are subject to the motor vehicle registration tax described in Chapter 3.85 HBC.

B. The assembly may by ordinance exempt or partially exempt from taxation privately owned land, wetland and water areas for which a scenic, conservation, or public recreation use easement is granted to the borough. To be eligible for a tax exemption, or partial exemption, the easement must be in perpetuity. However, the easement is automatically terminated before an eminent domain taking of fee simple title or less than fee simple title to the property, so that the property owner is compensated at a rate that does not reflect the easement grant.

C. The increase in assessed value of improvements to real property shall be exempt from taxation if an increase in assessed value is directly attributable to alteration of the natural features of the land or to new maintenance, repair or renovation of an existing structure, and if the alteration, maintenance, repair, or renovation, when completed, enhances the exterior appearance or aesthetic quality of the land or structure.

An exemption may not be allowed under this subsection for the construction of an improvement to a structure if the principal purpose of the improvement is to increase the amount of space of occupancy or nonresidential use in the structure or for the alteration of land as a consequence of construction activity. An exemption provided in this subsection shall continue for four years from the date the improvement is completed, or from the date of approval for the exemption by the assessor, whichever is later.

D. Pursuant to AS 29.45.050(b)(1)(A), the below-listed properties shall remain exempt from property taxation so long as they remain the property of their present owners (organizations not organized for business or profitmaking purposes) and so long as they remain used exclusively for community purposes:

1. Southeast Alaska Fairgrounds: that area containing 42 acres, more or less, in USS 735, currently owned by Southeast Alaska State Fair, Inc.;

2. Port Chilkoot Parade Ground, currently owned by Alaska Indian Arts, Inc., that area surrounding Block G, Port Chilkoot Subdivision, containing 7.58 acres, more or less, not used for commercial purposes;

3. Land and improvements situated on Lots 1 through 7, Block O, Presbyterian Mission Subdivision, currently owned by the American Bald Eagle Foundation;

4. Land and improvements situated on Small Tracts Road, specifically the north 300 feet of the west 100 feet of Lot 40, Section 2, Township 31 South, Range 59 East, of the Copper River Meridian, currently owned by the Haines Animal Rescue Kennel;

~~5. Land and improvements situated on Lots 5, 6 and 11 through 14, Block 8, Townsite Addition, dedicated to the Haines Senior Assisted Living Facility and owned by Haines Assisted Living Inc.;~~

~~65.~~ Charles Anway Cabin: Land and improvements situated on Lot 2C within the resubdivision of Lot 2, Meacock Subdivision within Survey 206 currently owned by the Chilkat Valley Historical Society;

~~76.~~ Land and improvements situated on Lots 1 through 5, Block 12, and Lots 5 through 8, Block 6, Townsite, currently owned by Takshanuk Watershed Council.

E. The borough exempts from taxation an interest, other than record ownership, in real property of an individual residing in the property if the property has been developed, improved, or acquired with federal funds for low-income housing and is owned or managed as low-income housing by the Alaska Housing Finance Corporation under AS 18.55.100 through 18.55.960 or a regional housing authority formed under AS 18.55.996.

F. Any firm that begins operation after July 1, 1986, in the Haines Borough to process timber after it has been delivered to the processing site, if the firm has a yearly payroll of at least \$250,000, shall have 75 percent of the real property exempted from taxation for a period of five years.

G. Land and improvements situated on Lots 17, 19, 22, 23, and 24, Block F, Mission Subdivision, owned by Haines Senior Citizens' Center, Inc.

H. Land and improvements in the SE1/4, SE1/4, Section 22, T28S, R55E, CRM, managed by Klehini Valley Sports and Recreation. This exemption shall require a review on a yearly basis and becomes void if property is not used exclusively for nonprofit recreation.

I. Hardship Exemption. That portion of the property tax levied on the residence of a qualified senior citizen or disabled veteran who applies for the exemption and meets the standards set forth in 3 AAC 135.040(b) and (c), which exceeds two percent of their gross household income.

1. In order to qualify for this exemption, the applicant must:

a. Have gross family income, from all sources in the prior year, which does not exceed 135 percent of the poverty guideline as established by the United States Department of

Health and Human Services for a similar sized household in the state of Alaska for the year requested;

b. Be eligible for a permanent fund dividend under AS 43.23.005 for the same year or for the immediately preceding year;

c. Not own more than one parcel of real property in Alaska on the date of application, excluding an adjacent parcel that is necessary for the use of the primary residence; and

d. Have net worth as of the date of application of less than \$250,000 including the first \$150,000 of the market value of the principal residence of the applicant.

2. This exemption will be apportioned in the same manner and formula as applied to the standard senior citizen/disabled veteran exemption previously granted.

3. An exemption may not be granted under this subsection except upon written application for the exemption on a form provided by the borough assessor. The applicant must also submit an affidavit, supplied by the borough, attesting that the applicant meets the subscribed criteria. The assessor shall require proof, in the form the assessor considers necessary, of the right to and amount of an exemption claimed under this subsection, and shall require a disabled veteran claiming an exemption to provide evidence of disability rating. The assessor may require additional proof under this section at any time. If the applicant fails to respond to a request for additional proof, such failure may be considered by the assessor in determining whether to grant the exemption.

4. The claimant must file the application no later than March 1st of the assessment year for which the exemption is sought. The claimant must file a separate application for each assessment year in which the exemption is sought.

5. If an application is filed by the deadline, and approved by the assessor, the assessor shall allow an exemption in accordance with the provisions of this section. If the claimant has already paid taxes for that year prior to approval of a timely application, the exempted tax amount shall be refunded to the claimant.

6. If an otherwise qualified claimant is unable to comply with the March 1st application filing deadline, the claimant may submit an application to the assessor's office for review by the assembly. If the claimant has submitted a valid application, the assembly may, by resolution, waive the claimant's failure to file the application by the March 1st deadline, and authorize the assessor to accept the application as if timely filed. For purposes of this subsection, an inability to comply must be caused by a serious medical condition of the applicant or member of the applicant's family, or an extraordinary event beyond the claimant's control. No late applications can be submitted after November 1st of the qualifying year. This section does not create any private rights whatsoever, nor does it in any manner require the assembly to introduce or adopt any such resolution.

7. Upon receipt of the completed application, any additional proof required, and affidavit, the borough assessor shall evaluate the request and grant or deny the hardship exemption within 15 borough business days. If denied, the borough assessor shall specify the reasons for the denial.

8. A person may appeal the apportionment of a hardship exemption granted under this chapter or a denial of an application to the board of equalization in accordance with HBC 3.72.100 through 3.72.120.

Haines Borough
Ordinance No. 14-02-370
Page 4 of 4

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS
____ DAY OF _____, 2014.

Stephanie Scott, Mayor

ATTEST:

Michelle Webb, Interim Borough Clerk

Initially on Agenda	02/25/14 – Removed from Agenda at Administration's Request (for clarification)
Date Introduced:	03/25/14
Date of First Public Hearing:	04/08/14
Date of Second Public Hearing:	04/22/14

Haines Assisted Living, exemption criteria and taxability issues

From: Marty McGee, Assessor for the Haines Borough

To: Haines Borough Assembly

Through: July Cozzi, Acting Borough Manager

Date: April 3, 2014

Haines Assisted Living Corporation is the owner of lots 1 to 6 of Block 8 Haines town site.

This property is currently developed with three phases of construction each with its own financing and lease from HAL. The tract has recently been re-plated and the latest phase of development is under construction and not currently leased or occupied.

All of the information currently in the possession of the Borough indicates that the property should be exempt from property tax. The current question is whether the property should be exempt under AS 29.45.030 as mandatory exempt or under AS 29.45.050 as a local option Community Purpose exemption. The criteria for each kind of exemptions are different. With either type of exemption the Borough will not receive property tax revenue from this property and the value is not included in the development of the budget or used to establish the mill rate.

If the property is exempted as Community Purpose by local option the value is added back in the Full Value determination by the State Assessor and there is an impact on the school funding formula. If the property is exempt as a mandatory Charitable Property exemption the value is not added back in the Full Value Determination.

The criteria for the Charitable Property exemption is that the property is owned by a not-for-profit organization and it is used for a charitable purpose. If the property is used for fund raising either from the rent received from the property or from the commercial operation occurring at the property it is taxable.

The available information indicates that the cost of construction and operation of the property are heavily subsidized by grants and low interest loans. The public record contains little if an information regarding the specific contractual limitations on the use of the property. The legal limitations and the use and ownership of the property are contained in the grant documents and loan agreements. This information has been requested and is expected to be provided in the near future but is not currently in the possession of the Borough.

There is evidence that the land is being leased by one statutorily qualifying nonprofit to another statutorily qualifying nonprofit. The buildings are providing high quality residential housing to the community that would not be financially feasible from a for-profit builder or developer. A significant amount of grant funding is involved in the financing of the projects.

The sources of funds listed include the Denali Commission Elder Housing Project, Community Development Block Grant, The Rasmussen Foundation, and the Housing and Urban Development 202 program. Also it is reported that a significant amount of funds have been provided by direct donations from private individuals. Officials with Saint Vincent de Paul who have participated and supported the financing of these developments report that some phases have ten layers of financing. Each layer

contains specific limitations and conditions in order to qualify the project for the funds. It is also reported that the most recent phase of development the Soboleff McRae Veterans Village is 100% funded by Grants and donations. Documents to support this assertion have not been provided to the Assessor at this time.

The entire property appears to be providing charity to the community in the form of residential housing which would not be provided by any other source. This housing is primarily funded by grants and donations. The owner and operators of this housing are legitimate qualifying nonprofit organizations.

There is not specific definition of charity in the statutory law of Alaska. My review indicates to me that the determination of charity fits a reasonable review criteria. Based on my review no entity involved in the HAL property is motivated by a demonstrated dominant profit motive.

If in the future some portion of the buildings are leased to a commercial enterprise and the leases demonstrate a dominant profit motive then that portion of the property may be defined and spatially apportioned as taxable.

The Optional Community Purpose exemption is generally intended for property such as parks and public facilities which do not fit the criteria for charitable, religious or educational property under the statute for mandatory exemptions.

Hopeful all the necessary documentation will be provided in the near future and the assessment record will be complete and available for public review. We will be providing all documentation to the State Assessor for review as soon as it is assembled.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-440
Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Update the Borough Manager's Purchasing Authorization Limits	1. Ordinance 14-03-372 2. Memo from the Finance Director
Originator: Finance Director	
Originating Department: Finance	
Date Submitted: 3/17/14	

Full Title/Motion:
Motion: Adopt Ordinance 14-03-372.

Administrative Recommendation:
This amendment is recommended by the interim manager and the finance director.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ N/A	\$	\$

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.:	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

At its meeting on 3/10/14, the finance committee reviewed the idea of increasing the manager's purchasing authorization limits and increasing the threshold for requiring competitive sealed bids. Also, subsequent to the committee meeting, staff has developed additional related amendments having to do with purchasing authorization limits for other staff and requirements for getting quotes. This ordinance was introduced on 3/25/14. During its first hearing on 4/8, there was a successful amendment to increase the threshold requiring bids.

NOTE: Even when the manager authorizes purchases that do not require assembly approval, it is NEVER free from oversight. There is always accountability, and our entire purchasing system has many checks & balances. This is a matter of efficiency. Once a budget is approved, the idea is that the borough manager should be able to make necessary purchasing decisions within that budget.

Referral:

Sent to: Finance Committee	Date:
Recommendation: In support	Refer to: Meeting Date: 3/10/14

Assembly Action:

Workshop Date(s):	Public Hearing Date(s): 4/8/14 & 4/22/14
Meeting Date(s): 3/25, 4/08, & 4/22/14	Tabled to Date:

AN ORDINANCE OF THE HAINES BOROUGH AMENDING BOROUGH CODE TITLE 3 SECTION 3.60.080 TO UPDATE THE BOROUGH MANAGER'S PURCHASING AUTHORIZATION LIMITS.

NOW, THEREFORE, BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is of a general and permanent nature and if adopted with or without amendment shall become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance is effective upon adoption.

Section 4. Amendment of Section 3.60.080. Section 3.60.080 of the Haines Borough Code is hereby amended to read as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE ADDITIONS TO THE CURRENT LANGUAGE
STRIKETHROUGH ITEMS ARE DELETIONS

3.60.080 Purchasing authorization/procedures.

A. Authorization for all purchases must be obtained prior to ordering. Supplies, materials, equipment, or contractual services **not to exceed \$25,000** shall be **made on the open market, subject to subsection (B) of this section, by the borough manager or by other borough personnel in accordance with written purchase authorization issued by the borough manager.** ~~authorized under the following guidelines. Contracts for:~~

~~1. Up to \$1,000. Department heads may authorize purchases of single items not to exceed \$1,000 on the open market. No bids are required;~~

~~2. One Thousand One Dollars to \$10,000. The manager may authorize purchases of single items costing between \$1,001 and \$10,000 on the open market, subject to subsection (B) of this section;~~

~~3. Ten Thousand One Dollars to \$20,000. The borough assembly may authorize purchases on the open market of single items costing between \$10,001 and \$20,000, subject to subsection (B) of this section;~~

~~4. More than \$20,000. Unless exempted by the ordinances of the borough or this code, all contracts and purchases for an amount estimated to exceed \$20,000~~ **\$25,000** shall be by competitive sealed bid. See HBC [3.60.090](#) through [3.60.170](#) for sealed bid process.

B. Minimum Number of Bids. All open market purchases over ~~\$1,000~~ **\$5,000** shall, whenever possible, be based on no fewer than three written bids, quotations, or statements of interest from potential suppliers. Except as set out in HBC [3.60.170](#), the bid shall be awarded to the lowest responsible bidder in accordance with the standards set forth in HBC [3.60.160](#).

C. Public Record. The purchasing agent shall keep a record of all open market bids submitted in competition thereon, and such records shall also be open to public inspection.

~~D. Purchasing Authorization Limits. Purchasing authority shall be limited to a dollar amount not to exceed \$1,000 for department heads, \$200.00 for permanent employees, and up to \$100.00 for temporary employees as authorized by the department head.~~

E D. Project or contract specifications shall not be subdivided to avoid the requirements of this chapter. This provision shall not preclude the use of alternate deductible items.

Haines Borough
Ordinance No. 14-03-372
Page 2 of 2

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS
____ DAY OF _____, 2014.

ATTEST:

Stephanie Scott, Mayor

Michelle Webb, Interim Borough Clerk

Date Introduced: 03/25/14
Date of First Public Hearing: 04/08/14
Date of Second Public Hearing: 04/22/14

Memo



Date: March 18, 2014
To: Mayor, Assembly
Cc: Julie Cozzi, Interim Manager
From: Jila Stuart, Chief Fiscal Officer
RE: Purchasing Authorization – Proposed Code Amendment 3.60.080

This memo provides background for the attached, proposed changes to HBC 3.60.080. At their meeting on March 10, the Finance Committee discussed and recommended #2 and #3 below. #1 and #4 were proposed or refined by staff after the finance committee meeting.

- 1. The removal from code of spending authorization limits for department heads and other employees subordinate to the Borough Manager.** The current code sets spending authorization limits for department heads and other employees. Because different department heads have different spending needs, it's not useful to have the same spending authority for all department heads. For instance, the Public Facilities Director manages multi-million dollar construction projects and close to \$2 million of annual operating budgets. Several other department heads make purchases only in the tens of thousands during a year. Also, the Manager may find it appropriate to give additional spending authorization non department heads such as the mechanic or the public works supervisor. They have a need for a higher spending authorization than a clerical employee or a lifeguard for instance. Under the current code all non-department heads have the same spending authority. It's appropriate for the manager to set these spending limits within his or her spending authority on a form designed for this purpose.
- 2. Increase Manager's spending authority to \$25,000.** An Assembly member raised the issue of why purchases, which have been approved in the budget, come back to the Assembly for approval. Currently the Manager's spending limit is \$10,000. Raising the purchase authorization would increase flexibility for the Manager so that he or she could make purchases without scheduling around Assembly meetings. Additionally, it would save staff time by reducing the size of meeting packets -though it may not save time at meetings since these items usually appear on the consent agenda. The chart below shows the Haines Borough's Manager spending limit compared to other communities:

Purchase Authorization Comparison Chart		
Municipality	Manager Approval	Public Bid Required
Haines	\$ 10,000	\$ 20,000
Wrangell	\$ 25,000	\$ 25,000
Petersburg	\$ 30,000	\$ 30,000
Skagway	\$ 5,000	\$ 25,000
Cordova	\$ 25,000	\$ 25,000
Kodiak	\$ 25,000	\$ 25,000
Ketchikan	\$ 50,000	\$ 50,000
Homer	\$ 25,000	\$ 25,000

3. **Increase threshold requiring competitive sealed bids.** Currently the threshold requiring complete sealed bids is \$20,000. The sealed bid process requires advertisement and a considerable amount of staff time. Bumping the threshold up to \$25,000 would slightly reduce the number of projects that require this process, expediting projects and saving staff time.
4. **Increase threshold requiring three written bids.** Currently purchases over \$1,000 require three written bids. Acquiring these bids is time consuming. The Borough mechanic, harbormaster, water operator, and facility maintenance techs currently spend a considerable amount of time procuring bids. Raising the threshold will free up staff time for other projects while still insuring the Borough gets the best price available for large purchases.



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-442

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject:	1. Ordinance 14-04-373
Title 11 Election Code	
Originator: Borough Attorney / Borough Assembly	
Originating Department:	
Date Submitted: 3/25/14	

Full Title/Motion:
Motion: Advance Ordinance 14-04-373 to a second public hearing on 5/13/14.

Administrative Recommendation:

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ N/A	\$	\$

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.: N/A	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>This ordinance was originally drafted by the borough attorney to move the election code from Title 2 to Title 11 and also to make a few desired changes as a result of the 2013 borough election. The draft was reviewed by members of the public and also discussed by the assembly committee-of-the-whole on 3/5 and again on 3/25. The borough clerk made requested amendments, and this new draft was introduced on 4/8.</p> <p>This draft includes a new candidate filing period of "no sooner than August 1 and no later than August 20." (HBC 11.24.020) The assembly had expressed a desire for more of a set filing period, and the clerk believes this wording allows for when the dates fall on weekends while still giving the public a clear idea of the general time frame for filing for borough office each year.</p>

Referral:
Sent to: _____ Date: _____
Recommendation: _____ Refer to: _____ Meeting Date: _____

Assembly Action:
Workshop Date(s): _____ Public Hearing Date(s): 4/22/14
Meeting Date(s): 4/8/14 & 4/22/14 Tabled to Date: _____

An ordinance of the Haines Borough repealing Chapter 2.68 of the Haines Borough Code and reenacting Chapter 2.68 as Title 11 with amendments to certain borough election and election contest procedures.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is of a general and permanent nature and the adopted amendment shall become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance shall become effective upon adoption.

Section 4. Purpose. This ordinance amends Title 2 to move Chapter 2.68 to Title 11 and to amend and clarify the borough's election procedures. Chapter 2.68 of the Haines Borough Code is hereby repealed in its entirety and reenacted as Title 11 to read, as follows:

TITLE 11 ELECTIONS

Chapters:

11.04	General Provisions.
11.08	General Elections.
11.12	Special Elections.
11.16	Initiatives, Referendums and Recalls.
11.20	Qualifications and Challenges.
11.24	Candidates – Nominating – Write-In.
11.28	Ballots.
11.32	Instructions to Voters.
11.36	Absentee Voting.
11.40	Conduct of Elections.
11.44	Prohibited Practices.
11.48	Canvass of Returns.
11.52	Contested Elections.
11.56	Election Recount.

Chapter 11.04

GENERAL PROVISIONS

Sections:

11.04.010	Scope of title.
11.04.020	Elections to be nonpartisan.
11.04.030	Subjects of elections.
11.04.040	Notices of election.

11.04.010 Scope of Title.

This title shall govern municipal elections in accordance with the Borough Charter. All provisions of the United States Constitution and the Alaska State Constitution are

incorporated in this chapter as though fully set out in this chapter. Provisions of AS 15 shall not apply to the conduct of municipal elections unless otherwise provided herein and shall be limited expressly to the provision referenced.

11.04.020 Elections to be nonpartisan.

All elections held by the borough shall be conducted on a nonpartisan basis.

11.04.030 Subjects of elections.

At any general or special election the voters shall vote upon the election of officers to fill vacancies and in addition upon such propositions, referenda or initiatives which may be properly submitted for approval by the voters or for an expression of opinion by them.

11.04.040 Notices of election.

A. Office Vacancies and Nominating Procedures. At least 75 days before each general or special election, notice of vacancies in borough offices and the manner of making nominations shall be posted in three public places and published at least once in one or more newspapers of general circulation in the Haines Borough.

B. Proposition, Referendum or Initiative. At least 40 days before each general or special election, notice of the subject of any proposition, referendum or initiative being presented shall be posted in three public places and published at least once in one or more newspapers of general circulation in the Haines Borough.

C. General Notice. At least 21 days before any election the clerk shall give notice of the election by posting in three conspicuous places within the borough and by publishing in a newspaper of general circulation within the borough at least twice such notice of election. Notices of election must contain the following:

1. The date of the election;
2. Candidates for office and any propositions, referenda or initiatives to be submitted to the voters;
3. The time the polling places will open and close;
4. The location of each precinct polling place;
5. A boundary description of each voting precinct or a reference to the Alaska Administrative Code section establishing the precinct boundaries; and
6. Whether the election is general or special.

**CHAPTER 11.08
GENERAL ELECTIONS**

Sections:

11.08.010 Time of election.

11.08.010 Time of election.

There shall be a general annual election in the borough on the first Tuesday in the month of October each year, to fill vacancies in borough offices and for the determination of other matters as may be placed on the ballot. General elections shall follow the preclearance requirements of the United States Department of Justice.

**CHAPTER 11.12
SPECIAL ELECTIONS**

Sections:

- 11.12.010 Calling of special elections.**
- 11.12.020 Scheduling of special elections.**
- 11.12.030 Qualifications of voters.**
- 11.12.040 By-mail elections.**

11.12.010 Calling of special elections.

Subject to HBC 11.12.020, special elections may be called by the borough assembly at its discretion at any time or times subject only to the requirement of notice, and the applicable laws and ordinances governing the subject of the proposition or the questions submitted at that election.

11.12.020 Scheduling of special elections.

Special elections shall be held in accordance with the following schedule:

A. An election called for by resolution or ordinance of the assembly shall be held more than 45 days following the assembly's adoption of the resolution or ordinance.

B. An election called for by a petition submitted by the voters for an initiative or referendum election, once it has been certified as sufficient by the borough clerk, shall be held on the ninth Tuesday following the date of certification.

C. An election called for by a petition submitted by the voters for a recall election; once it has been submitted to the assembly, such election shall be held on the ninth Tuesday following submission of the petition to the assembly.

D. A special election may not be scheduled if the regular election held each year on the first Tuesday of October occurs within 75 days of assembly adoption of a resolution or ordinance calling for a special election; within 75 days of the date of certification of sufficiency of a petition by voters for an initiative or referendum election; or within 75 days of the date the petition is submitted to the assembly for a recall election.

11.12.030 Qualifications of voters.

Each voter in a special election must have the qualifications set forth in HBC 11.20.010.

11.12.040 By-mail elections.

The borough assembly may authorize, by resolution, a special by-mail election.

A. The resolution and notice of election must state that the election is to be conducted by mail and that there will be no polling place open for regular in-person voting on election day. In a by-mail election, election day will be the date designated by the assembly as the deadline by which a voter's ballot must be voted, witnessed, and delivered by hand or mail, and if mailed, shall bear a postmark dated not later than election day by the post office. Ballots received after election day without a postmark shall require a sworn and notarized voter affidavit in order to be counted. Such affidavit may be faxed.

B. In each election conducted by mail, the borough office shall serve the precinct in which the election is to be held. The election official shall mail ballots not later than the twenty-second day before the election. Absentee voting in person shall be provided not more than 30 days or not less than one day prior to date of election.

C. The election official shall determine and use a method of voter outreach by which voters are informed of a by-mail election, separate from and in addition to the public notice required by statute. Unless in the discretion of the election official an alternative method of outreach is used, where there are more than 30 days between the date of the election order or resolution calling for the election and election day, the election official will send, to each voter whose name appears on the official register, advance notice of the election at the mailing address stated in the voter's current registration record. The notice shall be sent before ballots are mailed, and must include:

1. The date of the election;
2. Disclosure that the election will be conducted by mail and that no polling place will be available for regular in-person voting on election day;
3. Designation of the offices to which candidates are to be nominated or elected, and a statement of the subject of the proposed service area;
4. Designation of the date on which ballots are expected to be mailed to the voters;

5. Instructions to voters who will not be at their current mailing addresses when ballots are to be mailed, or who do not receive their ballots through the mail;

6. A statement of when the ballots may be voted; and

7. Brief general instructions on how the ballots must be voted and how the oath and affidavit envelope must be completed.

D. For each election conducted by mail, the notice of election under HBC 11.04.040 shall include the information specified in subsection (C)(1) through (7) of this section.

E. The provisions of HBC 11.40.040, election hours, shall not apply to elections conducted under the authority of this chapter. This chapter governs procedures for special elections by mail when in conflict with other sections of the borough election code. Otherwise, the provisions of the borough election code apply to special by-mail elections.

CHAPTER 11.16 INITIATIVES, REFERENDUMS and RECALLS

Sections:

11.16.010 Adoption by reference.

11.16.010 Adoption by reference.

Initiatives, referendums and recalls shall be conducted as provided in AS 29.26.100 through 29.26.360 except as stipulated otherwise in the Borough Charter.

CHAPTER 11.20 QUALIFICATIONS and CHALLENGES

Sections:

11.20.010 Voter qualifications.

11.20.020 Challenges

11.20.010 Voter qualifications.

A person may vote at any borough election only if the person:

A. Is a citizen of the United States;

B. Is 18 years or older;

C. Has been a resident of the borough for at least 30 days just before the election;

D. Has registered to vote in Alaska at least 30 days before the election and is not registered to vote in another jurisdiction; and

E. Is not disqualified under Article V of the State Constitution.

11.20.020 Challenges.

Registration for state elections is prima facie evidence of a voter's qualification. However, it shall be the duty of election officials to challenge any voter they believe is not qualified. An election judge may question any person of doubtful qualification attempting to vote and may require identification of the voter. Any voter may be challenged by any qualified voter of the borough; however, a person who frivolously, maliciously or in bad faith challenges a voter is guilty of a misdemeanor.

CHAPTER 11.24 CANDIDATES-NOMINATING-WRITE-IN

Sections:

11.24.010 Candidate qualifications.

11.24.020 Declaration of candidacy and nomination petition.

11.24.030 Write-in candidates.

11.24.040 Other propositions and petitions.

11.24.050 Review by borough clerk.

11.24.060 Notification and acceptance of nomination.

11.24.070 Withdrawal of nominating petition.

11.24.010 Candidate qualifications.

A. To qualify as a candidate for the elected office, a person must meet the following requirements:

1. Be a qualified voter of the borough and state of Alaska; and

2. Must have been a resident of the borough for a continuous period of not less than one year immediately preceding the date of the election, or if filling a vacancy, one year immediately prior to the appointment date. Establishing and maintaining Haines Borough residency to qualify for elected office shall be as follows:

a. An individual's intent to establish residency, remain indefinitely in the Haines Borough, or to return to the Haines Borough and remain indefinitely is demonstrated through the establishment and maintenance of customary ties indicative of Haines Borough residency and the absence of those ties elsewhere. Acts that are required by law or contract or are routinely performed by temporary residents of the Haines Borough are not by themselves evidence of residency. In evaluating whether an individual claiming Haines Borough residency has demonstrated intent to remain indefinitely in the Haines Borough, consideration will be given to whether or not an individual has:

(1) Taken steps to establish Haines Borough residency and sever residency in a location outside of the Haines Borough;

(2) Ties to a location outside of the Haines Borough that indicate continued residency in the other location; and

(3) Taken other action during the candidacy qualifying year that is inconsistent with an intent to remain in the Haines Borough indefinitely.

b. An individual may not become a resident of the Haines Borough while absent.

c. Physical presence in the Haines Borough is not, by itself, sufficient to establish residency. Before the start of the candidacy qualifying year, an individual must have taken at least one step beyond physical presence in the Haines Borough to establish residency.

d. An individual is not eligible for elected Haines Borough office if, at any time from the start of the candidacy qualifying year through the date of candidacy filing, the individual has:

(1) Maintained the individual's principal home in another location outside of the Haines Borough, regardless of whether the individual spent a majority of time at that home;

(2) Disclosed in a court proceeding, affidavit, or will that the individual is a resident of a location outside of the Haines Borough;

(3) Moved from the Haines Borough;

(4) Claimed moving expenses as a deduction on the individual's federal income tax return;

(5) Registered to vote in a location other than the Haines Borough and provided a physical address outside of the Haines Borough;

(6) Purchased a resident hunting, fishing, or trapping license from a location other than the Haines Borough if residency in that location was required as a condition of the license; or

(7) Obtained any other benefit or benefits as a result of establishing or maintaining any claim of residency in a location outside of the Haines Borough.

B. A candidate must provide sufficient proof that the candidate is qualified, or shall be qualified by the date of the election, to be nominated as a candidate for any election.

C. A person may not be nominated for or serve in more than one office at the same time, except that the deputy mayor may serve as both deputy mayor and assembly member when necessary.

D. The clerk shall determine whether each candidate for borough office is qualified as provided by law. At any time before the election, the clerk may disqualify any candidate whom the clerk finds is not qualified.

E. The clerk shall send as soon as possible, by mail or electronic mail, written notification of the disqualification to the candidate.

F. If the candidate disagrees with the clerk's determination, the candidate may submit additional information or evidence no later than three business days from the date of notice. The clerk will consider any additional information provided and issue a final determination as to the candidate's qualification no later than three borough business days from receipt of the additional information.

G. The candidate may file a written protest with the clerk within three business days following the date of notice of the clerk's final determination. The clerk shall present the protest at the next regular meeting of the assembly. The assembly shall hear and decide the protest. The burden of proof shall be on the complainant. The assembly's decision shall be made at that meeting and shall be final.

