

Haines Borough
Borough Assembly Meeting #269

AGENDA



May 13, 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, MMC
Borough 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 – Approve Assembly Meeting Minutes
- 8B – Chilkat Center Facility Report
- 8C – Fire Department Report
- 11A2 – Resolution 14-05-557
- 11A3 – Resolution 14-05-558
- 11A5 – Resolution 14-05-560
- 11A6 – Resolution 14-05-561
- 11A7 – Resolution 14-05-562
- 11B1 – Ordinance 14-05-379
- 11B2 – Ordinance 14-05-380
- 11C2 – Letter Requesting New Park Ranger
- 11C3 – Approve Change Order for Letnikof Project

*** 4. APPROVAL OF ASSEMBLY MINUTES** – 4/22/14 Regular, 4/29/14 Special, and 5/7/14 Special Joint Meeting with Planning Commission

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

6. MAYOR'S COMMENTS/REPORT

- A. Proclamation** – EMS Week, May 18-24
- B. Legislative Priorities**

7. PUBLIC HEARINGS

A. Ordinance 14-04-373 - Second 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 introduced on 4/8 and had a first public hearing on 4/22. The clerk asks for consideration of a few amendments prior to adoption. **Motion:** Adopt Ordinance 14-04-373.*

B. Ordinance 14-04-374 - Second 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 was introduced on 4/8 and had a first public hearing on 4/22. The clerk asks for consideration of a substitute ordinance. **Motion:** Adopt Ordinance 14-04-374.*

C. Ordinance 14-04-375 - Second 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 was introduced on 4/8 and had a first public hearing on 4/22. **Motion:** Adopt Ordinance 14-04-375.*

7. PUBLIC HEARINGS ---continued---

D. Ordinance 14-04-377 - First Public Hearing

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

*This ordinance was introduced on 4/22. It is recommended by the finance committee that reviewed the proposed amendments on 5/6. **Motion:** Advance Ordinance 14-04-377 to a second public hearing on 5/27/14.*

E. Ordinance 14-05-378 – Introduction and First Public Hearing

An Ordinance of the Haines Borough, Alaska, providing for the establishment and adoption of the budget of the Haines Borough for the period July 1, 2014 through June 30, 2015.

*This ordinance is recommended by borough manager. **Motion:** Introduce Ordinance 14-05-378, hold a first public hearing during this meeting as scheduled by the assembly on 3/25/14, and confirm the second public hearing is still scheduled for 5/27/14.*

8. STAFF/FACILITY REPORTS

A. Borough Manager – 5/13/14 Report

* B. Chilkat Center – Facility Report of April 2014

* C. Haines Volunteer Fire Department – Report of April 2014

9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

A. Assembly Standing Committee Reports

10. UNFINISHED BUSINESS

11. NEW BUSINESS

A. Resolutions

1. Resolution 14-05-556

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to create a skiing/sledding area on Borough property near Mt. Riley Road at a cost not-to-exceed \$8,000.

*This is a parks and recreation advisory committee proposal and is recommended by the planning commission. **Motion:** Adopt Resolution 14-05-556.*

* 2. Resolution 14-05-557

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a construction contract with J&M Logging, Inc. for the Aluminum Floating Fish Waste Dumpsters project for an amount not-to-exceed \$37,490.

*This resolution is recommended by the Harbormaster. **Motion:** Adopt Resolution 14-05-557.*

* 3. Resolution 14-05-558

A Resolution of the Haines Borough Assembly authorizing a refund of interest and penalty in the amount of approximately \$1,898 that was not included in the calculated refund already paid for a corrected manifest clerical error involving real property account C-HHY-03-0900.

*Resolution 13-10-510, adopted in Oct. 2013, authorized a refund for incorrectly paid property taxes. That refund did not include the penalty and interest that had also been paid by the property owner. An additional refund is discretionary (not legally required), however the borough manager believes it is the right thing to do in this situation and recommends the refund be made. **Motion:** Adopt Resolution 14-05-558.*

4. Resolution 14-05-559

A Resolution of the Haines Borough Assembly accepting the final design for Picture Point Wayside Improvements and authorizing the Borough Manager to facilitate the project.

*This resolution is recommended by the planning commission. **Motion:** Adopt Resolution 14-05-559.*

11. NEW BUSINESS ---continued---

* 5. Resolution 14-05-560

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a construction contract with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$1,130,500.

*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-05-560.*

* 6. Resolution 14-05-561

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with PND Engineers, Inc. for an amount not-to-exceed \$30,105 for Third Avenue Improvements project limited contract administration and construction inspection services.

*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-05-561.*

* 7. Resolution 14-05-562

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a professional services contract with Roc Ahrens for onsite inspection for the Third Avenue Improvements project for an amount not-to-exceed \$37,800.

*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-05-562.*

B. Ordinances for Introduction

* 1. Ordinance 14-05-379

An Ordinance of the Haines Borough authorizing the Borough Manager to negotiate and execute a new lease with Goat Lake Hydro, Inc., a subsidiary of Alaska Power & Telephone, for the specified parcel of Borough property for the Goat Lake Hydro plant at Lutak.

*The Comprehensive Plan, Objective 15M(4) recommends the borough "support and protect energy production at existing hydro facilities including Lutak Hydro (AP&T). This ordinance allows the manager to negotiate a new rent amount and secure a replacement lease for this hydro facility. **Motion:** Introduce Ordinance 14-05-379 and set a first public hearing for 5/27/14.*

* 2. Ordinance 14-05-380

An Ordinance of the Haines Borough amending Borough Code Title 3 Section 3.24.050 to increase the cap for stock investments for the Permanent Fund from 25% to 50%.

*This amendment was recommended by the finance committee on 3/10/14. **Motion:** Introduce Ordinance 14-05-380 and set a first public hearing for 5/27/14.*

C. Other New Business

1. Board Appointments

*An appointment application has been received for a seat on the Letnikof RMSA Board. The mayor plans to make the appointment and seeks assembly confirmation. **Motion:** Confirm the mayor's appointment of Michael Marks to the Letnikof Road Maintenance Service Area Board for a three-year term ending November 2016.*

* 2. Request for Replacement State Parks Ranger for Haines

*The Haines Park Ranger has moved on, and there is some concern that DNR does not plan to assign a new ranger to Haines. The mayor drafted a letter of request and seeks assembly approval to send it. **Motion:** Approve the draft letter to Mike Eberhardt, Park Superintendent, requesting assignment of a new park ranger to Haines.*

* 3. Change Order for Letnikof Cove Harbor Renovations

*A change order to the existing contract with Pacific Pile & Marine for the Letnikof renovations project is strongly recommended in order to repair a structural crack in the pontoon float. A detailed explanation of the need and importance is provided in the manager's 5/13/14 report to the assembly. **Motion:** Authorize the manager to execute a change order, not to exceed \$45,000, for the repair of the pontoon float at Letnikof harbor.*

12. CORRESPONDENCE/REQUESTS

1. Medical Service Area Fund – Roc Ahrens

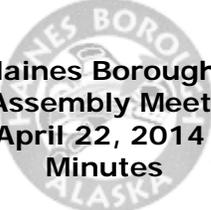
Note: on 4/22/14, this correspondence was postponed by assembly motion to this meeting.

13. SET MEETING DATES

14. PUBLIC COMMENTS

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

16. ADJOURNMENT


Haines Borough
Borough Assembly Meeting #268
April 22, 2014
Minutes

Draft

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**, Debra **SCHNABEL**, Dave **BERRY**, George **CAMPBELL**, Diana **LAPHAM**, and Joanne **WATERMAN**.

Staff Present: David **SOSA**/Borough Manager, Michelle **WEBB**/Deputy Clerk, Darsie **CULBECK**/Executive Assistant, Carlos **JIMENEZ**/Director of Public Facilities, Bill **MUSSER**/Police Chief, Phil **BENNER**/Harbormaster, Helen **ALTEN**/Museum Director, and others.

Visitors Present: Karen **GARCIA**/CVN, Karen **HESS**, Sean **GAFFNEY**, Bill **KURZ**, Scott **SUNDBERG**, Jim **STUDLEY**, Carol **TUYNMAN**, Dana **HALLETT**, Della **BROUILLETTE**, Kyle **GRAY**, Jack **WENNER**, and others.

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

The following Items were on the published 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

Motion: **BERRY** moved to approve the agenda and the consent agenda. It was amended to: add 11C4 – CIA Pellet Letter to Washington D.C. to the agenda, remove 11A4 from the consent agenda, and add 11A1 to the consent agenda. The motion carried unanimously.

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

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

TUYNMAN - Tourism Director position.

HALLETT – Removal of wrecked vehicle at 7-Mile Haines Highway

SUNDBERG – Heliport Monitoring and Winter Tourism Study

6. **MAYOR'S COMMENTS/REPORT**

SCOTT handed out community clean-up bags to promote the annual community clean-up event. The bags have been supplied by Haines Borough as a joint venture with the Chamber of Commerce. The mayor also summarized her written 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).

Mayor **SCOTT** opened and closed the public hearing at 6:49pm; there were no public comments.

Motion: **WATERMAN** moved to “postpone Ordinance 14-02-370 to the 5/13/14 borough assembly meeting.” The motion carried unanimously.

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.

Mayor **SCOTT** opened and closed the public hearing at 6:57pm; there were no public comments.

Motion: **BERRY** moved to “adopt Ordinance 14-03-372.” The motion carried unanimously.

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.

Mayor **SCOTT** opened the public hearing at 7:00pm.

HALLETT - thankful for election reform and offered several written recommendations.

Hearing no further public comments, Mayor **SCOTT** closed the public hearing at 7:07pm.

Motion: **BERRY** moved to “advance Ordinance 14-04-373 to a second public hearing on 5/13/14,” and it was amended to strike 11.24.010(A)(2)(d)(4) and renumber. The motion, as amended, carried unanimously.

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.

Mayor **SCOTT** opened the public hearing at 7:12pm.

HESS - hopeful this ordinance clarifies terms of use.

Hearing no further public comments, Mayor **SCOTT** closed the public hearing at 7:13pm.

Motion: **BERRY** moved to “advance Ordinance 14-04-374 to a second public hearing on 5/13/14,” and the motion carried unanimously.

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.

Mayor **SCOTT** opened and closed the public hearing at 7:21pm; there were no public comments.

Motion: **LAPP** moved to “advance Ordinance 14-04-375 to a second public hearing on 5/13/14,” and the motion carried unanimously.

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.

Mayor **SCOTT** opened the public hearing at 7:29pm.

CULBECK - wrong version of agreement provided in meeting packet.

A recess was taken for a few minutes to enable assembly members to access the revised agreement on the borough website.

Hearing no further comments, Mayor **SCOTT** closed the public hearing at 7:45pm. There were no other public comments.

Motion: **LAPP** moved to "advance Ordinance 14-04-376 to a second public hearing at a special meeting on 4/29/14," and the motion carried unanimously.

8. STAFF/FACILITY REPORTS

A. Borough Manager – 4/22/14 Report

SOSA summarized his written report and entertained questions.

***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

SCHNABEL reported on the Commerce Committee meeting at which the solid waste survey, Upper Lynn Canal crabbing, and business licensing were discussed.

Motion: **SCHNABEL** moved to "direct the manager to review the borough's business licensing process; align all businesses, regardless of type; and administer uniformly," and the motion carried unanimously.

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."

Motion to Amend: **CAMPBELL** moved to amend the main motion to read "authorize 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," and the motion carried unanimously.

The main motion, as amended, carried 5-1 with **WATERMAN** opposed.

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.

The motion adopted by approval of the consent agenda: "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.

The motion adopted by approval of the consent agenda: "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.

There was no public comment.

Motion: WATERMAN moved to "adopt Resolution 14-04-554," and it was amended to strike the fifth WHEREAS clause. The main motion, as amended, carried 5-1 with CAMPBELL opposed.

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.

GAFFNEY and PIPER spoke in favor.

Motion: LAPHAM moved to "adopt Resolution 14-04-555," and the motion carried unanimously.

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.

There was no public comment.

Motion: BERRY moved to "adopt Resolution 14-01-530," and it was amended to substitute the proposed memorandum of understanding in its entirety with the substitute agreement recommended by the borough attorney. The motion, as amended, carried unanimously.

Note: A concern was raised about BERRY possibly having a conflict of interest since he is tribal administrator for the CIA. The mayor ruled there was no conflict. Several miscellaneous corrections are needed prior to finalizing the agreement, and it was noted BERRY would send an email containing them to staff to forward to the attorney.

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.

The motion adopted by approval of the consent agenda: "Introduce Ordinance 14-04-377 and set a first public hearing for 5/13/14."

C. Other New Business

1. **Board Appointments**

Motion: WATERMAN moved to "confirm the mayor's appointment of Jon Hirsh and Ron Jackson to the Parks and Recreation Advisory Committee for terms ending 11/2017, and Rich Chappell to the Parks and Recreation Advisory Committee for a term ending 11/2015," and the motion carried unanimously.

2. **Alaska Power Company Rate Intervention**

Motion: WATERMAN moved to "go into executive session as allowed by AS 44.62.310(c)(2) regarding pending litigation - Alaska Power Company (APC) Rate Intervention; this matter qualifies for executive session because it is being held to provide direction to the borough attorney regarding the handling of this specific legal matter; and the assembly requests the borough manager and the borough attorney join the assembly in this session." The motion carried 5-1 with CAMPBELL opposed.

Present: Mayor Scott; Assembly Members Lapp, Waterman, Lapham, Berry, Schnabel, and Campbell; Borough Manager Dave Sosa, and Borough Attorney Brooks Chandler (via teleconference). The executive session convened at 9:14pm and ended at 10:06pm.

No action was taken following the executive session.

Motion: **SCHNABEL** to "postpone the Medical Service Area Fund topic (under Correspondence) to the 5/13/14 meeting," and the motion carried unanimously.

3. Haines Borough Energy Round Table Proposal

Note: Mayor Scott has proposed a Haines Borough Energy Round Table meeting to discuss optimal energy rates.

Motion: **WATERMAN** moved to "accept the mayor's concept of a Haines Borough Energy Round Table and authorize invitations to the proposed participants," and the motion carried unanimously.

4. CIA Pellet Mill Support (added during agenda approval)

Motion: **WATERMAN** moved to "accept the draft letter of borough support for the Chilkoot Indian Association pellet mill request that will be taken to Washington DC," and the motion carried unanimously.