11.24.020 Declaration of candidacy and nomination petition.

A. Nomination. Any person qualified to serve in an elective office in the borough may have the person's name placed on the ballot as a candidate for elective office by filing a nomination petition and declaration of candidacy on forms prescribed and provided by the borough clerk. The nomination petition must be signed by no fewer than 10 voters qualified to vote in the borough. Signatures to a nomination petition need not all be appended to one page. To each separate page of a petition shall be attached an affidavit of the person circulating the petition stating that each signature appended thereto was made in his or her presence and is the genuine signature of the person whose name it purports to be. To each nominating petition shall be attached declaration of candidacy stating that the candidate named in the petition consents to serve if elected to the office for which the person is nominated. The nominating petition and declaration of candidacy must be filed with the borough clerk or a duly authorized representative no sooner than August 1 and no later than August 20. The candidate's signature on the declaration of candidacy shall be notarized.

The nominating petition shall be in substantially the following form:

Nominating Petition

We, the undersigned qualified voters of the Haines Borough, in the State of Alaska, hereby nominate and sponsor _____, who resides in the Haines Borough, for the office of _____, and ask that his/her name be placed on the October _____, 20__ General Election ballot.

We individually certify that we are qualified to vote in the named election.

Name Residence Address Date Signed

(Followed by at least 10 lines for signatures.)

The declaration of candidacy shall be in substantially the following form:

Declaration of Candidacy

I, _____, declare that I reside at _____ in the Haines Borough, Alaska; that I am a registered voter in the borough; that I have resided in the borough continuously for a period of at least one year immediately preceding the date of the election for which I am being nominated and meet the definition of resident in Borough Charter 18.09(J) and the residency standards in HBC 11.24.010.

I declare myself a candidate for the office of _____, and request that my name be printed upon the official ballot for the borough election to be held on the _____ day of _____, 20____.

SIGNATURE: _____

FOLLOWED BY A NOTARIZATION BLOCK.

11.24.030 Write-in candidates.

A. If a candidate does not appear on the election ballot and wishes to be a candidate in the election, the candidate may file as a write-in candidate. Votes for a write-in candidate may not be counted unless that candidate has filed a letter of intent with the borough clerk stating the following:

1. The full name of the candidate;
2. The full residence address of the candidate;
3. The full mailing address of the candidate;
4. The office that the candidate seeks;
5. The date of the election at which the candidate seeks election;
6. The name of the candidate as the candidate wishes it to be written on the ballot by the voter;
7. That the candidate meets the residency requirements of the office for which the person is a candidate;
8. That the candidate is a qualified voter as required by law; and
9. That the candidate is not a candidate for any other office to be voted on at the general election and that the candidate is not a candidate for this office under any other nominating petition or declaration of candidacy.

B. A letter of intent under subsection (A) of this section must be filed not later than five calendar days before the general election.

11.24.040 Other propositions and petitions.

All other matters which may be properly filed for inclusion on the ballot, including propositions and petitions, shall be certified not more than 75 days and not less than 42 days prior to the election by the clerk or a duly authorized representative.

11.24.050 Review by borough clerk.

The clerk shall make a record of the exact time at which each petition is filed and preserve the name and address of the person by whom it is filed. If the petition for any candidate is not signed by the required number of qualified electors or is insufficient in any particular, the clerk shall return it immediately to the person who filed it certifying in writing wherein the petition is insufficient and send a copy of the certification to the candidate. Such deficient petition may be amended and filed again as a new petition for the same candidate within the regular time for filing nomination petitions.

11.24.060 Notification and acceptance of nomination.

The clerk shall notify a qualified person of the person's nomination by registered, certified or other special mail, and such person shall file with the clerk the person's written acceptance of nomination, in such form as the assembly may require, within five days of receipt of notification of nomination. Upon receipt of such acceptance of nomination, the clerk shall cause the nominee's name to be printed on the ballot. The petition of nomination for a successful candidate at an election shall be preserved in the office of the clerk until the term of office for which the candidate is elected expires.

11.24.070 Withdrawal of nominating petition.

Any person nominated for office may withdraw that person's nomination, by submitting written notice to the borough clerk within 72 hours of the closing of candidate filing or at any time before the ballot has been submitted by the clerk for printing. After the clerk has submitted the ballot for printing, no nominating petition may be corrected, amended or withdrawn.

**CHAPTER 11.28
BALLOTS**

Sections:

- 11.28.010 Form of ballot.**
- 11.28.020 Sample ballots.**
- 11.28.030 Distribution of ballots.**

11.28.010 Form of ballot.

A. The clerk shall prepare all official ballots to facilitate fairness, simplicity, and clarity in the voting procedure, to reflect most accurately the intent of the voter, and to expedite the administration of elections.

B. The official ballot shall contain, at the top thereof, the words "Official Ballot" and the date of the election, whether such election is a general borough election or a special borough election, and such instructions to the voters as will enable them intelligently to mark their ballots for the candidates for whom they desire to vote, and to intelligently vote upon the questions which are submitted.

C. The clerk shall determine the size of the ballot, the type of print, necessary additional instruction notes to voters, and other similar matters of form not provided by law. The ballots shall be numbered in series to ensure simplicity and secrecy and to prevent fraud.

D. The title of all offices to be voted upon (mayor, assembly member, or school board member) shall be printed on the ballot. The title of each office to be filled shall be followed by the printed names of the candidates for such office in a single list arranged alphabetically, below which shall be blank lines equal in number to the candidates to be elected to such office, upon which the voter may write the names of persons not listed on the ballot. The words "Vote for not more than ____ " with the appropriate number replacing the blank shall be placed before the list of candidates for each office. Instruction notes shall state that offices will be filled by the candidates receiving the greatest number of votes exceeding 40 percent, and if terms are of different lengths, the candidate with the highest number of votes will be elected to the longest term. The names of candidates shall be printed as they appear upon the nomination petitions filed with the borough clerk except that any honorary or assumed title or prefix shall be omitted. However, the candidate's name appearing on the ballot may include a nickname or familiar form of the proper name.

E. Following the offices and candidates there shall be placed on the ballot or on separate ballots as the clerk may determine, all propositions or questions to be voted upon.

The words "Yes" and "No" shall be placed with the statement of each proposition or question for selection.

11.28.020 Sample ballots.

In addition to the official ballots as described, there shall be printed under the direction of the clerk, on paper of any color except white, ballots which shall be marked as "Sample Ballots." Sample ballots shall be posted in three conspicuous places and may be distributed as needed by the clerk.

11.28.030 Distribution of ballots.

The clerk shall have the ballots in the clerk's possession at least 10 days before each election. Sufficient ballots for the registered voters of the borough shall be delivered to the election board. A receipt shall be taken from the election board member to whom ballots are delivered, said receipt to be preserved with other records of the election for one year. No ballots may be taken from the polling place before the closing of the polls except under the direction of the clerk.

**CHAPTER 11.32
INSTRUCTIONS TO VOTERS**

Sections:

11.32.010 Printing and posting.

11.32.020 Contents.

11.32.010 Printing and posting.

Instructions to voters shall be printed under the direction of the clerk, on cardstock or heavy paper, in large, clear type, and one copy of such instructions shall be posted in each room where polling booths are located and in each of the voting booths provided for the election. Sample ballots shall also be provided for voters to review.

11.32.020 Contents.

The printed instructions referenced in HBC 11.32.010 shall state the following:

A. When entering a polling place give your name and, if required, your residence to the judge of the election.

B. If your name is found on the registration list and your right to vote is not challenged, one of the judges or a member of the election board will hand you a ballot. If your name is not on the ballot register, or if your right to vote is challenged, you can vote by the questioned ballot method.

C. A voter who is not recognized by a member of the election board and cannot exhibit a required form of identification shall be allowed to vote a questioned ballot.

D. When you have received your ballot, retire at once, alone, into one of the voting booths and prepare your ballot for the ballot box by marking it.

E. At the top of the ballot you will find instructions for marking the ballot, and below the instructions you will find the names of all the candidates for respective offices to be filled, and/or the proposition or question to be voted upon under the appropriate titles. Do not mark your ballot in any way except as directed below and do not make any erasures.

F. To vote for a candidate or question, completely fill in the oval adjacent to the name of the person or to the question.

G. Do not vote for more candidates to any office than are to be elected to such office. If you do so this portion of your ballot will be rejected.

H. If you should mismark or otherwise spoil your ballot, return the ballot to the election worker who issued it to you and you will be issued a new ballot. You may receive only two ballots for this purpose in addition to your original ballot.

I. Before leaving the booth, cover your ballot or place it in the secrecy sleeve provided so as to conceal marks you made on it. Upon leaving the voting booth, please proceed directly to the ballot box and slide your ballot into the optical scan machine. This shall protect the secrecy of the ballot.

J. You must deposit the ballot in the ballot box yourself in the presence of the election judge unless you request the election judge to deposit the ballot on your behalf. Separate ballot boxes may be used for separate ballots.

CHAPTER 11.36 ABSENTEE VOTING

Sections:

11.36.010 Absentee voting – Eligible persons – Permanent absentee voters.

11.36.020 Absentee voting procedure.

11.36.030 Counting of absentee ballots.

11.36.010 Absentee voting – Eligible persons – Permanent absentee voters.

A. At any election, a qualified voter may vote an absentee ballot for any reason.

B. The borough clerk may designate a person as a permanent absentee voter if the person is a qualified voter, and if the voter is registered with the State of Alaska Division of Elections as a permanent absentee voter within the borough.

C. A person designated as a permanent absentee voter under subsection (B) of this section will be sent an application for an absentee-by-mail ballot at the permanent mailing address stated on the voter's current registration record on the following schedule:

1. In January each year;

2. At least 45 days before a special election;

3. At a time specified by the borough clerk before any election, to voters defined in subsection (A) of this section who registered to vote after the last mailing of absentee-by-mail ballot applications.

D. The voter may submit the application and vote by mail. However, nothing in this section limits the voter's eligibility to vote in person at a precinct, in person before an absentee voting official, or absentee through a personal representative.

11.36.020 Absentee voting procedure.

A. The application for an absentee ballot shall show the applicant's place of residence, clearly indicate the applicant's right to an absentee ballot, state the election date, and be signed by the applicant.

1. Application for Absentee-by-Mail Ballot. Beginning on January 1st of each election year, a qualified voter entitled to cast an absentee ballot may in person or by mail, electronic mail, or by facsimile machine, file a written, signed application for an absentee-by-mail ballot with the borough clerk. Application for a by-mail ballot must be received in the office of the borough clerk not less than 10 days before the election for which the absentee ballot is sought. If a voter fails to provide a specific ballot mailing address on an absentee-by-mail ballot application, the ballot will be mailed to the mailing address on the voter's record.

2. Application for Absentee-by-Fax Ballot. A qualified voter may vote by fax beginning 15 days before and through the close of the polls on election day. The voter must submit a written, signed application for a fax ballot to the borough clerk's office no later than 5:00 p.m. the day before election day. An absentee ballot that is completed and returned by the voter by fax must contain the following statement:

I understand that by using fax transmission to return my marked ballot, I am voluntarily waiving a portion of my right to a secret ballot to the extent

necessary to process my ballot, but expect that my vote will be held as confidential as possible.

3. Absentee Voting in Person and Early Voting. A qualified voter may vote early or absentee-in-person on or after the fifteenth day before an election up to and through the day before election day, in a location and at places and times determined by the borough clerk.

4. Absentee Voting by Personal Representative. A qualified voter who is unable to go to the polling place on election day due to age, illness or disability, may appoint a personal representative to obtain a ballot for the voter on or after the fifteenth day before an election, up to and including election day.

B. Upon timely receipt of an application for an absentee ballot, the borough clerk or other election official shall deliver to the applicant personally, or by mail at the mailing address given in the application, or by fax to the fax number listed on the application, or to the voter's personal representative, if application is made by a personal representative, an official ballot for the election, and if required, a secrecy sleeve and an addressed return envelope.

C. The borough clerk shall provide ballots for use as absentee ballots. The borough clerk shall issue rules and instructions to absentee voters to aid them in casting their ballots. The borough clerk shall prescribe the form of and prepare the voter's certificate, envelopes, and other materials used in absentee voting. The voter's certificate shall include an oath, that the voter is a qualified voter, a blank for the voter's signature, a certification that the affiant properly executed the marking of the ballot and gave the voter's identity, blanks for the attesting official or witness, and a place for recording the date the envelope was sealed and witnessed.

D. Upon issuing an absentee ballot, the borough clerk shall record the date of delivering or mailing the ballot.

E. Any voter issued an absentee ballot may, at any time prior to the closing of the polls on the day of the election for which it is issued, appear at the office of the borough clerk, or such other place as the borough clerk may designate, and there cast a ballot in the following manner: The voter first shall show the borough clerk or other election official that the ballot has not been marked, then shall mark the ballot, as indicated by the instructions on the ballot, in the presence of the borough clerk or election official, in such a manner that the borough clerk or election official cannot see how it is marked. The borough clerk or other election official shall secure the ballot and deliver it to the appropriate place for counting.

F. At any time on or before the day of the election, any voter issued an absentee ballot may appear before any person authorized by law to administer oaths, and in the presence of such officer cast the voter's ballot in the same manner the voter would cast it under this section in the office of the borough clerk or other place designated under this section. After executing the affidavit printed on the return envelope, the officer shall return the envelope to the voter who shall mail it to the borough clerk.

11.36.030 Counting of absentee ballots.

A. To be counted in the election, absentee ballots must be received by the borough clerk before closing of the polls on the day of the election, if voted in the office of the borough clerk or other place designated by the borough clerk, or postmarked not later than the day of the election and received by the borough clerk before the canvass of election returns under HBC 11.48.010.

B. Absentee ballots received without an executed voter affidavit certificate (see HBC 11.36.020(C)) shall be marked as "Invalid," and the time and date of receipt by the borough clerk shall be noted thereon.

C. Absentee ballots received after election day, and postmarked on a day later than the election, shall be marked as "Invalid," and the time and date of receipt by the borough clerk shall be noted thereon. The ballot of a voter that is received after election day without a postmark will not be counted unless the voter submits a sworn and notarized affidavit. Such affidavit may be faxed.

D. Absentee ballots received before the closing of the polls may be reviewed at any time for voter qualification and may be processed through the optical scan machine or counted by hand by one or more counting teams appointed by the borough clerk, commencing at the time the polls close on Election Day.

E. Invalid absentee ballots shall not be counted. Such envelopes shall be retained with other election records and destroyed with them according to the borough's retention schedule and the destruction procedure in HBC 2.64.030.

CHAPTER 11.40 CONDUCT OF ELECTIONS

Sections:

- 11.40.010 Election officials.**
- 11.40.020 Voting precincts.**
- 11.40.030 Sales of alcohol on election day.**
- 11.40.040 Dates and hours for elections.**
- 11.40.050 Election supplies and equipment.**
- 11.40.060 Voting procedures at the polls.**
- 11.40.070 Unused and damaged ballots.**
- 11.40.080 Counting of ballots.**
- 11.40.090 Stickers prohibited.**
- 11.40.100 Certificate of returns.**

11.40.010 Election officials.

A. Election Supervisor. The borough clerk shall be the election supervisor. The clerk shall have authority to conduct all election proceedings and to carry out the intent of this chapter. The clerk may authorize an assistant to perform the functions set out in this chapter as election official. Such assistant shall be administered the election officials' oath. The clerk or assistant will visit each polling place on Election Day.

B. Judges. Prior to each election, the borough clerk, with the approval through a resolution of the assembly, shall appoint at least three judges of election for each polling place. One judge shall be designated chair and shall be primarily responsible for administering the election in that precinct. If a judge is not able or refuses to serve on election day, the clerk may appoint a replacement.

C. Election Clerks. The borough clerk may appoint up to three election clerks at any polling place where they are needed to conduct an orderly election and to relieve the election judges of undue hardship.

D. Election Officials to Be Qualified Electors. Each election official serving at a polling place must be a qualified voter and reside within the borough.

E. Oath. Each election official shall take or subscribe to the following oath delivered to the official by the borough clerk:

I, _____, do solemnly swear (or affirm) that I will honestly and faithfully perform the duties of judge of the election according to law; and that I will endeavor to prevent fraud, deceit, or abuse in conducting the election, to the best of my knowledge and ability.

F. Training Session. Every election official shall attend an annual pre-election training session which must include at a minimum:

- a. Ethics training;
- b. Opening / closing duties of polling places;
- c. Procedures for hand-counting ballots;
- d. Operations of optical scanning machines (when used);
- e. Contents of the instructions to voters on ballots;
- f. an understanding of the Charter and Code references for elections; and
- g. Any other items deemed necessary and/or appropriate by the clerk.

The clerk is authorized to dismiss any official who is not trained and may make an appointment to fill the vacancy caused by such dismissal.

G. Compensation. The judges and clerks of election shall be paid such compensation for their services as is determined by resolution of the assembly.

11.40.020 Voting precincts.

Voting precinct names and boundaries shall be determined and defined by the Alaska State Division of Elections. Names and boundary descriptions of voting precincts shall be kept on file at the borough clerk's office. The polling places for the borough shall be the same as the polling places used by the state of Alaska unless changed by circumstances. In the case of a polling place change, a notice shall be posted clearly on the main entrance of the primary polling place giving directions to the alternate polling place.

11.40.030 Sales of alcohol on election day.

The provisions of AS 04.16.070(2) do not apply in the borough, and intoxicating liquor may be sold, bartered, given, consumed or otherwise disposed of in licensed premises while the polls are open on election day.

11.40.040 Dates and hours for elections.

A. General and Special Elections. General and special elections may be held as prescribed in HBC 11.08.010 and 11.12.020, respectively.

B. Polls – Opening and Closing. On election day, precinct polls shall open for voting at 8:00 a.m. and shall remain open continuously until 8:00 p.m.; except on those election days when borough and state elections are held concurrently in which case the precinct polls shall be open for voting at 7:00 a.m. Immediately after the opening of the polls and before receiving any ballots, one of the judges of the election shall proclaim from the door of the polling place that the polls of such election are open. Thirty minutes before the closing of the polls, an election judge shall proclaim to any persons present the time remaining before the polls close. When the polls are closed that fact shall be similarly proclaimed and thereafter no ballot shall be accepted except those of qualified voters already present at the polls and waiting to vote when the polls are closed.

11.40.050 Election supplies and equipment.

A. The borough clerk shall cause to be erected in the polling place(s) a sufficient number of booths, which shall be furnished with such supplies and conveniences as will enable the voter to mark the ballot for voting and in which the voter may prepare the ballot screened from observation. The ballot boxes shall be within the polling place, outside of the booths.

B. If optical scan machines are used to tabulate votes, the borough clerk shall cause the memory cards to be programmed to reject only the following ballots:

1. Over-voted ballots;
2. Blank ballots;
3. Non-processed ballots; and
4. Jammed ballots.

11.40.060 Voting procedures at the polls.

A. Before issuing any ballots, the election board must, in the presence of any persons assembled at the polling place, open and exhibit the ballot box to be used at the polling place. The borough clerk or designee will ensure that the ballot box is empty. The ballot box then shall be closed and shall not be opened again or removed from the polling place until the polls have closed.

B. The voter shall give the election officials the voter's name and address. The election official may require proof of identification as required by AS 15.15.225. If it is determined that the voter is a qualified voter of the precinct, the voter then shall place the voter's signature on the appropriate line in the registration book provided by the borough clerk. If any election official present believes the voter is not qualified, that official shall immediately challenge the voter.

C. A person whose right to vote has been challenged may be issued a ballot if the voter first completes and subscribes to an affidavit of his qualification. When the marked ballot is returned to the election officials, it shall be placed in an envelope to permit segregation before being cast in the ballot box. The clerk shall provide forms and materials for this procedure. All envelopes containing questioned ballots shall be returned to the clerk for delivery, unopened, to the assembly at the time of canvass.

D. If the voter is not challenged, or if the voter has complied with the questioned ballot procedure, the election officials will issue to the voter the ballot or ballots to which the voter is entitled.

E. Each voter shall retire alone to a booth or to a private area to mark the voter's ballot, as indicated by the instructions on the ballot. However, if a voter requests assistance, it may be provided by two election officials or by a person chosen by the voter. When the voter has marked the ballot, upon leaving the booth the voter shall deposit it in the official ballot box in the presence of the election judge unless the voter requests the election judge to deposit the ballot in the voter's behalf.

F. If a voter improperly marks or otherwise damages a ballot, the voter shall return it to the election officials, concealing the manner in which it is marked from view, and shall request a new ballot. The election officials shall destroy the damaged ballot after having recorded its number and shall issue a new ballot to the voter. A voter may request replacement of a damaged ballot no more than two times.

G. During the hours that the polls are open, no judge or clerk may discuss any political party, candidate or issue while on duty.

11.40.070 Unused and damaged ballots.

The numbers of all ballots not issued shall be recorded and then all such ballots shall be segregated and removed from the area in which the counting is to take place before the ballot box is opened. The numbers of ballots damaged by voters and replaced pursuant to HBC 11.40.060(F) shall also be recorded. The record of ballots not issued and ballots damaged as well as the ballots themselves shall be delivered to the borough clerk with the other election materials and shall be preserved for six months.

11.40.080 Counting of ballots.

A. The opening of the ballot box and the counting of the ballots shall be accomplished in full view of any persons present. The public may not be excluded from the area in which ballots are counted. However, the chair of the election board shall not permit anyone present to interfere in any way or to distract the appointed officials from their duties and no one other than appointed election officials may handle the ballots. The ballots shall not be marked in any way by anyone during the tallying.

B. Immediately following the closing of the polls and the removal of unused ballots pursuant to HBC 11.40.070, the election officials shall print out the tally of all ballots on the optical scan machine, comparing the results with the signature register. With necessary

adjustment to account for the number of ballots required to present to each voter all of the offices and propositions on which the voter is entitled to vote, the number of ballots issued shall agree with the number of signatures on the signature register. If a discrepancy exists which cannot be resolved, the election officials shall explain the discrepancy to the best of their ability in writing for delivery to the borough clerk.

C. Ballots not counted shall be retained and with counted ballots be delivered to the borough clerk.

D. Hand Count. In the case of an election where ballots are counted by hand, the election officials shall follow the same procedures as for machine counting, except as follows: Ballots shall be removed from the ballot box and separated into stacks of 25. Election officials shall then tally the votes according to the following rules:

1. A voter may mark a ballot only by the use of cross marks, "X" marks, diagonal, horizontal, or vertical marks, solid marks, stars, circles, asterisks, checks, or plus signs that are clearly placed within the oval opposite the name of the candidate or proposition the voter desires to designate.

2. Failure to properly mark a ballot as to one or more candidates or propositions does not itself invalidate the entire ballot.

3. If a voter marks more names than there are persons to be elected to the office the votes for that office shall not be counted.

4. An erasure or correction invalidates only that section of the ballot in which it appears, unless the intent of the voter is clear.

5. One official shall read the votes, with another official watching.

6. Two officials shall tally votes with officials watching to assure proper tallying, comparing tallies each time they finish a group of 25 ballots.

7. The results shall be transferred onto a final report, showing votes received by each candidate and for each question, and recording write-in votes cast.

8. The report shall be signed by all election officials present.

9. In the event a mark on any ballot is questionable, it shall be decided by the election officials whether the intent of the voter is clear by the manner the ballot is marked. If the intent of the voter is not clear, the vote shall not be counted.

E. Write-In Votes. Write-in votes shall be counted pursuant to the rules set forth in this section and according to the following additional rules:

1. Write-in votes are not invalidated by writing in the name of a candidate whose name is printed on the ballot unless the election board determines, on the basis of other evidence, that the ballot was so marked for the purpose of identifying the ballot.

2. In order to vote for a write-in candidate, the voter must write in the candidate's name in the space provided and fill in the oval opposite the candidate's name in accordance with subsection (E)(1) of this section.

3. A vote for a write-in candidate shall be counted if the oval is filled in or marked for that candidate and if the name, as it appears on the write-in declaration of candidacy, of the candidate or the last name of the candidate is written in the space provided. Write-in votes are not invalidated by misspelling the name of the candidate if the election officials determine that the intent of the voter is clear.

4. Hand counting individual write-in votes in a borough election will only be done if the aggregate of all votes cast for all write-in candidates for the particular office, as shown on the machine tally, meets one of the following requirements:

a. The number is the highest of votes received by any candidate for the office; or

b. The number is high enough to conceivably affect the outcome of the race when all outstanding votes are counted.

If the election officials determine that one of these requirements has been met, the ballots shall be hand-tallied on election night following poll closure.

F. The rules set out in this section are mandatory and there are no exceptions to them. A ballot may not be counted if it is not in compliance with these rules.

11.40.090 Stickers prohibited.

Affixing stickers on a ballot in a municipal election is prohibited.

11.40.100 Certificate of returns.

When the tally of votes is completed and the printout received from the optical scan machine, it must be signed by the election board. After completion of the certificate of returns, the counted ballots shall be placed in boxes provided by the borough clerk and shall be delivered to the borough clerk by noon of the day following, together with the rejected ballots to be preserved for six months, after which they shall be destroyed.

CHAPTER 11.44

PROHIBITED PRACTICES

Sections:

11.44.010 Election offenses and corrupt practices.

11.44.020 Improper subscription to petition.

11.44.030 Penalty.

11.44.010 Election offenses and corrupt practices.

The following acts are declared to be election offenses and corrupt practices and are prohibited:

A. Inducing, compelling, or attempting to induce or compel any person to vote or refrain from voting for any candidate in any election or for or against any election proposition or question by directly or indirectly using or threatening to use force, coercion, violence or restraint or inflicting or threatening to inflict damage, harm or loss upon or against the person;

B. Giving, promising to give, or offering any money or other valuable thing to any person with the intent of inducing him or her to vote for or refrain from voting for any candidate or for or against any election proposition or question;

C. Writing, printing or circulating, or causing to be written, printed or circulated, any letter, circular, bill, placard or poster or other publication relating to any election or to any candidate at any election or to any election proposition or question without the same bearing on its face, the name and address of the author, printer, and publisher thereof;

D. Writing, printing or circulating, or causing to be written, printed or circulated, any letter, circular, bill, placard or poster, or causing any paid advertising to be placed in a newspaper or any other publication, or paying or contributing to the payment for such advertisement, or making any radio broadcast, with knowledge that the letter, circular, bill, placard or broadcast contains any false statement, charge or comment relating to any candidate at any election or to any election proposition or question;

E. Possessing an official ballot outside of the voting room if not authorized by law to do so;

F. While the polls are open, opening any ballot received from a voter, or marking a ballot by folding or some other manner so as to be able to recognize it, or otherwise attempting to learn how any voter marked the voter's ballot;

G. Publishing or causing to be published any letter, circular, poster, bill, publication or placard, knowing that it contains any false statement or false charges reflecting on the character, morality, or integrity of any candidate at any election;

H. Voting or attempting to vote in the name of another person or in any name other than the person's own;

I. By force, threat, intimidation or offer of reward, inducing or attempting to induce any election judge or clerk to fail in their duty;

J. Willfully changing or causing to be changed any official election documents including ballots, tallies and returns, or attempting to do so;

K. Willfully delaying or causing to be delayed the election returns, or attempting to do so;

L. Willfully voting or attempting to vote more than once at the same election;

M. Willfully making a false affidavit or swearing falsely under the oath required by this chapter;

N. Willfully failing to perform any election duty or knowingly doing any unauthorized act with the intent to affect the election or its results, by any election judge or clerk;

O. Willfully permitting, making or attempting to make any false count of the election returns by an election judge or clerk;

P. Willfully concealing, withholding or destroying election returns or attempting to do so;

Q. Electioneering on election day within the polling place or within 200 feet of the building wherein the polling place is located.

11.44.020 Improper subscription to petition.

Any person who signs any name other than the person's own to a petition proposing an initiative, referendum or recall, or who knowingly signs the person's name more than once for the same proposition or question at one election, or who signs the petition knowing the person is not a qualified voter, shall be guilty of a misdemeanor.

11.44.030 Penalty.

Any person convicted of a violation of any of the sections of this article shall be subject to punishment as provided in this code.

CHAPTER 11.48

CANVASS OF RETURNS

Sections:

11.48.010 Canvass of returns.

11.48.020 Adjudication and counting of absentee and questioned ballots.

11.48.030 Manner of canvass.

11.48.040 Certification and record of results.

11.48.050 Votes required to elect – Runoff elections.

11.48.010 Canvass of returns.

Not later than seven days after the election the assembly shall meet and canvass the election returns. If the assembly is unable to complete the canvass on its first meeting, the assembly may recess its deliberation for not more than 24 hours. The meeting may not be recessed more than twice, and absentee ballots received after the first meeting will not be considered.

11.48.020 Adjudication and counting of absentee and questioned ballots.

A. The borough clerk shall provide such evidence as may be required to assist the assembly in judging the qualifications of those voters who cast questioned ballots, or whose absentee ballots were in some way questionable. In full view of those present the assembly shall make a determination upon each of these ballots. To be counted in the election an absentee ballot must be received by the clerk before the date and hour of the canvass and, if mailed, postmarked no later than the day of the election or, if electronically transmitted, the electronically generated time must be no later than 8:00 p.m. Alaska time on the day of the election. An absentee ballot shall not be counted if:

1. The voter has failed to properly execute the certificate;
2. An official or the witnesses authorized by law to attest the voter's certificate fail to execute the certificate;
3. The ballot is not attested to on or before the date of the election;
4. The ballot return envelope, if postmarked on a date after the election; or
5. A voter has not submitted an affidavit in support of an unpostmarked ballot received in the mail after the election.

B. Questioned and absentee ballots judged to be valid shall be counted in the following manner. The ballots shall be removed from the identifying outer envelopes and shuffled thoroughly. The envelopes shall also be shuffled thoroughly and delivered to the borough clerk to be preserved with other records of the election. The votes cast on these ballots shall then be tallied by hand count and/or optical scan machine.

C. The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot shall not be counted unless in compliance with these rules.

11.48.030 Manner of canvass.

The canvass of all election returns shall be made in public by examining the election board's certificates of returns and compiling these along with the tally of valid absentee and questioned ballots, or, at the discretion of the assembly, an actual recount may be undertaken under usual counting procedures and after due notice to candidates.

11.48.040 Certification and record of results.

A. At the first regular meeting of the assembly following the canvass, unless the assembly orders an investigation or unless a contest has been previously filed pursuant to Article XIII of this chapter, the assembly shall declare the election valid and certify the election results.

B. The assembly shall certify results not in question immediately and shall complete an investigation or contest procedures as soon as practicable to assure prompt certification.

C. In the case of a recount, the certification of the recount may be postponed until the next regular assembly meeting following the recount.

D. The certification shall be by motion duly made, seconded and passed and the results of the elections shall be noted in the record of the proceedings of the assembly. The record shall include the total number of votes cast during the election and the votes cast for each person and for and against each proposition.

E. Upon certification of the election by the assembly, the clerk shall deliver to each person elected a copy of the assembly's certificate of election. The certificate so made shall be prima facie evidence of the truth of the statements contained in it.

11.48.050 Votes required to elect – Runoff elections.

A. Votes Required to Elect. To be elected to office, a candidate must receive at least 40 percent of the votes cast for the office, determined by dividing the total number of legal votes cast for the office by the number of vacancies being filled.

B. Runoff Elections. If in a borough election an office is not filled because candidates received fewer than 40 percent of the votes cast, the borough shall hold a runoff election between the top two unseated candidates on the first Tuesday in November following the canvass and certification as in HBC 11.48.040. There shall be two runoff candidates for each office to be filled. Notice of the runoff election shall be published at least 10 days before the election date. The person(s) receiving the highest number of votes shall be elected following canvass and certification of the election as provided in HBC 11.48.040.

CHAPTER 11.52

Contested Elections

Sections:

- 11.52.010 Notice of election contest.**
- 11.52.020 Investigation of election contest.**
- 11.52.030 Assembly action following investigation.**
- 11.52.040 Expenses of contested election.**
- 11.52.050 Election contest appeal – Judicial review.**

11.52.010 Notice of election contest.

A candidate or 10 qualified voters who voted in that election may contest election of any person or the approval or rejection of any question or proposition upon one or more of the following grounds: (A) any action on the part of an election official sufficient to change the result of the election; (B) the candidate certified by the election board under HBC 11.40.100 is not qualified as required by law; (C) any corrupt practice as defined by law sufficient to change the results of the election. The notice of election contest shall be submitted, in writing, to the borough clerk before 5:00 p.m. on the day of the certification of the election. The notice of contest shall specify the election being contested, the grounds of the contest, and shall bear the notarized signatures of the candidate or qualified voters bringing the contest. The notice shall be in substantially the following form:

NOTICE OF ELECTION CONTEST

(I)(we), the undersigned, believe(s) that the following prohibited practices occurred at the election held on ___(date)__. (I)(We) also hereby state that the violation was committed by the following person(s):

List prohibited practice(s) _____

List person(s) alleged to have committed the violation:

Signature of Person(s) Contesting

SUBSCRIBED and SWORN to before me this ____ day of _____, 20 ____
by: _____.

Notary Public

11.52.020 Investigation of election contest.

Upon receiving a notice of election contest, the assembly shall order such investigative action as it deems appropriate. Any proceedings shall be noticed to the public in the same manner as assembly meetings per HBC 2.08.060 (A). The public shall be provided a reasonable opportunity to be heard. The authority to investigate includes the authority to order the appearance of witnesses, to administer oaths, and to compel the production of books, records, paper and electronic documents, and other evidence. Following completion of the investigation, a written report shall be prepared and made available to the assembly and to the public following the notification standards set out in HBC 2.08.060 (A).

11.52.030 Assembly action following investigation.

If, following completion of the investigation, and the presentation of the report, the assembly concludes: (A) any action on the part of an election official sufficient to change the result of the election occurred; (B) the person canvassed as elected is not qualified as required by law; or (C) any corrupt practice as defined by law sufficient to change the results of the election occurred, the assembly shall, to the extent of such proof, either: (1)

purge the invalid or improperly counted votes and, after a recount, certify the amended returns; (2) decline to certify the election of the person not qualified by law and order another election for that office; or (3) decline to certify the results of the election and order another election.

11.52.040 Expenses of contested election.

All expenses incurred by the borough pursuant to an election contest shall be paid by the candidate or voters contesting the election and each of them shall be individually liable for the whole amount of such expenses, unless: (A) the results of the election are changed by a recount, or (B) the difference between the winning and losing vote on the result contested is changed by more than two percent, or (C) the assembly determines that the election was invalid, or (D) otherwise ordered by the assembly based on a finding of public benefit.

11.52.050 Election contest appeal – Judicial review.

A person qualified to file an election contest may not appeal or seek judicial review of an election for any cause unless the person is qualified to vote in the borough, exhausted all administrative remedies before the clerk and the assembly, and has commenced an action in the superior court within 10 calendar days after the assembly has finally certified the election results. An appeal under this section shall be brought in the Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska. The appeal shall be heard by the court sitting as an appellate court and shall be governed by the applicable rules of procedure for appeals to the superior court in civil matters. Upon order of the court, the clerk shall furnish a record of the contested election, including ballots, registers, and other election material and papers as the court may demand. If an action under this section is not commenced within the 10-day period, the election and the election result shall be conclusive, final, and valid in all respects

**CHAPTER 11.56
ELECTION RECOUNT**

Sections:

- 11.56.010 Mandatory recount.**
- 11.56.020 Recount application.**
- 11.56.030 Date of recount – Notice.**
- 11.56.040 Procedure for recount.**
- 11.56.050 Certification of recount result.**
- 11.56.060 Return of deposit and apportionment of expenses upon recount.**
- 11.56.070 Recount appeal – Judicial review.**

11.56.010 Mandatory recount.

If two or more candidates tie in having the highest number of votes for the same office, to which only one candidate is to be elected, the clerk shall initiate a recount.

11.56.020 Recount application.

A. A candidate or 10 qualified voters who believe a mistake has been made in the counting of the votes in that election, and who voted in that election, may file an application with the clerk for a recount of the votes from any particular precinct, or for any particular office, proposition or question by filing an application with the clerk before 5:00 p.m. on the third calendar day following the canvass of the election returns. The date on which the clerk receives an application rather than the date of mailing or transmission determines whether the application is filed within the time allowed under this subsection.

B. A recount application shall identify the particular office, proposition or question for which the recount is to be held, and shall state that the person making the application is a candidate or that the 10 persons making the application are qualified voters who voted in

that election. The candidate or persons making the application shall designate by full name and mailing address two persons who shall represent the applicant during the recount. Any person may be named representative, including the candidate or any person signing the application. Applications by 10 qualified voters shall also include the designation of one of the number as a contact person. The candidate or person making the application shall sign the application and shall print or type the candidate's full name and mailing address.

C. The application shall include a deposit in cash or by certified check. The amount of the deposit shall be \$100.00.

11.56.030 Date of recount – Notice.

A. If the clerk determines that the application is substantially in the required form, the clerk shall fix the date of the recount to be held not later than five calendar days after the receipt of an application requesting a recount of the votes in a borough election.

B. The clerk shall provide at least 24 hours' public notice of the time and place of the recount by posting in at least three conspicuous places. Notice shall be provided to the recount applicant, designated contact person and all candidates of the time and place of the recount by either certified mail, electronic mail, facsimile, or by telephone.

11.56.040 Procedure for recount.

A. For a recount of ballots, the clerk shall appoint an election board.

B. A recount shall be limited in its scope to a recount of the ballots by the election board.

C. In conducting the recount, the board shall review all ballots to determine which ballots or parts of ballots were properly marked, which ballots are to be counted in the recount, and shall check the accuracy of the original count and documentation provided by the election officials. The board shall check the number of ballots and questioned ballots cast in a precinct against the registers and shall check early and absentee ballots voted against early and absentee ballots distributed. The rules in HBC 11.40.080(D) governing the counting of hand-marked ballots shall be followed in the recount.

D. The ballots and other election materials shall remain in the custody of the clerk during the recount and the highest degree of care shall be exercised to protect the ballots against alteration or mutilation. The recount shall be completed within 10 calendar days after the receipt of an application requesting a recount of the votes in a borough election. The clerk may employ additional personnel necessary to assist in the recount.

E. The clerk shall have the authority to set rules governing the intent of this section.

11.56.050 Certification of recount result.

Upon completing the recount, the clerk shall provide a report of the results of the recount for submission to the assembly. The assembly shall issue a certificate of election.

11.56.060 Return of deposit and apportionment of expenses upon recount.

A. If, upon recount, a different candidate or position on a proposition or question is certified, or if the vote on recount is two percent or more in excess of the vote originally certified for the candidate or position on a proposition or question supported by the recount applicant, the entire deposit shall be refunded to the recount applicant.

B. If none of the requirements of subsection (A) of this section are met, the clerk shall refund any money remaining after the cost of the recount has been paid from the deposit. If the deposit is insufficient to cover the costs, the borough may recover the excess costs from the contestant. If the recount is obtained by voters, each of them shall be individually liable for the whole amount of the expenses.

11.56.070 Recount appeal – Judicial review.

A person qualified to request a recount may not appeal or seek judicial review of a recount for any cause unless the person is qualified to vote in the borough, exhausted all

Haines Borough
Ordinance No. 14-04-373
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administrative remedies before the clerk and the assembly, and has commenced an action in the superior court within 10 calendar days after the assembly has finally certified the election results. An appeal under this section shall be brought in the Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska. The appeal shall be heard by the court sitting as an appellate court and shall be governed by the applicable rules of procedure for appeals to the superior court in civil matters. Upon order of the court, the clerk shall furnish a record of the election recount, including ballots, registers, and other election material and papers as the court may demand. If an action under this section is not commenced within the 10-day period, the election and the election result shall be conclusive, final, and valid in all respects.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS
____ DAY OF _____, 2014.

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 04/08/14
Date of First Public Hearing: 04/22/14
Date of Second Public Hearing: ___/___/14



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-443

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Increase Terminal Tariff Rate for Lightering Float	1. Ordinance 14-04-374 2. Lightering Rate Options considered 3. Memo from Tourism Dept. on 4/9/14 4. Nov. 2012 Letter from Tourism Advisory Board
Originator: Harbormaster	
Originating Department: Ports and Harbors	
Date Submitted: 3/31/14	

Full Title/Motion:

Motion: Advance Ordinance 14-04-374 to a second public hearing on 5/13/14.

Administrative Recommendation:

The clerk, harbormaster, and finance director recommend this ordinance.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ N/A	\$	\$

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.:

4.5.5 Borough Enterprise Funds; Page 53

Consistent: Yes No**Summary Statement:**

History: The Port and Harbor Advisory Committee met jointly with the Tourism Advisory Board (TAB) on 10/11/12 to discuss possible increases to the PC Dock dockage rates, and they recommended incremental increases. After Finance Committee review, the Assembly adopted new dockage rates through Ordinance 13-08-348. This did not include changes to the lightering dock rates. The TAB had asked the former borough manager to delay changes to those rates until 2014. This is now coming to the assembly with the recommendation of the clerk, finance director, and harbormaster. Three rate increase options were considered, and staff recommends an incremental 5% increase to the rate each year with 2014 remaining the same. This ordinance was introduced on 4/8/14.

Referral:

Sent to:

Date:

Recommendation:

Refer to:

Meeting Date:

Assembly Action:

Workshop Date(s):

Public Hearing Date(s): 4/22/14

Meeting Date(s): 4/8/14 & 4/22/14

Tabled to Date:

AN ORDINANCE OF THE HAINES BOROUGH AMENDING THE PORT OF HAINES TERMINAL TARIFF NO. 3 TO PROVIDE FOR A 5% ANNUAL INCREASE TO THE LIGHTERING FACILITY FLAT FEE AND TO CLARIFY TERMS OF FACILITY USE.

BE IT ORDAINED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance shall not become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance is effective upon adoption.

Section 4. Amendment of Rule No. 34, 305, Page 15-B, Port of Haines Terminal Tariff No.3. Port of Haines Terminal Tariff No.3 page 15-B shall read, as follows:

NOTE: **Bolded**/UNDERLINED ITEMS ARE TO BE ADDED OR MOVED FROM A PREVIOUS PAGE STRIKETHROUGH ITEMS ARE DELETED

RULE NO. 34 TERMINAL TARIFFS

306. PORT CHILKOOT DOCK LIGHTERING FACILITY RATES

For use of Port Chilkoot Dock lightering float dock, including lightering to transfer passengers to or from larger vessels; to pick up or discharge passengers for local marine tours; moorage of vessels; and moorage of vessels unable to moor in the small boat harbor.

Rates per 24 Hour Period:

Lightering or transfer of passengers to or from a larger vessel:

Two hundred fifty (\$250) dollars flat rate per day.

Use of the facility by vessels with a capacity of ten passengers or more to load or unload passengers for tours or charters originating or ending in Haines: ~~This fee shall not apply to vessels mooring at the lightering facility for more than one hour per docking.~~

~~Twenty (\$20) dollars~~

Flat Fee	2014	2015	2016	2017	2018	2019
5% Annual Increase	\$20.00	\$21.00	\$22.05	\$23.15	\$24.31	\$25.53

~~When u~~Use of the **Port Chilkoot Dock Facility** is for temporary or emergency transient moorage, or under the terms **including the Lightering Float on a permanent or routine basis must be approved by the Borough Assembly in the form** of a preferential **special** use agreement approved by the Borough Assembly ("SUA"), ~~standard small boat harbor transient moorage rates shall apply. Such use shall only be i~~**in case of an emergency or lack of moorage space in the small boat harbor when the PC Dock Facility must be used for transient moorage, standard transient moorage rates shall apply** or under the terms of a PUA and shall apply for no more than seventy-two consecutive hours per vessel. Such use shall not interfere with the scheduled use of the dock by the other vessels. Following expiration of the seventy-two hour period, standard dockage rates shall apply.

All other vessels shall pay standard dockage rates.

Haines Borough
Ordinance No. 14-04-374
Page 2 of 2

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ____
DAY OF _____, 2014.

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 04/08/14
Date of First Public Hearing: 04/22/14
Date of Second Public Hearing: ___/___/14

LIGHTERING

Flat Fee		2012	2013	2014	2015	2016	2017
5% Annual Increase		\$20.00	\$21.00	\$22.05	\$23.15	\$24.31	\$25.53
HSFF 2012 Landings	409	\$ 8,180.00	\$ 8,589.00	\$ 9,018.45	\$ 9,469.37	\$ 9,942.84	\$ 10,439.98

Flat Fee		2012	2013	2014	2015	2016	2017
10% Annual Increase		\$20.00	\$22.00	\$24.20	\$26.62	\$29.28	\$32.21
HSFF 2012 Landings	409	\$ 8,180.00	\$ 8,998.00	\$ 9,897.80	\$ 10,887.58	\$ 11,976.34	\$ 13,173.97

Per Head		\$0.25	\$0.50	\$0.75	\$1.00
HSFF2012 Passengers	20,000	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00	\$ 20,000.00

MEMORANDUM



Haines Convention & Visitors Bureau

PO Box 530

Haines, AK 99827

(907) 766-2234 / (907) 766-3155 fax

www.haines.ak.us email: hcvb@haines.ak.us

To: Dave Sosa, Borough Manager
Cc: Stephanie Scott, Haines Mayor and Haines Borough Assembly
From: Tanya Carlson, Tourism Director
Date: 4/9/14
RE: Lightering Float Tariff

Phil Benner, Harbormaster, has submitted a rate increase recommendation for the lightering float fast ferry agreement. I do support and understand the need for an increase tariff and agree with the 5% incremental increase with 2014 remaining as is.

The fast ferry is a very important piece of Haines' visitor pie, accounting for approximately 20.3% of Haines visitors or nearly ¼. Currently, the borough has a special agreement with the Haines Skagway Fast Ferry for \$20 per docking.

The fast ferry sits on a rather precarious edge when it comes to pricing. Any increase in their docking fees will be passed on to the riders and/or the Tour Operators utilizing the fast ferry for their tours. The Tour Operators then have a very difficult choice 1) absorb the increase or 2) pass it along in their pricing to the cruise lines. The answer seems simple but it is not. Many of the Tour Operators have already spent the last couple years absorbing costs in higher fuel prices, increased insurance costs, etc. in order to **not** increase their rates to the cruise lines.

Why not increase the cruise lines pricing? Haines tours out of Skagway average \$200.39 per person. Aside from the actual tour cost these tours also have to tack on the fast ferry price. \$200 is a very tough sell when some cruises are going for as little as \$399 per person or if you're a family of four traveling it's now \$800 to enjoy a day trip in just one port of call. The cruise lines are sensitive to this issue. If they feel a tour has priced itself where it is no longer profitable they will drop the tour. 3 Haines tours were dropped in the last two years due to price increases.

How does this impact Haines? As more tours are dropped out of Skagway, fewer people come over either for tours or as independent travelers. This can be shown in the fast ferry statistics from 2011 to 2012 (also attached). That's fewer dollars going to sales tax; it could also mean one less job for someone in Haines, possible fewer sales in fuel for buses or boats, less food purchases that go into the snacks and lunches included in tours. All of those dollars not being spent were supporting other Haines businesses (gas stations, grocery stores, fisherman, etc.) and also paying into sales tax.

Fast Ferry Lightering Float Fee Estimates Based on Rough 2012 figures*

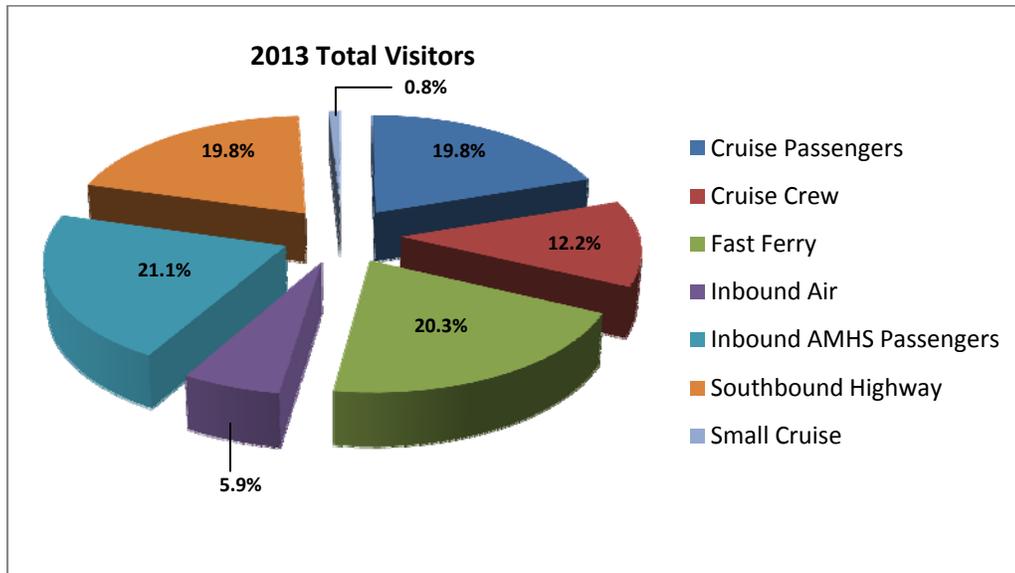
5% Increase per Docking per Year

		2014	2015	2016	2017	2018	2019
	# Dockings	\$ 20.00	\$ 21.00	\$ 22.05	\$ 23.15	\$ 24.31	\$ 25.53
May	54	\$ 1,080	\$ 1,134.00	\$ 1,190.70	\$ 1,250.24	\$ 1,312.75	\$ 1,378.38
June	96	\$ 1,920	\$ 2,016.00	\$ 2,116.80	\$ 2,222.64	\$ 2,333.77	\$ 2,450.46
July	113	\$ 2,260	\$ 2,373.00	\$ 2,491.65	\$ 2,616.23	\$ 2,747.04	\$ 2,884.40
August	117	\$ 2,340	\$ 2,457.00	\$ 2,579.85	\$ 2,708.84	\$ 2,844.28	\$ 2,986.50
September	78	\$ 1,560	\$ 1,638.00	\$ 1,719.90	\$ 1,805.90	\$ 1,896.19	\$ 1,991.00
Totals	458	\$ 9,160	\$ 9,618.00	\$ 10,098.90	\$ 10,603.85	\$ 11,134.04	\$ 11,690.74

* No 2013 data was available at the time of drafting this memo.

Total Visitors to Haines

2011 Totals		2012 Totals		2013 Totals	
Cruise Passengers	27,263	Cruise Passengers	30,991	Cruise Passengers	31,696
Cruise Crew	11,930	Cruise Crew	13,388	Cruise Crew	19,544
Fast Ferry	28,465	Fast Ferry	25,289	Fast Ferry	32,531
Air	8,324	Air	10,203	Inbound Air	9,501
AMHS Passengers	33,284	Inbound AMHS Passengers	33,575	Inbound AMHS Passengers	33,811
Southbound Highway	32,603	Southbound Highway	33,040	Southbound Highway	31,631
Small Cruise	-	Small Cruise	1,036	Small Cruise	1,325
	141,869		147,522		160,039



Haines Borough
Tourism Advisory Board
November 29, 2012

Mayor Scott, Mark Earnest, and Borough Assembly,

I am writing on behalf of the Haines Tourism Advisory Board regarding the proposed Port Tariff amendment to the lightering float at the PC Dock.

The Tourism Advisory Board (TAB) and the Port and Harbor Advisory Committee (PHAC) held a joint meeting on October 11, 2012, with the sole purpose of discussing the Port of Haines Terminal Tariff and developing recommendations for revision beginning in 2014. After lengthy discussion, the advisory committees agreed on a recommended tariff increase to the cruise ship terminal, however both committees also agreed that more information and data was needed prior to making a recommendation on the lightering float, and more specifically the tariff for the Haines Skagway Fast Ferry. The committees voted to table the item until March, allowing for adequate time for the retrieval of necessary information that accurately summarized the impact of a tariff increase at that terminal. The committees understood that March was a suitable timeframe, as the proposed increases would not take effect until 2014, and it was in advance of scheduling and pricing by the operators for the 2014 season.

The TAB was extremely disappointed to learn that the Finance Committee did not heed the recommendation from the joint meeting to postpone the discussion until March. Rather, the Finance Committee is recommending an annual 10% increase on the tariff over 5 years, which equates to a 61% increase at the conclusion of the 5 year period. At the joint meeting, Borough Manager Mark Earnest made it clear that the town of Haines needs to be sending the correct message to the tourism industry that the town supports the industry and wants to see it continually grow. The TAB fails to understand how a 61% increase over a 5 year period on an essential service within the tourism industry sends a positive message.

The possible ramifications from a tariff increase are enormous to the tourism industry, and it is our hope that the Borough Assembly also understands the value in delaying the discussion until March when more information can be presented. The Fast Ferry is a lifeline to tourism in the Haines Borough, without which tourism companies in Haines would not be able to survive. The Fast Ferry is under extreme pressure from the cruise line industry not to raise rates at this point in time, resulting in the additional cost of the tariff being burdened by the operating company. The profit margin for the Fast Ferry is minimal enough that any increases in costs threaten its survival.

The TAB does not understand the need or urgency to make this decision before more information can be obtained that helps better illustrate the impact of a tariff increase at the lightering terminal. The TAB continues to request that the discussion on the proposed Port Tariff amendment to the lightering float at the PC Dock be postponed until March, as recommended by the both the TAB and PHAC, in order to obtain further information on the economic impact to both operators and the town of Haines, as well as the actual costs associated with the operation of the dock.

Thank you in advance for your time and consideration.

Sincerely,

Ross Silkman
President - Tourism Advisory Board



Agenda Bill No.: 14-448
 Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Modify the Starting Date of Assembly Member and Mayor Regular Terms of Office	1. Ordinance 14-04-375
Originator: Agenda Bill prepared by Clerk's Office	
Originating Department: Administration	
Date Submitted: 4/1/2014	

Full Title/Motion:
 Motion: Advance Ordinance 14-04-375 to a second public hearing on 5/13/14.

Administrative Recommendation:
 This ordinance is recommended by the borough clerk.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ N/A	\$	\$

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.: N/A	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:
 This ordinance is a product of the Borough Assembly's election reform process. The Borough Clerk recommends this change so newly-elected assembly members/mayor can assume their duties immediately upon election certification, rather than waiting until the following Monday.

Referral:

Sent to:	Date:
Recommendation:	Meeting Date:
Refer to:	

Assembly Action:

Workshop Date(s):	Public Hearing Date(s): 4/22/14
Meeting Date(s): 4/8/14 & 4/22/14	Tabled to Date:

An Ordinance of the Haines Borough amending Haines Borough Code Title 2 Section 2.08.030 and 2.16.020 to modify the starting date of assembly member and mayor regular terms of office.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is of a general and permanent nature and the adopted amendment shall become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance is effective upon adoption.

Section 4. Amendment of Section 2.08.030 Section 2.08.030 of the Haines Borough Code is hereby amended as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE TO BE ADDED
STRIKETHROUGH ITEMS ARE DELETED

2.08.030 Election of assembly members – Terms.

An election is held annually, on the first Tuesday of October, to choose assembly members for three-year terms and until their successors have been elected and have qualified. The regular term of office begins ~~on the first Monday following certification~~ **immediately following certification** of the election. The assembly may not limit the number of consecutive terms a person may serve on the assembly unless a limit is set by ordinance ratified by the voters. The assembly may provide by ordinance terms not to exceed four years.

Section 5. Amendment of Section 2.16.020 Section 2.16.020 of the Haines Borough Code is hereby amended as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE ADDITIONS TO THE CURRENT LANGUAGE
STRIKETHROUGH ITEMS ARE DELETIONS

2.16.020 Qualifications, election and term of mayor.

A. Only an individual qualified to vote in any borough election and qualified as a resident of the borough shall be eligible to hold the office of mayor. The same residency requirements pertain to the mayor as to the assembly, as designated in HBC 2.08.020.

B. The mayor is elected at large for a term of three years and until a successor has been elected and is qualified. The current term of an incumbent mayor may not be altered. The regular term of the mayor begins ~~on the first Monday following certification~~ **immediately following certification** of the election.

C. No limit may be placed on the total number of terms or number of consecutive terms a mayor may serve except by ordinance ratified by the voters.

...

Haines Borough
Ordinance No. 14-04-375
Page 2 of 2

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ____
DAY OF _____, 2014.

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 04/08/14
Date of First Public Hearing: 04/22/14
Date of Second Public Hearing: ___/___/___



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-449

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Sale of Primary School Property Lots 6 & 7 to Aspen Management, LLC revised agreement	1. Ordinance 14-04-376 2. Ordinance 14-01-366 (original adopted ordinance) 3. Revised Agreement for Sale and Purchase
Originator: Borough Attorney	
Originating Department: Administration	
Date Submitted: 4/4/14	

Full Title/Motion:
Motion: Advance Ordinance 14-04-376 to a second public hearing at the special meeting on 4/29/14.

Administrative Recommendation:
The administration recommends this ordinance.

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ N/A	\$ N/A	\$ N/A

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.: 3E3, Page 115	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
History: This property was classified for sale by the Planning Commission (PC) on August 8th, 2013. On August 13 and 14th the Assembly concurred with the PC and voted to sell the property. On December 11th, the Haines Borough received an offer from Aspen Management, LLC. On January 7th, 2014 the assembly met in special session and decided the method of sale should be negotiation. The sale price has been negotiated as \$215,000. Per HBC 14.20.100 negotiated land sales are approved by the assembly by ordinance. The ordinance, 14-01-366 was adopted by the assembly on 2/25/14.

On 4/8/14 this new ordinance was introduced to the modify the terms of sale.

Referral:			
Sent to:		Date:	
Recommendation:	Refer to:	Meeting Date:	

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s): 4/22/14
Meeting Date(s): 4/8/14 & 4/22/14	Tabled to Date:

HAINES BOROUGH, ALASKA
ORDINANCE No. 14-04-376

A NON CODE ORDINANCE OF THE HAINES BOROUGH APPROVING THE SALE TO ASPEN MANAGEMENT LLC OF LOTS 6 AND 7 PRIMARY SCHOOL SUBDIVISION PLAT NO. 2008-21, HAINES RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.

WHEREAS, Lots 6 and 7 Primary School Subdivision Plat No. 2008-21, Haines Recording District, First Judicial District, State of Alaska (“the Property”) was classified for sale by the assembly with the advice of the planning commission, and the assembly directed the borough manager to commence negotiations for the sale of the Property; and

WHEREAS, negotiations were completed and an agreement on most terms regarding the sale of the Property was approved by the assembly; and

WHEREAS, the manager proceeded to complete the property sale process as authorized by Ordinance 14-01-366 upon the terms of the agreement draft attached to that ordinance, however in the sales process it became necessary to make revisions to the agreement draft; and

WHEREAS, the borough attorney advised that a new ordinance be adopted to authorize the revised sales agreement,

NOW, THEREFORE, BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is for the specific purpose of approving a sale of Lots 6 and 7, Primary School Subdivision, Plat No. 2008-21 Haines Recording District, State of Alaska (“the Property”) and shall not become a part of the Haines Borough Code;

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby;

Section 3. Effective Date. This ordinance is effective upon adoption;

Section 4. Purpose. This ordinance authorizes the sale of Property to Aspen Management, LLC upon the terms and conditions of a revised purchase and sale agreement;

Section 5. Authority. This ordinance is adopted under the authority granted the Assembly by HBC 14.20.010, HBC 14.20.020 and HBC 14.20.100 to approve the disposal of real property by negotiation; and

Section 6. Authorization and Approval. The borough manager is hereby authorized to complete the process of sale of the Property upon the terms and conditions set forth in the Agreement for Sale and Purchase of Real Estate attached hereto.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2014.

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 04/08/14
Date of First Public Hearing: 04/22/14
Date of Second Public Hearing: ___/___/___

A NON CODE ORDINANCE OF THE HAINES BOROUGH APPROVING THE SALE TO ASPEN MANAGEMENT LLC OF LOTS 6 AND 7 PRIMARY SCHOOL SUBDIVISION PLAT NO. 2008-21, HAINES RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.

LEGISLATIVE FINDINGS

WHEREAS, Lots 6 and 7 Primary School Subdivision Plat No. 2008-21, Haines Recording District, First Judicial District, State of Alaska ("the Property") has previously been classified for sale by the Assembly with the advice of the Planning Commission; and

WHEREAS, the Assembly has previously directed the Borough Manager to commence negotiations for the sale of the Property; and

WHEREAS, negotiations have been substantially completed and an agreement on most terms regarding the sale of the Property has been drafted for review and approval by the Assembly and has been reviewed by the Planning Commission;

NOW, THEREFORE, BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is for the specific purpose of approving a sale of Lots 6 and 7, Primary School Subdivision, Plat No. 2008-21 Haines Recording District, State of Alaska ("the Property") and shall not become a part of the Haines Borough Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstance is held to be invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance is effective upon adoption.

Section 4. Purpose. This ordinance authorizes the sale of the Property to Aspen Management, LLC upon the terms and conditions of a negotiated purchase and sale agreement.

Section 5. Authority. This ordinance is adopted under the authority granted the Assembly by HBC 14.20.010, HBC 14.20.020 and HBC 14.20.100 to approve the disposal of real property by negotiation.