*Note: A concern was raised about **BERRY** possibly having a conflict of interest since he is tribal administrator for the CIA. The mayor ruled there was no conflict.*

12. CORRESPONDENCE/REQUESTS

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

13. SET MEETING DATES

A. Governmental Affairs and Services Committee – On 1/9/14 the planning commission requested a policy be developed to allow exemptions and/or deferral to participate in local improvement districts (LIDs). This item was postponed to April. The committee chair will set a meeting date.

B. A Finance Committee meeting will be set by the chair.

14. PUBLIC COMMENTS

There were no public comments.

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

There were no assembly comments.

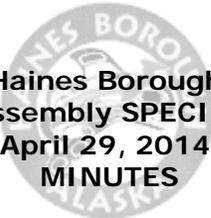
16. ADJOURNMENT – 10:13pm

Motion: **CAMPBELL** moved to "adjourn the meeting," and the motion carried with no objection.

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk


Haines Borough
Borough Assembly SPECIAL Meeting
April 29, 2014
MINUTES

Draft

THIS SPECIAL MEETING WAS HELD SOLELY FOR CONSIDERING THE ITEMS LISTED ON THE PUBLISHED AGENDA. NO ADDITIONAL ISSUES WERE CONSIDERED AT THIS MEETING.

1. **CALL TO ORDER/PLEDGE TO THE FLAG**: Mayor **SCOTT** called the meeting to order at 5:05 p.m. in the Assembly Chambers and led the pledge to the flag.

2. **ROLL CALL**

Present: Mayor Stephanie **SCOTT**, and Assembly Members Jerry **LAPP**, Debra **SCHNABEL**, Diana **LAPHAM**, Joanne **WATERMAN**, and George **CAMPBELL** (via teleconference). **Absent:** Dave **BERRY**.

Staff Present: David **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Carlos **JIMENEZ**/Director of Public Facilities, and Bill **MUSSER**/Chief of Police.

Visitors Present: Karen **GARCIA**/CVN, Margaret **FRIEDENAUER**/KHNS, and Don **TURNER Jr.**

3. **APPROVAL OF AGENDA**

Motion: **LAPP** moved to "approve the agenda." The motion carried unanimously.

4. **PUBLIC COMMENTS** - None

5. **BUSINESS**

A. **Ordinance 14-04-376** – 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 plant No. 2008-21, Haines Recording District, First Judicial District, State of Alaska.

Mayor **SCOTT** opened and closed the public hearing; there were no public comments.

Motion: **LAPP** moved to "adopt Ordinance 14-04-376," and the motion carried unanimously.

6. **PUBLIC COMMENTS** - None

7. **ADJOURNMENT**– 5:12 p.m.

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

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Haines Borough
Borough Assembly SPECIAL Meeting
April 29, 2014
MINUTES

Draft

THIS SPECIAL MEETING WAS HELD SOLELY FOR CONSIDERING THE ITEMS LISTED ON THE PUBLISHED AGENDA. NO ADDITIONAL ISSUES WERE CONSIDERED AT THIS MEETING.

1. **CALL TO ORDER/PLEDGE TO THE FLAG**: Mayor **SCOTT** called the meeting to order at 5:05 p.m. in the Assembly Chambers and led the pledge to the flag.

2. **ROLL CALL**

Present: Mayor Stephanie **SCOTT**, and Assembly Members Jerry **LAPP**, Debra **SCHNABEL**, Diana **LAPHAM**, Joanne **WATERMAN**, and George **CAMPBELL** (via teleconference). **Absent**: Dave **BERRY**.

Staff Present: David **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Carlos **JIMENEZ**/Director of Public Facilities, and Bill **MUSSER**/Chief of Police.

Visitors Present: Karen **GARCIA**/CVN, Margaret **FRIEDENAUER**/KHNS, and Don **TURNER Jr.**

3. **APPROVAL OF AGENDA**

Motion: **LAPP** moved to "approve the agenda." The motion carried unanimously.

4. **PUBLIC COMMENTS** - None

5. **BUSINESS**

A. **Ordinance 14-04-376** – 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 plant No. 2008-21, Haines Recording District, First Judicial District, State of Alaska.

Mayor **SCOTT** opened and closed the public hearing; there were no public comments.

Motion: **LAPP** moved to "adopt Ordinance 14-04-376," and the motion carried unanimously.

6. **PUBLIC COMMENTS** - None

7. **ADJOURNMENT**– 5:12 p.m.

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

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Haines Borough
Assembly and Planning Commission
Joint Session

May 7, 2014 – 6:30pm
Haines Public Library

Draft

Minutes

A. Call to Order/Pledge to the Flag

Mayor **SCOTT** called the meeting to order at 6:30 pm in the Haines School Library and led the pledge to the flag.

B. Assembly Roll Call

Present: Mayor Stephanie **SCOTT**, and Assembly Members Jerry **LAPP**, Debra **SCHNABEL**, George **CAMPBELL**, Diana **LAPHAM**, Dave **BERRY**, and Joanne **WATERMAN**.

C. Planning Commission Roll Call

Present: Chairman Rob **GOLDBERG**, and Commissioners Robert **VENABLES**, Andy **HEDDEN**, Lee **HEINMILLER**, Don **TURNER** III, and Heather **LENDE**. **Absent:** Danny **GONCE**.

Staff Present: Dave **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Xi **CUI**/Planning & Zoning Technician, Carlos **JIMENEZ**/Director of Public Facilities, Darsie **CULBECK**/Executive Assistant, and others.

Visitors Present: Karen **GARCIA**/CVN, Margaret **FRIEDENAUER**/KHNS, Lenise **HENDERSON-FONTENOT**, and others.

D. Approval of Agenda

Motion: **LAPP** moved to "approve the agenda," and the motion carried unanimously.

E. Public Comments - None

F. Business

a. Role of the Planning Commission as Outlined in Charter and Code

A discussion was led by **GOLDBERG** and **SCHNABEL**. No action was taken.

b. Borough Annual Capital Improvement List and Land Sales

SOSA gave a PowerPoint presentation and led a discussion. No action was taken.

A fire alarm in the library caused a sudden recess.

c. Downtown Revitalization Committee Update

Note: Because of the fire alarm, this portion of the meeting took place outside of the building and away from the meeting recorder.

HENDERSON-FONTENOT provided an update on the activities and plans of the Downtown Revitalization Committee. The next committee meeting is scheduled for 5:00 p.m., May 20th, at the Haines Borough Public Library.

G. Planning Commission/Assembly Comments - None

H. Adjournment – 7:45 p.m.

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Office of the Mayor
Haines Borough, Alaska

Proclamation

Emergency Medical Services Week
May 18-24, 2014

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I, Stephanie Scott, Mayor of the Haines Borough, in recognition of this event do hereby proclaim the week of May 18-24, 2014 as *Emergency Medical Services Week* with the theme “EMS: Dedicated. For Life,” and I encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Signed and Sealed on this 9th day of May, 2014.

Stephanie Scott, Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

Memorandum

Haines Borough
 Office of the Mayor
 103 Third Avenue S.
 Haines, Alaska 99827
 sscott@haines.ak.us
 Voice (907) 766-2231 ext. 30

May 7, 2014

To: Haines Borough Assembly

Cc: Dave Sosa, Borough Manager
 Julie Cozzi, Clerk
 Jila Stuart, Finance Director

From: Stephanie Scott, Mayor, Haines Borough

Subject: FY15 Local Legislative Priorities

The Haines Borough Assembly met as a Committee of the Whole May 6 to develop local legislative priorities for FY15. The Assembly agreed that the list is fluid; is not yet prioritized, and will be re-visited to formalize and adopt.

I have emphasized (bold) the items can impact on the FY15 budget, either as an amendment (added expense which could result in an increase in mill rate) prior to adoption, or as an adjustment to allocation of revenue to meet added expense as a budget amendment after adoption.

The “working” list follows:

- Solid Waste management – establish borough wide regulation
- **Sewer Treatment Plant....go beyond design, get structure stabilized**
- **Borough’s participation in utility extension**
- Retirement of 40% requirement for election of Assembly and Mayor in Charter and code
- Modification of requirements to provide for water/sewer hookup
- Modification of notification for zoning changes and conditional use permits to capture more of the neighborhood (present requirement is to notify property owners within 200 feet of activity)
- Resolution of water delivery measurement perceived inequity: residential meter vs. flat rate
- **Provide training for Assembly members and staff with respect to engaging state legislators and agencies to address local issues**
- Provide oversight for septic system owners to prevent contamination of ground water and wells

- **Examine pros and cons of engaging a professional lobbyist to represent the Haines Borough in Juneau**
- Examine our regulations and practices with the goal of achieving a “business friendly” reputation
- **Redesign the Capital Improvement Fund to distinguish between CIP and operating expense that is maintenance**



Agenda Bill No.: 14-442

Assembly Meeting Date: 4/22/14

Business Item Description:	Attachments:
Subject:	1. Ordinance 14-04-373 2. Borough Clerk Memo responding to Hallett Issues and a proposed ordinance amendment 3. Dana Hallett Issues brought to assembly on 4/22/14
Title 11 Election Code	
Originator: Borough Attorney / Borough Assembly	
Originating Department:	
Date Submitted: 3/25/14	

Full Title/Motion:
Motion: Adopt Ordinance 14-04-373.

Administrative Recommendation:

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

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.: Goal 2, Objective 2A	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
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 a new draft was introduced on 4/8. That draft was slightly amended following the first public hearing on 4/22. During that hearing, Mr. Hallett presented some additional election concerns he has, and the borough clerk was subsequently asked to report to the assembly following her review of the issues. The clerk has proposed an amendment for assembly consideration.

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

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s): 4/22, 5/13/14
Meeting Date(s): 4/8, 4/22, 5/13/14	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) Registered to vote in a location other than the Haines Borough and provided a physical address outside of the Haines Borough;

(5) 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

(6) 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 restrain 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 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

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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: 05/13/14



Memo from the Clerk

Date: May 13, 2014
To: Mayor and Assembly
Cc: Borough Manager
From: Julie Cozzi, MMC, Borough Clerk
Re: Ordinance 14-04-373 – Response to D. Hallett Issues & Clerk Recommendations

On April 22, 2014, Dana Hallett proposed three election reform items to you for your consideration. You asked me to review the items and prepare a recommendation. I have provided a suggested motion at the bottom of this memo.

Issue 1: Election Official Actions that are grounds for an election contest

Dana recommended either reverting back to the original *Subsection A* wording or making the following amendment to Section 11.52.030. I think the suggested amendment is a good idea, and I recommend you make this amendment.

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 **that is not within the normal approved election procedures** 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.

I also recommend you make the same amendment to Section 11.52.010, as follows:

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 **that is not within the normal approved election procedures** 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.

Issue 2: 40% vote requirement for election & run-off elections

As you know, on May 6, the assembly met as a committee of the whole to discuss a new list of legislative priorities. You added to your list the issue of a Charter amendment to remove the 40% requirement. The related run-off election issue Dana raised would be easily resolved with that amendment, so I do not recommend a code amendment until the Charter is addressed.

Issue 3: Ballot counting in full view

Dana is concerned about the wording in HBC 11.40.080, and I agree that new wording would be more accurate. I propose the following amendments to that section:

11.40.080 Counting of ballots.

A. **All action of the election officials** ~~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 **and optical scan results** are counted **handled in any way**. 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 **and optical scan results** shall not be marked in any way by anyone during the tallying **and reconciliation**.

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.

Additionally, after reviewing Chapter 11.40, I realized the following section would benefit from additional language. The new Subsection A would require all subsequent lettering in that section to be renumbered. I ask for your consideration of this amendment.

11.40.060 Voting procedures at the polls.

A. The borough clerk shall provide a ballot box and an adequate number of voting booths for each polling place. Voting booths shall enable each voter to mark a ballot screened from observation. The ballot box shall be placed outside of the voting booths in plain view of the election officials and other persons at the polling place.

~~A.B.~~ 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.

Suggested amendment motion offered by the Clerk:

"I move to amend Ordinance 14-04-373 by making the changes as recommended in the May 13, 2014 memo from the borough clerk."

Electron Comments from
Dana Hallett at 4/22/14
meeting

An election process that is fair, transparent, and clear is foundational to a strong representative democracy. I would like to thank the Mayor, the assembly and the administrative staff who have worked on election reform.

There are three items that I would like you to consider.

Item 1, RE: 11.52.030

Notice of election contest, prior to the proposed amendment, was: "A candidate or 10 qualified voters who voted in that election of any person or the approval or rejection of any question or proposition upon one or more of the following grounds: (A) a mistake, misconduct, fraud, or corruption . . . etc." In the proposed amendment, " mistake, misconduct, fraud, or corruption" has been changed to "any action."

I recommend that the old language be retained, or that *more clear language* might be something like, "any action on the part of an election official that is not within the normal approved operational procedures that is sufficient to change the result of the election . . ."

Item 2.

The Haines Borough Charter states, "If no candidate receives more than 40 percent of the votes, the seat will be filled by the winner of a runoff election..." "

The proposed changes to the code are not congruent with the charter in two ways. First, when we vote for a slate of candidates, for, say, three vacant seats we have the option of voting for none, one, two, or three candidates. Because many voters may choose fewer than three names, the 40% requirement becomes mathematically meaningless. If our purpose is to elect to office those candidates who have a significant support of the electorate, this does not do it.

We could fix this by either changing the charter by deleting the 40 percent requirement or we could require voters to cast three votes; presumably three votes for the same candidate or spread their votes out among two or three. This change *might make* the 40% requirement more meaningful.

Secondly, the Charter states, "If no candidate receives more than 40% of the vote, the seat will be filled by the winner of a runoff election between the two candidates receiving the most votes." This language would need to be changed in the charter, because voters now make multiple choices from a slate of candidates. Would the top vote getter in a race with two seats vacant be required to run again? Would you include three of the four candidates in the runoff or all four?

Top two vote getters
win
in a two seat race
is easy to understand . . .

Issue 3. RE: 11.40.080

Quote: "The opening of the ballot box and the counting of the ballots shall be accomplished in full view of any persons present." My issue refers to the manner in which the votes are counted using the optical scanners. The ballots are counted in this case, not in the open, but sequestered inside a little black box. The manner in which our ballots are counted are clearly **not** in " full view of any persons present."

If the assembly feels that this is good enough, then I would recommend that the assembly state so in code. It is important that the public understand fully what is involved in elections that are not completely controlled by the neutral, fair ambitions of the local voters.