Section 6. Authorization and Approval. The Borough Manager is hereby authorized to complete the process of sale of the Property upon the terms and conditions set forth in the Agreement for Sale and Purchase of Real Estate attached hereto.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS 25TH DAY OF FEBRUARY, 2014.

ATTEST:


Michelle Webb, Interim Borough Clerk




Stephanie Scott, Mayor

Date Introduced: 01/14/14
Date of First Public Hearing: 02/11/14
Date of Second Public Hearing: 02/25/14

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

For good and valuable consideration the receipt whereof is hereby acknowledged, the Haines Borough, an Alaska municipal corporation (“**Haines**” or “**City**” or “**Seller**”) and Aspen Management LLC (“**ASPEN**” or “**Buyer**”), an Alaskan limited liability company, hereby agree as follows:

1. Property to Be Sold.

(a) Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following-described real property and improvements:

Lot 6 and Lot 7 Primary School Subdivision , Plat No. 2008-21
Haines Recording District, First Judicial District, State of Alaska.

containing approximately 1.207 acres (collectively, the “**Property**”).

(b) At the Closing, Seller shall convey to Buyer all of the Property by Limited Warranty Deed in the form attached as Exhibit A subject to the following:

(i) Rights-of-way and easements of record acquired by any person or entity, public or private, including, but no limited to, public rights-of-way.

(ii) All restrictions, regulations, requirements, laws, ordinances, resolutions and orders of all boards, bureaus, commissions, departments and bodies of any municipal, state or federal authority.

(iii) Provisions and reservations as made applicable by terms of the U.S. Patent or by law.

(iv) A right for reversion whereby the Property will be reconveyed to Seller if the Improvements required by this Agreement have not been substantially completed within three (3) years of Closing.

(c) Buyer shall execute a Reverter Agreement as set forth in Exhibit B.

2. Price.

(a) Property Purchase Price. Buyer shall pay Seller two hundred fifteen thousand dollars (\$215,000) ("Purchase Price). The Purchase Price shall be paid by Buyer at closing in cash, by a bank cashier's check, or by wire transfer, in readily available funds into escrow with First American Title Company (The "Title Company") (Attention: _____, 8251 Glacier Highway, Juneau, AK 99801. Within ten (10) days after the Effective Date of this Agreement, Buyer shall deposit with the Title Company the sum of Ten Thousand Dollars (\$10,000) to be held as a nonrefundable earnest money payment (Earnest Money). At Closing, this earnest money shall be disbursed to Seller and credited to the Buyer.

3. Title Insurance.

(a) Seller, at Buyer's cost, shall provide to Buyer within fourteen (14) days of mutual execution of this Agreement a Preliminary Commitment to Issue Title Insurance for the Property. In the event that Buyer gives notice of a valid Material Title Defect within seven (7) days of receipt of said Preliminary Commitment, this Agreement shall terminate without further obligation on the part of either party. "Material Title Defect" shall include any matter affecting title which a reasonable person would consider to be a serious defect but shall not include imposition of any Institutional Controls on the Property by ADEC arising from the Prior Contamination.

(b) Nothing in this Agreement shall be construed to require Seller to expend funds to eliminate or clear any matter affecting title.

(c) Buyer may, at Buyer's sole option and expense, purchase Buyer's title insurance. Likewise if Seller wishes to purchase a Title Insurance policy for itself, it may do so at its own expense.

4. Conditions Precedent to Closing. The following matters shall be completed prior to or coincident with Closing or waived in writing by the parties ("Conditions Precedents to Closing"):

(a) Seller shall have obtained a "no further remedial action" letter from ADEC which specifies any Institutional Controls applicable to the Property and provided same to Buyer; and

(b) Seller and Buyer have complied with their respective obligations as set forth in Sections 5 and 6.

5. Seller's Obligations. Provided that (i) all Conditions Precedent to Closing set forth in Section 4 have been satisfied, (ii) this Agreement has not been cancelled, and (iii) Buyer has delivered (or will deliver) all items required to be delivered, then Seller shall deposit with Title Company at or before the Closing the following:

(a) The original Deed, duly executed by Seller, substantially in the form attached as Exhibit A;

(b) An original Reverter Agreement, duly executed by Seller, substantially in the form attached as Exhibit B; and

(c) Documents reasonably required by the Title Company such as an executed settlement statement or evidence of Seller's authority.

6. Buyer's Obligations. Provided that (i) all Conditions Precedent to Closing set forth in Section 4 have been satisfied, (ii) this Agreement has not been cancelled, and (iii) Seller has delivered (or will deliver) all items required to be delivered, then Buyer shall deposit with Title Company prior to the Closing date:

(a) The Purchase Price in cash or by wire transfer.

(b) An original Reverter Agreement, duly executed by Buyer, substantially in the form attached as Exhibit B; and

(c) Documents reasonably required by the Title Company such as an executed settlement statement or evidence of Buyer's authority.'

(d) Any commission due to Buyer's agent identified in paragraph 15.

7. Closing.

(a) The closing ("Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of First American Title Company at 8251 Glacier Highway, Juneau, AK 99801. The delivery of all sums due Seller pursuant to Section 2 above and the recording of documents by Title Company shall occur not later than March 31, 2014 (the "Closing Date"). All funds and documents shall be deemed simultaneously delivered on and as of the Closing Date. The Closing may occur on such earlier date as Buyer and Seller may agree but the Closing Date may not be extended without the written approval of both Seller and Buyer.

(b) In the event the Closing does not occur on or before the Closing Date, Title Company shall, unless it is notified in writing by both parties to the contrary within five (5) days after such date, return to the depositor thereof all items which may have been deposited with Title Company hereunder except the Earnest Money which shall be disbursed to Seller. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

(c) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

8. Remedies for Breach. Seller and Buyer shall have all remedies available by law and equity for any breach of this Agreement, including, but not limited to, the remedy of specific performance and the exercise of Seller's right of reverter.

9. Construction of Improvements. On or before three (3) years from the date of Closing, Buyer shall complete the construction of a hotel on the Property ("the Improvements") which required Buyer to invest at least three million dollars for construction of the Improvements. Upon completion of the Improvements Buyer shall promptly give Seller an appropriate notice of completion. Within sixty (60) days following substantial completion of the Improvements, Buyer shall furnish Seller with an itemized statement of the actual construction costs of the Improvements.

10. Hazardous Substances. Buyer acknowledges and agrees that there may be spilled, leaked or discharged Hazardous Substances (as defined below), or other substances on or in the groundwater or surface water of the Property which may contain oil, petroleum, hydrocarbons, asbestos, solvents, paints, thinners or other materials, substances or waste which are, or may, become regulated as hazardous or toxic under federal, state or local law, and the release or discharge of which is, or may become, prohibited by law, that Buyer has knowingly and voluntarily determined that its obligations under this Agreement need not be contingent upon the results of any assessment or inspection of the Property for any such substances by an engineer, contractor or other consultant.

11. Site Assessment and Hazardous Substances.

(a) Buyer further acknowledges that it has (i) thoroughly inspected the Property and has had complete access to inspect the Property, and (ii) evaluated to the extent Buyer deems necessary the need for an Environmental Site Assessment or any additional testing; and (iii) has had the opportunity to review Seller's files and ADEC file No. 1508.38.017 related to a leaking underground storage tank removed from the Property in October of 2009 and Seller's subsequent remediation efforts ("the Prior Contamination").

(b) Seller shall have no obligation to remediate or to incur any expense in connection with any environmental contamination and/or Hazardous Substances of any kind on the Property including, but not limited to the Prior Contamination. Any remediation of any such environmental contamination or Hazardous Substances or Prior Contamination at any time shall be at Buyer's sole cost or expense except as follows:

(i) Seller shall indemnify, defend and hold harmless Buyer from any liability cost or expense arising from any escape or migration of the Prior Contamination to real property adjacent to the Property whether such escape or migration occurs before or after Closing.

(c) Except for expenditures of Seller required by subsection 11(b)(i); nothing in this Agreement shall be construed to require Seller to expend funds for remediation or to accept a reduction in the Purchase Price or other consideration set forth in this Agreement.

(d) "Hazardous Substances" shall mean:

- (i) all substances, the clean up and disposal of which is regulated by the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) and the Resource Conservation Recovery Act (RCRA), both as amended and all implementing regulations and any similar or successor statutes and regulations;
- (ii) The applicable provisions of Title 46 of the Alaska Statutes and all implementing regulations, as amended and any similar or successor statutes and regulations; and
- (iii) All substances containing petroleum or other hydrocarbons, asbestos, solvents, paints, thinners or other materials, substances or waste which are or become regulated as hazardous or toxic under federal, state or local law.

(e) The terms of this Paragraph shall survive the Closing.

12. As Is, Where Is Sale, Release and Indemnification.

SELLER SELLS AND BUYER BUYS THE PROPERTY HEREUNDER "AS IS" AND "WHERE IS." OTHER THAN THE OBLIGATIONS ASSUMED BY SELLER UNDER PARAGRAPH 11(B)(i) ABOVE, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER WHATSOEVER FOR ANY VIOLATIONS OF ANY LAW, REGULATION, BUILDING CODE, ORDINANCE OR OTHER LEGAL REQUIREMENT OF ANY KIND WHATSOEVER APPLICABLE TO THE PROPERTY AS MAY BE DISCOVERED AT ANY TIME, INCLUDING BUT NOT LIMITED TO MATERIAL (OR NON-MATERIAL) HAZARDOUS SUBSTANCES CONTAMINATION, VIOLATIONS OF BUILDING OR SAFETY CODES, LATENT DEFECTS, DETERIORATION OR PROBLEMS OR LIABILITIES OF ANY KIND. BUYER HEREBY RELEASES SELLER FROM AND SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITIES, COSTS, EXPENSES OR CLAIMS OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY THAT MAY DATE TO OR ORIGINATE DURING THE TIME OF OWNERSHIP OF ALL OR ANY OF THE PROPERTY BY SELLER OR ITS PREDECESSORS IN INTEREST; **PROVIDED, HOWEVER,** THAT BUYER DOES NOT HEREBY RELEASE SELLER FROM AND SHALL HAVE NO RESPONSIBILITY TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM LIABILITIES, COSTS, EXPENSES OR CLAIMS,

IF ANY; (1) RELATED TO SELLER'S OBLIGATIONS UNDER SECTION 11(B)(i) OF THIS AGREEMENT OR; (2) FOR DAMAGES TO LAND OTHER THAN THE PROPERTY SOLD HEREUNDER AS SHALL DIRECTLY AND ENTIRELY RESULT FROM AND BE CAUSED BY ACTS OF SELLER, ITS AGENTS OR EMPLOYEES WHICH WERE PERFORMED ON LAND OTHER THAN THE PROPERTY SOLD HEREUNDER. THE INTENT OF THE PARTIES IS THAT BUYER HAS HAD ALREADY AND SHALL CONTINUE TO HAVE A THOROUGH OPPORTUNITY TO INSPECT AND STUDY THE PROPERTY BEFORE THE CLOSING, BUT THAT ONCE SUCH CLOSING OCCURS, SELLER WALKS AWAY FORM THE PROPERTY SO CONVEYED AND FROM ANY AND ALL LEGAL LIABILITY OR RESPONSIBILITY OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH SUCH PROPERTY, EXCEPT AS EXPRESSLY STATED HEREIN, AND THAT SELLER SHALL HAVE, AFTER THE CLOSING, NO FURTHER RESPONSIBILITY OR LIABILITY TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY CLAIMS OF ANY KIND THAT MAY ARISE AS TO OR IN CONNECTION WITH THE PROPERTY.

NEITHER SELLER, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, OR REPRESENTATIVES HAVE PREVIOUSLY NOR DOES UNDER THIS AGREEMENT MAKE ANY REPRESENTATIONS OR WARRANTIES, AND NONE OF THE PERSONS OR ENTITIES DESCRIBED ABOVE SHALL IN ANY WAY BE LIABLE FOR OR WITH RESPECT TO:

- (A) THE CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, OR FOR ANY USE WHATSOEVER;
- (B) THE PRESENCE OR EXISTENCE OF ANY HAZARDOUS SUBSTANCES, ASBESTOS, OIL OR OTHER PETROLEUM PRODUCT CONTAMINATION OR ANY OTHER MATERIAL AS TO WHICH THE DISCHARGE, LEAKAGE, SPILLAGE OR PRESENCE ON THE PROPERTY WOULD BE REGULATED BY APPLICABLE STATE OR FEDERAL LAW. BUYER PURCHASES THE PROPERTY "AS IS" AND "WHERE IS" AND ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS OF THE PROPERTY INCLUDING THE PRIOR CONTAMINATION (AND RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM THE SAME), INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL HAZARDS AND DETERIORATION FROM AGE, WEATHER, DISUSE, LIMITED MAINTENANCE OR OTHER CAUSES. BUYER ACKNOWLEDGES THAT BUYER HAS HAD THE OPPORTUNITY AND WILL HAVE THE OPPORTUNITY TO INSPECT THE PROPERTY AND WILL BE RELYING ENTIRELY THEREON.

BUYER ACKNOWLEDGES THAT NOTWITHSTANDING ANY PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR UNDERSTANDINGS, THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL SUCH PRIOR OR CONTEMPORANEOUS ORAL OR WRITTEN REPRESENTATIONS, STATEMENTS, DOCUMENTS OR WRITTEN AGREEMENT AND SHALL REMAIN UNAFFECTED BY ANY REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS SUBSEQUENT TO THE DATE HEREOF WHICH SHALL NOT BE REPRESENTED BY A MUTUALLY EXECUTED AMENDMENT TO THIS AGREEMENT.

The terms of this Paragraph shall survive the Closing.

13. Notices. All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered, mailed by certified mail with postage prepaid, or transmitted by facsimile to the location for each party designated herein. Either party may, by proper notice to the other, designate a different address for the giving of notice. Any notice shall be effective when personally delivered, or, if mailed as provided herein, five (5) business days after deposit, postage pre-paid in the U.S. Mails, or in the case of facsimile notice when sent, if answer back or confirmation received:

SELLER:

Haines Borough
P.O. Box 281
Haines, AK 99762

BUYER:

Aspen Management LLC
1105 Porter Way
Milton, WA 96534

With a courtesy copy to:

Brooks W. Chandler
Boyd, Chandler & Falconer, LLP
911 W. 8th Avenue, Suite 302
Anchorage, AK 99501
Facsimile No. 907/274-3698

14. Costs. Each party shall bear its own costs and attorneys fees, except as expressly provided herein. Unless specifically made the responsibility of one party elsewhere in the Agreement, all other fees and closing costs in connection with the Closing shall be paid by Buyer as required by HBC 14.20.060. Any and all prepaid expenses or income of any kind and all taxes and assessments shall be prorated.

15. Brokers. Seller represents to Buyer that Seller has not dealt with any broker or real estate agent regarding the Property of this transaction. Buyer represents to Seller that Buyer has dealt only with Glenda Gilbert of Race Realty (“Agent”). Buyer is solely responsible for payment of Agent’s commission and expressly agrees payment of Agent’s commission shall not be made from proceeds otherwise due Seller at Closing but shall be paid by Buyer in addition to the Purchase Price at or before Closing. Each party shall be responsible to defend, indemnify and hold harmless the other as to any claim made by any person or entity for a commission claimed due as a consequence of the indemnifying party’s acts or conduct.

16. Access to Premises. At all times during normal business hours prior to the Closing, Buyer shall, upon reasonable notice to Seller, have reasonable access to the Property for the purpose of making such inspections, examinations, tests or surveys of the Property as Buyer may reasonably desire.

17. Survival of Terms and Waiver. The terms and condition of this Agreement shall survive the Closing and are expressly intended to bind the parties notwithstanding any statute of limitations.

18. Merger. This Agreement expresses and embodies all understandings and agreements between the parties and is entered into after full investigation, neither party relying upon any statements or representation not embodied in this Agreement.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and may be modified only by a written instrument signed by both parties.

20. Relationship of the Parties. This Agreement shall not authorize either party to act as an agent for the other.

21. Law and Venue. This Agreement shall not be governed by and construed under the laws of the State of Alaska. Venue of any dispute shall be the Superior Court of the State of Alaska in Juneau, Alaska.

22. No Waiver. The failure of any party to insist upon the strict performance of any provision of this Agreement, or the failure to exercise any right, power or remedy available hereunder, shall not constitute a waiver by said party of any such provision as to any other breach or subsequent breach of the same or any other provision.

23. Warranties of Authority. Each party and each natural person who executes this Agreement on behalf of such party acknowledges, warrants, and represents for the benefit of the other party to this Agreement: (a) that such person is duly authorized and empowered to execute this Agreement on behalf of such party; (b) that such party has been duly formed and organized and is in good standing; (c) that all necessary and appropriate resolutions and actions by such

party's managers or ordinances by such party's governing body authorizing such party to enter into, execute, and perform this Agreement and the transactions contemplated by this Agreement have been obtained; and (d) that all steps have been taken and acts performed that are conditions precedent to making this Agreement valid, enforceable, and binding against such party in accordance with its terms and conditions.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute a single Agreement. This Agreement shall not become binding upon any Party unless and until at least one counterpart of this Agreement shall have been fully executed by each party hereto. Facsimile signatures shall be valid so long as an original signature shall be promptly delivered to the other party.

DATED: _____

SELLER:

HAINES BOROUGH

By: _____

Julie Cozzi

Its: Interim Borough Manager

DATED: _____

BUYER:

ASPEN MANAGEMENT LLC.

By: _____

George Swift

Its: President

STATE OF ALASKA)

) ss.

FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledge before me this _____ day of _____, 2014, by Julie Cozzi, Interim Manager of the Haines Borough, a municipal corporation, on behalf of the municipality.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
PIERCE COUNTY)

The foregoing instrument was acknowledge before me this _____ day of _____, 2014, by George Swift, the President of Aspen Management, LLC, an Alaskan limited liability company, on behalf of the company.

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: _____



MANAGER'S REPORT

DATE: April 22, 2013
TO: Mayor and Borough Assembly
FROM: David B. Sosa, Borough Manager

First Report:

It is with pleasure that I submit this first report as the Haines Borough Manager. I would like to thank the Assembly, the Borough Employees, and the members of our community for the warm reception that I received and for your patience as I transition into this role. I would especially like to thank Julie Cozzi for her assistance over the past several months and for her thorough and professional communication of the issues impacting Haines. My interaction with Julie and with the Department Heads in the period since I was selected to be the Manager greatly aided in preparing me for this position.

My intent for my first 30 days as the Manager is to communicate with all interested parties and learn about the issues of concern to our community. I will to assess the process and procedures employed by Borough Staff in the performance of their duties. At the end of this period it is my intent to convene a working group comprised of Department Heads so that we can collectively develop a "Way Forward" to continue the outstanding level of support that our employees provide to the community.

Adminsitration:

Personnel

Tourism Director: I have reviewed the applications submitted for the position of Tourism Director and consulted Ms. Julie Cozzi on establishing a hiring plan for this position. My intent is to form a hiring committee comprised of at least three department heads, and a member of the Tourism Advisory Committee. We will conduct another review, and then schedule interviews with those candidates deemed most competitive.

Facilities:

Borough Radio Communication System and E-911

The new E911 system is now in operation. In the second week of April our dispatch employees were trained in the operation of the new system by the manufacturer's technicians. With the exception of the Klehini Valley Volunteer Fire Department (KVVFD), all of the Borough radios have been replaced or re-programmed to be compliant with the Narrow Banding requirements of the FCC. KVVFD's radios are still operational, but the licensing requirements need to be updated and possibly the radios. We are working with the contractor to achieve this.

Library HVAC Controls

Sealed bids were opened April 14. Staff and the design engineer will review all aspects of the bids and have made make a recommendation for awarding of the contract to the Assembly.

High School Air Handling Unit

Notice to Proceed has been issued to the contractor, Behrends Mechanical. The completion date for this project is August 17, 2014.

PC Dock and Letnikof Harbor Upgrades

Work remaining at the PC Dock includes the completion of the hand rail system and the abutment work at the transition between the parking lot and the new trestle. At this time we do not foresee the need for the first cruise ship of the season to have to anchor out and lighter the passengers in to shore. Pacific Pile & Marine will move the crane barge and materials over to Letnikof Harbor on April 15 to begin work.

Klehini Fire Department New Septic System

Notice to Proceed has been issued to the contractor. The contractor continues to monitor the ground conditions. The plan is to begin work as soon as the ground conditions allow.

Third Avenue Reconstruction

A pre-bid meeting was held on April 14. Three local contractors were in attendance. Bids will be opened on April 29.

Allen Road AC Pipe Replacement

Staff has received the preliminary drawing for this project and have spent time reviewing the documents and marking them up with any necessary alterations. In the summer of 2013 the site was surveyed for this project. Allen Road is a State owned and maintained road. Borough Staff is working with ADOT to develop a plan that allows the Borough to work in the State Right Of Way to undertake this work. This road has a failing Ductile Iron waterline which has required five emergency repairs in the past four years.

Maintenance Facility Assessment

Staff is working to develop a comparison of work and funding required to renovate the existing maintenance shop or construct a new shop which would be attached to the public works shop.

Surplus Lumber at the Public Safety Building

During the design phase of the Port Chilkoot Dock it was estimated by PND Engineers that the removal and disposal of existing trestle and queuing area would cost more than \$250k. It was decided by the Assembly that the surplus lumber could be stored at the Public Safety Building and that sales of the lumber would commence by sealed bid. This decision was made before demolition and construction began last fall during an Assembly meeting.

The sales generated a net amount of approximately \$10k. The remaining lumber was contracted to be taken to Community Waste Solutions for final disposal and storage. There will be one more sale scheduled in late April or early May.

A large amount of the lumber that still remains at the PSB has been sold and is being stored with a deadline pick up date of May 9, 2014.

The rest of the lumber is contracted to be hauled away by CWS no later than June 1, 2014. If the mild weather continues it may be much sooner than that.

Finance:

Ordinance 14-03-372 (Follow-up) Borough Manager's purchasing authorization limits:

After the first Public Hearing on this matter I directed the Finance Officer to work with Department Heads in identifying adjusted purchasing authorization limits within the departments by position. This is complete and will serve as the basis for authorizations if this ordinance passes.

Fire & Emergency Services

Medical Service Area (MSA) Tax: Chief Bradford raised concerns about the apportionment of the MSA Tax between the Ambulance Service and other community medical providers. He has concern over the limited increase in Borough finding for this area and is deeply concerned about reductions in donations linked to their 501(3)(c) status. These donations have decreased from more than 10k per year to 3k per year.

What I requested from the Chief was a revised assessment of their anticipated expenditures based off of their projected percent of the MSA Tax and what they expect to receive in donations balanced against projected expenses. This will give me a better understanding of the situation and make it possible for me to make a recommendation regarding this fund. We reviewed the importance of operating with specific budgetary constraints but acknowledged the importance of the ambulance service to the community. I will provide additional updates as more information comes available.

Equipment: The department is reviewing their need for more communication equipment (radios and pagers) and will be providing me an update on this when complete. Work is underway on the repeater at 26 mile and for the Klehini Fire Department.

Land Assessment-Planning & Zoning:

Ordinance 14-02-370 (Follow-up) Haines Assisted Living Inc. exemption status: On April 15th Mr. Steve VanSant, the Alaska State Assessor, sent a message to Ms. Julie Cozzi notifying us that he is traveling and not scheduled to return on 19 April. He did not anticipate being able to provide the requested information until 21 April. I will provide a verbal update and any documentation available to the Assembly should that information be available in time for the Assembly Meeting on 22 April 2014.

Property Tax Assessments Concerns: Over the past week several members of the community expressed interest about the process employed for the Property Tax Assessment as well as concern over the appeals process. Mr. Dean Olsen, the Borough Assistant Assessor, prepared a document that addresses the concerns noted above. It is included as Attachment 1. Tax assessment is an area that many of our residents feel passionate about. As the attachment demonstrates, our methods are sound and based off of established practices. Additionally, the Borough employees approached this task with sensitivity to the concerns of the community, with a commitment to doing the job professionally, all while doing their utmost to keep the community informed. I am proud of the progress made and of the achievements of this dedicated team. We will continue to provide exceptional service and work to obtain the revenue that helps us ensure that essential services are delivered to the Borough.

Ports & Harbors:

Cruise Ship Dock Opening Ceremony: Work is in progress on an opening ceremony for the Cruise Ship Dock. The construction project was a significant one and it is felt that recognizing the structure and those who made it possible is warranted. I await input on anticipated costs for the ceremony, although they are expected to be minimal. Our Harbor Master has tentatively identified June 5th as the date for the celebration and we are coordinating with community organizations and individuals to confirm their ability to support and participate in the event.

Police:

Staffing: Is complete at this time with all positions filled. Field training is underway for their new police officer, Josh Dryden, and their new dispatcher, Sierra Hinkle.

Dispatch Project: The dispatch project is underway and new work centers and equipment have been set up. Training was conducted by Arcticom for the new Zetron system and dispatchers are now operating the system. They are tracking any issues to be addressed by the vendor. Work on the system will continue through June as needed.

Jail Security Monitoring Project: This project will begin later this month, however, a new flat screen monitor was installed to the current system, improving the ability to observe the jail from dispatch. The monitor will integrate into the new system.

Vehicles: All newer or low mileage vehicles have been assigned to the patrol officers and sergeant. Work is in progress on upgrades required for patrol on the Ford 500 and repairs to the Durango, which will be kept on line for another year as the Chief's vehicle.

Sheldon Museum & Cultural Center:

Visitor count: 489 visitors (nearly 100 more than in 2013 when there were 394 visitors to the museum in March). A significant difference is an increase in the number of children who came to the museum outside of school groups and special events. Last year only 9 came to the museum. This year we had 26 children visit.

Volunteer hours: 29 volunteers gave 119.5 hours, which is the same number as in 2013.

Upcoming Activities:

April 18-May 24, 2014: "Jeff Brown: Masterpieces of Merriment" exhibit of the visual humor of Jeff Brown.

April 25, 2014: "Heidi Robichaud Ivories" is on exhibit for two hours with the artist.

May 6-16, 2014: "A Fortnight of Learning" features daily evening lectures, local foods, and weekend hikes and tours targeted to the summer tour industry and the public. These will

teach more about the history, natural history, and culture of the Chilkat Valley and Haines.

May 27, 2014: Flint knapping demonstration and workshop.

Library/Museum catalog project: Migrating museum catalog records over to the library database so they can be found by the public doing topical searches. Library grant is being submitted to cover the costs of this project.

Tourism:

Interim Department Head: Ms Tammy Piper is filling the role of Interim Tourism Director until the hiring of a dedicated Tourism Director.

Bus Routes: On Monday 14 April I met with the Interim Tourism Director, The Executive Assistant, and Ms. Karen Hess to review considerations for bus routes servicing cruise ship passengers. Our objective is to ensure we provide the requested service in such a way that it meets the needs of the Borough, the ships passengers, our local businesses, and the vendor. The other critical piece is ensuring adequate coverage for the dates/times that we have larger vessels in port. With the variety of stakeholders involved there is also a need to engage and receive input about intended plans/options. We agreed that the Interim Tourism Director would publish a new draft bus route and then engage with stakeholders to solicit input.

No later than 18 April: Revised map with routes, timelines, etc are due the Manager

18 April-5 May: Solicit input from stakeholders on route

5 May-8 May: Revise map as required

9 May: Final date to sign service agreement

Closing Comments:

This has been an informative and fulfilling first two weeks as Manager which has served to confirm in my mind the decision to make Haines my new home. I look forward to continued opportunities to serve the members of this community.

Haines Borough Lands Department
P.O. Box 1209
Haines, Alaska 99827
Phone (907) 766-2231 (ext. 33)
Fax (907) 766-2716



4-16-2014

Dave,

The goal of the Haines Borough Land/Assessing Department for the 2014 valuation period was to the best of our ability provide a fair and equitable valuation of all taxable real property borough wide

Haines Borough Contract Assessor, Marty McGee, and Assistant Assessor, Dean Olsen worked together from October through March to establish the 2014 valuations mailed April 8, 2014. Standard practices for predictive modeling were used to determine the 2014 assessed values, which required examination of market conditions, relevant sales data, and property characteristics of the various market areas.

The following link for ***Property Assessments in Alaska*** outlines the standards for assessors as stated in Article XI, Section 3 of the Alaska Constitution.

Other sources of information for assistance in understanding the assessed value of taxable real property can be found at the ***Office of the State Assessor & Alaska Association of Assessing Officers*** web site via the following links:

A. Understanding your Assessment

<http://commerce.alaska.gov/dnn/Portals/4/pub/IAAO%20Understanding%20Your%20Assessment.pdf>

B. For the Property Owner Who Wants to Know

<http://commerce.alaska.gov/dnn/Portals/4/pub/IAAO%20For%20the%20Property%20Owner%20Who%20Wants%20to%20Know.pdf>

For the majority of property owners that feel that their assessed value should be changed; an appeal form needs to be completed and submitted to the assessing department. In cases where the value is in error as a result of a data entry error for the property, a corrected notice of value is printed and given to the owner of record instead of going through the appeal process. These situations can be sorted out when the property owner first contacts the borough office to question the valuation.

Once the Assessment notices are mailed, any changes to the original assessed values must be documented by the assessor. In order to follow a systematic procedure that will insure any changes in value are documented; as in past years, the assessors established steps to file a Real Property Appeal Form. The procedure is outlined along with detailed instructions, and helpful hints for the appellant provided with the Form.

Please let me know if you need additional information on the assessment process.

Sincerely,

Dean Olsen
Assistant Assessor
Haines Borough Land Department

Chilkat Center for the Arts

A Community Facility Operated by the Haines Borough

(907) 766-3573

facsimile (907) 766-3574

E-mail business@khns.org

Facility Administration Report March 2014

Usage:

March 8th, the day that will go down in weather infamy, was the day of the Haines Economic Summit which, despite the deluge of snow, hosted business interests from Whitehorse, Haines and Juneau. The summit was open to the public - anyone with an interest in the present and future of Haines and was a great use of the multi-faceted CCA.

In anticipation of a large turnout for the March 25th meeting of the assembly, the lobby (boasting a panoramic backdrop) was reserved and served as both committee and assembly chambers for the evening.

As the borough owns the Chilkat Center, the cost to the borough is reflected as an in-kind donation in the financials of the center.

Lynn Canal Community Players kicked off a night of local storytelling, something they hope with continue in the fall and winter months. The lobby was set-up café style and attracted a good crowd for the room and event. Seven storytellers at seven minutes seemed to work out just right. April 10th will be the next evening and then they will pick it up in the fall/winter.