Joseph Stalin once said,

"It's not the people who vote that count, it's the people who count the votes."

Let's keep this implication from being true.



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-443

Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Amend the Terminal Tariff Rate for Lightering Float	1. Ordinance 14-04-374 2. Substitute ordinance with reformatting 3. Page from Tariff to show how it will look after ordinance adoption
Originator: Harbormaster	
Originating Department: Ports and Harbors	
Date Submitted: 3/31/14	

Full Title/Motion:
Motion: Adopt Ordinance 14-04-374.

Administrative Recommendation:
The manager, 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: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 manager, finance director, and harbormaster. Three rate increase options were considered, and staff recommends an incremental 5% rate increase each year with 2014 remaining the same. On 4/22, the assembly requested the clerk look into reformatting the tariff to make it easier to read, and the clerk has proposed a substitute ordinance, to that effect that includes additional text changes to clarify it even more.

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

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s): 4/22, 5/13/14
Meeting Date(s): 4/8, 4/22, 5/13/14	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: 05/13/14

Draft

HAINES BOROUGH, ALASKA
ORDINANCE No. 14-04-374

Substitute Ordinance
Recommended by the Clerk
Changes are shaded

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.

1. Rates ~~per 24 Hour Period~~:

A. Lightering or transfer of passengers to or from a larger vessel: Two hundred fifty (\$250) dollars flat rate per ~~day~~ **24-hour period**.

B. 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 **(per docking)**: ~~This fee shall not apply to vessels mooring at the lightering facility for more than one hour per docking. Twenty (\$20) dollars~~

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

2. ~~When u~~Use of the **Port Chilkoot Dock F**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~~

3. ~~i~~n 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.

4. 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: 05/13/14

**PORT OF HAINES
 TERMINAL TARIFF, FMC NO.3**

Orig./Rev.	Page
6th Rev.	15.B
Cancels	Page
5th Rev.	15.B
Effective Date	
May xx, 2014	
Ord.11-02-255; Ord.13-08-348 §5; Ord. 14-04-374	

DRAFT

RULES AND REGULATIONS

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 marinertours; moorage of vessels; and moorage of vessels unable to moor in the small boat harbor.

1. Rates:

A. Lightering or transfer of passengers to or from a larger vessel: Two hundred fifty (\$250) dollars flat rate per 24-hour period.

B. 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 (per docking):

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

2. Use of the Port Chilkoot Dock Facility including the Lightering Float on a permanent or routine basis must be approved by the Borough Assembly in the form of a special use agreement ("SUA").

3. In case of an emergency or lack of moorage space in the small boat harbor when the Port Chilkoot Dock Facility must be used for transient moorage, standard transient moorage rates 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 other vessels. Following expiration of the seventy-two hour period, standard dockage rates shall apply.

4. All other vessels shall pay standard dockage rates.

307. ITEM 307 ACCOMMODATION LADDER USE RATES

There shall be a charge of \$100 for each use by a vessel of the Port's passenger accommodation ladder.



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-448

Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Change the Term Start Dates for newly elected candidates for Mayor and Assembly	1. Ordinance 14-04-375 2. Memo from the Clerk in Response to Assembly Questions/Concerns
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 4/1/2014	

Full Title/Motion:
 Motion: Adopt Ordinance 14-04-375.

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.: Goal 2, Objective 2A	Consistent: <input checked="" 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. It will not affect the election contest period.

Referral:

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

Assembly Action:

Workshop Date(s):	Public Hearing Date(s): 4/22, 5/13/14
Meeting Date(s): 4/8, 4/22, and 5/13/14	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's and mayor's 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: 05/13/14



Memo from the Clerk

Date: May 13, 2014
To: Mayor and Assembly
Cc: Borough Manager
From: Julie Cozzi, MMC, Borough Clerk
Re: Ordinance 14-04-375

On April 22, 2014, during discussion of Ordinance 14-04-375, there was some concern expressed that changing the assembly term start date might affect the timeline for contesting an election. I assure you that will not be the case.

This ordinance will not change the term start date back to something that used to be. It has been the first Monday following certification since before I became the clerk. This proposed amendment is entirely new and will not affect the election contest period in any way. The deadline for filing an election contest will remain 5:00 p.m. on the day of the election certification. The only difference is the newly-elected assembly members and mayor would be sworn in that same evening and able to begin serving rather than having to wait until the next meeting.

If an election contest is filed, the assembly would likely choose not to certify that part of the election pending investigation but the assembly could choose to seat the contested person pending investigation.

If, following the investigation, the assembly chooses to certify the contested candidate's election and swear them into office, those that contested the election may still take the matter to Superior Court. Even if the court ultimately overturns the assembly's action, the time the contested individual serves would still be legal and valid, including any votes made during assembly meetings.

Two examples are: Gary Lidholm and Greg Goodman. Both served for a time on the assembly and ultimately ended up being unseated. Their votes remained valid, because they were legally sworn in as assembly members.

To summarize:

1. The proposed term date is a new change and not a return to an old way.
2. Changing the date a newly-elected candidate is sworn in will not affect the election contest filling period.
3. If a contested candidate is sworn in and ultimately is unseated, the person's actions while on the assembly are valid.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-451
Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: FY14 Budget Amendment #4	1. Ordinance 14-04-377 2. Memo from Finance Director re. Additional Amendments
Originator: Borough Manager and Finance Director	
Originating Department: Administration and Finance	
Date Submitted: 4/11/14	

Full Title/Motion:
Motion: Advance Ordinance 14-04-377 to a second public hearing on 5/27/14.

Administrative Recommendation:

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ see ordinance	\$ see ordinance	\$ see ordinance

Comprehensive Plan Consistency Review:
Comp Plan Policy Nos.:
for one, Objective 15A
Consistent: Yes No

Summary Statement:
Currently, the ordinance includes the following FY14 budget revisions: \$103K revenue from ADOT for a Haines rail access study; \$4K of Medical Service Area sales tax funds for mental health first aid training; transfer accumulated fund balance from previous LIDs to the permanent fund; areawide general funds for retirement incentive costs in FY14; \$29K of econ dev/tourism promotion sales tax funds for a winter tourism study; anticipated receipt of \$215K for the sale of property to the Aspen Hotel & transfer the anticipated net proceeds to the permanent fund; modify appropriations made from the CIP; and \$60K of CIP funds for wastewater treatment plant improvements design. The finance committee recommends an additional amendment to fund the cost of improving the 26-mile repeater: \$10K from the Medical Service Area fund. The borough manager recommends another amendment to appropriate \$12,500 of Deferred Maintenance funds for purchase of a mobile office unit.

Referral:
Sent to: Finance Committee
Recommendation: Amend
Date:
Refer to: Meeting Date: 5/6/14

Assembly Action:
Workshop Date(s):
Meeting Date(s): 4/22, 5/13/14
Public Hearing Date(s): 5/13/14
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)

ORDINANCE # 14-04-377

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: 05/13/14
Date of Second Public Hearing: ___/___/___

Memo



To: Haines Borough Mayor & Assembly
From: Jila Stuart, Finance Director
Cc: Dave Sosa, Interim Borough Manager
Date: May 8, 2014
Re: Recommended Additions to Ordinance#14-04-377

The Manager recommends the following amendments to the FY14 budget amendment currently before you:

1. This appropriation is recommended by the Manager with the full support of the Fire Chief and the Chief of Police. The amount is based on a proposal from Arcticom (attached), the contractor which recently completed the e911 and narrowing banding project. The Borough has asked KVVFD to pay 1/3 of the total cost, roughly \$5,000. If the proposed FY15 budget is adopted the Medical Service Area fund is expected to have an accumulated fund balance of \$90,041 at the end of FY15. This amendment would reduce that balance by \$10,000.

To appropriate \$10,000 of Medical Service Area sales tax revenues to fund improvements to the 26 mile repeater including replacing the antennae and programming to the new assigned frequency by FCC.				
		Current FY14 Budget	Proposed FY14 Budget	Fund Balance Increase / (Decrease)*
20-03-00-7312	Professional Services	\$1,775	\$11,775	(\$10,000)

2. This item is referenced in the Manager’s report in this meeting’s packet.

To reduce an appropriation in the Capital Improvement Project Fund for “Deferred Maintenance” by \$12,500 and to appropriate \$12,500 for purchase of a mobile office unit.				
		Current Budget	Proposed Budget	Fund Balance Increase / (Decrease)*
50-01-00-7392	Deferred Maintenance	\$12,500	\$0	\$12,500
50-01-00-7392	Mobile Office Unit	\$0	\$12,500	(\$12,500)

ARCTICOM

TWO WAY RADIO - SALES - WIRELESS DATA - SERVICE - COMMUNICATIONS - SUPPORT - SATELLITE

April 15, 2014

Haines Fire Department
Public Safety Building
213 Haines Highway
Haines, Alaska 99827

907-766-2115

ATTN: Scott Bradford/Fire Chief

sbradford@haines.ak.us

RE: Repeater Modification for Klehini Site

Arcticom proposes to provide the materials and labor required for the project listed above. The price is based on the following:

- 1 Band Pass/ Band Reject Duplexer with 150 watts power input with patch cords.
- 1 Pre-selector filter for the Receiver Module.
- 1 FCC License Fee for 1 Repeater pair frequencies.

Labor for engineering and design of the existing Daniels Repeater in Klehini site plus programming, tuning and alignment to the new assign frequency by FCC. Programming of all end user units in Haines and Klehini. This proposal will include 2 technicians onsite.

Total Amount 14,963.00

NOTE: We will be using the existing Base Station Antenna and cables onsite.

If this proposal is accepted, our billing will be based on the materials and labor furnished during the billing month. All bills will be due on the tenth of the month following the billing date. If there is any additional work requested, all materials, equipment will be billed at list price. All additional in town labor will be billed at \$95.00 per hour for regular time (not over 8 hours per day or 40 hours per week and between the hours of 07:00 and 17:30 hours) or \$135.00 per hour for overtime (any scheduled time worked other than as listed for regular time above, on weekends, or on holidays). Out of town work will be billed at \$135.00 per hour. This proposal is based on the use of non-prevailing (non Davis-Bacon) wage rates.

If this proposal is acceptable to you, please sign this copy and fax it back to our office at (907) 276-1913. If you have any questions or if I can be of further assistance please feel free to call me at 907-570-7909

Thank You,

Joey Acosta
ARCTICOM
310 E. 76th Unit B
Anchorage, Alaska 99518
Direct: 907-317-5894
FAX: 907-276-1913
joey.acosta@arcticom.com

ACCEPTED: _____

TITLE: _____ **DATE:** _____

BILLING INFORMATION IF DIFFERENT THAN LISTED ABOVE

PURCHASE ORDER NUMBER: _____

BILLING ADDRESS: _____

ATTENTION: _____



Agenda Bill No.: 14-458
 Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Adopt FY15 Haines Borough Operating Budget	1. Ordinance 14-05-378
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 4/1/14	

Full Title/Motion:
 Motion: Introduce Ordinance 14-05-378 and schedule a first public hearing for 5/13/14.

Administrative Recommendation:
 The manager recommends adoption of the budget.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ See ordinance	\$ See ordinance	\$ See ordinance

Comprehensive Plan Consistency Review:

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

The manager submitted a proposed budget on 4/1/14, and the assembly has been conducting budget work sessions. Per the Charter 9.01(D), the budget must be adopted by 6/15. Two public hearings must be held prior to June 1st and on 3/25, the assembly scheduled the first hearing for 5/13 and the second for 5/27.

The FY15 manager's budget is available on the borough website: <http://www.hainesalaska.gov/finance>
 It's also available in hard copy form at the Haines Public Library and the Borough Administration Building.

Referral:

Sent to: Assembly Committee of the Whole	Date:
Recommendation:	Refer to: Meeting Date: Various

Assembly Action:

Workshop Date(s):	Public Hearing Date(s): 5/13/14
Meeting Date(s): 5/13/14	Tabled to Date:

AN ORDINANCE OF THE HAINES BOROUGH, ALASKA, PROVIDING FOR THE ESTABLISHMENT AND ADOPTION OF THE BUDGET OF THE HAINES BOROUGH FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. General Provisions. The following FY15 budget document, listing estimated resources and expenditures is hereby adopted and established as the budget for the period of July 1, 2014 through June 30, 2015 and made a matter of record for that purpose. Except in the case of appropriations for capital improvements, all unexpended balances not otherwise encumbered or disposed of in this ordinance as of June 30, 2015, shall lapse to those appropriate funds.

Section 3. Authorization and Appropriation. The expenditures set forth herein are authorized and appropriations as provided for are hereby made.