The rest of the use this month was classes as usual which tend to fluctuate in student numbers but are always busy.

Maintenance

- Annette Smith painted the men's dressing room in the basement, a welcome and much appreciated improvement.
- The CCAB has done gone over all of the chairs in the theater to assess repair and/or replacement needs. The borough and custodian are also helping with this.
- The custodial person for the center has given notice and will be leaving April 15th.

Things to keep on the maintenance list:

- Window in the KHNS production studio – broken during the roofing project, needs replacement
- Windows in the dance studio and on the north side of the building need replacement– With summer coming along, the windows need to ventilate. As of now, only one window can open and that's not enough.
- The area in the basement ladies bathroom that was patched up during the conference needs to be addressed with a long term solution.

Submitted by Facilities Manager, Kay Clements, March 2014



Chilkat Center for the Arts			
3/31/2014			
Contact	Function	Participants	Amount
	Dance Studio		
Marnie Hartman	Yoga	82	135
Melina Shields	Yoga	78	150
Chorus Bishop	Seibukan Jujutsu	105	300
	Lobby		
SEARHC	Morning Muscles	21	30
St Michael's	Sunday Services	60	225
SEARHC	Strongwomen	55	120
Haines Borough	Assembly Meeting	60	75
Kim Sundberg	Birthday Party	20	75
LCCP	River of Story	60	75
	Conference Room		
KHNS	Board meeting	6	n/c
CCA	Board meeting	6	n/c
Parks and Rec	Board meeting	8	n/c
FCCA	Board meeting	7	n/c
	Auditorium		
Haines Borough and Chamber of Commerce	Economic Summit March 8th	80	350
	Subtotal	648	\$1,535
Haines Borough	In Kind Value for Assembly meeting and Economic Summit		(\$425)
	March Totals	648	\$1,110

March 2014 Haines Vol. Fire Dept. Monthly Report

The Haines Vol. Fire Dept. had one fire callout in March. The call was for a grass fire on the beach on the Chilkat River near Pyramid Island. Strong winds ignited an abandoned campfire causing the fire. A quick response prevented the fire from spreading across the road. Fire callouts for 2014 total 3. The Haines Vol. Fire Dept. responded to 14 ambulance callouts in March. Calls included one with chest pain, four with respiratory distress, one with altered level of consciousness, one fall, two cardiac arrest patients, one with extremity pain, one canceled enroute, and 3 medivacs/transport. Ambulance callouts for 2014 total 56. There were no SAR callouts in March. SAR callouts for 2014 total 1.

The first joint meeting for March was a business meeting followed by preplanning access and vehicle positioning for the Captains Choice, Alaska Indian Arts, and Chilkat Center. The ambulance training was Bloodborne Pathogens review presented by Jenn Walsh in conjunction with the EMT 1 class she is teaching. Most members continued with a overview of our expanded scope (medical procedures above standard EMT allowances). The fire training was search procedures by Fire LT. Chuck Mitman and Tanker 3 operations for engineers and drivers directed by Engine Capt. Danny Gonce.

Three members are participating in the EMT 1 class taught evenings and weekends by Jenn Walsh. A few department members and some community members have been guest lecturers. This 120 + hour class makes for long days and our appreciations to those taking and teaching.

Twenty one members participated in the Introduction to Search & Rescue class offered the end of March. Instructor Bruce Bowler (SEADOGS), along with Coast Guard and State Troopers brought a general understanding of Search and Rescue procedures. There were another 10 members of the community that participated and showed an interest in helping with SARs in the future. Thanks for your efforts participants.

Chuck Mitman, Cindy Jones, Jenn Walsh, and Al Badgley are attending the EMS symposium in Petersburg. A great variety of trainings are being presented.

Volunteer Hours for March 2014

HVFD Fire	157	HVFD Ambulance	460	SAR	336
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Volunteer Hours for 2014

HVFD Fire	435	HVFD Ambulance	958	SAR	341
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Total volunteer hours HVFD for 2014 1734 Hours

Respectfully submitted,



Al Badgley
HVFD Training Officer

SHELDON MUSEUM AND CULTURAL CENTER, INC
Board of Trustees Meeting Minutes
Thursday, March 20, 2014, 11:00 a.m. at the Sheldon Museum

CALL TO ORDER: 11:15 a.m. by Board President Jim Heaton

ATTENDANCE: BOARD: Jim Heaton, Michael Marks, Bob Adkins, John Hagen, and Dave Pahl STAFF: Helen Alten BOROUGH LIAISON: George Campbell GUESTS: Pam Randles, Kyle Gray

ADDITIONS TO THE AGENDA: None

APPROVAL OF AGENDA: M/S Dave & Michael to approve agenda - approved unanimously

APPROVAL OF MINUTES: M/S Michael & Bob to approve minutes - approved unanimously

STAFF REPORT: Visitor numbers and volunteer hours are up over last year at this time.

- The puppet exhibit has been very popular.
- Jeff Brown will be our next exhibit. His material needs to be picked up in Juneau (*two med/lrg boxes*). Tentative opening date is April 1. Exhibit will involve children's entertainment, balloons, etc.
- SMCC's first Six Week Spotlight will feature John Hagen. His exhibit opens mid-May.
- Possibilities for future exhibits include "Winter" from Colorado, "Africa" from the Smithsonian, and "Rainwear" from Minnesota. Helen is also exploring the possibility of an abstract art exhibit from Montana. This generated quite a bit of enthusiastic discussion, but will be a fairly expensive proposition and will take awhile to arrange.
- Elizabeth Peratrovich Day was a success.
- Attendance at the Spring Break Camp for children varied between 15 and 19.
- SMCC received a Rasmussen Foundation Grant for \$6000 to purchase a Donna Cattoti painting.
- Discussion involving moving the SMCC Gift Shop and finding much more storage space.
- Discussion involving artifacts, historical objects, and collections presently stored at Fort Seward.
- Helen is initiating dialogue with the Foraker Group,, which funds capital improvement projects by invitation only.

OLD BUSINESS: Open Board Seat – Kyle Grey, FNBA local manager, attended the meeting. He will inform the Board later if he decides to become a member.

- Wally Olson books – no new information. Need to talk to a New York lawyer regarding copyrights.
- Clan Trusts – No new information. Klukwan will be wanting the artifacts that they have loaned SMCC for their own museum in the near future. The Sockeye Clan is considering allowing SMCC to exhibit their artifacts.
- Pam Randles reported that the Eldred Rock field trip will be either May 17 or 18. Ed Page will meet them there and lighter them to shore. They plan to "bandage" some broken windows and leaky doors. USCG has approved this.

NEW BUSINESS: Halon Fire Suppression – Panel needs to be moved from front foyer. System should be inspected every 6 months. Current bid is \$2150 for each inspection. We have no bid on panel relocation yet. As the building is a Borough facility, they may be responsible. Helen will talk to Carlos about it.

- Long Range Planning – How do we merge with Borough planning (*Anway, Eldred Rock, SMCC itself*)? Discussion about several relevant topics followed, including suggestions to expand the membership program to include community ideas, a community survey, expand the Tlingit Language program into the schools, make overtures to the Chilkoot Indian Association to set up joint programs, and incorporating I-Pads into SMCC's exhibits.
- The annual Board planning retreat will be at Michael Marks home (*Soapsuds Alley*), Saturday, April 26, from 9 a.m. – 3 p.m. Lunch will be potluck.
- Eldred Rock Association – Pam Randles gave a synopsis of the Eldred Rock situation, and asked that the Board formalize its position in regard to the Eldred Rock project. Topics discussed included 501C3, insurance, incorporation, ownership, fundraising,, USCG, and US Forest Service involvement. One suggestion was that SMCC back completely out of Eldred Rock and let the Association pursue it independently.

- Fund Raising – Needs to be addressed during the upcoming Board Retreat. Discussion followed. Any fund raising project raises public awareness. Our present budget includes \$5000 from fundraising. Need to utilize volunteers instead of staff if possible. See about licensing Gold Rush (*TV program*) memorabilia.

BUDGET COMMITTEE MEETING: Michael and Jim H. will confer

BOARD COMMENTS & DISCUSSION: An Alaska State Dept. of Agriculture rep will be here April 11 (*tentative*). SMCC will ask her to do a mid-day presentation on seed potatoes and gardening.

- Helen will confer with Carlos about incorporating solar panels in our new roof repair.

BOARD PLANNING RETREAT will be at Michael Marks' home (*Soapsuds Alley*), Saturday, April 26, from 9 a.m. – 3 p.m. Lunch will be potluck.

NEXT BOARD MEETING: Wednesday, April 30, 2014 at 11:00 a.m

MEETING ADJOURNED: at 1:09 p.m.

Respectfully submitted,

Bob Adkins, Secretary

Park and Recreation Advisory Committee Meeting
March 31, 1730
Library Conference Room

Members present: Jon, Ron (via phone), Daymond (via phone), Sue, Jennifer, Rich, Joe
Public: Michelle Webb

1730

Call to order

Old minutes reviewed

1740

Michelle gave brief update on public process and voting, gave us applications to review for vacant seats.

1754

Quorum voted to make Rich Chappell a new member of committee and we renewed Ron Jackson's and Jon Hirsh's membership. We are awaiting confirmation for Rich Chapel from the Borough. Everyone supported these confirmations.

1755

Reviewed FY15 budget as well as letter to be given to Borough of our recommendations for allocation of funds.

Discussion followed on details of spending and weak points in letter such as MOU needed with mental health trust land, state parks. We made a motion to pass this letter. Everyone supported this budget.

Cabins, we felt needed a longer discussion with public input.

We decided we needed to have an open discussion at library with public invitation to talk about Huts/Cabins.

1900

Discussion on proposed sledding hill. Email was read by Jon from Darcie about sledding hill next to Mt Riley Rd.

Motion was made to support writing a letter to support effort of making sledding hill. Everyone supported this motion.

1911

Meeting adjourned.

Next meeting TBA

Dear Haines Borough Assembly,

The Parks and Recreation Advisory Committee voted some time ago in support of the 25 mile winter recreation memorial area, as proposed by Jim Stanford. This letter is to reiterate our support.

Sincerely,

Meredith Pochardt

PARC Chair

Park and Recreation Committee Letter of support

The Proposed Sled Hill project on Riley Hill was presented to the PARC in a rough draft form, and we believe this is an exciting project. The concept is not a new one, as it was stated in the Haines Comprehensive plan. There are many families in Haines that support winter recreation in town. Also, the one land owner in the vicinity, has showed great support and interest to help make this happen. It seems the clearing of the trees and stumps will happen at a minimal or no cost to the Borough. In addition, the liability aspects will be given attention. Having a designated sledding area in town, which can be designed for safety, and will help prevent sledding on public roads. Also, our group recognized the possibilities of the development in other trails, ie: biking, hiking, or cross country skiing. The Proposed Riley Sledding Park gets a thumbs up! We advise the Haines Borough Assembly to support this.

Haines Borough Park and Recreation Advisory Board`

From: Borough Manager

To: Haines Borough Assembly

Subj: Estimate of Sound Monitoring Costs

1. The assembly has directed the administration to submit a cost estimate for conducting a noise, social, and economic study regarding the proposed 26 mile heliport.
2. **Noise Impact Study:** The attached document details how the Federal Aviation Administration (FAA) uses a noise contour model to gauge the noise levels surrounding a airport or heliport. This modeling does not require a site visit and can be achieved for \$5000 to \$6000.
 - a. This option would provide a computer generated model of sound levels surrounding the proposed heliport. A second phase of this project could be “ground truthing” the numbers during actual operations. This is estimated to cost an additional \$1000 to \$1500 using an independent consultant.
 - b. Of note, the FAA has set a threshold of 65 decibels, above which, residential land use is not compatible. Before authorizing this spending, the Assembly may want to consider how they will use this data.
3. **Background Noise:** It is also possible to create a noise contour map showing noise levels of existing uses such as tour buses, heavy equipment, snow machines, etc. This would be an additional cost.
4. **Social Impact Study:** The administration asked a noise consultant how to address social impacts and his response is below.
 - a. “The social aspects are very subjective as people all respond to noise in a different manner. That is why the FAA uses a noise contour to predict compatibility and does not try to address the subjective issues. Noise quality can be associated with social aspects, along with surface transportation impacts and level of service to roadways if that is a concern. These things are normally addressed in an environmental assessment associated with heliport development but since there is no anticipated federal money involved, there is no federal requirement unless y’all want to prepare one on your own.”
5. **In House Impact Study:** The administration does have some ideas on how to conduct an “in house social impact study”, but to insure the validity of the study, We may need to share this method with the assembly in Executive Session. The cost of an” in house study” is estimated at \$1000 in staff time.
6. **Economic Impact Study:** The McDowell group has proposed an economic study of winter tourism in Haines. This \$29,000 study is expected to capture the economics of heliskiing in Haines. Changing the location of the heliport by itself, probably does not affect the economic impact of this industry. However, if the heliport change leads to a lodge and other recreational development, the economic impact could be significant in the long term.
7. **Unresolved Issues:** At present the language that will establish the conditions for the study has not been adopted. As is noted above, the wider the scope of the study the greater the cost. There is also a need to determine what our goals and thresholds are and determining what standard will be employed to determine future actions. The benefit to the FAA threshold of 65

decibels is that it is objective and easy to determine if there has been a violation. More subjective assessments, while taking into account the perceived differences of helicopter sound from other types of sound, have the potential to create decibel levels of one sound that are acceptable (snow machine or truck) and a similar or lower decibel level of another sound that is not permissible. Establishing parameters and conditions also provides a degree of certainty to all sides on the issue as a tool for moving forward.

8. **Recommendation:** The Administration requests that a motion be tabled authorizing the Manager to solicit bids for an FAA Noise Impact Study with background noise contours, and an on ground monitoring study of the specific model type aircraft as well as Background Noise monitoring for comparison. An additional recommendation is made that the Assembly schedule time to review various standards and select an objective criteria before the study is conducted.
9. **Recommended Motion:** The Administration requests that a motion be tabled authorizing the Manager to solicit bids for an FAA Noise Impact Study with background noise contours, and an on ground monitoring study of the specific model type aircraft as well as Background Noise monitoring for comparison.

Respectfully Submitted,

David B. Sosa

Borough Manager

Heliport Noise Study Requirements Outline

The Federal Aviation Administration (FAA) has developed specific requirements, guidelines and criteria for measuring, depicting and predicting aircraft and helicopter noise levels. Such noise levels are generated using an FAA approved noise model, in this case the Helicopter Noise Model (HNM). The model generates noise contours associated with helicopter operations at a specific site. The noise contours are generated using the Day-Night Noise Level (DNL) noise metric and consist of concentric “contour lines” around a heliport that represent equal points of noise energy expressed in terms of decibels (dBA). The noise contour lines are very similar to topographic contour lines that connect points of equal elevation. There are generally at least three such contour lines generated for each specific site; 65 DNL, 70 DNL and 75 DNL.

The larger the DNL number, the louder the contour, and the closer the contour is to the heliport. For instance, the 75 DNL contour is louder and smaller than the 65 DNL contour. The contour generally represents an annual average cumulative noise level that depicts all the operations performed by all helicopters using a specific site over a given twelve months. The contours can be adjusted to reflect seasonal operations that do not occur over a full twelve months. In addition, any operation that takes place between 10:00 pm and 7:00 am is assigned an additional 10 dB because noise is more intrusive during the nighttime hours.

The FAA has been given the responsibility to determine which noise metric to use and what land uses are non-compatible for helicopter or aircraft operations. The DNL metric has been determined to best reflect the way people respond to such noise and the 65 DNL noise contour has been determined to be the threshold noise contour for land use compatibility. The FAA has determined that noise sensitive uses; such as residences, schools, religious facilities and others are not compatible with noise levels of 65 DNL or greater. Therefore, aircraft and helicopter noise studies utilize the 65 DNL as the threshold contour for planning purposes. However, each community can determine its own definition of compatibility and use a different DNL contour if so desired.

In order to generate the contours, certain inputs are needed;

- Number of helicopter operations per day
- The type of helicopter generating those operations
- Time of day or night the operations are predicted to occur
- The approach and departure routes expected to be used

In addition, a current or future base map showing non-compatible land uses to determine noise intrusion is needed. If sufficient information, the model can be run from the office and no trips are necessary. If on-site noise measurements to determine ambient levels are requested, then an on-site visit is necessary. When considering a new heliport, other issues such as obstructions and hazards to flight should be considered.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-450

Assembly Meeting Date: 4/22/14

Business Item Description:		Attachments:
Subject: Authorize Contract for Haines Library Building Controls Conversion Project	Originator: Director of Public Facilities	1. Resolution 14-04-552 2. Solicitation of Bids 2. Bid Summary Sheet 3. Bids Received
Originating Department: Public Facilities	Date Submitted: 4/14/14	

Full Title/Motion:
Motion: Adopt Resolution 14-04-552.

Administrative Recommendation:
The director of public facilities recommends this resolution.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ 45,455	\$ 50,000 in CIP	\$ 0

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos. : N/A	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:
The Haines Borough Library Building Controls Conversion project consists of the replacement of the mechanical systems electronic controls at the library with direct digital controls (DDC) type. The Haines Borough Assembly appropriated \$50,000 in the FY14 budget's Capital Improvement Projects (CIP) fund for library mechanical controls.

The director of public facilities and the project engineer recommend this be awarded to Meridian Systems, the low bidder.

Referral:

Sent to:	Date:
Recommendation:	Meeting Date:
Refer to:	

Assembly Action:

Workshop Date(s): Meeting Date(s): 4/22/14	Public Hearing Date(s): Tabled to Date:
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HAINES BOROUGH PUBLIC NOTICE

REQUEST FOR SEALED BIDS

HAINES BOROUGH LIBRARY BUILDING CONTROLS CONVERSION



Notice is hereby given that the Haines Borough, Alaska, will receive sealed competitive BIDS from qualified and licensed contractors for the following project: "Haines Borough Library Building Controls Conversion," until 2:00 p.m., Local Time, ~~Thursday, April 10, 2014~~ Monday, **April 14, 2014 (per Addendum #1)**, at the Office of the Borough Clerk, Borough Administration Building, 103 Third Ave. S, P.O. Box 1209, Haines, Alaska 99827. The bid opening will be shortly after 2:00 p.m. on the same date in the Borough Administration Building conference room. Bids may be hand-delivered or mailed. Bids will not be accepted by email or fax.

Project Description: The work consists of the replacement of the mechanical systems electronic controls at the Haines Borough Public Library with direct digital controls (DDC) type. The project is located in Haines, Alaska.

Bidding, Contract and Technical Questions:

Attn: Doug Murray
Murray and Associates, P.C.
907 Capitol Avenue
Juneau, Alaska 99802
Telephone: (907) 780-6151
Email: dougm@murraypc.com

Bid Documents: The contract documents are available at no charge on the Haines Borough website: www.hainesalaska.gov/rfps for viewing and printing. Alternatively, you may request printing from the clerk's office for a fee.

Each bid shall be accompanied by a certified or cashier's check or Bid Bond, in the amount of 5 percent of the Total Bid Price payable to the Haines Borough, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. All bids must be submitted with copies of current Alaska and Haines Borough Business Licenses and a current Alaska Contractor's License.

The Haines Borough reserves the right to reject any or all bids, to waive any informality in a bid, and to make award to the lowest responsive, responsible bidder as it may best serve the interest of the Borough.

Physical Location

Borough Clerk
Haines Borough Offices
103 Third Ave. S.
Haines, AK 99827

Mailing Address

Borough Clerk
Haines Borough Offices
P.O. Box 1209
Haines, AK 99827

Haines Borough
 Bid Opening Record

Location: Borough Admin. Building

Project: Library Building Controls

Bidder	Bid Rcvd by Deadline	Bid on Req. Form, Complete, & Signed	Non-Collusion Afd.	Proof of AK & HB Business Licensing		Proof of AK Contractor's Cert. of Reg.	Bid Bond or Certf. Check of at least 5% of bid	Addenda Noted	<u>Base Bid</u>	Comments
Meridian Systems	x	x	x	x	x	x	x	x		Apparent Low Bid
Modifications										
Totals									\$ 45,455.00	
All Wire Electric	x	x	x	x	x	x	x	x		
Modifications										
Totals									\$ 53,000.00	
ATS Alaska	x	x	x	x	x	x	x	x		
Modifications										
Totals									\$ 63,759.00	
Alaska Integrated Systems	x	x	x	x	x	x	Received Late	x	x	
Modifications									x	
Totals									\$ 59,230.00	

Bid Opening - April 14th, 2014 approx. 2:30pm

Present:

Carlos Jimenez, Director of Public Facilities

Michelle Webb, Interim Clerk

Max Burnet, Alaska Integrated Systems

Shawn O'Brien, Pacific Rim

HAINES BOROUGH
Haines Borough Library Building Controls Conversion

BID SCHEDULE

Bid of MERIDIAN SYSTEMS, INC. (hereinafter called *Bidder*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Borough*). The Bidder agrees to furnish to the Haines Borough all information and data that may be requested to give evidence that the undersigned is properly qualified to carry out the obligations of the Contract Documents.

The undersigned Bidder agrees, if this bid is accepted, to furnish all tools, equipment, supplies, manufactured articles, labor, materials, services and incidentals, and to perform all work necessary to complete the work required under the Invitation to Bid by the completion dates and to accept as full payment the Contract Price stated on this Bid Form, and in the manner stipulated by the Request for Bids, subject to any negotiated changes in the work that might increase or decrease the contract amount. The Borough reserves the right to reject any and all bids and negotiate with the responsible bidder submitting the lowest bid amount.

Bidder accepts all of the terms and conditions of the Request for Bids and, if this bid is accepted, will furnish, within ten calendar days after the Notice of Intent to Award letter, the following documents required by borough code for this project:

1. Contract document or Agreement;
2. [Proof of insurance: general liability, auto insurance, worker's compensation];
3. Any overdue unpaid debts owed the borough must be current prior to award;
4. Payment and Performance bonds, if applicable; and
5. Subcontractor report, if applicable.

Bidder acknowledges receipt of the following addenda: Addendum #. 1 Initials: W Addendum #. _____ Initials: _____

Total BASE BID (Price in Digits): \$ 45,455

BIDDER INFORMATION:

Principal Contact: DAVID W. ILES

Business Name: MERIDIAN SYSTEMS, INC.

Business Physical Address: 401 W. INTERNATIONAL AIRPORT Rd SEE13 ANCHORAGE AK 99518

Business Mailing Address, if different: 200 W 34th # 969 ANCHORAGE AK 99503

Phone: 802 279 3326 Fax: 802 279 2345 Email: DAVE.WILES@MSTCONTRACTS.COM



Bidder's Authorized Signature

DAVID W. ILES

Printed Name

4/11/14

Date

HAINES BOROUGH
Haines Borough Library Building Controls Conversion

BID SCHEDULE

Bid of All Wire Electric LLC (hereinafter called *Bidder*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Borough*). The Bidder agrees to furnish to the Haines Borough all information and data that may be requested to give evidence that the undersigned is properly qualified to carry out the obligations of the Contract Documents.

The undersigned Bidder agrees, if this bid is accepted, to furnish all tools, equipment, supplies, manufactured articles, labor, materials, services and incidentals, and to perform all work necessary to complete the work required under the Invitation to Bid by the completion dates and to accept as full payment the Contract Price stated on this Bid Form, and in the manner stipulated by the Request for Bids, subject to any negotiated changes in the work that might increase or decrease the contract amount. The Borough reserves the right to reject any and all bids and negotiate with the responsible bidder submitting the lowest bid amount.

Bidder accepts all of the terms and conditions of the Request for Bids and, if this bid is accepted, will furnish, within ten calendar days after the Notice of Intent to Award letter, the following documents required by borough code for this project:

1. Contract document or Agreement;
2. [Proof of insurance: general liability, auto insurance, worker's compensation];
3. Any overdue unpaid debts owed the borough must be current prior to award;
4. Payment and Performance bonds, if applicable; and
5. Subcontractor report, if applicable.

Bidder acknowledges receipt of the following addenda: Addendum #. 1 Initials: SM Addendum #. _____ Initials: _____

Total BASE BID (Price in Digits): \$53,000.00

BIDDER INFORMATION:

Principal Contact: Stephen Manuel
Business Name: All Wire Electric
Business Physical Address: 140 E. 45th Ave Anchorage, AK 99503
Business Mailing Address, if different: _____
Phone: 907-339-9413 Fax: 907-339-9010 Email: Smanuel@allwireak.com


Bidder's Authorized Signature
Stephen Manuel
Printed Name

4-11-14
Date

HAINES BOROUGH
Haines Borough Library Building Controls Conversion

BID SCHEDULE

Bid of ATS Alaska (hereinafter called *Bidder*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Borough*). The Bidder agrees to furnish to the Haines Borough all information and data that may be requested to give evidence that the undersigned is properly qualified to carry out the obligations of the Contract Documents.

The undersigned Bidder agrees, if this bid is accepted, to furnish all tools, equipment, supplies, manufactured articles, labor, materials, services and incidentals, and to perform all work necessary to complete the work required under the Invitation to Bid by the completion dates and to accept as full payment the Contract Price stated on this Bid Form, and in the manner stipulated by the Request for Bids, subject to any negotiated changes in the work that might increase or decrease the contract amount. The Borough reserves the right to reject any and all bids and negotiate with the responsible bidder submitting the lowest bid amount.

Bidder accepts all of the terms and conditions of the Request for Bids and, if this bid is accepted, will furnish, within ten calendar days after the Notice of Intent to Award letter, the following documents required by borough code for this project:

1. Contract document or Agreement;
2. [Proof of insurance: general liability, auto insurance, worker's compensation];
3. Any overdue unpaid debts owed the borough must be current prior to award;
4. Payment and Performance bonds, if applicable; and
5. Subcontractor report, if applicable.

Bidder acknowledges receipt of the following addenda: Addendum # 1 Initials: JWN Addendum # _____ Initials: _____

Total BASE BID (Price in Digits): \$63,759.00

BIDDER INFORMATION:

Principal Contact: Jacob Noel

Business Name: ATS Alaska

Business Physical Address: 139 E. 51ST Ave, Suite 100, Anchorage, AK 99503

Business Mailing Address, if different: same

Phone: 907-868-5100 Fax: 907-868-5123 Email: JNoel@atsalaska.com

Jacob W Noel
Bidder's Authorized Signature

Jacob W. Noel
Printed Name

4/11/14
Date

HAINES BOROUGH
Haines Borough Library Building Controls Conversion

BID SCHEDULE

Bid of Alaska Integrated Services (hereinafter called *Bidder*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Borough*). The Bidder agrees to furnish to the Haines Borough all information and data that may be requested to give evidence that the undersigned is properly qualified to carry out the obligations of the Contract Documents.

The undersigned Bidder agrees, if this bid is accepted, to furnish all tools, equipment, supplies, manufactured articles, labor, materials, services and incidentals, and to perform all work necessary to complete the work required under the Invitation to Bid by the completion dates and to accept as full payment the Contract Price stated on this Bid Form, and in the manner stipulated by the Request for Bids, subject to any negotiated changes in the work that might increase or decrease the contract amount. The Borough reserves the right to reject any and all bids and negotiate with the responsible bidder submitting the lowest bid amount.

Bidder accepts all of the terms and conditions of the Request for Bids and, if this bid is accepted, will furnish, within ten calendar days after the Notice of Intent to Award letter, the following documents required by borough code for this project:

1. Contract document or Agreement;
2. [Proof of insurance: general liability, auto insurance, worker's compensation];
3. Any overdue unpaid debts owed the borough must be current prior to award;
4. Payment and Performance bonds, if applicable; and
5. Subcontractor report, if applicable.

Bidder acknowledges receipt of the following addenda: Addendum # 1 Initials: EC Addendum # _____ Initials: _____

Total BASE BID (Price in Digits): \$59,230.00

BIDDER INFORMATION:

Principal Contact: Bret Burnett & Eric P. Chase
Business Name: Alaska Integrated Services
Business Physical Address: 9509 Maier Dr, Suite 201, Juneau, AK 99801
Business Mailing Address, if different: _____
Phone: 907-789-0214 Fax: _____ Email: BretBeakintegrated.com
EricC@akintegrated.com

Eric P. Chase
Bidder's Authorized Signature
Eric P. Chase
Printed Name

4/14/14
Date



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-453
Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Contract with Murray and Associates, P.C. for construction services for the Haines School fans	1. Resolution 14-04-553 2. Murray and Assoc. Proposal
Originator: Director of Public Facilities (Agenda Bill by Clerk's Office)	
Originating Department: Public Facilities	
Date Submitted: 4/11/14	

Full Title/Motion:
 Motion: Adopt Resolution 14-04-553

Administrative Recommendation:
 The Director of Public Facilities recommends adoption of this resolution.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ 16,604	\$ 110,000	\$ 0

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.: Objective 18B, Page 300	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

The Haines Borough on 2/24/14 contracted with Behrends Mechanical for the Haines School Fans Replacement project for an amount not-to-exceed \$319,235, with construction to be finished in summer 2014. The work consists of the replacement of the Haines School ventilation units VU-1, VU-2, and VU-3 supply and return fans, which supply ventilation air to the original areas of the school complex. The Haines Borough Assembly on 5/28/13 approved a Murray and Associates, P.C. proposal of \$27,269 for mechanical and electrical engineering to produce the bid documents for this project. Murray and Associates also provided a proposal of \$19,742 for construction services, including project/pre-construction meetings; project coordination; submittal review; inspection; as-built drawings preparation; and follow-up to inspection reports. Murray and Associates has since reduced its proposed construction services fee to \$16,604.

Referral:

Sent to:	Date:
Recommendation:	Meeting Date:
Refer to:	

Assembly Action:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 4/22/14	Tabled to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with Murray and Associates, P.C. in the amount of \$16,604 for construction services for the Haines School fans replacement project.