01 AREAWIDE GENERAL FUND

REVENUES

Property Tax	\$ 1,675,500
Sales Tax	585,000
State Revenue	892,650
Federal Revenue	374,054
Interest Earnings	110,000
User Fees	63,276
License, Permits, & Fees	58,245
Penalty & Interest	50,000
Rents	64,000
Other Miscellaneous Revenue	8,686
TOTAL AREAWIDE REVENUES	<u>\$ 3,881,411</u>

EXPENDITURES

Administration	457,191
Borough Assembly	107,882
Elections	5,712
Finance	398,367
Assessment/Land Management	299,328
Information Technology	73,343
Dispatch	380,067
Public Facilities	227,062
Solid & Hazardous Waste	23,150
Chilkat Center for the Arts	104,500
Road Maintenance Service Areas	30,500

Haines Borough
Ordinance No. 14-05-378
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Haines Borough School District	1,786,866
Library	428,695
Museum	199,294
Parks	45,922
Community Youth Development	30,096
Swimming Pool	235,719
Transfers	(224,000)
Allocated Expense	<u>(737,489)</u>
TOTAL EXPENDITURES & TRANSFERS	<u>3,872,205</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 9,206</u>

02 TOWNSITE SERVICE AREA

REVENUES	
Property Tax Revenue	\$ 414,000
Sales Tax	677,000
State Revenue	483,220
Miscellaneous Revenues	<u>6,700</u>
	<u>1,580,920</u>
EXPENDITURES	
Police	579,748
Public Works	591,527
Animal Control	47,813
Allocated Expense	<u>408,540</u>
TOTAL EXPENDITURES & TRANSFERS	<u>1,627,628</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (46,708)</u>

17 LAND DEVELOPMENT & SALES

REVENUES	<u>\$ 25,000</u>
EXPENDITURES	
Direct Expenditures	4,050
Operating Transfers	8,081
Allocated Expense	<u>12,869</u>
TOTAL EXPENDITURES & TRANSFERS	<u>25,000</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ -</u>

20 MEDICAL SERVICE AREA

REVENUES	<u>\$ 247,000</u>
EXPENDITURES	
H.E.L.P. Committee	10,000
Other Medical Services	28,750
Ambulance	44,535
Operating Transfers	5,000
Allocated Expense	<u>175,728</u>
TOTAL EXPENDITURES & TRANSFERS	<u>264,013</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (17,013)</u>

23 ECONOMIC DEVELOPMENT & TOURISM PROMOTION

REVENUES	<u>\$ 495,000</u>
EXPENDITURES	
Tourism	369,128
Economic Development	115,478
Allocated Expense	<u>10,381</u>
TOTAL EXPENDITURES & TRANSFERS	<u>494,987</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 13</u>

25 FIRE SERVICE AREAS

REVENUES	
Fire District #1	\$ 203,000
Fire District #2	<u>28,418</u>
TOTAL REVENUES	<u>231,418</u>
EXPENDITURES	
Fire District #1	225,996
Fire District #2	28,418
Allocated Expense	<u>(14,093)</u>
TOTAL EXPENDITURES & TRANSFERS	<u>240,321</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (8,903)</u>

34 COMMERCIAL PASSENGER VESSEL TAX

REVENUES	<u>\$ 145,000</u>
EXPENDITURES	<u>106,675</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 38,325</u>

50 CAPITAL IMPROVEMENT PROJECTS

REVENUES	<u>\$ 742,000</u>
EXPENDITURES	
Direct Expenditures	917,950
Operating Transfers	70,000
Allocated Expense	<u>39,921</u>
TOTAL EXPENDITURES & TRANSFERS	<u>1,027,871</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (285,871)</u>

61 EQUIPMENT SINKING FUND

TRANSFERS	<u>(75,000)</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 75,000</u>

75 LIBRARY BOND FUND

REVENUES	<u>\$ 14,100</u>
EXPENDITURES	<u>14,148</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (48)</u>

76 SCHOOL G.O. BOND FUND

REVENUES	<u>\$ 1,294,416</u>
EXPENDITURES	<u>1,294,310</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u><u>\$ 107</u></u>

90 WATER REVENUE FUND

REVENUES	<u>\$ 362,250</u>
EXPENDITURES	
Direct Expenditures	368,356
Allocated Expense	(1,152)
Depreciation Expense	<u>234,000</u>
TOTAL EXPENDITURES	<u>601,204</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u><u>\$ (238,954)</u></u>

91 SEWER REVENUE FUND (WASTEWATER TREATMENT)

REVENUES	<u>\$ 405,850</u>
EXPENDITURES	
Direct Expenditures	352,525
Allocated Expense	58,600
Depreciation Expense	<u>239,000</u>
TOTAL EXPENDITURES	<u>650,125</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u><u>\$ (244,275)</u></u>

92 BOAT HARBOR FUND

REVENUES	<u>\$ 489,800</u>
EXPENDITURES	
Direct Expenditures	636,887
Transfers	(43,000)
Allocated Expense	(104,309)
Depreciation Expense	<u>283,863</u>

TOTAL EXPENDITURES	<u>773,441</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (283,641)</u>
93 LUTAK DOCK FUND	
REVENUES	<u>\$ 350,000</u>
EXPENDITURES	44,420
Allocated Expense	95,107
Depreciation Expense	<u>165,000</u>
TOTAL EXPENDITURES	<u>304,527</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 45,473</u>
94 PORT CHILKOOT DOCK FUND	
REVENUES	<u>\$ 62,800</u>
EXPENDITURES	
Direct Expenditures	6,470
Allocated Expense	57,496
Depreciation Expense	<u>391,310</u>
TOTAL EXPENDITURES	<u>455,276</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (392,476)</u>
97 PERMANENT FUND	
REVENUES	<u>\$ 280,000</u>
EXPENDITURES	
Direct Expenditures	22,250
Operating Transfers	<u>258,919</u>
TOTAL EXPENDITURES & TRANSFERS	<u>281,169</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (1,169)</u>

Haines Borough
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Section 4. Rates of Levy. The following are rates of levy on taxable property within the Haines Borough for the Calendar Year beginning January 1, 2014, based upon the proposed Year FY15 beginning July 1, 2014.

	<u>Borough Areawide</u>	<u>Fire Service Area</u>	<u>Road / Other Service Area*</u>	<u>Debt Service Mills*</u>	<u>FY15 Total Levy</u>
Townsite	5.56	0.90	2.35	1.36	10.17
Fire District #1 (outside the Townsite)	5.56	0.90	-	1.36	7.82
Fire District #3	5.56	0.80	-	1.36	7.72
Dalton Trail RMSA	5.56	0.80	0.73	1.36	8.45
Dalton Trail RMSA (no fire service)	5.56	-	0.73	1.36	7.65
Dalton Trail & Eagle Vista RMSA	5.56	0.80	3.41	1.36	11.13
Dalton Trail & Chilkat Lake RMSA	5.56	-	1.03	1.36	7.95
Riverview RMSA	5.56	0.80	1.83	1.36	9.55
Letnikof RMSA	5.56	0.90	1.15	1.36	8.97
Borough	5.56	-	-	1.36	6.92

Section 5. Effective Date. This ordinance becomes effective July 1, 2014.

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: 05/13/14
Date of First Public Hearing: 05/13/14
Date of Second Public Hearing: 05/27/14



MANAGER'S REPORT

DATE: May 13 2014
 TO: Mayor and Borough Assembly
 FROM: David B. Sosa, Borough Manager

Comments: Since my last report the Borough Administration's efforts have focused on advancing the Budget Process, the delivery of essential services to our residents, ensuring public safety, and moving forward with hiring permanent and temporary employees. Additionally, I have worked closely with Department Heads and Borough Officers to understand and clarify roles and missions and to develop a shared understanding of the Borough Administration's role in advancing the objectives of our Comprehensive Plan. On a personal level I have continued to engage in outreach with individuals & community groups in an effort to fully understand the true needs of the community. Moving forward, I intend to continue my outreach to increase my awareness and understanding and also to increase awareness among our residents of the vital and important role played by the Borough Employees in delivering essential and desired services in a professional manner. My priorities for the Month of May are as follows:

1. Deliver essential services and ensure public safety
2. Advance the Budget process
3. Ensure that the Borough is prepared for the seasonal increase in traffic and business
4. Continue to refine and clarify roles and missions within the Borough Administration
5. Continue outreach efforts with community organizations and residents

I would like to take this opportunity to commend the efforts of the Haines Volunteer Fire Department and our Volunteer Ambulance Service for their response to the fire on Oslund Drive on 8 May 2014. Their actions to protect life and property brought credit upon themselves and are in keeping with the highest ideals of public service. The Borough Administration also extends its thoughts and best wishes to the Young family in their time of need.

Admistration:

Personnel

Tourism Director: The Hiring Committee is moving forward with the process and Ms. Leslie Ross has been forwarded to a second interview scheduled for 12 May 2014. Upon completion of that interview the committee will make a recommendation on how to proceed.

Human Resources: During the last Assembly Meeting I reviewed the administration's plans for assessing our Mission, Values, and Guiding Principles. Since then I consulted with Mrs. Mila Cosgrove, IPMA-CP, SPHR (Human Resources & Risk Management Director City and Borough of Juneau, Alaska) and with Ms. Charla Brown, PhD (Chair - Management, Marketing, Human Resources, and Entrepreneurship Assistant Professor of Human Resources Management School of Management University of Alaska Southeast) regarding our organization, structure, and personnel policies. Based on those conversations and also on engagement with the Department heads and Borough Officers I am looking to develop a supervisor's workshop (dates/times TBD) and implement a more formal orientation process for new employees. My goal is to have a temporary process in place by mid-July and for the program to be fully operational by October 2014.

Community & Economic Development Position Description (DRAFT): In response to questions about the position from Assembly Members a DRAFT Job Description is provided as an attachment.

Aspen Property Update: All relevant documents have been filed and we are awaiting final notification that all actions are complete.

Heliski Report: We are finishing up the reporting for this season and will have the final report available for the next Assembly Meeting.

Facilities:

Office Space Options: There is an opportunity to purchase a mobile office for temporary use as an office for the Public Facilities Director and for long-term use as an onsite office for construction projects. This facility will be used as a temporary office and plans room while the next steps are determined. The facility is attractive and would also provide an office space for another staff member. The purchase price is \$12,500 and includes desks, file cabinets, printers, chairs, etc. the cost to move the trailer from its current location will be \$100. It is estimated that most of this cost can be recouped through sale of the item once our requirement for temporary space is eliminated. We plan to place this office behind the administration building for up to 18 months as allowed by code until a more permanent solution is adopted (see attached budget amendment and Office Trailer Justification memo).

Borough Radio Communication System and E-911

The new E911 system is operational. The radio portion of the project is near completion, with some work to take place at the 26 mile repeater and the KVVFD. The work at the KVVFD will bring the station into FCC narrow banding compliance with new licensing and add the necessary channels to maintain communication within that station and the Dispatch Center.

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. Work is scheduled to begin shortly after the end of the current school year.

PC Dock and Letnikof Harbor Upgrades (This section contains a critical update denoted in BOLD)

Substantial completion has moved from June 2 to May 14. The contractor was able to take advantage of the mild weather to speed the work up. On May 14 borough staff, PND, and the contractor will inspect the project and go over what is left to be done. It is anticipated

that only a minimal amount of work will be unfinished at that time. With this new schedule the cruise ship season will not be impacted by construction
Work at the Letnikof Harbor is going well with only three piles left to drill and place. One unforeseen concern is that the pontoon float has suffered a structural break that travels the entire circumference of the pontoon on one side. Staff authorized a patch weld so that the crew would be able to relocate the float further off shore as planned with minimal risk of further damage.

The Letnikof Harbor project is nearing completion . On May 2, a structural crack was discovered on one of the pontoon floats. It is very evident that this crack has been in existence for some amount of time. There is also evidence of an earlier crack that had been repaired in the vicinity of the new one.

Staff has been working with the contractor and engineers to design a suitable repair that could extend the useful life of the float. There is a plan in place to add what is called a "fish plate". This is a two part sleeve in which the inside diameter of the sleeve matches the outside diameter of the pontoon. The break would be fill welded and then the fish plate would be installed around the pontoon and welded. This installation will involve two steps:

- (1) Grind and clean the underwater section of the pontoon and use the crane to lift the bottom portion of the plate up tight to the pontoon at which time an underwater dive team will weld it into place.**
- (2) Grind and clean the top portion of the pontoon, then weld the top plate onto the pontoon.**

There will be an underwater dive/weld team on site to perform the zinc welding and anchor work in the week of May 12, at which time we can contract with them to perform this change order. Approving and conducting this work now, while the barge and welders are already scheduled to be on site, will save the borough money.

This repair may add an additional five years of life to the facility, but I recommend budgeting for a new float to be installed, possibly when the Harbor Expansion at Portage Cove takes place. This would cut the cost of contractor mobilization. At this time there are no estimates on replacing the pontoon floats.

Leaving the pontoons as is with no repair is a liability. If the float were to sink during the summer season it could sink vessels that were tied to it. If it were to break free and float away it could become a navigational hazard.

We have asked the contractor to do this work on a time and material basis. Estimated cost of this work is:

Materials: \$3,000

Labor: \$25,000 to \$35,000 (barge, crane & crew @ \$9k per day, dive team \$7,500 per day)

This work doesnot guarantee that there will not be other structural issued in the future. It is my recommendation that we complete this repair now and start to

plan for phase II of this project which would address some of the structural deficiencies that exist at the facility. To take advantage of the barge and diver availability this work will need to be started no later than 20 May 2014. Given the price (appx. \$28,000-\$38,000). We included a \$75,000 project contingency within the original plan and this repair falls within that contingency

Recommended Motion: The Assembly authorizes the manager to execute a change order, not to exceed \$45,000, for the repair of the pontoon float at Letnikof harbor

Klehini Fire Department New Septic System

The bids for this job were opened on February 14, 2014. Whiterock Nursery was the apparent low bidder for this project. Three bids were received. This work is scheduled to begin as soon as the ground thaws in that area.

Third Avenue Reconstruction

Southeast Road Builders was the sole bidder on this project. Their bid is within the budgeted amount and it is my recommendation that the bid is awarded for construction to begin in June.

Allen Road AC Pipe Replacement

Carson Dorn will have bid ready documents with DEC approval in the next few weeks. If this project receives funding we will attempt to do the work by issue of a competitive sealed bid this season. Because this is a state road, staff is communicating with ADOT on ROW permits and road surfacing options. More information will be available soon.

Finance:

Insurance: The Borough staff met with the Borough's insurance broker and discussed how to evaluate the Borough's risk and what levels of coverage are appropriate for the Borough. The Borough is currently shopping for insurance for the FY15 fiscal year. We are completing a 3-year contract with our current provider Alaska Public Entity Insurance (APEI). Our broker, Davies Barry, is getting quotes for worker's compensation, property, and liability insurance from APEI as well as from the two other carriers that provide municipal insurance in Alaska, Alaska Municipal League Joint Insurance Association (AMLJIA) and Alaska National Insurance Company. The Borough will spend roughly \$177,000 on these insurance policies in FY14 broken down as follows:

Worker's Comp	60,000
Property	64,000
Auto	21,000
Liability	32,000

Total	\$177,000

Additionally, the Borough will spend roughly \$680,000 on health insurance in FY14 and FY15. Although this is a very large expenditure we believe we are getting a competitive price. Our broker shopped our health insurance policy around earlier this spring and was unable to find a more competitive price.

Fire & Emergency Services

Medical Service Area Fund (MSA): On April 16 2014 Mr. Roc Aherns sent a letter to the Borough Assembly requesting a reconsideration of the changes made to the MSA by Ordinance 12-10-305 on November 6, 2012. An additional concern expressed was a proposed 10% cut to the budget of the Haines Volunteer Fire Department. Before highlighting some of the numbers within the budgets I will acknowledge it can be difficult to give a "true" picture of a budget by focusing on selected line items. I also begin this review of data bearing in mind the old adage "Figures lie and liars figure." Hopefully none will see fit to apply that to me.

The proposed FY 15 budget for Fire District #1 is \$225,996 compared with a budget of \$222,929 for FY 14. After accounting for Transfers, & Allocations the FY 15 Budget is \$211,903 compared to FY 14 of \$288,459. The increase in FY 14 was the result of a one-time Capital Expenditure of \$79,560 tied to E-911 and Narrowbanding upgrades. With respect to the MSA fund, after accounting for the difference in E-911 and Narrowbanding upgrades, the MSA budget is up in FY 15 by \$4,594. Part of this increase is tied to administrative costs and other allocated expenses. In essence the budget for FY 15 is flat over FY 14.

Since receipt of this letter I have had several conversations with Fire Chief Scott Bradford. My key question was "Do you have sufficient funds within your proposed budget to meet you mission as assigned in HBC 2.44.050 (Powers and Duties of the Fire Department) and 2.48.040 (Emergency Medical Services-Duties)." The Chief answered "that the budget was tight but there was a sufficient proposed budget to meet the assigned mission."

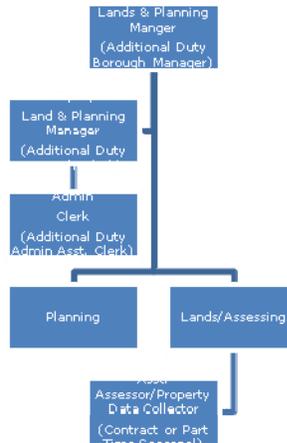
From my perspective an essential mission of the Borough's Administration is to ensure public safety and I am committed to fulfilling this mission. I will work with Chief Bradford to monitor mission requirements and expenditures and to ensure that our Firefighters and Emergency Medical Service Teams have the personnel, training, equipment, and other resources to meet this mission's requirements.

Mass Rescue Operation Meeting: There will be a meeting June 10th with the U.S. Coast Guard on Mass Rescue Operation (MRO).from 1:30 to 3 at the assembly chambers. There will be an official notification sent out by Latarsha McQueen U.S. Coast Guard inviting different agencies.

Burn Ban: There is a burn ban in place at this time. Notifications have been posted on the Borough Website and flyers have been posted on public boards. We urge residents and visitors to heed the ban notice and take all necessary precautions to ensure the safety and well being of our residents and the environment.

Land Assessment-Planning & Zoning:

Department Organization & Structure: Proposed Structure



Appeals Process: Mr. Olsen reports that there have been 44 appeals filed. As of May 8, 2014, 23 appeals have been settled with all appellants agreeing to the recalculated value. Many of the appellants provided specific information that was not available to the assessor through a standard site visit. For example, the residents may have interior improvements, or depreciation that is not visible from an exterior inspection, or the property owner was not at home during the time their property was inspected. For land value changes, many land issues/problems such as ineffective drainage, occur seasonally and may not be apparent at the time the property was last inspected. Other appeals were settled when the appellant's property was reassessed *equitable* with neighboring or similar properties. To date no appeals are scheduled for the B.O.E meeting set for 6:00 P.M. May 19th in the Assembly Chambers. The whole appeal atmosphere has been very calm compared to last year's public reaction when 455 appeals were filed and approximately 60 appeals were settled at the B.O.E over three different meetings.

Planning & Zoning: The Planning Department has received 30 land-use permit applications since the first of May. Ten have been issued and the rest are being processed. To ensure there are no gaps when individuals take leave etc., Ms Kathy Friedle is being trained to assist in permitting. Work continues with contractor Gary Greenberg on the Geospatial (Building Numbering) Project. This project is concentrating on getting the Townsite Service Area addresses complete and correct before moving on to the rest of the borough.

Clerk's Office:

The new deputy clerk Ms. Krista Kielsmeier is doing a great job in her new position which includes providing assistance to the Director of Public Facilities. The Clerk's Office remains busy assisting citizens, elected officials, and borough staff members. Key items on the Clerks agenda:

- Processing commercial tour permit applications – 13 so far
- Grant reporting
- Issuing RFPs for public works maintenance materials, harbor grid electrification, and surplus dock lumber
- Recruitment of various positions including a mechanic, seasonal parks, seasonal harbor, water-sewer laborer, pool custodian, and tourism director
- Post-4/22 assembly meeting tasks and prep for 5/13 meeting and other meetings
- Website maintenance

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:

The Police Department performed required and essential duties while also engaging in these additional community activities between from April 24 through May 7, 2014:

April 30th Observed and provided feedback for School Officials for a lock down drill.

May 3rd Officers Patterson, Dryden, and Rettinger provided security and containment for a downed power line on Mud Bay Rd at Raven until AP&T could arrive on scene.

May 5th Sgt. Ford conducted a bicycle safety class for elementary students at the School.

May 6th Chief Musser participated in the 6th grade "To College" career day panel

May 7th HBPD (all officers) assisted with Bike to School Day – provided escorts and traffic control for area students so they could ride their bikes to school.

For Dispatch:

Dispatcher Tamsen Cassidy attended a grant writing class in Montana

Dispatcher Sierra Hinkle continues to move through dispatch training.

Sheldon Museum & Cultural Center: NSTR

Tourism:

Bus Routes: On 7 May I reviewed proposed Bus Routes for the 2014 Cruise Season. I also reviewed feedback from business owners regarding the route. Our Interim Tourism Director sent out notice and information to more than 35 businesses along with 3 reminders spaced over two weeks. Nine (9) businesses/individuals sent feedback eight (8) of which fully supported to proposed route and one (1) of which had issues with the route. After reviewing comments and conferring with our Interim Tourism Director I approved the route as drafted and directed that a amendment to the current contract be drawn up for finalization early next week.

Other:

Joint CIA/Borough Visit to Washington D.C.: Between 1 and 5 May the Executive Assistant to the Manager participated in Joint CIA/Borough visit to Washington D.C. meet with the Alaska Delegatio. The purpose of the visit was to support the Chilkoot Indian Association (CIA) efforts at securing funding to build a wood pellet mill in Haines. Other discussion items included advocating for the Bureau of Land Management (BLM) to process heliski permits in advance of the Ring of Fire environmental impact statement, and advocating for the landless natives of Alaska, of which the Chilkoot Indian Association belong. For more details see the attached Trip Report.

Community and Economic Development Director Job description

This is a full-time position that reports directly to the Borough Manager via oral and written reports. Key responsibilities include:

- Local and regional economic development, support and research
- Supervision and collaboration with the Haines Borough Pool Manager, Haines Borough Tourism Director, and engagement with Haines Borough Parks and Recreation Advisory Committee
- Community and business outreach, and Haines Borough public relations
- Special projects coordination and management
- Grant writing and administration
- State and federal representation, advocacy and communication

Nature of Work:

The Community and Economic Development Director performs a variety of administrative, technical and professional work in preparation and implementation of economic and community development plans, programs, and services outlined in the Haines Borough 2025 Comprehensive Plan and directed by the manager.

This full-time position is responsible for working closely with the Borough Manager, Commerce Committee, Planning Commission and others to promote sustainable business and economic development interests within the community and region. This position will include working with all borough departments and community organizations, such as the Chamber of Commerce, in providing guidance to individuals and companies to establish, relocate or expand their businesses within the community. The position will include assistance in the planning and coordination of community development projects, assisting business and residential applicants with local and state permitting processes, and providing research for Borough-sponsored projects. This position reports directly to the Borough Manager.

Essential Duties and Responsibilities:

The Community and Economic Development Director directs economic development initiatives to achieve the goals and objectives outlined by Haines Borough 2025 Comprehensive Plan

The Community and Economic Development Director provides assistance in the development of short and long-term economic and community development plans, as well as the gathering of information and preparation of studies, reports, and recommendations to achieve such goals

Preparation and maintenance of information on utilities, taxes, zoning, transportation, community services, financing tools, and incentives in order to respond to requests for information for economic development purposes, and the coordination with other departments and agencies as needed

Provides professional economic development advice, assists in the application and permitting process, and serves as an advocate for economic development in line with the 2025 Haines Borough Comprehensive Plan, zoning ordinances, and goals as established by the Haines Borough Assembly

Assists in the sale of Borough land, the orderly development of projects within the parks and works closely with the Haines Borough Chamber of Commerce to identify areas of concern in the promotion of business location and expansion within the community

Maintains a liaison with various local, state, and federal agencies, coordinating projects with agencies as deemed necessary and appropriate,(i.e. Department of Natural Resources, Bureau of Land Management, Alaska Department of Economic and Community Development, Alaska Industrial Development and Export Authority, Alaska State Parks, etc.)

Provides information and/or makes presentations to supervisors, boards, commissions, civic groups, businesses, individuals, and the general public on economic development issues, programs, services, and plans

Becomes familiar with the existing inventory of available buildings and business and residential development sites within the community, including both public and private buildings and land areas

Assists with developing grant proposals and applications, contracts and other necessary documents as may be required for necessary community services

Works with state and federal lawmakers to advocate for, and implement Haines priorities

Attends the Haines Borough Parks and Recreation Advisory Committee meetings

Supervises Parks and Recreation Department, including Community Youth Development

Supervises and collaborates with the Haines Borough Pool Manager to reach

Supervises and collaborates with the Haines Borough Tourism Director to reach goals outlined in the annual marketing plan

Mission statement of the Haines Borough Community and Economic Development Director

Pursue and implement initiatives to achieve a strong, vibrant, and diversified local economy while protecting the natural environment, and the quality of life or residents.

Recommendation for Purchase of a Mobile Office Unit from Pacific Pile & Marine

The Haines Borough Administration would like to purchase a mobile office for temporary use as an office for the Public Facilities Director and for long-term use as an onsite office for construction projects.

Background:

When the Borough hires a contractor from out of town for a major construction project the Borough pays the mobilization and demobilization costs of a mobile office unit plus the contractor's markup. If the Borough had a unit available in Haines we could seek more competitive bids from contractors by providing an office space onsite. The Borough currently has an opportunity to purchase the unit used by PPM for what we believe is a very good price. We believe this unit could be used in the fall 2015-summer 2016 for the harbor expansion project –which is currently under funded. Moreover, it can be put to good use as a temporary office for the Public Facilities Director in the interim period and should retain a good resale value should the Borough decide not to retain it after the 2016 construction season.

For the past 6 months, the Public Facilities director and his assistant have been located within the Borough Administration building. This has proven to be extremely efficient for communications as numerous projects need input from various departments. Many impromptu problem-solving sessions have occurred that have saved the Borough time and money. It is unanimous among staff that having the Public Facilities Director in the Admin building is in the best interest of the Borough. In addition, Krista has now been promoted to deputy clerk while still supporting the facilities department. In fact, the borough clerk will be providing back up support for that department, as well. It is not practical for Clerk's Office staff to move between the Public Safety Building and the Administration offices during the course of each day.

While we were without a permanent manager, Carlos used the manager's office. Now that we have a manager, Carlos is in the conference room and will take over Darsie's office for the summer. When/if a Community and Economic Development Director is hired, we will not have space for that position.

The staff has been critically thinking about this challenge for many months and has looked at many ways to reconfigure the existing building but has not come up with a solution that does not involve incorporating additional space.

Options considered include:

1. Build a new government multiplex that houses the fire, police, chambers, administration, public facilities and visitor center. Pros: Nice new building with everyone in one place. Cons: Expensive and no funding source identified.
2. Make use of the existing space with no addition. Pros: costs nothing. Cons: Carlos is not in the Admin building and has no staff present for support at the Public Safety Building.
3. Try to create the space needed within the existing Administration building. Pros: Keeps Carlos in the Administration Building. Cons: Every Manager since Robert Venables has tried to rework the interior space and none have come up with a good plan. In recent times, the staff has spent time and made changes with the departure of Sue and Connie. That experience used many hours of staff time,

moving desks and file cabinets, making drawings, pondering layout, and we still are not satisfied that this is the most efficient layout for customer service and work efficiency. It is our opinion that this option will cost many hours of time in design and not likely to create a satisfactory result that offers private offices and space for a plan/documents table.

4. Purchase a mobile office, place it behind the building and get to work. Pros: Keeps Carlos close, gives him a private office and space for plans/documents and meeting space for contractors. Allows a space for Roc Ahrens to work as the inspector for the 3rd Ave construction in summer 2015. Can be sold or reused when a permanent solution is completed. When future projects take place in Haines such as the Harbor Expansion, the Borough may possibly realize savings in mobilization costs by offering usage of the office so the contractor does not need to send one to Haines. Cons: Initial cost

Preferred Option:

The contractor for the PC Dock Renovation Project, Pacific Pile and Marine, has offered to sell to the borough at a very good price the mobile office they used during the construction process. Our preferred solution is to buy this mobile facility to use as a temporary office and plans room while the next steps are determined. The facility is attractive and would even provide an office space for another staff member. The purchase price is \$12,500 and includes desks, file cabinets, printers, chairs, etc. The cost to move will be \$100.

We plan to place this office behind the administration building for up to 18 months as allowed by code.

Haines Borough Code 18.40.040 Temporary uses and buildings.

A. A developer proposing a temporary use of land or building which would otherwise require an approval under provisions of this chapter is required to obtain a temporary use permit prior to any site work, except that temporary buildings associated with the construction of an approved use do not require a permit (i.e., tool shed, etc.). The manager may issue an approval under the same procedures as for a land use permit pursuant to HBC [18.40.030](#) and [18.60.020](#)(H). No building or use requiring a variance shall be permitted under this section.

“Temporary use” means a building or structure that is capable of being immediately moved, or a use which is for a limited time up to 18 months.

May 5, 2014

RE: Culbeck report on Washington DC trip

Darsie Culbeck was in Washington DC on May 1st to meet with the Alaska delegation. The main purpose of the visit was to support the Chilkoot Indian Association (CIA) efforts at securing funding to build a wood pellet mill in Haines. Other discussion items included advocating for the Bureau of Land Management (BLM) to process heliski permits in advance of the Ring of Fire environmental impact statement, and advocating for the landless natives of Alaska, of which the Chilkoot Indian Association belong.

Dave Berry and Harriet Brouillette from CIA and Darsie Culbeck first met with Senator Murkowski and her staff. She was very supportive and engaged on all of the issues and promised to do everything she could to help. She was especially enthusiastic that some of the biomass could come from the Tongass National Forest. She has been very active in pressuring the National Forest Service on increasing timber sales in the Tongass. Senator Murkowski took almost an hour out of her schedule and seemed genuinely interested in the Haines efforts toward energy/ food security and economic development. She asked Mr. Culbeck to follow up with staff regarding the BLM issue, and was also engaged with CIA on the landless Natives concern. She expects to be in Haines this fall.