WHEREAS, the Haines Borough on 2/24/14 contracted with Behrends Mechanical for the Haines School Fans Replacement project for an amount not-to-exceed \$319,235, with construction to be finished in summer 2014; and

WHEREAS, the work consists of the replacement of the Haines School ventilation units VU-1, VU-2, and VU-3 supply and return fans, which supply ventilation air to the original areas of the school complex; and

WHEREAS, the Haines Borough Assembly on 5/28/13 approved a Murray and Associates, P.C. proposal of \$27,269 for mechanical and electrical engineering to produce the bid documents for this project; and

WHEREAS, Murray and Associates also provided a proposal of \$19,742 for construction services, including project/pre-construction meetings; project coordination; submittal review; inspection; as-built drawings preparation; and follow-up to inspection reports; and

WHEREAS, on the recommendation of a previous Borough Administration, the Murray and Associates proposal was considered only through bidding, with the construction services portion to be addressed at a later date; and

WHEREAS, Murray and Associates has since reduced its proposed construction services fee to \$16,604; and

WHEREAS, Murray and Associates already has received coordination questions on submittals from the Contractor, and the Director of Public Facilities recommends approving the construction services proposal at this time; and

WHEREAS, the Borough will fund the project with advanced engineering funds and have requested one-half of the costs to be paid from the Haines Borough School budget, which will be decided at the next School Board Meeting in May of 2014,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to contract with Murray and Associates, P.C. in the amount of \$16,604 for construction services for the Haines School fans replacement project.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this _____ day of _____, 2014.

Stephanie Scott, Borough Mayor

Attest:

Michelle L. Webb, Interim Borough Clerk

Murray & Associates, P. C.
P.O. Box 21081
Juneau, Alaska 99802

Client: Haines Borough Attn: Carlos Jimenez
Project Name: Haines School Fan Replacement
Date: 04/11/14
Project Number: M-473.1

Fee Schedule (\$/HR)	145	110	95	85		
TASK DESCRIPTION	PRIN ENG (HRS.)	PRO ENGR I (HRS.)	DES ENGR II (HRS.)	DFTR (HRS.)		SUBTOTAL (\$)
BASE CONSTRUCTION SERVICES - MECHANICAL						
Project/Construction Meetings via Telephone (2)	0	2	0		\$	220
Project Coordination	2	26	4	2	\$	3,700
Submittal Review (2 submittals)	1	8	20		\$	2,925
Progress Insp. (1) with memo	0	9	0		\$	990
Substantial Completion Inspection with Report, Day Trip	1	16	0		\$	1,905
Final Completion Inspection with Report, Day Trip	2	14	0		\$	1,830
As-Built Drawings Preparation	1	1	0	2	\$	425
Follow-up to Inspection Reports - In office	1	2	1		\$	460
MECH CONST. SERVICES TOTAL; TIME & EXPENSE:	8	78	25	4	\$	12,455
CS Trip Expenses (3), plus 10%					\$	1,100
ELEC ENGINEERING CONST SERVICES TOTAL (Begenyi, See Attached):					\$	2,823
MAPC Mark-up - 8%					\$	226
ENGINEERING CONSTRUCTION SERVICES TOTAL, TIME & EXPENSE:					\$	16,604

Scope of work consists of the mech & elec construction services for the Haines School Original Fans Replacement VU-1, VU-2, VU-3. Services are expected to be completed in 2014.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-452

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Operational Costs of a privately funded sauna at the Haines Pool	1. Resolution 14-04-554 2. Sauna Memo 3. Letter from Chamber of Commerce
Originator: Darsie Culbeck	
Originating Department: Administration	
Date Submitted: 3/17/14	

Full Title/Motion:
 Motion: Adopt Resolution 14-04-554.

Administrative Recommendation:
 This resolution is recommended by the executive assistant.

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ 800 or less annually	\$	\$

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos. : Goal 14, Objective 14A, 14B, 14C, and 3L - Page 235.	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
 This resolution obligates the Haines Borough to fund the operation of a sauna at the Haines Pool, if private funds are used to purchase and install the sauna. Yearly costs are expected to be less than \$800 and may be offset by additional pool revenues.

A similar resolution, 14-04-547, failed in a 3-1 vote on 4/8/14. The assembly requested that this matter be returned to them this meeting with the successful amendment incorporated.

Referral:			
Sent to:		Date:	
Recommendation:	Refer to:	Meeting Date:	

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s): N/A
Meeting Date(s): 4/22/14	Tabled to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to pay for the operation and maintenance of a sauna at the Haines pool if the sauna is purchased with private funds.

WHEREAS, the Haines Borough 2025 Comprehensive Plan Goal 14 directs the Haines Borough to “provide a diversity of parks, recreation facilities, trails and open spaces to foster the health and wellness of Haines Residents”; and

WHEREAS, the comprehensive plan Objective 14B directs the Haines Borough to “keep the swimming pool in good repair and provide a range of programs that cater to different user groups”; and

WHEREAS, the comprehensive plan Objective 14C directs the Haines Borough to “create public place for indoor fitness equipment and recreation”; and

WHEREAS, the pool manager and more than thirty residents have indicated their support of a community sauna at the Haines pool; and

WHEREAS, the Haines Chamber of Commerce is willing to fundraise for the purchase and installation of a sauna at the Haines pool,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough accepts the costs of operating and maintaining a sauna at the Haines Borough pool facility, if the sauna is purchased and installed by the Borough with funds donated from private sources.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this _____ day of _____, 2014.

Stephanie Scott, Borough Mayor

Attest:

Michelle Webb, Interim Borough Clerk

Sauna Proposal

Thirty community members have signed a petition supporting the installation of a sauna at the Haines Borough Swimming Pool. The pool manager, Haines Dolphins swim coach, Haines Borough Public Facilities Director, Parks and Recreation Advisory Board and Haines Chamber of Commerce are in favor of a sauna for the following reasons;

Pool marketing and more users; a sauna should bring in more users and create additional pool revenues. A sauna also adds to the idea of a multiuse pool complex with exercise machines, yoga, and fitness classes in addition to swimming.

Possible energy savings; a sauna will allow swimmers to warm up before and after swimming. This allows the water temperature to remain at 80 instead of the 81-83 requested by some users.

Economic Development; A sauna could be seen as a “plus” when someone is considering moving to Haines. This fits in with the Location Neutral Economy referenced in the 2025 Haines Borough Comprehensive Plan.

Health Benefits; Saunas have numerous well documented health benefits including stress reduction, elimination of toxics, improvements to the cardio vascular system, and helps with chronic fatigue, mild depression, rheumatoid arthritis, musculoskeletal pain and skin conditions. For more details; <http://www.drwhitaker.com/the-health-benefits-of-saunas/>

The Haines Chamber of Commerce feels that a sauna has economic and wellness value to the community and has agreed to fundraise for the purchase and installation of the sauna. It is hoped that the Haines Borough will cover the operational costs which are detailed below.

Operation costs

Electricity use; It is estimated that a sauna will cost \$2.94 per day, based on 3 hours of use per day. At 5 days per week and 52 weeks per year, the yearly costs will \$764.

Electricity math; (\$0.22 per kwh was used) A traditional heated sauna uses a 8 kW heater, 240 volt, 3 phase power; The average cost per kWh of electricity in Haines is approximately \$0.22 so a 8 kW heater will cost approximately \$1.68 to run for one hour, if the heater runs continuously for one hour. Typically a sauna heater will run for 75% of the first hour and 50% of subsequent hours because the space is preheated. Thus, a 8 kW heater will cost about \$1.26 the first hour and \$.84 each subsequent hour of continuous use.

The sauna would be located on “Deck” near the East stairs.



Haines Chamber of Commerce

"Working Together to Build Business & Community"

219 Main Street, Suite 14

PO Box 1449 · Haines, AK 99827

907-766-2202 · 907-766-2271 (Fax)

chamber@haineschamber.org · www.haineschamber.org

April 3, 2014

2014 Board of Directors

Barbara J. Mulford,
President
Takshanuk Mountain
Trail, Inc.

**Rodney Hinson, Vice
President**
Alaska Rod's

Patty Campbell,
Secretary
Haines Cable TV/ Radio
Shack Dealer

Scott Sunberg,
Director
Southeast Alaska
Backcountry Adventures

Kathi Lapp, Director
Chilkat Snowburners

William Kurz, Director
Haines Port
Development Council

Stan Mazenkis,
Director
The Butler Did It

Kyle Gray, Director
First National Bank
Alaska

Thomas Ely, Director
Sockeye Cycle

Tanya Carlson,
Ex-Officio Member
Tourism Director

Shori Heaton,
Haines Chamber of
Commerce Office
Manager

Dear Respected Mayor and Assembly Members,

The Haines Chamber of Commerce writes this letter of support for the construction and maintenance of a community sauna to be located at the Haines Community Pool.

The mission of the Greater Haines Chamber of Commerce is to promote economic growth that contributes to the local quality of life by:

- * **Advocating the interests of its membership to the community and government organizations.**
- * **Facilitating cooperative programs that provide the resources necessary for business.**
- * **Educating its members and the community on the importance of a sustainable economy.**

At our last Board meeting, the Haines Chamber Board of Directors voted unanimously to not only support the establishment of a sauna at our local pool but to also be the 'fiscal sponsor' of this endeavor. The Board feels that this addition will be an enhancement to the recreational aspect of our community and will be an additional draw to individuals and families considering visiting or relocating to our community.

As a fiscal sponsor, the Chamber will coordinate fundraising efforts, soliciting sponsorships to 'Friends of the Haines Sauna', collect these contributions and, once the financial goal is met, issue payment to the Haines Borough.

The Haines Chamber strives to improve commerce within our community. The addition of a sauna at our pool is an effort to attract 'Location Neutral' residents and families, thus providing new citizens purchasing goods and services locally.

We see this as an opportunity to continue our working relationship with our local government and hope you look favorably on this endeavor and realize the benefits that outweigh future maintenance costs.

Sincerely,
The Greater Haines Chamber of Commerce
Board of Directors



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-455

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Port Fees Waived for Cruise Ship Docking FY15	1. Resolution 14-04-555 2. Resolution 11-05-279 (original ordinance) 3. Memo from Tourism Department
Originator: Tourism Director	
Originating Department: Tourism Department	
Date Submitted: 4/15/14	

Full Title/Motion:
Motion: Adopt Resolution 14-04-555.

Administrative Recommendation:
This resolution is recommended by the Tourism Department.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ N/A	\$	\$

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.:	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

Due to the downward drop of cruise passengers and severe economic loss in the Southeast region, the second tier ports will work to increase visitation by offering this exclusive cruise as "Alaska BackRoads" to enhance the local economies and improve visitation to the communities. Two cruise lines, Celebrity (Royal Caribbean Cruises, Ltd.) and Princess (Princess Cruise Lines, Ltd.), were "the first to sign" on to "Alaska BackRoads" marketing concept. Request is for the Haines Borough Assembly to officially waive the dockage fees of \$13,412.00 for the first year for the committed dockings of both the Celebrity and Princess cruise ship lines, who have both accepted this itinerary first as a part of the "Alaska BackRoads" program.

Referral:

Sent to:	Date:
Recommendation:	Refer to: Meeting Date:

Assembly Action:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 4/22/14	Tabled to Date:

A Resolution of the Haines Borough Assembly supporting waived port fees for the adopted "Alaska Backroads" marketing concept for both Celebrity and Princess committed cruise ship dockings in FY 15.

WHEREAS, the Haines Borough is supportive of cooperative efforts based on a partnership involving second tier ports of Southeast Alaska working in unison to provide a new cruise marketing itinerary, known as "Alaska Backroads"; and

WHEREAS, due to the downward drop of cruise passengers and severe economic loss in the Southeast region, the second tier ports will work to increase visitation by offering this exclusive cruise as "Alaska Backroads" to enhance the local economies and improve visitation to the communities; and

WHEREAS, this new marketing itinerary was presented by a delegation to cruise lines representative to market this itinerary to their repeat passengers to return to Alaska with a new cruise itinerary option and for new passengers looking to visit less crowded ports; and

WHEREAS, two cruise lines, Celebrity (Royal Caribbean Cruises, Ltd.) and Princess (Princess Cruise Lines, Ltd.), were "the first to sign" on to "Alaska Backroads" marketing concept; and

WHEREAS, therefore, both companies are eligible for waived port fees due to the Port Chilkoot Dock fund with this adopted Resolution #11-05-279 adopted on May 24th, 2011; and

WHEREAS, Haines is uniquely positioned to participate in this weekly cruise itinerary to showcase Haines' well-known attractions, history, tours, activities, natural qualities, services and products to passengers and crew; and

WHEREAS, the "Alaska Backroads" itinerary will make a strong statement of continuing to further a successful relationship with a cruise line and enhance Haines' community for visitors and residents; and

WHEREAS, the "Alaska Backroads" itinerary will make a strong statement of continuing to further a successful relationship with a cruise line and enhance Haines' community for visitors and residents; and

WHEREAS, Celebrity has committed to two docking of their 965 foot ship, The Infinity, in FY 15 which will constitute an estimated \$6,755.00 in dockage fees; and

WHEREAS, Princess has committed to two docking of their 951 foot ship, The Crown, in FY 15 which will constitute an estimated \$6,657.00 in dockage fees; and

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly will officially waive the dockage fees of \$13,412.00 for the first year for the committed dockings of both the Celebrity and Princess cruise ship lines, who have both accepted this itinerary first as a part of the "Alaska Backroads" program.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this ____ day of _____, 2014.

Haines Borough
Resolution No. 10-03-189
Page 2 of 2

Stephanie Scott, Borough Mayor

Attest:

Michelle L. Webb, Interim Borough Clerk

A Resolution of the Haines Borough Assembly supporting waived port fees for the adopted "Alaska Backroads" marketing concept for both Celebrity and Princess committed cruise ship dockings in FY 15.

WHEREAS, the Haines Borough is supportive of cooperative efforts based on a partnership involving second tier ports of Southeast Alaska working in unison to provide a new cruise marketing itinerary, known as "Alaska Backroads"; and

WHEREAS, due to the downward drop of cruise passengers and severe economic loss in the Southeast region, the second tier ports will work to increase visitation by offering this exclusive cruise as "Alaska Backroads" to enhance the local economies and improve visitation to the communities; and

WHEREAS, this new marketing itinerary was presented by a delegation to cruise lines representative to market this itinerary to their repeat passengers to return to Alaska with a new cruise itinerary option and for new passengers looking to visit less crowded ports; and

WHEREAS, two cruise lines, Celebrity (Royal Caribbean Cruises, Ltd.) and Princess (Princess Cruise Lines, Ltd.), were "the first to sign" on to "Alaska Backroads" marketing concept; and

WHEREAS, therefore, both companies are eligible for waived port fees due to the Port Chilkoot Dock fund with this adopted Resolution #11-05-279 adopted on May 24th, 2011; and

WHEREAS, Haines is uniquely positioned to participate in this weekly cruise itinerary to showcase Haines' well-known attractions, history, tours, activities, natural qualities, services and products to passengers and crew; and

WHEREAS, the "Alaska Backroads" itinerary will make a strong statement of continuing to further a successful relationship with a cruise line and enhance Haines' community for visitors and residents; and

WHEREAS, the "Alaska Backroads" itinerary will make a strong statement of continuing to further a successful relationship with a cruise line and enhance Haines' community for visitors and residents; and

WHEREAS, Celebrity has committed to two docking of their 965 foot ship, The Infinity, in FY 15 which will constitute an estimated \$6,755.00 in dockage fees; and

WHEREAS, Princess has committed to two docking of their 951 foot ship, The Crown, in FY 15 which will constitute an estimated \$6,657.00 in dockage fees; and

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly will officially waive the dockage fees of \$13,412.00 for the first year for the committed dockings of both the Celebrity and Princess cruise ship lines, who have both accepted this itinerary first as a part of the "Alaska Backroads" program.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this ____ day of _____, 2014.

A Resolution of the Haines Borough Assembly supporting development of an "Alaska Backroads" marketing Concept.

WHEREAS, the Haines Borough is supportive of cooperative efforts based on a partnership involving second tier ports of Southeast Alaska working in unison to provide a new cruise marketing itinerary, known as "Alaska Backroads;" and

WHEREAS, due to the downward drop of cruise passengers and severe economic loss in the Southeast region, the second tier ports will work to increase visitation by offering this exclusive cruise as "Alaska Backroads" to enhance the local economies and improve visitation to the communities; and

WHEREAS, this new marketing itinerary will be presented by a delegation to cruise lines representatives to market this itinerary to their repeat passengers to return to Alaska with a new cruise itinerary option and for new passengers looking to visit less crowded ports; and

WHEREAS, the "Alaska Backroads" will utilize an itinerary to call on each port without any other large ship schedule conflicts; and

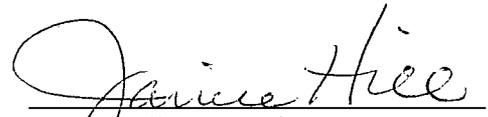
WHEREAS, Haines is uniquely positioned to participate in this weekly cruise itinerary to showcase Haines' well-known attractions, history, tours, activities, natural qualities, services and products to passengers and crew; and

WHEREAS, the "Alaska Backroads" itinerary will make a strong statement of continuing to further a successful relationship with a cruise line and enhance Haines' community for visitors and residents,

NOW, THEREFORE, BE IT RESOLVED, that the Haines Borough Assembly officially designates its support of the "Alaska Backroads" marketing concept to a cruise line and will waive the dockage fee for the first year for the first cruise ship that accepts this itinerary; and

BE IT FURTHER RESOLVED, the Haines Borough encourages the unified efforts to attract a cruise line's participation to the second tiered ports of Southeast Alaska through the "Alaska Backroads" marketing concept.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on the 24th day of May, 2011.


Janice Hill, Borough Mayor

Attest:


Julie Cozzi, MMC, Borough Clerk





I would urge the Assembly to consider approving Resolution No. 14-04-555, waiving port fees for both Celebrity and Princess next year and possibly even considering Oceania. The reason behind this being the good will and hopeful continued and possible increased future visits both could bring. Ideally, when the resolution was brought forward, it was certainly in hopes that a line would adopt Haines for an entire season (7-9 dockings). Instead, they are testing the waters and slowly expanding. What we're looking at between both lines is 4 maybe even six dockings for 2015.

This process started in 2011 when "BackRoads Alaska" presented the first resolution to the cruise lines and again in 2013 in an effort to bring more cruise ships to our port. In October two companies did step forward; Princess and Celebrity Cruises to accept Haines for a double docking itinerary for 2015 and to receive the waived dockage fee for the first year. Oceania Cruises did their acceptance via email and is new this season with one docking but has locked in two dockings for next year.

I would also urge the Assembly to keep this resolution in future years to help entice other lines to give Haines a try as well. We could see NCL, Carnival or any of the other big lines giving Haines a try if we continue to offer waiving port fees for the first year if they adopt Haines as a port. Ideally, the lines will stay with us and start paying their fees the next year while a new line gives us a try in the same manner as the others.

Tammy W Piper

Tammy W Piper

Interim Tourism Director

Visitor Information Coordinator

HAINES BOROUGH, ALASKA

Haines Convention and Visitors Bureau

PO Box 530 • Haines, Alaska 99827 • (907)766-2234 • Fax (907)766-3155

E-mail: hcvb@haines.ak.us • Website: www.haines.ak.us



Haines Borough Assembly Agenda Bill

Agenda Bill No.: 14-413

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: Authorize Cooperative Road Agreement with the Chilkoot Indian Association	1. Resolution 14-01-530 2. Cooperative Road Agreement Draft 3. Memo from Borough Attorney 4. Cooperative Road Agreement Draft with Amendments 5. Eligibility Information 5. Draft Resolution from CIA
Originator: Director of Public Facilities (Agenda Bill by Clerk's Office)	
Originating Department: Public Facilities	
Date Submitted: 1/9/14	

Full Title/Motion:
Motion: Adopt Resolution 14-01-530.

Administrative Recommendation:
The Interim Borough Manager recommends adoption of this resolution.

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$	\$	\$

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos. : Objective 2C, Page 57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>This resolution was on the 1/14/14 assembly agenda, but was removed at the administration's request for further review.</p> <p>The Chilkoot Indian Association (Tribe) has prepared a draft Cooperative Road Agreement that identifies certain roads as priorities and has designated those roads as construction and maintenance needs eligible for funding as part of the Tribal Transportation Program (TTP) Inventory. A Cooperative Road Agreement between the Haines Borough and the Tribe will allow the Tribe to spend TTP funds on these roads. This resolution would authorize the Borough Manager to enter into a Cooperative Road Agreement with the Tribe.</p> <p>The Borough Attorney has completed his review of this agreement and has included a memo and suggested amendments to the agreement.</p>

Referral:			
Sent to:		Date:	
Recommendation:	Refer to:	Meeting Date:	

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 1/14/14 and 4/22/14	Tabled to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a Cooperative Road Agreement with the Chilkoot Indian Association.

WHEREAS, improvements to platted Haines Borough roads are priorities to both the Chilkoot Indian Association (Tribe) and the Borough because they provide access to housing; connect population centers; promote development of natural resources and contribute to economic development; improve access to subsistence and traditional activities; improve access to employment locations; improve tourism capacity; improve access to the docks; improve access to the airport and the ferry system; contribute to law and order and provide access to schools and clinics; and provide access for emergency services; and

WHEREAS, the Tribe has prepared a draft Cooperative Road Agreement that identifies certain roads as priorities and has designated those roads as construction and maintenance needs eligible for funding as part of the Tribal Transportation Program (TTP) Inventory; and

WHEREAS, a Cooperative Road Agreement between the Haines Borough and the Tribe will allow the Tribe to spend TTP Funds on these roads,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to enter into a Cooperative Road Agreement with the Chilkoot Indian Association.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this ____ day of _____, 2014.

Stephanie Scott, Borough Mayor

Attest:

Michelle L. Webb, Interim Borough Clerk



P.O. Box 470 Haines, Alaska 99827 907-766-2323

DRAFT COOPERATIVE ROAD AGREEMENT CHILKOOT INDIAN ASSOCIATION AND HAINES BOROUGH, ALASKA

THIS ROAD, TRAIL, AND TRANSPORTATION FACILITY AGREEMENT is made and entered into by and between the HAINES BOROUGH, Alaska hereinafter referred to as the *Borough*; the CHILKOOT INDIAN ASSOCIATION, hereinafter referred to as the *CIA*.

Purpose:

The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain development roads, trails, and transportation facilities, identified in Schedule A.

The term "*Tribal Transportation Road*" means a public road that is located within or provides access to an Indian reservation or Indian trust land or restricted Indian land that is not subject to fee title alienation without the approval of the Federal Government, or Indian and Alaska Native villages, groups or communities in which Indians and Alaskan Natives reside, whom the secretary of the Interior has determined are eligible for services generally available to Indians under Federal laws specifically applicable to Indians. The term "*public road*" means any road or street under the jurisdiction of and maintained by a public authority and open to public travel.

Recognizing that substantial benefits will accrue to the Nation, to the State, and to the *Borough* from construction, reconstruction, improvement, maintenance, and use of certain "*Tribal Transportation Roads*" and roads on the *public road, trail system, or transportation facilities*, over which one of the *CIA* or the *Borough* has jurisdiction or management authorities, and further that such roads carry substantial volumes of public service traffic, and further that the *CIA* has road and trail construction, reconstruction, improvement, and maintenance, capabilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express, by this instrument, the general terms of their mutual cooperation in that regard to achieve the maximum benefits there from in the public interest.

The term "*road*" as used throughout this agreement refers to the roads, trails, highways, associated terminal facilities, or segments thereof, within the Haines Borough and identified in the attached Schedule A.

A. Intent to Cooperate

It is the intention of the parties under this agreement to cooperate as follows:

1. Agree that certain roads, under the jurisdiction or management authorities of the *CIA* or the *Borough* and also carry traffic that is properly the responsibility of the *Borough* or the *CIA*, should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically, all traffic, which uses such roads.
2. Agree on the functional identification of roads or road segments, which meet the criteria in item “1” above, by listing and appropriate maps.
3. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item “2”.
4. Provide for regular and adequate maintenance of the roads identified in item “2”, including the assignment of maintenance responsibilities. Such assignment details are found in an annual Maintenance Task Agreement.
5. Provide for entering into Project Agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party; or that one party will provide work or make improvements on a road under the jurisdiction of the other party.
6. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the by the appropriate party; or by joint cooperative work with other parties.

B. Identification of Roads

A list of roads and segments of roads, which meet the intent of the cited authorities and the criteria, set forth in item A.1. above is agreed upon and is marked “Schedule A” and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the *CIA* and the *Borough*, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

C. Maintenance Task Agreements

At the annual meeting provided for in item H, agreements for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the *CIA* or *Borough* for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

Maintenance shall include preserving and keeping the roads, including structures and related facilities, as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe service. These details will be part of that season’s Maintenance Task

Agreement. Maintenance activities covered under this agreement are listed in Schedule B, a copy of the Code of Federal Regulations Appendix A to Subpart G. Maintenance Task Agreements shall provide for prompt changes in maintenance assignments during the period of the plan upon the agreement by the parties or their designated representatives.

D. Project Agreements (Road Construction or Reconstruction)

When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction or management authorities, the parties shall enter into a Project Agreement providing for performing improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction.

Project Agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained. If funds are provided by the *Borough* for work to be performed by the *CIA*, the arrangements shall be set forth in the Project Agreement. Payments to the *CIA* shall be made as provided for in the Project Agreement.

1. A Project Agreement shall be entered into prior to beginning of the improvement or construction work for which a Project Agreement is required.
2. The Project Agreement shall include the following elements:
 - a. Identification of road or road segment to be improved or constructed;
 - b. Plans and specifications for the project or provision for their development and subsequent agreement thereon;
 - c. Schedule of construction or improvement work and designation of the party or parties to perform the work;
 - d. Estimates of the cost of improvement or construction; and
 - e. Agreement as to how cost of work is to be borne, including arrangements to share in the work or to deposit funds, with the performing party for share of the costs; and
 - f. Project closure certification as stipulated by FHWA
3. If the *CIA* on an advance basis provides funds for work to be performed by the *Borough*, they shall be deposited in the *Borough's* Financial Institution. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the *CIA* to the project unless changed by bilaterally signed modification of the Project Agreement.
4. If funds are provided by the *Borough* for work to be performed by the *CIA*, the arrangements shall be set forth in the Project Agreement. Payments to the *CIA* shall be made as provided for in the Project Agreement. If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the *Borough* with respect to the increased cost except by modification of the Project Agreement prior to incurring any commitment.

E. SAFETEA-LU Specific Provisions

CIA will secure and administer funds for this project out of its SAFETEA-LU Tribal Transportation Roads Program funds (Title 23 and Title 25). *CIA* shall administer these funds in accordance with the Tribal Transportation Roads Program Regulations (25 CFR Part 170) and the Indian Self-

Determination and Education Assistance Act Amendments; (25 CFR Part 900 or Part 1000).

Section 6002 of SAFETEAU-LU contains provisions that limit Lead Agency designation for environmental reviews and accordingly decisions concerning funds appropriated under 23 USC authorities to the Department of Transportation or designated agencies such as the Bureau of Indian Affairs. The *Borough* may choose to perform environmental reviews per Section 6002 as Joint Lead Agency, but must provide the complete record to either the BIA or Federal Highway Administration Division for a decision concerning work authorized under SAFETEAU-LU. The environmental analysis performed will be according to the regulations and policy of the Lead Federal Agency as defined in 23 USC.

F. FHWA Environmental Decisions and Oversight

The *FHWA* has authorities under Title 23 and Title 25 for programs associated with the Tribal Transportation Road Program, and the Indian Self-Determination and Education Assistance Act Amendments and implementing regulations. The *FHWA* also has environmental review decision authorities for work that is funded with the Tribal Transportation Road Program.

The *FHWA (Western Federal Lands)* will provide program oversight associated with its authorities under this Agreement as well as reviewing environmental analysis planning records providing environmental review decisions to assure compliance with SAFETEAU-LU provisions.

G. Rights-of-Way

Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction or management authority of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the *Borough* from using or authorizing the use of roads for which federal funds were expended. The *CIA* must be in a position to assure the *Borough* the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards. The cost of such easements or other interests in land are to be at the expense of the acquiring party.

The *Borough* shall cooperate in the procurement of rights-of-way land administered by other agencies of the United States required for any project included under this agreement and shall furnish the *CIA* copies of survey notes, maps, and other records.

To the extent possible under an available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

H. Annual Meeting and Continuing Consultation

The *CIA and Borough* shall meet at least once near the first of the calendar year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, approval of:

1. Changes in the listing of roads on Schedule A;
2. The annual Maintenance Task Agreement;
3. Project Agreements for construction or reconstruction; and
4. Transfer of jurisdiction of particular roads by easement conveyance.

It is also the intent of the parties to arrange for continuing consultation between their representatives with objective of reaching prompt agreement by the parties on all matters of mutual concern, which covered by this agreement. The *Borough Manager*, and the *CIA Tribal Administrator*, shall be responsible for making the arrangements for formal meetings and continuing consultation.

I. Modifications and Termination

1. This agreement may be modified by mutual content.
2. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.
3. This agreement is entered into as of the date of last signature and shall be in effect until December 31, 2014, unless sooner terminated, at which time it shall be subject to review and renewal or expiration.