The team then met with Senator Begich (and staff), who was also supportive of all efforts and immediately placed a call to USDA to see about putting CIA in contact with a potential funding source. He was in a rush to vote but also offered staff assistance on all topics. He expects to be in Haines this summer.

The last meeting was with Congressman Young. He was generally supportive of all topics but took the most interest in the landless Natives and BLM topics. He also offered staff assistance.

Mr. Culbeck attended these meetings at the request of CIA. It was felt that showing that two local governments were working together with common goals would be well received.

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

April 2014

Usage:

The Theater hosted three events this month: A concert with singer songwriters, Mandy Fer and Dave McGraw; a concert with tenor Jay Query and pianist Sue Kazama and a music festival with the Haines School directed by Kristy Totten.

The lobby also stayed busy with the usual classes throughout the week as well the enormously successful storytelling evening, River Story. 7 dollars for 7 different people to tell a personal story in 7 minutes. The debut of this series was in March and the second in April doubled in attendance and hilarity. One of the best shows in town. Hosted by LCCP, they plan to pick up the monthly series in the fall.

The Chamber of Commerce hosted a reception for new Borough Manager, David Sosa and St. Michael's and all the Angels held Easter Week services in addition to their Sunday service.

The rest of the use this month was classes as usual but with numbers of increased students in April. People returning and or weather improvements. Coming up in June, yoga and jujutsu are reducing their class availability for the summer.

Maintenance

- Mike Wilson has been hired as our new custodian in mid -April. We are lucky to have him!
- The borough fixed a major leak in the lobby men's room which involved removing the urinals and a sink to get at the pipes. After the installation, the walls were painted to match and the result is quite nice. Thanks as always to the facilities crew, Carlos, Ed and Andus.
- Front door of the building has a worn latch that has been sticking and is being addressed.

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.
- Railing for side stairs of front of building
- Heat solution for the dance studio

Submitted by Facilities Manager, Kay Clements, April 2014



Chilkat Center for the Arts			
4/30/2014			
Contact	Function	Participants	Amount
	Dance Studio		
Marnie Hartman	Yoga	98	150.00
Melina Shields	Yoga	115	180.00
Chorus Bishop	Seibukan Jujutsu	232	400.00
	Lobby		
Well and Fit	Morning Muscles	81	135.00
St Michael's	Sunday and Easter Services	120	450.00
Well and Fit	Strongwomen	83	135.00
Chamber of Commerce	Reception	65	75.00
LCCP	River Story	80	75.00
	Conference Room		
KHNS	Board meeting April 22	8	n/c
CCA	Board meeting April 17	6	n/c
FCCA	Board meeting	7	n/c
LCCP	Board Meeting April 10	6	n/c
	Auditorium		
Haines Arts Council	Concert - Mandy Fer and Dave McGraw 4/6	160	325.00
Haines Arts Council	Concert - Query and Kazama 4/29	50	325.00
HBSD	Music Festival - High School	175	200.00
	April Totals	1286	2450.00

April 2014 Haines Vol. Fire Dept. Monthly Report

The Haines Vol. Fire Dept. had three fire callouts in April. The first call was for a motor vehicle accident with the driver injured. The second was for a house fire that resulted in minor fire damage and significant smoke damage due to an improperly installed hot water heater. The third call was to check out an uncontrolled burn. Fire callouts for 2014 total 6. The Haines Vol. Fire Dept. responded to 29 ambulance callouts in April. Calls included two with chest pain, one with respiratory distress, one with altered level of consciousness, four falls, one with pain, an allergic reaction, an abdominal pain, a motor vehicle accident with one patient, three seizures, a patient refusal, and 13 medivacs/transport. Ambulance callouts for 2014 total 85. There were no SAR callouts in April. SAR callouts for 2014 total 1.

The first joint meeting for April was a business meeting followed by the boat harbor drill using the new standpipe system on the dock. Ambulance members practiced extricating and transport a patient off a boat up the ramp to the ambulance. The ambulance training was review of some of symposium topics with a focus on High Performance CPR. This method used by Medic 1 in Seattle has a much higher success rate for resuscitation. Key elements are hard & fast compression and limited interruptions on compressions. The fire training was Wildland firefighting and how our department works in these types of situations. Training continued for those interested in getting their Red card (wildland firefighting) recertification

Alisa Beske and Chris Downer completed 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. Three others that took the course are interested in joining our ambulance crew

Chuck Mitman, Cindy Jones, Jenn Walsh, and Al Badgley attended the EMS symposium in Petersburg. A great variety of trainings were presented. Many of these classes will be taught to our crew during our training sessions.

Preparations are being made to promote better health in our community during EMS week, May 19 – 23. Members will be out in the community taking Blood Pressures, pulse rates and oxygen saturations. Having a baseline blood pressure can help determine if certain medical conditions need addressing.

Volunteer Hours for April 2014

HVFD Fire	144	HVFD Ambulance	424	SAR
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Volunteer Hours for 2014

HVFD Fire	579	HVFD Ambulance	1382	SAR	341
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Total volunteer hours HVFD for 2014	2302	Hours
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Respectfully submitted,



Al Badgley
HVFD Training Officer



Agenda Bill No.: 14-459
 Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Skiing/Sledding Area	1. Resolution 14-05-556 2. Memo from Executive Assistant 3. Sledding Area Map 4. Proposed Sledding Hill Map 5. Trail Development Funding Information 6. Planning Commission Record of Decision
Originator: Executive Assistant	
Originating Department: Administration	
Date Submitted: 5/7/14	

Full Title/Motion:
 Motion: Adopt Resolution 14-05-556.

Administrative Recommendation:
 This resolution is recommended by the Planning Commission.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ Up to \$8,000	\$ 18,383	\$ 0

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.: 14E, number 2. Goal 14.	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

This project will create a skiing/sledding area on Borough land in the townsite. The work is important for public safety and contributes to economic development. A traditional skiing/sledding area is being lost due to development on Mt. Riley Road. The 2025 Haines Borough Comprehensive Plan specifically tasks the Haines Borough with determining the feasibility of a simple skiing/sledding area and creating this area if feasible. The Haines Borough Planning Commission voted unanimously in support of this project. The Haines Borough Parks and Recreation Advisory Committee and Haines Ski Club also are in support. Administration recommends using Trail Development funds for the skiing/sledding area.

Referral:

Sent to: Recommendation:	Date: Refer to:	Meeting Date:
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Assembly Action:

Workshop Date(s): Meeting Date(s): 5/13/14	Public Hearing Date(s): Tabled to Date:
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A Resolution of the Haines Borough Assembly authorizing the Borough Manager to create a skiing/sledding area on Borough property near Mt. Riley Road at a cost not-to-exceed \$8,000.

WHEREAS, a traditional skiing/sledding area is being lost due to development on Mt. Riley Road; and

WHEREAS, the 2025 Haines Borough Comprehensive Plan specifically tasks the Haines Borough with determining the feasibility of a simple skiing/sledding area and creating this area if feasible; and

WHEREAS, the Haines Borough Planning Commission voted unanimously in support of this project; and

WHEREAS, the Haines Borough Parks and Recreation Advisory Committee and Haines Ski Club also are in support; and

WHEREAS, this project is important for public safety; and

WHEREAS, Administration recommends using Trail Development funds for the skiing/sledding area; and

WHEREAS, there are sufficient funds available for the project,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to create a skiing/sledding area on Borough property near Mt. Riley Road at a cost not-to-exceed \$8,000.

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

Stephanie Scott, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk



Haines Borough Administration
Darsie Culbeck, Executive Assistant to the
Borough Manager
(907)766-2231 • Fax(907)766-2716
dculbeck@haines.ak.us

May 7, 2014

Skiing/Sledding Area Project Memo

The Parks and Recreation Advisory Committee, the Haines Ski Club, and numerous families are supportive of creating a skiing/sledding area on Mt. Riley Road to provide a safe area for Haines youth/families to recreate in the winter. They are asking the Haines Borough for use of land and financial support for this project.

History: Mt. Riley is a Borough road that has traditionally been used for sledding and skiing because it has not been plowed /sanded and offers a steep angle. On many snowy weekends 20 to 30 people can be found enjoying this area. However, development at the top of this road in 2014 will cause this Mt. Riley road to be plowed /sanded next winter and unavailable for recreation.

The Plan: The project would require the use of an estimated 100-foot-wide by 1200-foot-wide strip of Haines Borough land paralleling Mt. Riley Road. The trees on this land would be cut, stumps removed and placed strategically, and parking/pick-up/drop-off areas would be created at the top and bottom of the hill.

Zoning: The land is zoned Rural Mixed Use and recreation would be a use-by-right.

10. RMU – Rural Mixed Use Zone. The intent of the rural mixed use zone is to allow for a broad mixture of uses including, as uses-by-right, single and multiple dwelling residential uses and, generally, commercial and light industrial uses by conditional use permit. Where public water or sewer utilities are unavailable, the size, slope, dimension and soil type of subdivision lots must be adequate to support on-site water and wastewater systems to properly serve the planned use of the property.

Site Preparation: Scott Rossman has agreed to cut the trees on the property in exchange for the firewood, although an RFP will need to be issued first. Donnie Turner, the nearest private property owner, supports this project and has offered to assist in stumping and developing the project and has offered to work for a reduced rate, although an RFP will also be required for this work.

Ongoing Costs: Haines Borough Public Facilities estimate the cost to plow the parking areas as minimal. The upper area would be used as a needed turn around, and the lower area would take about five to ten minutes to plow. Public Facilities Director Carlos Jimenez is in support of this project.

Insurance Liability: The Haines Borough insurance company has been consulted and has no issue with a sledding area and only suggests that warning signs be posted stating that “sledding, skiing, and snowboarding can be hazardous to your health, children should be supervised by an adult, and that any use of this area is at your own risk”.

Haines Borough 2025 Comprehensive Plan Consistency: A ski/sledding hill is specifically mentioned in Objective 14E, number 2. “Determine feasibility of developing simple ski and sledding hill with rope tow, oriented to families and teens. Non winter months can be mountain bike or multi-use trails. If feasible, construct. “
A ski/ sledding hill is also consistent with Goal 14. “Provide a diversity of parks, recreation facilities, trails, and opens spaces to foster the health and wellness of the Haines residents.”

Public Safety: This project is about creating a safe place for youth and families to recreate. The development of this area will mean less sledding on Borough roads. Police Chief Bill Musser is in support of this project.

Economic Benefits: Having a designated area for skiing/sledding could be seen as an attraction for families considering moving to Haines. The Haines Borough 2025 Comprehensive Plan recognizes the value of these Location-Neutral Families in Objective 3A, “attract and retain Location-Neutral workers, income earners, and business owners to Haines.” It is also possible that a ski/sledding hill in Haines will keep local dollars in Haines. Perhaps the Chamber could start a “Ski/Sled Local” campaign. Having a developed recreation site in the area may increase the value of nearby land (more property taxes) as people often pay more to be next to the golf course, ski area, local parks, etc.

Long-Term Land Use: The granting of this request does not prohibit future development of this property.

Funding: The main cost of this project will be in the stumping/ site work. Donnie Turner estimates the retail cost at \$10,000 to \$12,000 and stated that he would bid half his normal rate to complete the project. This is basically a \$5000 to \$6000 local match. There will also be costs associated with staff time and creating signage. The Administration recommends budgeting up to \$8000 for this project from the estimated \$15,000 remaining in the trail development budget.

Letters of support:

Haines Borough Parks and Recreation Advisory Committee

“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, 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.”

Jon Hirsh

Haines Borough Parks and Recreation Advisory Board

Haines Ski Club

Dear Haines Borough,

9 April 2014

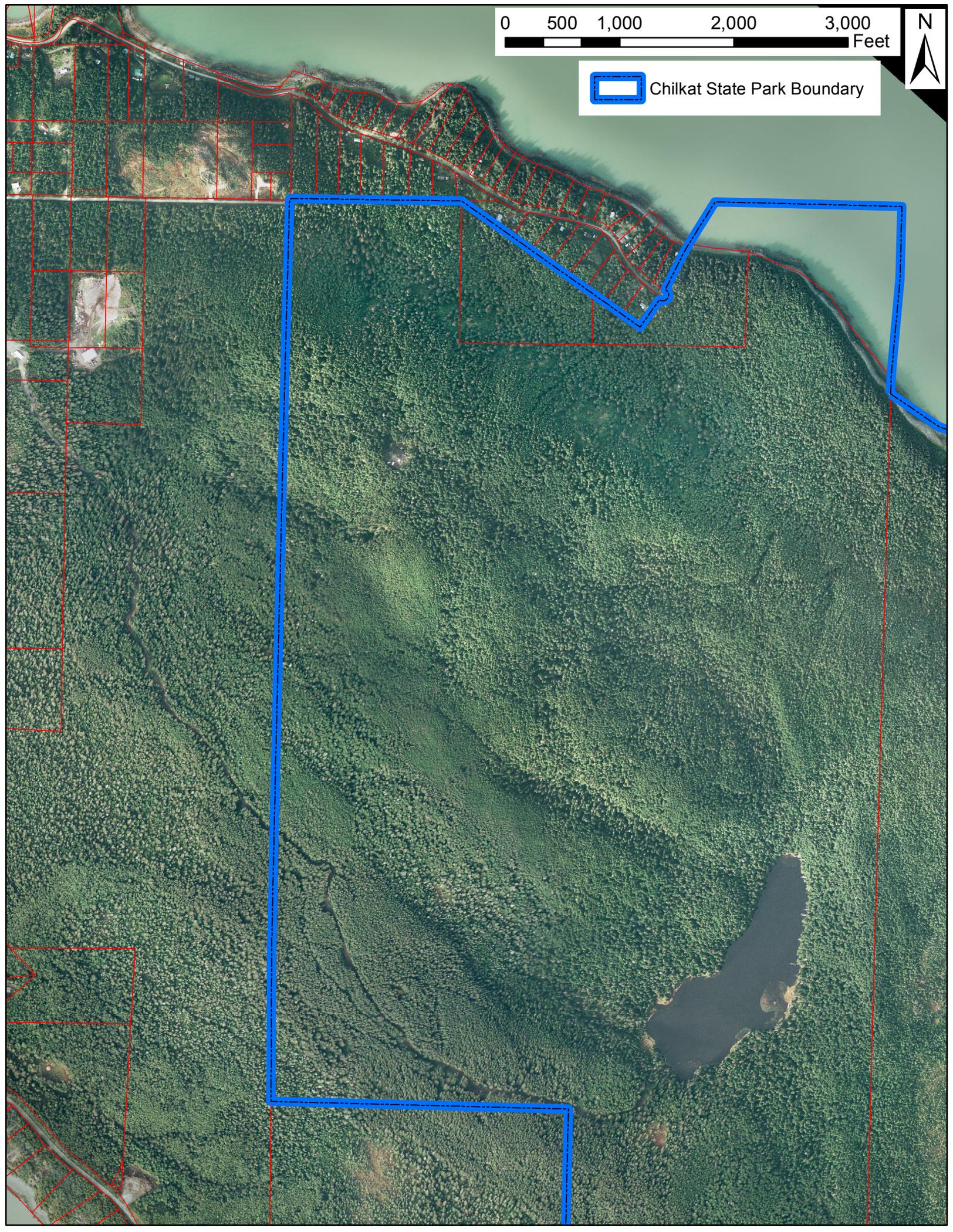
“I support having the Riley Road properties set aside and managed for recreation. The opportunity is there with cooperation from neighbors and entities which will make it a success. The realization of such a recreation area will be beneficial to the community in many ways. Mental and physical health benefits are among the most obvious. Thank you for your consideration.”

Sincerely,
Bill Holton, President, Haines Ski and Hike Club

0 500 1,000 2,000 3,000 Feet



 Chilkat State Park Boundary





0 250 500 1,000 Feet



Proposed Sledding Hill

TRAIL DEVELOPMENT

Haines Borough

Appropriations

FY12 CIP Appropriation	Trail Development	\$	10,000
FY13 CIP Appropriation	Trail Development		5,000
FY14 CIP Appropriation	Trail Development		20,000
	Total Appropriations		<u>35,000</u>

Expenditures

FY13 Expended	Mt. Riley materials		1,617
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Res#14-03-546 dedicating \$15,000 to Alaska			
State Parks for Battery Point Trail			<u>15,000</u>
Total Expended or Obligated			16,617

Remaining Balance Not Obligated 04/30/2014 \$ 18,383



Haines Borough
PLANNING COMMISSION
RECORD OF DECISION

DATE: April 17, 2014

TO: Borough Assembly

FROM: The Haines Planning Commission

PLANNING COMMISSION DECISION:

Motion: **Lende** moves to recommend to the Assembly to support the creation of a ski/sledding hill on Mt. Riley Road to provide a safe area for Haines youth/families to recreate in the winter. **Heinmiller** seconded it. The motion carried unanimously.

RATIONALE: Several members of the community reported that families find the Mt. Riley Road hill area to be a safe, inexpensive place for families to do winter recreation activities, especially sledding.

SUBMITTED BY _____ (signature)

Rob Goldberg
Planning Commission Chair



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-465

Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Contract with J&M Logging, Inc. for the Aluminum Floating Fish Waste Dumpsters project	1. Resolution 14-05-557 2. J&M Logging, Inc. Proposal 3. E-mail Regarding Additional Funding
Originator: Harbormaster	
Originating Department: Ports and Harbors	
Date Submitted: 5/8/14	

Full Title/Motion:
Motion: Adopt Resolution 14-05-557.

Administrative Recommendation:
This resolution is recommended by the Harbormaster

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ Up to \$37,490	\$ 31,500	\$ Up to \$5,990

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.: Objective 4B, Page 144	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

The Borough obtained one proposal for this project: 1) J&M Logging, Inc. for \$37,490. The Harbormaster has reviewed the proposal and recommends award to J&M. The Borough has been appropriated a 2014 Southeast Alaska Chinook Salmon Mitigation Infrastructure Grant in the amount of \$31,500 for the purpose of Haines Borough Harbors Fish Waste Disposal. The Assembly on 3/12/14 adopted Resolution 14-03-540, accepting the grant and authorizing the Borough Manager to enter into an agreement with the Department of Commerce, Community, and Economic Development. The Harbormaster has been in communication with the contractor about possibly reducing the scope of the project to construct only two dumpsters, to stay within the grant budget. The Department of Commerce, Community, and Economic Development recently informed the Borough of an opportunity to apply for additional grant funding to complete or enhance ongoing projects, and the Borough plans to apply.

Referral:

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

Assembly Action:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/13/14	Tabled to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a construction contract with J&M Logging, Inc. for the Aluminum Floating Fish Waste Dumpsters project for an amount not-to-exceed \$37,490.

WHEREAS, the Aluminum Floating Fish Waste Dumpsters project would build three aluminum floating fish waste dumpsters in accordance with plans provided by the Haines Borough; and

WHEREAS, the Haines Borough recently issued a request for proposals from qualified, licensed contractors for the project; and

WHEREAS, the Haines Borough obtained one proposal: 1) J&M Logging, Inc. for \$37,490; and

WHEREAS, the Harbormaster has reviewed the proposal and recommends award to J&M Logging, Inc.; and

WHEREAS, the Haines Borough has been appropriated a 2014 Southeast Alaska Chinook Salmon Mitigation Infrastructure Grant in the amount of \$31,500 for the purpose of Haines Borough Harbors Fish Waste Disposal; and

WHEREAS, the Haines Borough Assembly on 3/12/14 adopted Resolution 14-03-540, accepting the grant and authorizing the Borough Manager to enter into an agreement with the Department of Commerce, Community, and Economic Development; and

WHEREAS, the Harbormaster has been in communication with the contractor about possibly reducing the scope of the project to construct only two dumpsters, to stay within the grant budget; and

WHEREAS, the Department of Commerce, Community, and Economic Development recently informed the Borough of an opportunity to apply for additional grant funding to complete or enhance ongoing projects, and the Borough plans to apply,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to execute a construction contract with J&M Logging, Inc. for the Aluminum Floating Fish Waste Dumpsters project for an amount not-to-exceed \$37,490.

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

Stephanie Scott, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

HAINES BOROUGH
Aluminum Floating Fish Waste Dumpsters

PROPOSAL SCHEDULE

Proposal of J+M Logging Inc (hereinafter called *Proposer*), doing business as (underline one) a corporation, partnership or individual, to the Haines Borough (hereinafter called *Borough*). The Proposer 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 Proposer agrees, if this proposal 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 Request for Proposals by the completion dates and to accept as full payment the Contract Price stated on this Proposal Form, and in the manner stipulated by the Request for Proposals, 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 proposals and negotiate with the responsible proposer submitting the lowest proposal amount.

Proposer accepts all of the terms and conditions of the Request for Proposals and, if this proposal 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; and
4. Subcontractor report, if applicable.

Proposer acknowledges receipt of the following addenda: Addendum #. ___ Initials: ___ Addendum #. ___ Initials: ___

Total BASE PROPOSAL (Price in Digits): 37,490.00

PROPOSER INFORMATION:

Principal Contact: Jonathan Sheets
Business Name: J+M Logging Inc
Business Physical Address: 307 2nd Ave Haines AK 99827
Business Mailing Address, if different: P.O. Box 1647 Haines AK 99827
Phone: 406 544 0775 Fax: _____ Email: jmllogging12@gmail.com


Proposer's Authorized Signature

Jonathan E Sheets
Printed Name

21-17-2014
Date

Krista Kielsmeier

To: Carlos Jimenez
Subject: RE: Additional CSMI Funding

From: Walters, Kate R (CED) [<mailto:kate.walters@alaska.gov>]
Sent: Tuesday, May 06, 2014 9:09 AM
To: Julie Cozzi
Cc: Darsie Culbeck
Subject: Additional CSMI Funding



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,
and Economic Development**

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809
Juneau, Alaska 99811-0809
Main: 907.465.2023
Programs fax: 907.465.5867

VIA EMAIL

May 6, 2014

Haines Borough
Julie Cozzi
PO Box 1209
Haines, AK 99827

RE: Chinook Salmon Mitigation Infrastructure (CSMI) and
Chinook Salmon Hatchery Enhancement (CSHE) Grant Funding

Dear Ms. Cozzi:

After completion of the 2014 CSMI and CSHE award cycles, approximately \$400,000.00 in funds remain for distribution. The deadline for using these federal funds leaves insufficient time to allow for an additional round of competitive applications. As such, the Department of Commerce, Community, and Economic Development (DCCED) after reviewing several options and consulting with the Department of Fish and Game has decided to make the remaining funds available to the twenty current 2013 and 2014 grant recipients to complete or enhance ongoing projects.

Grantees may submit a request for additional funds using the attached application form. Additional funds must be used for the project identified in the current Scope of Work and must be supported by an updated project budget.

The Scope of Work for the **Haines Borough Harbors Fish Waste Disposal**, as stated in the initial application, is to purchase fish cleaning tables and dumpsters to alleviate fish waste disposal in harbors.

An application for the supplemental funding with original signatures must be received in the DCCED office no later than 4:30 PM on **May 23, 2014**. Award amounts will be determined by **June 6, 2014**.

If you have any questions, please contact me via phone at (907) 465-2023 or email kate.walters@alaska.gov.

Sincerely,

Kate Walters
Grants Administrator

Enclosures



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-460
Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Refund penalty & interest paid on a Manifest Clerical Error (the principal was already refunded)	1. Resolution 14-05-558 2. Previously-adopted Resolution 13-10-510.
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 4/29/14	

Full Title/Motion:
Motion: Adopt Resolution 14-05-558.

Administrative Recommendation:
The borough manager recommends this resolution.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ Approx. \$1,898.00	\$	\$

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.:	Consistent: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:
Borough staff discovered a manifest clerical error involving real property account C-HHY-03-0900 that involved overpayment of property taxes. On 10/22/13, the assembly adopted Resolution 13-10-550 authorizing the manager to refund to the property owner the taxes incorrectly paid for the 2002 through 2011 tax years. The property owner had paid penalty and interest in addition to the principal, but those amounts were not included in the refund. An additional refund is not legally-required, therefore any decision to do so is discretionary. The manager believes this is the right thing to do in this situation and therefore recommends the penalty and interest be refunded plus interest, calculated at 8%, for the same 2002 through 2011 time period. This additional refund would be for approximately \$1,898 with the final amount to be adjusted by the Chief Fiscal Officer to reflect the exact amount of interest due on the payment date.

Referral:

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

Assembly Action:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/13/14	Tabled to Date:

HAINES BOROUGH
RESOLUTION No. 14-05-558

Draft

A Resolution of the Borough Assembly authorizing a refund of interest and penalty in the amount of approximately \$1,898 that was not included in the calculated refund already paid for a corrected manifest clerical error involving real property account C-HHY-03-0900.

WHEREAS, borough staff discovered a manifest clerical error involving real property account C-HHY-03-0900 that involved overpayment of property taxes; and

WHEREAS, on October 22, 2013, the borough assembly adopted Resolution 13-10-550 authorizing the borough manager to refund to property owner Della Brouillette the incorrectly paid taxes for the 2002 through 2011 tax years; and

WHEREAS, a check in the amount of \$6,866 was remitted that included principal plus interest, calculated at 8%; and

WHEREAS, the property owner had paid penalty and interest in addition to the principal, but those amounts were not included in the refund; and

WHEREAS, this refund is not legally-required, therefore any decision to do so is discretionary; and

WHEREAS, the borough manager believes this is the right thing to do in this situation and therefore recommends the penalty and interest be refunded plus interest, calculated at 8%, for the same 2002 through 2011 time period,

NOW THEREFORE BE IT RESOLVED that the Haines Borough Assembly authorizes the borough manager to refund to Della Brouillette the penalty and interest paid on property account C-HHY-03-0900 for the 2002 through 2011 tax years plus interest, calculated at 8%, in the amount of approximately \$1,898 with the final amount to be adjusted by the Chief Fiscal Officer to reflect the exact amount of interest due on the payment date.

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

Stephanie Scott, Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

A Resolution of the Borough Assembly correcting a manifest clerical error involving real property account C-HHY-03-0900 for tax years 1986-2011 and authorizing a refund in the amount of approximately \$6,866.

WHEREAS, in 2013, a real property appeal was filed by Della Brouillette on a vacant 7.62 acre parcel of land located at approximately 3.5 mile Haines Highway, and the appeal questioned the assessed value and suggested the location of the land was not obvious to the appellant; and

WHEREAS, staff researched this and discovered a manifest clerical; and

WHEREAS, in 1986 an account was created with a property identification number of C-HHY-03-0900 for Lot 9, Section 29, Township 30 South, Range 59 East, Copper River Meridian containing 7.62 acres; and

WHEREAS, this parcel is part of the Haines Highway at approximately mile 3, very close to the end of the airport runway next to the Brouillette native allotment at mile 3, Haines Highway; and

WHEREAS, the land involved was originally owned by the Bureau of Land Management (BLM), and the State of Alaska worked with the BLM when the airport expansion in this area was in progress, and creation of this account was likely prompted when the late Susan Ella Brouillette was granted a Land Patent from the BLM on March 27, 1985 to guarantee the Brouillette family access to their native allotment; and

WHEREAS, it is quite likely if the details of the original Land Patent from BLM, (Book 12, Pg. 909) had been reviewed closely when first received by the Haines Borough assessor in 1986, account C-HHY-03-0900 would never have been created; and

WHEREAS, the following taxes were paid, totaling \$6,421.23:

1988 - \$111.89	2003 - \$43.50
1996 - \$161.40	2003 - \$350.70
1996 - \$160.10	2003 - \$149.10
1997 - \$401.70	2003 - \$310.60
1997 - \$398.30	2003 - \$143.80
1998 - \$346.80	2004 - \$170.80
1998 - \$344.00	2004 - \$666.10
1999 - \$415.00	2005 - \$911.70
1999 - \$401.50	2006 - \$1,064.90
2000 - \$1,079.90	2007 - \$994.30
2002 - \$128.10	2008 - \$302.60
2002 - \$183.10	2009 - \$244.60
2002 - \$367.10	2010 - \$254.40
2002 - \$354.60	2011 - \$225.90; and

WHEREAS, the amount of tax principal overpaid since Borough consolidation (2002) is approximately \$4,658, and the amount of principal plus interest, calculated at 8%, is approximately \$6,866; and

WHEREAS, the length of time covered by any refund decision beyond one year is at the discretion of the Assembly; however, once a decision to refund taxes for a particular time frame is allowed, interest at the rate of 8% must be refunded in addition to the amount of the tax overpayment,

NOW THEREFORE BE IT RESOLVED that the Haines Borough Assembly authorizes the Manager to make tax refunds for the 2002 through 2011 tax years in the amount of approximately \$6,866 to Della Brouillette with the final amount to be adjusted by the Chief Fiscal Officer to reflect the exact amount of interest due on the payment date.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 22nd day of October, 2013.