J. Miscellaneous

1. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the *Borough* or the *CIA*.
2. Nothing herein contained shall be construed to obligate the *Borough* or the *CIA* beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
3. Where applicable, any contact, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.
4. Principal Contacts:

CHILKOOT INDIAN ASSOCIATION	HAINES BOROUGH
Tribal Administrator	Manager
P.O. Box 490	P.O. Box 1209
Haines, AK 99827	Haines, AK 99827
907-766-2323	907-766-2231

SCHEDULE A - (note: this contains the entire *CIA* Tribal Transportation Road Inventory, which contains *Borough* rights-of-way within the Townsite Area. A complete map set of these roads will be kept by the *CIA* and be accessible to the *Borough*)

<u>Route</u>	<u>Name</u>
1	Chilkoot Street
2	L'Koot Drive
3	Haines Highway Sec 10-30
5	Eagle Bluff Drive
6	Tsirku Spur Road
23	Mount Ripinsky Ridge Trail
24	Shakuseyi Creek Trail
25	Chilkoot Road, Upper
26	Chilkoot River Road
27	Lutak Inlet Road
28	Lutak Highway
29	Second Ave - Union Street
30	Beach Road - Main Street
31	Third Avenue - Young Road
32	First Avenue - Mission Street - Third Avenue
33	Deishu Drive
34	Second Avenue
35	FAA Road
36	Front Street - Beach Road
37	Battery Point Trail

38	Mount Riley Trail
39	Mud Bay Road
40	Small Tracts Road
41	Chilkat State Park Road
42	Seduction Point Trail
43	Chilkoot Cultural Interpretive Trail
44	Sawmill Road
47	Anway Road
48	Barnett Drive
49	Bartlett Boulevard
50	Battle Road
51	Bjornstad Drive
52	Blacksmith Street
53	Cathedral View Drive
54	Chilkat Trails Road
55	Comstock Road
56	Cox Street
57	Dalton Street
58	Dalton - Union Alley
59	Dolphin Street
60	Fair Drive - West
61	Fair Drive
62	Fifth Avenue
63	Fort Seward Drive

64	Fourth Avenue
65	Gruening Drive
67	Haven Court
68	Helms Loop
69	Highland Drive
70	Hooter Lane
71	Jones Point Road
72	Kathleen Drive
73	Lynnvue Drive duplicate
74	Major Road
75	Mathias Avenue
76	Matrix Drive
77	McPhetres Road
78	Menaker Road
79	Moose Lane
80	Mt. Riley Road
81	Muncaster Road
82	Myra Lane
83	New Hart Road
84	North Sawmill Road
85	Oceanview Drive
86	Old Hart Road
87	Oslund Drive
88	Otter Street

89	Piedad Road
90	Portage Street
91	Quartermaster Alley
92	Raven Road
93	River Road
94	Rivers Street
95	Sixth Avenue
96	Skyline Drive
97	Spruce Grove Road
98	Sunshine Street
99	Theater Drive
100	Totem Street
101	Tower Road
102	Vermiere Street
103	View Street
104	Willard Street
114	Wolf Way
115	West Side Highway
200	Deer Street
201	Stony Creek Spur
202	Stony Creek Road
203	Cannery Road
204	Ballard Drive
205	Hillside Loop

206	Boardwalk Lane
207	Muskeg Drive
208	Kicking Horse Drive
209	Crevasse Road
210	Lakes Avenue
211	Yakuam Road
212	Hoonah Road
213	Neva Lake Road
214	Coho Street
215	North Creek Road
216	Bunkhouse Loop
217	Harbor Drive
218	North Creek Spur
219	North Excursion Drive
220	Herring Road
221	Steller Street
222	Goose Lane
223	Scoter Street
224	Tern Court
225	Sculpin Street
226	Steelhead Street
227	Beluga Street
228	Bowhead Street
229	Humpback Road

230	Owl Street
231	Grouse Court
232	Gull Street
233	Loon Street
234	Sandpiper Court
235	Plover Court
236	Ptarmigan Street
237	Puffin Court
238	Lily Lake Road
239	Straight Street
240	Crane Street
241	Chinook Street
242	Cormorant Drive
243	Raven Drive
244	Nadahani Trail Road
245	Spring Road
246	Juneau Road
247	McRae Road
248	Charles Road
249	Henderson Road
251	North Lutak Road
252	Ferebee Street
253	Taiya Street
254	Industrial Drive

255	Waters Avenue
256	Commercial Avenue
257	Tanani Spur
258	Barracks Drive
259	Inlet Trail Road
260	Loop Trail Road
261	Alder Trail Road
262	North Trail Road
263	Spruce Trail Road
264	South Trail Road
266	Haines Railway
267	Corinna Avenue
268	Seventh Avenue
269	Chestnut Drive
270	Maple Lane
271	Dalton-Union Alley
272	Dalton-Main Alley
273	View-Union Alley, west portion
275	View-Union Alley, east portion
276	Union Street, east portion
277	First Avenue, North
278	Mathias Avenue, west portion
279	Mathias-Barnett Alley
280	Barnett Drive, east portion

281	Johnson Street
282	Bjornstad Drive, east portion
283	Muncaster Drive
284	Highland Drive, east portion
285	Bjornstad Drive, west portion
286	Barnett Drive, west portion
287	Mission-Willard Alley
288	Second-Third Alley
289	Second-First Avenue Alley
290	First Avenue South
291	Bald Eagle Alley
292	Post Office Alley
293	Camper Street
294	Cox-Camper Alley
295	Municipal Alley
296	Warren Road
297	Bartlett Boulevard, north portion
298	Tower Alley
299	Mud Bay Alley
300	Small Tracts Alley
301	Kathleen Drive West
302	Hemlock Alley
303	Battle Alley
304	Fort Alley

305	Rivers Street, west portion
306	Willard Alley
307	Mathias Avenue, west portion
308	Hooter Lane, east portion
309	Comstock Road, west portion
310	Western Avenue
311	Alder Court
312	FAA Road, south portion
313	Bear Trails Lane
314	Hyatt Drive
315	Letnikof Drive
316	Viewpoint Drive
317	Inlet Drive
318	Ridge Road
319	Heinmiller Way
320	Peninsula Court
321	Carl Lane
322	Rainbow Camp Road
323	Lee Court
324	Conifer Road
325	Alder Court
326	Aspen Court
327	Spruce Court
328	Hemlock Court

329	Park Spur Road
330	Hargus Road
331	Louie Road
332	Hazel Road
333	Homestead Street
334	Squirrel Street
335	Rabbit Street
336	Otter Street
337	Moose Street
338	Fox Street
339	Deer Street
340	Bear Street
341	Weasel Way
342	Wolf Way
343	Icy Strait Drive
344	Cove Street
345	Chilkoot Drive
346	Lindholm Way
347	Myra Lane, west portion
348	Theater Drive, east portion
349	View Street, east portion
350	Cottonwood Court
351	Maple Court
352	Spruce Spur

353	Birch Court
354	Fair Drive South
355	Fifth Avenue, north portion
356	Fifth Avenue, south portion
357	North Sawmill Road
358	Sixth Avenue, north portio
359	Sixth Avenue, south portion
360	View Street, west portion
361	Delta Street
362	Cabin Road
363	Chilkoot Construction Drive

SCHEDULE B

The following activities are eligible for BIA Transportation Facility Maintenance Program. The list is not all-inclusive.

1. Cleaning and repairing ditches and culverts.
2. Stabilizing, removing, and controlling slides, drift sand, mud, ice, snow, and other impediments.
3. Adding additional culverts to prevent roadway and adjoining property damage.
4. Repairing, replacing or installing traffic control devices, guardrails and other features necessary to control traffic and protect the road and the traveling public.
5. Removing roadway hazards.
6. Repairing or developing stable road embankments.
7. Repairing parking facilities and appurtenances such as striping, lights, curbs, etc.
8. Repairing transit facilities and appurtenances such as bus shelters, striping, sidewalks, etc.
9. Training maintenance personnel.
10. Administering the BIA Transportation Facility Maintenance Program.
11. Performing environmental/archeological mitigation associated with transportation facility maintenance.
12. Leasing, renting, or purchasing of maintenance equipment.
13. Paying utilities cost for roadway lighting and traffic signals.
14. Purchasing maintenance materials.
15. Developing, implementing, and maintaining an IRR Transportation Facility Maintenance Management System (TFMMS).
16. Performing pavement maintenance such as pot hole patching, crack sealing, chip sealing, surface rejuvenation, and thin overlays (less than 1 inch).
17. Performing erosion control.
18. Controlling roadway dust.

19. Re-graveling roads.
20. Controlling vegetation through mowing, noxious weed control, trimming, etc.
21. Making bridge repairs.
22. Paying the cost of closing of transportation facilities due to safety or other concerns.
23. Maintaining airport runways, heliport pads, and their public access roads.
24. Maintaining and operating BIA public ferry boats.
25. Making highway alignment changes for safety reasons. These changes require prior notice to the Secretary.
26. Making temporary highway alignment or relocation changes for emergency reasons.
27. Maintaining other IRR intermodal transportation facilities provided that there is a properly executed agreement with the owning public authority within available funding.

BOYD, CHANDLER & FALCONER, LLP
Attorneys At Law
Suite 302
911 West Eighth Avenue
Anchorage, Alaska 99501
Telephone: (907) 272-8401
Facsimile: (907) 274-3698
bcf@bcf.us.com

MEMORANDUM

TO: Julie Cozzi
Borough Clerk



FROM: Brooks Chandler
Borough Attorney

RE: Draft Cooperative Road Agreement with Chilkoot Indian Association

DATE: April 16, 2014

At your request we have reviewed a draft cooperative road agreement between the Chilkoot Indian Association (CIA) and the Borough. This agreement would establish a “framework” within which project specific agreements would be entered into allowing the Borough to receive “pass through” federal funds CIA receives to implement what is now called the Tribal Transportation Road Program. We are generally familiar with these arrangements and believe they provide the ability to complete road maintenance and improvement projects that otherwise would lack funding.

The typical process followed is for the local government to administer specific projects using our own purchasing procedures. This is allowable under applicable federal law provided Borough procedures have conflict of interest safeguards that meet minimum federal standards.

In our opinion, HBC 2.06 contains an appropriate “code of standards” as required by the Indian Self-Determination Act to prevent conflicts of interest. The award of any contract with the Borough is made by the Assembly. Both HBC 2.06.030(C) and state law (AS 29.20.010) prohibit voting on such an award by an Assembly member with a substantial personal or financial interest in the contract. In addition, HBC 2.06.030(B)(4) and HBC 2.06.060 prohibit a Borough employee with a “personal or financial interest” from “taking or withholding action” related to award of a contract or of even attempting to obtain a contract that is not competitively bid. These ethical standards are sufficient to meet the requirements attached to the federal funding for the TTR program. Therefore, entering into the Agreement will not trigger federal involvement in the procurement process followed by the Borough on any projects funded in part with TTR funding.

The Agreement recognizes the possibility CIA itself will manage projects using funds transferred from the Borough. If that were to occur (and the Agreement does not require that to occur) the project would be subject to BIA oversight. In our experience that should be avoided if at all possible. But it is not unusual for “umbrella” type agreements to provide for this possibility.

Another issue relevant to this type of Agreement has to do with hiring and contracting preferences based on race. If the CIA is administering a specific project federal law allows CIA to establish hiring and contracting preferences favoring CIA members or Alaska Natives in general. In fact, the Indian Self-Determination Act requires that such preferences be extended “to the greatest extent feasible”.

If the Borough is administering a specific project Alaska law forbids such preferences. See, State v. Enserch Alaska Const., Inc., 787 P.2d 624(1989)(employment preference in state construction contracts for Alaska residents in “economically distressed zone” unconstitutional). Based on the Enserch case, in our opinion, such a preference is not “feasible” in Alaska because it violates the equal protection clause of the Alaska Constitution. In order to avoid conflict between the Borough and the BIA or the CIA on this issue we suggest the following clause be included in both this Agreement (as paragraph D(5)) and any future project-specific agreement:

The parties acknowledge and accept that Alaska law prohibits the application of employment and contracting preferences by the Haines Borough or its contractors.

Section (I)(3) establishes an expiration date of December 31, 2014. We suggest a longer term agreement in order to avoid having to renegotiate these general terms. In addition we suggest addition of the following provisions in section J:

5. No Third Party Beneficiary Rights. Nothing in this Agreement creates, nor shall this Agreement be construed in any way to create, any third party beneficiary rights in any person not a party to this Agreement.
6. This Agreement in no way restricts the Parties from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations from other similar agreements or projects.
7. Nothing in this Agreement shall obligate either the Tribe or the Borough in the expenditure of funds, or future payment of money, in excess of the appropriations authorized by law and approved for allocation by the governing body of either Party.
8. The Tribe and the Borough understand and agree that each respective government shall bear the responsibility for its own acts, and any resulting liability, and shall not bear any responsibility for the actions of the other Party under this Agreement. The Parties further understand and agree that this Agreement is not intended to confer any enforceable legal rights against the other Party and that the only remedy for a dispute arising under the terms of this Agreement shall be the termination of the Agreement, pursuant to Section I(2) of this Agreement.

If you have any additional questions regarding the draft Agreement, please let me know.



P.O. Box 470 Haines, Alaska 99827 907-766-2323

DRAFT COOPERATIVE ROAD AGREEMENT CHILKOOT INDIAN ASSOCIATION AND HAINES BOROUGH, ALASKA

THIS ROAD, TRAIL, AND TRANSPORTATION FACILITY AGREEMENT is made and entered into by and between the HAINES BOROUGH, Alaska hereinafter referred to as the *Borough*; and the CHILKOOT INDIAN ASSOCIATION, hereinafter referred to as the *CIA*.

Formatted: Font: Not Italic

Purpose:

The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain development roads, trails, and transportation facilities, identified in Schedule A.

The term "*Tribal Transportation Road*" means a public road that is located within or provides access to an Indian reservation or Indian trust land or restricted Indian land that is not subject to fee title alienation without the approval of the Federal Government, or Indian and Alaska Native villages, groups or communities in which Indians and Alaskan Natives reside, whom the secretary of the Interior has determined are eligible for services generally available to Indians under Federal laws specifically applicable to Indians. The term "*public road*" means any road or street under the jurisdiction of and maintained by a public authority and open to public travel.

Recognizing that substantial benefits will accrue to the Nation, to the State, and to the *Borough* from construction, reconstruction, improvement, maintenance, and use of certain "*Tribal Transportation Roads*" and roads on the *public road, trail system, or transportation facilities*, over which one of the *CIA* or the *Borough* has jurisdiction or management authorities, and further that such roads carry substantial volumes of public service traffic, and further that the *CIA* has road and trail construction, reconstruction, improvement, and maintenance, capabilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express, by this instrument, the general terms of their mutual cooperation in that regard to achieve the maximum benefits there-from in the public interest.

The term "*road*" as used throughout this agreement refers to the roads, trails, highways, associated terminal facilities, or segments thereof, within the Haines Borough and identified in the attached Schedule A.

A. Intent to Cooperate

It is the intention of the parties under this agreement to cooperate as follows:

1. Agree that certain roads, under the jurisdiction or management authorities of the *CIA* or the *Borough* and also carry traffic that is properly the responsibility of the *Borough* or the *CIA*, should be maintained and, if necessary, improved to a standard adequate to accommodate safely and economically, all traffic, which uses such roads.
2. Agree on the functional identification of roads or road segments, which meet the criteria in item “1” above, by listing and appropriate maps.
3. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item “2”.
4. Provide for regular and adequate maintenance of the roads identified in item “2”, including the assignment of maintenance responsibilities. Such assignment details are found in an annual Maintenance Task Agreement.
5. Provide for entering into Project Agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party; or that one party will provide work or make improvements on a road under the jurisdiction of the other party.
6. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the by the appropriate party; or by joint cooperative work with other parties.

B. Identification of Roads

A list of roads and segments of roads, which meet the intent of the cited authorities and the criteria, set forth in item A.1. above is agreed upon and is marked “Schedule A” and attached as part of this agreement. Schedule A may be modified from time to time by agreement between the *CIA* and the *Borough*, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.

C. Maintenance Task Agreements

At the annual meeting provided for in item H, agreements for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to the *CIA* or *Borough* for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.

Maintenance shall include preserving and keeping the roads, including structures and related facilities, as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe service. These details will be part of that season’s Maintenance Task

Agreement. Maintenance activities covered under this agreement are listed in Schedule B, a copy of the Code of Federal Regulations Appendix A to Subpart G. Maintenance Task Agreements shall provide for prompt changes in maintenance assignments during the period of the plan upon the agreement by the parties or their designated representatives.

D. Project Agreements (Road Construction or Reconstruction)

When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction or management authorities, the parties shall enter into a Project Agreement providing for performing improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction.

Project Agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained. If funds are provided by the *Borough* for work to be performed by the *CIA*, the arrangements shall be set forth in the Project Agreement. Payments to the *CIA* shall be made as provided for in the Project Agreement.

1. A Project Agreement shall be entered into prior to beginning of the improvement or construction work for which a Project Agreement is required.
2. The Project Agreement shall include the following elements:
 - a. Identification of road or road segment to be improved or constructed;
 - b. Plans and specifications for the project or provision for their development and subsequent agreement thereon;
 - c. Schedule of construction or improvement work and designation of the party or parties to perform the work;
 - d. Estimates of the cost of improvement or construction; and
 - e. Agreement as to how cost of work is to be borne, including arrangements to share in the work or to deposit funds, with the performing party for share of the costs; and
 - f. Project closure certification as stipulated by FHWA
3. If the *CIA* on an advance basis provides funds for work to be performed by the *Borough*, they shall be deposited in the *Borough's* Financial Institution. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to the *CIA* to the project unless changed by bilaterally signed modification of the Project Agreement.
4. If funds are provided by the *Borough* for work to be performed by the *CIA*, the arrangements shall be set forth in the Project Agreement. Payments to the *CIA* shall be made as provided for in the Project Agreement. If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the *Borough* with respect to the increased cost except by modification of the Project Agreement prior to incurring any commitment.

[5. The parties acknowledge and accept that Alaska law prohibits the application of employment and contracting preferences by the Haines Borough or its contractors.](#)

E. SAFETEA-LU Specific Provisions

CIA will secure and administer funds for this project out of its SAFETEA-LU Tribal Transportation Roads Program funds (Title 23 and Title 25). *CIA* shall administer these funds in accordance with the Tribal Transportation Roads Program Regulations (25 CFR Part 170) and the Indian Self-

Determination and Education Assistance Act Amendments; (25 CFR Part 900 or Part 1000).

Section 6002 of SAFETEAU-LU contains provisions that limit Lead Agency designation for environmental reviews and accordingly decisions concerning funds appropriated under 23 USC authorities to the Department of Transportation or designated agencies such as the Bureau of Indian Affairs. The *Borough* may choose to perform environmental reviews per Section 6002 as Joint Lead Agency, but must provide the complete record to either the BIA or Federal Highway Administration Division for a decision concerning work authorized under SAFETEA-LU. The environmental analysis performed will be according to the regulations and policy of the Lead Federal Agency as defined in 23 USC.

F. FHWA Environmental Decisions and Oversight

The *FHWA* has authorities under Title 23 and Title 25 for programs associated with the Tribal Transportation Road Program, and the Indian Self-Determination and Education Assistance Act Amendments and implementing regulations. The *FHWA* also has environmental review decision authorities for work that is funded with the Tribal Transportation Road Program.

The *FHWA (Western Federal Lands)* will provide program oversight associated with its authorities under this Agreement as well as reviewing environmental analysis planning records providing environmental review decisions to assure compliance with SAFETEAU-LU provisions.

G. Rights-of-Way

Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction or management authority of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the *Borough* from using or authorizing the use of roads for which federal funds were expended. The *CIA* must be in a position to assure the *Borough* the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards. The cost of such easements or other interests in land are to be at the expense of the acquiring party.

The *Borough* shall cooperate in the procurement of rights-of-way land administered by other agencies of the United States required for any project included under this agreement and shall furnish the *CIA* copies of survey notes, maps, and other records.

To the extent possible under an available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

H. Annual Meeting and Continuing Consultation

The *CIA and Borough* shall meet at least once near the first of the calendar year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, approval of:

1. Changes in the listing of roads on Schedule A;
2. The annual Maintenance Task Agreement;
3. Project Agreements for construction or reconstruction; and
4. Transfer of jurisdiction of particular roads by easement conveyance.

It is also the intent of the parties to arrange for continuing consultation between their representatives with objective of reaching prompt agreement by the parties on all matters of mutual concern, which covered by this agreement. The *Borough Manager*, and the *CIA Tribal Administrator*, shall be responsible for making the arrangements for formal meetings and continuing consultation.

I. Modifications and Termination

1. This agreement may be modified by mutual content.
2. This agreement may be terminated by either party upon at least 90 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.
3. This agreement is entered into as of the date of last signature and shall be in effect until December 31, 2014, unless sooner terminated, at which time it shall be subject to review and renewal or expiration.

J. Miscellaneous

1. It is understood that any default by a permittee or other authorized road user creates no liability on the part of the *Borough* or the *CIA*.
2. Nothing herein contained shall be construed to obligate the *Borough* or the *CIA* beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
3. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

5. No Third Party Beneficiary Rights. Nothing in this Agreement creates, nor shall this Agreement be construed in any way to create, any third party beneficiary rights in any person not a party to this Agreement.

6. This Agreement in no way restricts the Parties from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations from other similar agreements or projects.

7. The Tribe and the Borough understand and agree that each respective government shall bear the responsibility for its own acts, and any resulting liability, and shall not bear any responsibility for the actions of the other Party under this Agreement. The Parties further understand and agree that this Agreement is not intended to confer any enforceable legal rights against the other Party and that the only remedy for a dispute arising under the terms of this Agreement shall be the termination of the Agreement, pursuant to Section I(2) of this Agreement.

4. Principal Contacts:

CHILKOOT INDIAN ASSOCIATION	HAINES BOROUGH
Tribal Administrator	Manager
P.O. Box 490	P.O. Box 1209
Haines, AK 99827	Haines, AK 99827
907-766-2323	907-766-2231

SCHEDULE A - (note: this contains the entire *CIA* Tribal Transportation Road Inventory, which contains *Borough* rights-of-way within the Townsite Area. A complete map set of these roads will be kept by the *CIA* and be accessible to the *Borough*)

<u>Route</u>	<u>Name</u>
1	Chilkoot Street
2	L'Koot Drive
3	Haines Highway Sec 10-30
5	Eagle Bluff Drive
6	Tsirku Spur Road
23	Mount Ripinsky Ridge Trail
24	Shakuseyi Creek Trail
25	Chilkoot Road, Upper
26	Chilkoot River Road
27	Lutak Inlet Road
28	Lutak Highway
29	Second Ave - Union Street
30	Beach Road - Main Street
31	Third Avenue - Young Road
32	First Avenue - Mission Street - Third Avenue
33	Deishu Drive
34	Second Avenue
35	FAA Road
36	Front Street - Beach Road
37	Battery Point Trail

38	Mount Riley Trail
39	Mud Bay Road
40	Small Tracts Road
41	Chilkat State Park Road
42	Seduction Point Trail
43	Chilkoot Cultural Interpretive Trail
44	Sawmill Road
47	Anway Road
48	Barnett Drive
49	Bartlett Boulevard
50	Battle Road
51	Bjornstad Drive
52	Blacksmith Street
53	Cathedral View Drive
54	Chilkat Trails Road
55	Comstock Road
56	Cox Street
57	Dalton Street
58	Dalton - Union Alley
59	Dolphin Street
60	Fair Drive - West
61	Fair Drive
62	Fifth Avenue
63	Fort Seward Drive

64	Fourth Avenue
65	Gruening Drive
67	Haven Court
68	Helms Loop
69	Highland Drive
70	Hooter Lane
71	Jones Point Road
72	Kathleen Drive
73	Lynnvue Drive duplicate
74	Major Road
75	Mathias Avenue
76	Matrix Drive
77	McPhetres Road
78	Menaker Road
79	Moose Lane
80	Mt. Riley Road
81	Muncaster Road
82	Myra Lane
83	New Hart Road
84	North Sawmill Road
85	Oceanview Drive
86	Old Hart Road
87	Oslund Drive
88	Otter Street

89	Piedad Road
90	Portage Street
91	Quartermaster Alley
92	Raven Road
93	River Road
94	Rivers Street
95	Sixth Avenue
96	Skyline Drive
97	Spruce Grove Road
98	Sunshine Street
99	Theater Drive
100	Totem Street
101	Tower Road
102	Vermiere Street
103	View Street
104	Willard Street
114	Wolf Way
115	West Side Highway
200	Deer Street
201	Stony Creek Spur
202	Stony Creek Road
203	Cannery Road
204	Ballard Drive
205	Hillside Loop

206	Boardwalk Lane
207	Muskeg Drive
208	Kicking Horse Drive
209	Crevasse Road
210	Lakes Avenue
211	Yakuam Road
212	Hoonah Road
213	Neva Lake Road
214	Coho Street
215	North Creek Road
216	Bunkhouse Loop
217	Harbor Drive
218	North Creek Spur
219	North Excursion Drive
220	Herring Road
221	Steller Street
222	Goose Lane
223	Scoter Street
224	Tern Court
225	Sculpin Street
226	Steelhead Street
227	Beluga Street
228	Bowhead Street
229	Humpback Road

230	Owl Street
231	Grouse Court
232	Gull Street
233	Loon Street
234	Sandpiper Court
235	Plover Court
236	Ptarmigan Street
237	Puffin Court
238	Lily Lake Road
239	Straight Street
240	Crane Street
241	Chinook Street
242	Cormorant Drive
243	Raven Drive
244	Nadahani Trail Road
245	Spring Road
246	Juneau Road
247	McRae Road
248	Charles Road
249	Henderson Road
251	North Lutak Road
252	Ferebee Street
253	Taiya Street
254	Industrial Drive

255	Waters Avenue
256	Commercial Avenue
257	Tanani Spur
258	Barracks Drive
259	Inlet Trail Road
260	Loop Trail Road
261	Alder Trail Road
262	North Trail Road
263	Spruce Trail Road
264	South Trail Road
266	Haines Railway
267	Corinna Avenue
268	Seventh Avenue
269	Chestnut Drive
270	Maple Lane
271	Dalton-Union Alley
272	Dalton-Main Alley
273	View-Union Alley, west portion
275	View-Union Alley, east portion
276	Union Street, east portion
277	First Avenue, North
278	Mathias Avenue, west portion
279	Mathias-Barnett Alley
280	Barnett Drive, east portion

281	Johnson Street
282	Bjornstad Drive, east portion
283	Muncaster Drive
284	Highland Drive, east portion
285	Bjornstad Drive, west portion
286	Barnett Drive, west portion
287	Mission-Willard Alley
288	Second-Third Alley
289	Second-First Avenue Alley
290	First Avenue South
291	Bald Eagle Alley
292	Post Office Alley
293	Camper Street
294	Cox-Camper Alley
295	Municipal Alley
296	Warren Road
297	Bartlett Boulevard, north portion
298	Tower Alley
299	Mud Bay Alley
300	Small Tracts Alley
301	Kathleen Drive West
302	Hemlock Alley
303	Battle Alley
304	Fort Alley

305	Rivers Street, west portion
306	Willard Alley
307	Mathias Avenue, west portion
308	Hooter Lane, east portion
309	Comstock Road, west portion
310	Western Avenue
311	Alder Court
312	FAA Road, south portion
313	Bear Trails Lane
314	Hyatt Drive
315	Letnikof Drive
316	Viewpoint Drive
317	Inlet Drive
318	Ridge Road
319	Heinmiller Way
320	Peninsula Court
321	Carl Lane
322	Rainbow Camp Road
323	Lee Court
324	Conifer Road
325	Alder Court
326	Aspen Court
327	Spruce Court
328	Hemlock Court

329	Park Spur Road
330	Hargus Road
331	Louie Road
332	Hazel Road
333	Homestead Street
334	Squirrel Street
335	Rabbit Street
336	Otter Street
337	Moose Street
338	Fox Street
339	Deer Street
340	Bear Street
341	Weasel Way
342	Wolf Way
343	Icy Strait Drive
344	Cove Street
345	Chilkoot Drive
346	Lindholm Way
347	Myra Lane, west portion
348	Theater Drive, east portion
349	View Street, east portion
350	Cottonwood Court
351	Maple Court
352	Spruce Spur

353	Birch Court
354	Fair Drive South
355	Fifth Avenue, north portion
356	Fifth Avenue, south portion
357	North Sawmill Road
358	Sixth Avenue, north portio
359	Sixth Avenue, south portion
360	View Street, west portion
361	Delta Street
362	Cabin Road
363	Chilkoot Construction Drive

SCHEDULE B

The following activities are eligible for BIA Transportation Facility Maintenance Program. The list is not all-inclusive.

1. Cleaning and repairing ditches and culverts.
2. Stabilizing, removing, and controlling slides, drift sand, mud, ice, snow, and other impediments.
3. Adding additional culverts to prevent roadway and adjoining property damage.
4. Repairing, replacing or installing traffic control devices, guardrails and other features necessary to control traffic and protect the road and the traveling public.
5. Removing roadway hazards.
6. Repairing or developing stable road embankments.
7. Repairing parking facilities and appurtenances such as striping, lights, curbs, etc.
8. Repairing transit facilities and appurtenances such as bus shelters, striping, sidewalks, etc.
9. Training maintenance personnel.
10. Administering the BIA Transportation Facility Maintenance Program.
11. Performing environmental/archeological mitigation associated with transportation facility maintenance.
12. Leasing, renting, or purchasing of maintenance equipment.
13. Paying utilities cost for roadway lighting and traffic signals.
14. Purchasing maintenance materials.
15. Developing, implementing, and maintaining an IRR Transportation Facility Maintenance Management System (TFMMS).
16. Performing pavement maintenance such as pot hole patching, crack sealing, chip sealing, surface rejuvenation, and thin overlays (less than 1 inch).
17. Performing erosion control.
18. Controlling roadway dust.

19. Re-graveling roads.
20. Controlling vegetation through mowing, noxious weed control, trimming, etc.
21. Making bridge repairs.
22. Paying the cost of closing of transportation facilities due to safety or other concerns.
23. Maintaining airport runways, heliport pads, and their public access roads.
24. Maintaining and operating BIA public ferry boats.
25. Making highway alignment changes for safety reasons. These changes require prior notice to the Secretary.
26. Making temporary highway alignment or relocation changes for emergency reasons.
27. Maintaining other IRR intermodal transportation facilities provided that there is a properly executed agreement with the owning public authority within available funding.

Resolution language for CIA-HB project/maintenance agreements

By and between the Haines Borough, hereinafter designated *Borough*, and the Chilkoot Indian Association, hereinafter designated *Tribe*.

WHEREAS, improvements to platted Haines Borough roads are priorities to both the *Tribe* and the *Borough* because they provide access to housing, connect population centers, promote development of natural resources and contribute to economic development, improve access to subsistence and traditional activities, improve access to employment locations, improve tourism capacity, improve access to the docks, improve access to the airport and the ferry system, contribute to law and order and provide access to schools and clinics, and provide access for emergency services,

And WHEREAS, the *Tribe* has identified the above mentioned roads as priority routes and has designated the above mentioned roads as construction and maintenance needs eligible for funding as part of the of the Tribal Transportation Program (TTP) Inventory,

And WHEREAS, improvements and maintenance to the above mentioned roads will benefit the *Tribe* and the *Borough* because of the reasons mentioned in the second paragraph above,

NOW THEREFORE, all parties agree that:

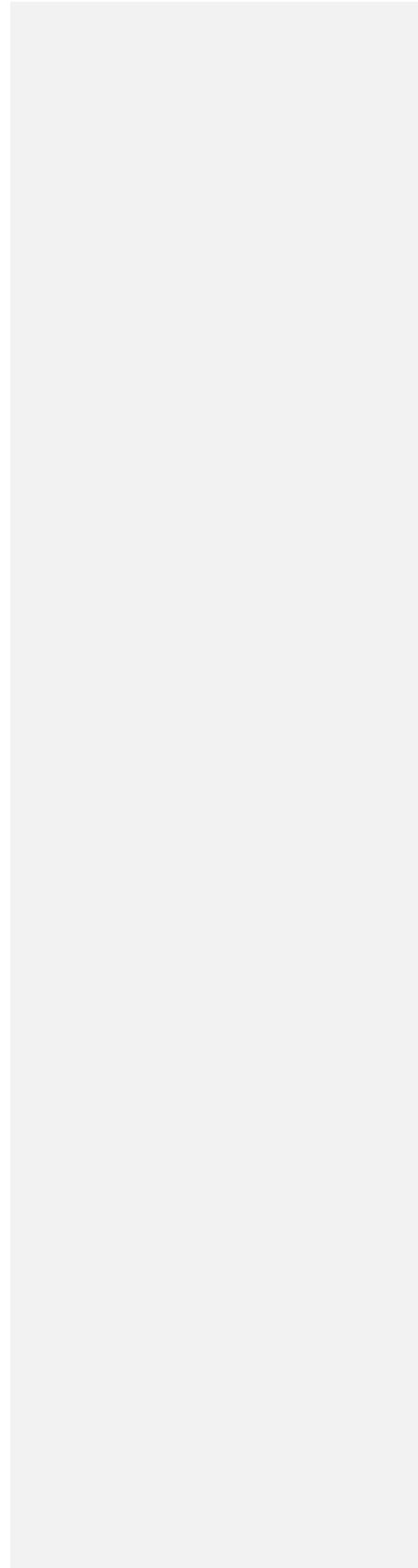
- A. They will enter into Cooperative Road Agreement to apply funding sources to road construction projects and maintenance within the Borough.
- B. When and if adequate funding for needed improvements becomes available, both *Tribe* and *Borough* will consider cooperatively applying funding toward needed improvements to the above mentioned roads. Funding will be applied as agreed upon in separate, specific agreements for each project or maintenance activity. Affected roads will be listed in the Tribal Long Range Transportation Plan and Transportation Improvement Plans and also the Borough's Capital Improvement Plan.
- C. The *Tribe* and the *Borough* will enter into separate Project Agreements or Maintenance Task Agreements applicable to each separate project or maintenance task and described in the corresponding Master Road Agreement between the *Tribe* and the *Borough*, dated XXXXX. Each separate agreement will hold specifics for pertinent elements of each task or project.
- D. When needed improvements/maintenance to the above mentioned roads are completed, the *Borough* will continue to be responsible for maintenance of the above mentioned roads. Moreover, these roads will continue to be open to the public unless the roads meet the definition of 25 CFR 170.120, 170.121, and 170.122. Requirement – 23 USC 116 (a) (b), Appendix C to Subpart C, Question 10 (3), 170.443 (d).
- E. This agreement is binding upon the signatories hereto not as individuals, but solely in their capacities as officials of their respective organizations, and acknowledges proper action of the *Borough* and *Tribe* to enter into the same.
- F. This agreement will become effective as of the latest date written below.

Chilkoot Indian Association

By: _____ Date _____
Tribal President

Haines Borough

By: _____ Date _____
Haines Borough Manager



The following items would be eligible for the Chilkoot Indian Association fund and perform under a Cooperative Road Agreement with the Haines Borough.

The following activities are eligible for BIA Transportation Facility Maintenance Program. The list is not all-inclusive.

1. Cleaning and repairing ditches and culverts.
2. Stabilizing, removing, and controlling slides, drift sand, mud, ice, snow, and other impediments.
3. Adding additional culverts to prevent roadway and adjoining property damage.
4. Repairing, replacing or installing traffic control devices, guardrails and other features necessary to control traffic and protect the road and the traveling public.
5. Removing roadway hazards.
6. Repairing or developing stable road embankments.
7. Repairing parking facilities and appurtenances such as striping, lights, curbs, etc.
8. Repairing transit facilities and appurtenances such as bus shelters, striping, sidewalks, etc.
9. Training maintenance personnel.
10. Administering the BIA Transportation Facility Maintenance Program.
11. Performing environmental/archeological mitigation associated with transportation facility maintenance.
12. Leasing, renting, or purchasing of maintenance equipment.
13. Paying utilities cost for roadway lighting and traffic signals.
14. Purchasing maintenance materials.
15. Developing, implementing, and maintaining an IRR Transportation Facility Maintenance Management System (TFMMS).
16. Performing pavement maintenance such as pot hole patching, crack sealing, chip sealing, surface rejuvenation, and thin overlays (less than 1 inch).
17. Performing erosion control.

18. Controlling roadway dust.
19. Re-graveling roads.
20. Controlling vegetation through mowing, noxious weed control, trimming, etc.
21. Making bridge repairs.
22. Paying the cost of closing of transportation facilities due to safety or other concerns.
23. Maintaining airport runways, heliport pads, and their public access roads.
24. Maintaining and operating BIA public ferry boats.
25. Making highway alignment changes for safety reasons. These changes require prior notice to the Secretary.
26. Making temporary highway alignment or relocation changes for emergency reasons.
27. Maintaining other IRR intermodal transportation facilities provided that there is a properly executed agreement with the owning public authority within available funding.

The following items would be eligible for the Chilkoot Indian Association fund and perform under a Cooperative Road Agreement with the Haines Borough.

The following activities are eligible for BIA Transportation Facility Maintenance Program. The list is not all-inclusive.

1. Cleaning and repairing ditches and culverts.
2. Stabilizing, removing, and controlling slides, drift sand, mud, ice, snow, and other impediments.
3. Adding additional culverts to prevent roadway and adjoining property damage.
4. Repairing, replacing or installing traffic control devices, guardrails and other features necessary to control traffic and protect the road and the traveling public.
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14. Purchasing maintenance materials.
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25. Making highway alignment changes for safety reasons. These changes require prior notice to the Secretary.
26. Making temporary highway alignment or relocation changes for emergency reasons.
27. Maintaining other IRR intermodal transportation facilities provided that there is a properly executed agreement with the owning public authority within available funding.

Resolution language for CIA-HB project/maintenance agreements

By and between the Haines Borough, hereinafter designated *Borough*, and the Chilkoot Indian Association, hereinafter designated *Tribe*.

WHEREAS, improvements to platted Haines Borough roads are priorities to both the *Tribe* and the *Borough* because they provide access to housing, connect population centers, promote development of natural resources and contribute to economic development, improve access to subsistence and traditional activities, improve access to employment locations, improve tourism capacity, improve access to the docks, improve access to the airport and the ferry system, contribute to law and order and provide access to schools and clinics, and provide access for emergency services,

And WHEREAS, the *Tribe* has identified the above mentioned roads as priority routes and has designated the above mentioned roads as construction and maintenance needs eligible for funding as part of the of the Tribal Transportation Program (TTP) Inventory,

And WHEREAS, improvements and maintenance to the above mentioned roads will benefit the *Tribe* and the *Borough* because of the reasons mentioned in the second paragraph above,

NOW THEREFORE, all parties agree that:

- A. They will enter into Cooperative Road Agreement to apply funding sources to road construction projects and maintenance within the Borough.
- B. When and if adequate funding for needed improvements becomes available, both *Tribe* and *Borough* will consider cooperatively applying funding toward needed improvements to the above mentioned roads. Funding will be applied as agreed upon in separate, specific agreements for each project or maintenance activity. Affected roads will be listed in the Tribal Long Range Transportation Plan and Transportation Improvement Plans and also the Borough's Capital Improvement Plan.
- C. The *Tribe* and the *Borough* will enter into separate Project Agreements or Maintenance Task Agreements applicable to each separate project or maintenance task and described in the corresponding Master Road Agreement between the *Tribe* and the *Borough*, dated XXXXX. Each separate agreement will hold specifics for pertinent elements of each task or project.
- D. When needed improvements/maintenance to the above mentioned roads are completed, the *Borough* will continue to be responsible for maintenance of the above mentioned roads. Moreover, these roads will continue to be open to the public unless the roads meet the definition of 25 CFR 170.120, 170.121, and 170.122. Requirement – 23 USC 116 (a) (b), Appendix C to Subpart C, Question 10 (3), 170.443 (d).
- E. This agreement is binding upon the signatories hereto not as individuals, but solely in their capacities as officials of their respective organizations, and acknowledges proper action of the *Borough* and *Tribe* to enter into the same.
- F. This agreement will become effective as of the latest date written below.

Chilkoot Indian Association

By: _____
Tribal President

Date _____

Haines Borough

By: _____
Haines Borough Manager

Date _____



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-451
Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject: FY14 Budget Amendment #4	1. Ordinance 14-04-377
Originator: Finance Director	
Originating Department: Finance	
Date Submitted: 4/11/14	

Full Title/Motion:
Motion: Introduce Ordinance 14-04-377 and set a first public hearing for 5/13/14.

Administrative Recommendation:

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ see ordinance	\$ see ordinance	\$ see ordinance

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.:	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
Revisions to the FY14 budget in this amendment include: \$103,000 in funds from AK Dept. Transportation/Public Fac. pursuant to an agreement signed 10/10/13 for a Haines Rail Access Prefeasibility Study; \$4,000 of Medical Service Area sales tax funds for Mental Health First Aid Training; transfer accumulated fund balance from previous Local Improvement Districts to the Permanent Fund; Areawide General Funds for retirement incentive costs in FY14; \$29,000 of Econ. Dev. and Tourism Promotion sales tax funds for a Winter Tourism study; anticipated receipt of \$215,000 for the sale of Lot 6 and Lot 7 Primary School and to transfer the anticipated net proceeds to the permanent fund; modify appropriations made from the Capital Improvement Project; and \$60,000 of Capital Improvement Project Funds for Wastewater Treatment Plant Improvements Design.

Referral:			
Sent to:		Date:	
Recommendation:	Refer to:	Meeting Date:	

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 4/22/14	Tabled to Date:

HAINES BOROUGH, ALASKA
ORDINANCE # 14-04-377

AN ORDINANCE OF THE HAINES BOROUGH, PROVIDING FOR THE ADDITION OR AMENDMENT OF SPECIFIC LINE ITEMS TO THE FY14 BUDGET.

BE IT ORDAINED BY THE ASSEMBLY OF THE HAINES BOROUGH, ALASKA:

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Effective Date. This ordinance shall become effective immediately upon adoption.

Section 3. Appropriation. This appropriation is hereby authorized as part of the budget for the fiscal year July 1, 2013 through June 30, 2014.

Section 4. Purpose. To provide for the addition or amendment of specific line items to the FY14 budget as follows:

(1) To accept and appropriate \$103,000 in funds from the State of Alaska Department of Transportation and Public Facilities pursuant to an agreement signed October 10, 2013 for a Haines Rail Access Prefeasibility Study.				
		Current FY14 Budget	Proposed FY14 Budget	Fund Balance Increase / (Decrease)*
31-01-00-4341	State Revenue – Rail Study	\$0	\$103,000	\$103,000
31-01-00-7392	Project Expenditures – Rail Study	\$0	\$103,000	(\$103,000)
Total for rail study				\$0
(2) To appropriate \$4,000 of Medical Service Area sales tax funds for Mental Health First Aid Training per an agreement between the Haines Borough and Lynn Canal Counseling approved by the Assembly at their February 25, 2014 meeting.				
		Current FY14 Budget	Proposed FY14 Budget	Fund Balance Increase / (Decrease)*
20-03-00-7335	Training – Ambulance	\$7,650	\$11,650	(\$4,000)
(3) To transfer accumulated fund balance from previous Local Improvement Districts to the Permanent Fund.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
79-98-00-8260	Transfer LID – OUT from LID Fund	\$0	\$16,130	(\$16,130)
97-98-00-8260	Transfer LID – IN to Permanent Fund	\$0	\$16,130	\$16,130
Total				\$0
(4) To appropriate Areawide General Funds for retirement incentive costs in FY14. Savings will be realized in future years.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
01-01-15-6110	Salaries & Wages	\$191,600	\$206,900	(\$15,300)
01-01-15-6115	Employee Burden	\$59,977	\$61,354	(\$1,377)
Total appropriation for retirement incentive				(\$16,677)

(5) To appropriate \$29,000 of Economic Development and Tourism Promotion sales tax funds for a Winter Tourism study as requested by the Assembly at their April 8, 2014 meeting.				
		Current FY14 Budget	Proposed FY14 Budget	Fund Balance Increase / (Decrease)*
23-02-00-7312	Professional Services (Tourism)	\$13,650	\$42,650	(\$29,000)
(6) To budget for the anticipated receipt of \$215,000 for the sale of Lot 6 and Lot 7 Primary School Subdivision , Plat No. 2008-21 and to transfer the anticipated net proceeds to the permanent fund.				
		Current FY14 Budget	Proposed FY14 Budget	Fund Balance Increase / (Decrease)*
17-01-00-4615	Proceeds from Land Sales	\$246,576	\$461,576	\$215,000
17-98-00-8252	Transfer OUT from Land Sales	\$186,019	\$401,019	(\$215,000)
97-98-00-8252	Transfer IN to Permanent Fund	\$186,019	\$401,019	(\$215,000)
			Total	\$215,000

(7) To modify appropriations made from the Capital Improvement Project Fund between FY09 and FY14. This list was reviewed by the Finance Committee on March 10, 2014. This amendment will enable funds to be freed up for higher priority projects in FY14 and FY15.				
Year	Project	Appropriation	Expended	Amount to Delete from / (Add) to Budget
FY09	Admin Building Roof Repair	35,000	-	35,000
FY09	Downtown Development	35,000	46,855	(11,855)
FY11	Downtown Development - Signage	70,000	41,825	28,175
FY10	School Demolition	150,000	86,108	48,892
FY10	Admin Building Repair	80,000	55,271	24,729
FY11	Public Works Tools	1,409	6,000	(4,591)
FY11	Visitor Center Improvements	7,500	4,418	3,082
FY12	KVVFD Water Filter System	5,000	1,790	3,210
FY12	Parks Trash Cans	5,000	0	5,000
FY12	Police Security System	50,000	0	15,000
FY12	School / Pool Locker Rm Design	25,000	13,085	11,915
FY12	Barnett Tank Resize Tank	13,983	0	13,983
FY12	Facility Master Plan	75,000	56,281	18,719
FY13	Harbor Fuel Facility Cardlock	35,000	0	35,000
FY13	PS Bldg Parking Lot	21,000	7,389	13,611
FY13	Public Works Flat Bed Truck	50,000	54,162	(4,162)
FY13	Police Patrol Vehicle	26,167	28,500	(2,333)
FY13	Chilkat Center Major Repairs	33,500	52,163	(18,663)
FY13	Sewer Main Repair Oceanview	25,000	5,079	19,921
FY13	Float Extension for EXI	25,000	25,354	(354)

FY13	Mosquito Lk Schl Fire Suppr.	42,500	43,089	(589)
FY13	Public Works Dump Truck	165,000	151,590	13,410
FY14	Fire Dept. SCBA Upgrade	43,000	0	43,000
FY14	New Roofing at Admin Bldg	40,000	0	40,000
FY14	2 Police Vehicles	75,000	71,373	3,627
FY14	Loader	220,000	219,804	196
FY14	MSL Fan Engineering	15,000	1,304	13,696
CIP Funds available to be re-appropriated				347,620
(8) To appropriate \$60,000 of Capital Improvement Project Funds for Wastewater Treatment Plant Improvements Design which was approved by the Assembly on April 8, 2014 with Resolution 14-04-549. The total contract is for \$113,000 and the remainder will be paid out of the advanced engineering budget. If the Haines Borough is successful in acquiring a loan from ADEC for this project the Borough may be refunded for this expense out of loan proceeds.				
		Current FY14 Budget	Proposed FY14 Budget	Fund Balance Increase / (Decrease)*
50-01-00-7392	Project Expenditures (WWTP Design)	\$0	\$60,000	(\$60,000)

* A positive amount in this column is favorable. A negative amount is unfavorable.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2014.

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 04/22/14
Date of First Public Hearing: ___/___/___
Date of Second Public Hearing: ___/___/___

Memorandum

Haines Borough
Office of the Mayor
103 Third Avenue S.
Haines, Alaska 99827
sscott@haines.ak.us
Voice (907) 766-2231 ext. 30

April 16, 2014

To: Haines Borough Assembly

Cc: Dave Sosa, Borough Manager
Michelle Webb, Acting Clerk

From: Stephanie Scott, Mayor, Haines Borough

Subject: Committee appointments :

- Jon Hirsch, Ron Jackson, Rich Chappell to the Parks and Recreation Advisory Committee

All committee vacancies have been advertised; the following recommendations from committees were supported by oral testimony taking place at the March 31, 2014 Parks and Recreation Advisory Committee meeting, recapped in emails to me from committee members.

Daymond Hoffman writes:

Ron and Jon have demonstrated an ability to manage meetings when needed and to do the work that needs to get done. Rich has spent many hours volunteering for kids activities, which is a quality needed for any level of service. Please tell the assembly that PRAC recommends them wholeheartedly and that they are proven assets to our community (April 16 email to sscott).

PRAC member Susan Luescher writes:

Both Ron and Jon have a passion for recreation and community as well as a commitment to participate in PRAC in order to achieve our goals. They are both valuable members of the committee. Rich will add wide-ranging insight of the outdoors, wildlife, and recreational opportunities through his work with the Alaska Department of Fish and Game (April 16 email to sscott).

I reached out to Rich Chappell for a little more details. Rich writes:

I am a year-round Haines resident who would like to enhance recreational opportunities for adults and children in the Haines area. As the father of 3 school-age children, I am motivated to find ways to maintain, improve, and expand the in-town recreation infrastructure in Haines, such as the pool and

the ice rink at the fairgrounds. As an outdoor recreation enthusiast, I see great potential for improving backcountry access by maintaining and expanding area trails and by coordinating construction of public use cabins.

From my work as a sport fishery biologist with the Alaska Department of Fish & Game, I have experience with land use planning, grant writing and administration, and promoting outdoor recreation opportunities.

I wholeheartedly endorse the PRAC's recommendation for the reappointment of Jon Hirsch and Ron Jackson to the committee and the new appointment of Rich Chappell. I hope that the Assembly will accept this recommendation and confirm the appointments of Jon Hirsch, Ron Jackson, and Rich Chappell to the Parks and Recreation Advisory Committee.

Haines Borough Application for Board Appointment



Clerks Office
Feb 24 2014

- Appointment** (I am not currently on the board)
- Reappointment** (I am currently a member of the board)

*BA meeting on
4/22/14*

Check the board, commission, or committee for which you are applying :

<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>	Port and Harbor Advisory Committee
<input type="checkbox"/>	Tourism Advisory Board	<input type="checkbox"/>	Fire Service Area Board #1
<input type="checkbox"/>	Chilkat Center Advisory Board	<input type="checkbox"/>	Fire Service Area Board #3 (Klehini)
<input checked="" type="checkbox"/>	Parks and Recreation Advisory Board	<input type="checkbox"/>	Letnikof Estates Road Maintenance Service Area Board
<input checked="" type="checkbox"/>	Museum Board of Trustees	<input type="checkbox"/>	Riverview Road Maintenance Service Area Board
<input type="checkbox"/>	Library Board of Trustees	<input type="checkbox"/>	Historic Dalton Trail Road Maintenance Service Area Board
<input type="checkbox"/>	Public Safety Commission	<input type="checkbox"/>	Four Winds Road Maintenance Service Area Board
<input type="checkbox"/>	Temporary (Ad-hoc) Board/Committee _____		

Name: Jon Hirsh
 Residence Address: 858 Ostlund Drive
 Mailing Address: P.O. Box 1646
 Business Phone: 303-7120 Home Phone: 766-3157
 Fax: _____ Email: jonasazi@aol.com

I declare that I am willing to serve as a member of the designated board, commission, or committee. Please enter my name for consideration of appointment by the mayor, subject to confirmation by the assembly. I am a registered voter of the State of Alaska and have resided within the Haines Borough for at least thirty (30) days preceding this date or the date of appointment.*

Signature of Applicant Feb 24, 2014 Date

PLEASE BRIEFLY DESCRIBE YOUR QUALIFICATIONS (You may attach a resume):
One term on Park and Rec advisory board
Twenty plus years working in the tourism industry -

* HBC 2.60.020 - A member of a committee, board or commission shall be a resident of the borough as defined below...a person qualifying as a borough resident shall: A) Continue to maintain the person's principal place of residence within the corporate boundaries of the borough and have done so for at least 30 days immediately preceding the date of the person's appointment by the mayor; and B) Physically occupy said residence for at least 30 days immediately preceding the date of the person's appointment by the mayor.

Michelle Webb

From: Ron Jackson [ronphotos@hotmail.com]
Sent: Tuesday, November 26, 2013 5:49 PM
To: Michelle Webb
Subject: RE: Expiration of Terms

BA My on 4/22/11

Follow Up Flag: Follow up
Flag Status: Completed
Categories: Orange Category

*PR Ae
Sent to Meredith on 11/30/13*

How about if I just tell you I am wanting to reapply to PARC in this note and skip the form.
I am "internet disadvantaged" in my current situation down here at the time so anything that makes it easier is good.
Ron.

From: mwebb@haines.ak.us
To: ronphotos@hotmail.com
Subject: RE: Expiration of Terms
Date: Wed, 27 Nov 2013 02:39:11 +0000

Good evening Ron,
I have attached a copy of the form to this email or you can just request re-appointment by email without the form (if that is easier).

Thank you.

Michelle L. Webb

Serving Interim Clerk (Deputy Clerk)
Haines Borough
P.O. Box 1209
Haines, AK 99827
P: (907) 766-2231 ext. 36
F: (907) 766-2716

From: Ron Jackson [mailto:ronphotos@hotmail.com]
Sent: Tuesday, November 26, 2013 4:08 PM
To: Michelle Webb
Subject: RE: Expiration of Terms

Hi Michelle. I plan to reapply so will get the form to you.
Ron.

Haines Borough Application for Board Appointment

Appointment (I am not currently on the board)

Reappointment (I am currently a member of the board)

BSA mtg on 4/22/14

Check the board, commission, or committee for which you are applying :

<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>	Port and Harbor Advisory Committee
<input type="checkbox"/>	Tourism Advisory Board	<input type="checkbox"/>	Fire Service Area Board #3 (Klehini)
<input type="checkbox"/>	Chilkat Center Advisory Board	<input type="checkbox"/>	Letnikof Estates Road Maintenance Service Area Board
<input checked="" type="checkbox"/>	Parks and Recreation Advisory Board	<input type="checkbox"/>	Riverview Road Maintenance Service Area Board
<input type="checkbox"/>	Museum Board of Trustees	<input type="checkbox"/>	Historic Dalton Trail Road Maintenance Service Area Board
<input type="checkbox"/>	Library Board of Trustees	<input type="checkbox"/>	Four Winds Road Maintenance Service Area Board
<input type="checkbox"/>	Public Safety Commission	<input type="checkbox"/>	
<input type="checkbox"/>	Temporary (Ad-hoc) Board/Committee _____		

Name: RICHARD CHAPELL
 Residence Address: 85 MCPHETRES LANE
 Mailing Address: PO BOX 574, HAINES, AK 99827
 Business Phone: 907-766-3638 Home Phone: 907-303-7204
 Fax: _____ Email: richard-chapell@yahoo.com

I declare that I am willing to serve as a member of the designated board, commission, or committee. Please enter my name for consideration of appointment by the mayor, subject to confirmation by the assembly. I am a registered voter of the State of Alaska and have resided within the Haines Borough for at least thirty (30) days preceding this date or the date of appointment.*

Richard Chapell
 Signature of Applicant

3/26/2014
 Date

PLEASE BRIEFLY DESCRIBE YOUR QUALIFICATIONS (You may attach a resume):

I AM A YEAR-ROUND HAINES RESIDENT WHO WOULD LIKE TO ENHANCE RECREATIONAL OPPORTUNITIES FOR ADULTS AND CHILDREN IN THE HAINES AREA. FROM MY WORK AS A SPORT FISH MANAGEMENT BIOLOGIST, I HAVE EXPERIENCE WITH LAND USE PLANNING, GRANT ADMINISTRATION, AND OUTDOOR RECREATION SITES.

* HBC 2.60.020 - A member of a committee, board or commission shall be a resident of the borough as defined below...a person qualifying as a borough resident shall: A) Continue to maintain the person's principal place of residence within the corporate boundaries of the borough and have done so for at least 30 days immediately preceding the date of the person's appointment by the mayor; and B) Physically occupy said residence for at least 30 days immediately preceding the date of the person's appointment by the mayor.

AS A FATHER OF 3 SCHOOL-AGE CHILDREN, I AM FAMILIAR WITH THE CURRENT RECREATION INFRASTRUCTURE IN HAINES, AND I AM MOTIVATED TO MAINTAIN, IMPROVE, AND EXPAND THOSE FACILITIES. THANK YOU FOR YOUR CONSIDERATION. *Richard Chapell*

Memorandum

Haines Borough
Office of the Mayor
103 Third Avenue S.
Haines, Alaska 99827
sscott@haines.ak.us
Voice (907) 766-2231 ext. 30

April 16, 2014

To: Haines Borough Assembly

Cc: Dave Sosa, Haines Borough Manager
Michelle Webb, Interim Clerk;

From: Stephanie Scott, Mayor, Haines Borough

Subject: Haines Borough Energy Round Table, focus on goal of a community-wide energy rate of \$0.15 per KWH

I propose to bring the electrical energy developers and providers for Haines together in a round table with the Haines Borough Assembly and the Planning Commission to discuss our community goal of an electrical rate of \$0.15 per KWH. Fifteen cents per kilowatt hour has been identified as the optimal rate in the Haines Borough Comprehensive Plan. How can we work together to achieve that goal? What steps need to occur to reach this goal?

Invitees will include Bob Grimm representing AP&T; Jodi Mitchell, representing IPEC; and John Floreske, representing Southern Energy. I recommend that we also invite the Municipality of Skagway to send a delegation.

Robert Venables, Energy Coordinator for Southeast Conference and a member of the Haines Borough Planning Commission has offered to co-facilitate the round table with me. The format will include solicitation of initial questions from the Assembly and the Planning Commission to be delivered to the participants prior to the Round Table, so that participants can prepare responses; but there will also be the opportunity for follow-up questions from the Assembly and Planning Commissioners; as well as some time reserved for questions and concerns from the public.

I checked with the attorney whether or not an invitation of this nature to APT was appropriate given our intervention in the APC rate case. Mr. Muson replied "there is no harm talking about issues with APC. In fact, it sounds rather productive, so at least from the rate case there is nothing to worry about" (April 15, 2014 email communication to Mayor Scott).

Before I move further down this path, I am seeking Assembly concurrence of the concept.

A sample letter of invitation is attached.

DRAFT

Borough Letterhead

Dear Energy Developers/Distributors:

The Haines Borough is faced with increasing questions and uncertainty as to what the future brings for our economy – in large part due to the increasing costs of energy and the lack of an abundant renewable resource on the horizon to power the economy that Haines envisions. Our job base seems stable – yet always precarious. We are encouraged by the prospect of a new hotel and the jobs it may bring, but what long-term success does the future hold for any of our businesses if their cost of doing business continually consumes their narrow profit margins?

The Haines Borough's Comprehensive Plan commits us to focus on developing a more certain economic future and broader job base while lowering the cost of energy for rate-payers. The community has set a goal of an electrical rate of \$0.15 per kilowatt hour (or less) that we feel is needed to maintain the economy that currently exists and will be necessary to attract future business to Haines. We need your help in identifying options to meet this goal and defining a path forward.

As Mayor of the Haines Borough, I would invite each of you to participate in a roundtable discussion to articulate how your company can assist in achieving these goals. AP&T should have its findings for Connelly Lake available and bring the company's broad experience in developing renewable energy infrastructure. IPEC has proposed developing Walker Lake – how does that help lower the cost of energy to rate payers in the Chilkat Valley - and by how much? Southern Energy is a proven innovator and successful developer of two hydros in the Haines Borough. What creative thinking can each of you bring to this discussion?

Please propose dates that you would be able to come to Haines within the next 60 days for this very important roundtable. I will, by copy of this letter request that the Alaska Energy Authority provide their expertise and join us as well. Your participation is vital and greatly appreciated.

Sincerely,

Stephanie Scott, Mayor
Haines Borough

Cc: AEA Executive Director, Sara Fisher-Goad
Southeast Conference Energy Coordinator, Robert Venables

Date: April 10, 2014

Subject: Haines Borough *“Medical Service Area Fund”*

Dear Haines Borough Assembly:

The recent appropriation of \$4,000.00 from the “Medical Service Area Fund” draws attention to the purpose of what this fund was meant to be: “public funds derived from the passage by the people of Haines Borough Proposition A, ratified by borough voters October 1, 1996”. (taken directly from HB code **3.25.010** Policy and Intent - to provide for proper accounting and management of these funds), to provide ambulance service for everyone in the Haines area.

A brief history of this tax will show that it (0.5% of the Borough Sales Tax) seemed to be the best way to collect the area wide funding, necessary to provide EMS / Ambulance service for the whole area. The HVFD provides a State Certified Ambulance service that covers the entire road systems of the local area, and often beyond. At that time, (1996) some portions of the valley were in Fire Districts that were being taxed for this service, and some that were not. This tax also seemed like the only reasonable way to collect funding from another ever-increasing expense to the EMS services - Tourism. This tax collects equally from everyone trading in the Haines Area, to provide ambulance service.

The concept for this tax was great, but the application of how the money is being spent is not! Since the tax included the word “Medical”, it didn’t take long before private interpretations by people controlling this fund determined that “anything” with the word or meaning of medical, qualified for this Borough Tax. Consequently, the “Purpose” [3.25.020] and Management [3.25.030] were changed in November of 2012, by Ordinance 12-10-305

Were you told, when you recently approved \$4,000.00 of this fund, or aware that the same organization had already requested \$30,000.00 of this sales tax funding, of which it is to receive \$28,750.00?

What is my issue with this? The HVFD was ask to submit two budgets for FY-2015; First, a “status quo” budget to equal last years amounts, which amounts to a cut in our line items to compensate for the wage increases, and second, a budget which reduces last year’s numbers by 10%. None of this is unreasonable, considering the local economy, and I have no problem with the budget requests. But I do have a problem with being asked for a 10% cut to the budget this tax is being collected for while the Borough is giving it to agencies outside the Borough government. ??

I would like request Chapter 3.25 of the Haines Borough Code be placed on the Agenda for a reconsideration of the changes made to “Medical Service Area Fund” by Ordinance 12-10-305 on November 6, 2012.

My suggestion is to focus on the “Medical” response needs of the Borough and change 3.25.020 and 3.25.030 back to what the people voted on, so that the Borough Taxes collected, cover the (EMS) fund that people think they are paying for.

Sincerely,

Roc Ahrens
Assistant Fire Chief