Stephanie Scott
Stephanie Scott, Mayor

Attest:

Michelle L. Webb

Michelle L. Webb, Interim Borough Clerk



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-457

Assembly Meeting Date: 5/13/14

Business Item Description:		Attachments:
Subject:	Final Design for Picture Point Wayside Improvements	1. Resolution 14-05-559 2. Memo from Executive Assistant 3. Final Design Documents 4. Letter from Rob Goldberg, planning commissioner 5. Planning Commission Record of Decision
Originator:		
Executive Assistant		
Originating Department:		
Administration		
Date Submitted:	5/8/14	

Full Title/Motion:
Motion: Adopt Resolution 14-05-559.

Administrative Recommendation:
This resolution is recommended by the Planning Commission.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ 46,000	\$ 46,000	\$ 0

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.: Goal 3, Objective 30, Goal 5, Goal 14, Objective 14E #7	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

This project will provide improvements to a Haines Borough public park to benefit both visitors and locals. The improvements may also provide economic stimulus by acting as an attractant to travelers arriving by ferry and heading north. The Wayside is meant to provide visitor services in the form of restrooms and signage detailing local attractions. It is hoped that some travelers will extend their stay in Haines once alerted to the attractions. The Haines Borough received a grant from the Alaska Department of Transportation and Public Facilities for Picture Point Wayside Improvements in the amount of \$184,400, with a local match of \$46,000. The Picture Point Acquisition Grant was amended to include \$140,000 for paving and site preparation for wayside improvements. Bettisworth North Architects and the Picture Point Design Committee worked through a public process to come up with a final design. The Planning Commission voted to approve the final design and send to the assembly for approval.

Referral:

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

Assembly Action:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/13/14	Tabled to Date:

A Resolution of the Haines Borough Assembly accepting the final design for Picture Point Wayside Improvements and authorizing the Borough Manager to facilitate the project.

WHEREAS, the 2025 Haines Borough Comprehensive Plan Objective 14E #7 states that it is the borough's responsibility to "Complete Picture Point Park by installing a landscaped parking area, picnic tables, viewing area, and signage"; and

WHEREAS, the Haines Borough received a grant from the Alaska Department of Transportation and Public Facilities for Picture Point Wayside Improvements in the amount of \$184,400 with a local match of \$46,000; and

WHEREAS, the Picture Point Acquisition Grant was amended to include \$140,000 for paving and site preparation for wayside improvements; and

WHEREAS, \$8,000 from the Picture Point Wayside Improvements grant was allocated for design services; and

WHEREAS, Bettisworth North Architects and the Picture Point Design Committee worked through a public process to come up with a final design; and

WHEREAS, the Haines Borough Planning Commission voted to approve the final design and send to the assembly for approval,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly accepts the final design for Picture Point Wayside Improvements and authorizes the Borough Manager to facilitate the project.

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

Stephanie Scott, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk



Haines Borough Administration
Darsie Culbeck, Executive Assistant to the
Borough Manager
(907)766-2231 • Fax(907)766-2716
dculbeck@haines.ak.us

May 8, 2014,

RE: Picture Point Planning

The administration seeks approval of the final plan for the development of the Picture Point Wayside. This plan was developed through a multi-month public process with the five-member Picture Point Design Advisory Committee working in conjunction with the architecture firms of Bettisworth North and Aeolian Design.

The plan has focused on numerous design considerations including:

- Maintaining and emphasizing the exceptional viewshed
- Formalizing beach access
- Providing parking, including parking for recreational vehicles and buses
- Providing ADA accessible parking and facilities
- Locating potential seating and event areas
- Identifying potential locations for picnic sites with tables and fire rings
- Identifying potential locations for at least one restroom and one pavilion, possibly two of each; pavilion design should include shelter from strong winds from the south
- Identifying potential location and topics for several interpretive panels
- Maintaining a clear area in each parking area for snow dumping

The Picture Point Design Advisory Committee approves of the design and asks the Planning Commission and the Borough Assembly to adopt this plan and funding strategy.

Funding: The Haines Borough has an estimated \$390,000 in place for this project, although the estimated cost to complete is \$739,000.

We recommend a phased spending approach with the first phase starting on Area 1 with surveying, grading, paving, a restroom, a bridge over the creek, a trail, bike racks and picnic tables. The rest of the project will be completed as funding is secured.

The final plan with diagrams and a narrative is included.

We also recommend using the current five member Picture Point Design Advisory Committee with representatives from the Tourism Advisory Board, the Chamber of Commerce, Takshanuk Watershed Council, the Parks and Recreation Advisory Committee, and Planning Commission as an oversight committee to assist with implementation.

Picture Point Wayside Project

Haines, AK



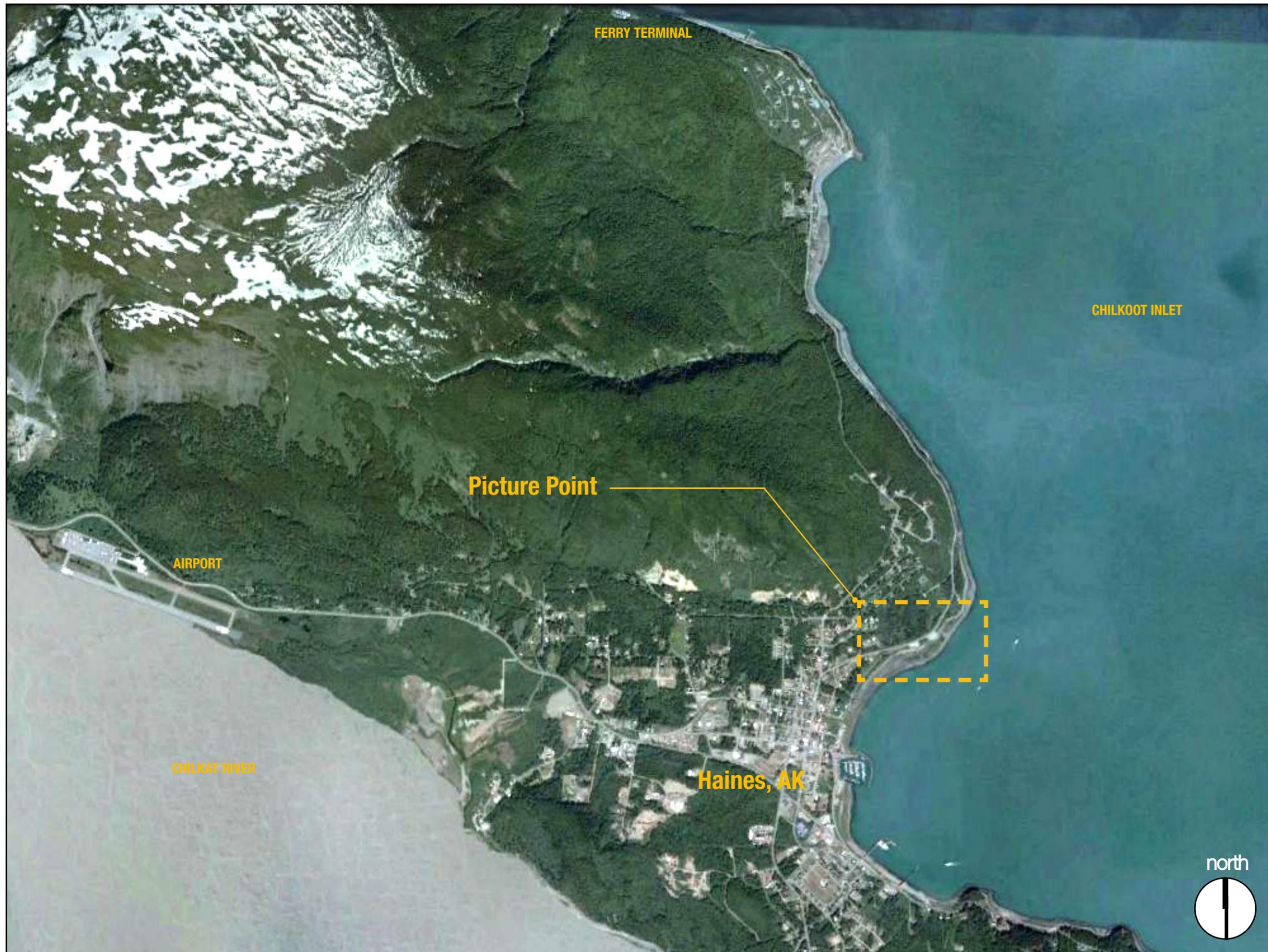
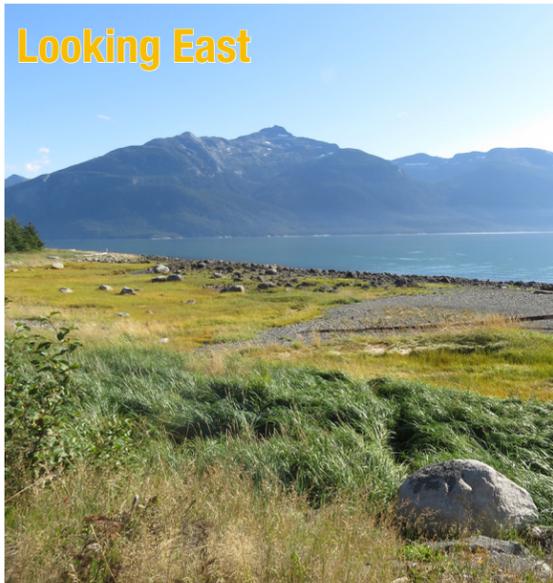


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Cost Estimate	Sheet 12





Looking East

SITE ANALYSIS

LOCATION/ACCESS

Picture Point is situated at the Northern end of Portage Cove, approximately one mile north of the town of Haines, toward the ferry terminal. It is located at mile post 2.6 on Lutak Road, also known as the Haines Alaska - Valley of the Eagles Highway. It is a 4.55 acre lot located within the Haines Borough, Alaska, within Section 26, T30S, R59E, C.R.M. Picture Point was previously a residential lot, created by a replat of Lot 3, Nukdik Point view Subdivision, and accreted lands from A.T.S. 1308 into Lot 4. Sidewalk improvements have been completed from Portage cove to Main Street, however, a widened sidewalk from Main Street to Picture Point is needed. A wide road shoulder exists from the AMHS ferry terminal to Picture Point.

On the north side of the lot, parallel to Lutak Road, a driveway is under construction leading to a neighboring lot.

CLIMATE

Haines and its surroundings experience mild summers and mild winters, with heavy snowfall. The average summer temperatures range from 48 to 65 degrees Fahrenheit, with winter temperatures ranging from 19 to 40 degrees. Maximum summer temperatures reach into the 90s, and winter temperatures can reach a chilling -15 degrees. Average annual precipitation is 48 inches per year, and average snowfall is 10 feet per year (Western Regional Climate Center).

The growing season in Haines lasts approximately 140 days per summer. For comparison, most coastal valleys in the Central Valley, in California, have a freeze-free season of 225 to 300 days.

Prevailing winds over Lynn Canal are northerly throughout much of the year, except during the summer months when they are southeasterly, weaker, and more variable. The funneling effect of the mountains that surround Lynn Canal causes winds to be channeled in a northerly, or southerly, direction. Occasionally, during the winter, extremely strong down-slope winds occur. These winds may blow steadily at 40 to 60 miles per hour, with gusts occasionally over 80mph. Existing air quality is excellent.

The highest predicted tide is +22.3 feet, and the lowest predicted tide is -5 feet.

Glacial rebound occurs up to 0.9 inches per year.

HISTORIC VALUE

Picture Point has historically been used as a T'anani Village site and Nudkdik/T'anani site. A site of historic and prehistoric significance is located on the Tank Farm property (Alaska Heritage Resource Survey Number SKG-051). A road was constructed in the late 1950's directly through the village site to Chilkoot Lake, and gradually, over the years, the village site became park and road waysides. Native use of this area continues on a seasonal basis for subsistence food gathering and the Lukaaxadi have erected a cultural camp within the old village site. Additional village sites of the Luaaxadi include Tan'aani on Lutak Inlet.



Area 1



Area 2



Beach Access

HABITAT

The Picture Point area is used as a milling and migration area by all species of local anadromous fish. Feeding sea mammals frequent the area, and the rocks, pools, and deeper water provide habitat for bottom fish and shellfish. Lucrative rocky intertidal pools exist along the shore of much of Portage Cove. The entire waterfront seasonally hosts local species of migratory and resident fish, sea mammals, waterfowl and terrestrial birds. The in and out migration of all species of local anadromous fish, bottom fish, and shellfish populations are very important to the fishing industry. Out-migrating juvenile salmon hug the shallow, near-shore waters throughout the Cove to avoid larger, predatory fish in deeper waters. Milling salmon and Dolly Varden attract sport and subsistence harvesting, although other places are preferred. Herring spawning occurs at Tanani Point, Nukdik Point, and Flat Bay.

Large rafts of scoters and diving ducks are commonly seen, and great blue herons can be observed along the shoreline.

Rockweed is common inter-tidally, and bull kelp is common in the upper sub-tidal zone.

FLOODPLAIN VEGETATION

The black cotton wood forest/alder shrub land association is found near sea level on floodplains and glacial outwash plains. The cottonwood forest, dominated by black cottonwood (*Populus balsamifera*) is similar in shrub and ground species composition to the hemlock/spruce forest. The cottonwood forests dominate in areas where drainage is poor, inundation of water for brief periods is common, and the mineral soil is exposed. The alder shrub lands are commonly dominated by several species of alder (*Alnus* spp.) and willow (*Salix* spp.)

ENVIRONMENTAL ISSUES

In late January 2011, an arc-shaped ground slump above the state's Lutak Road and borough's Oceanview Drive fractured and moved toward Portage Cove Inlet fracturing the road and ground. Geotechnical engineers with the state and consultants to the borough were on the scene immediately studying and monitoring the slump. The Borough Assembly declared a state of emergency that lasted about two months. Better information about surficial and ground water flow in the area and redirection of both are likely necessary. Stabilization will be needed, and it may be that, in the long term, relocating a portion of Lutak Road will be required.

Pollution - Raw sewage from tourist RVs at both Tanani and Nudik Points contribute to isolated water pollution in the area. Portage Cove needs to be monitored, use policies need to be established, and on site waterfront access improvements need to be made where desirable. The natural greenbelts existing along major roads and highways should be maintained to the maximum extent feasible.

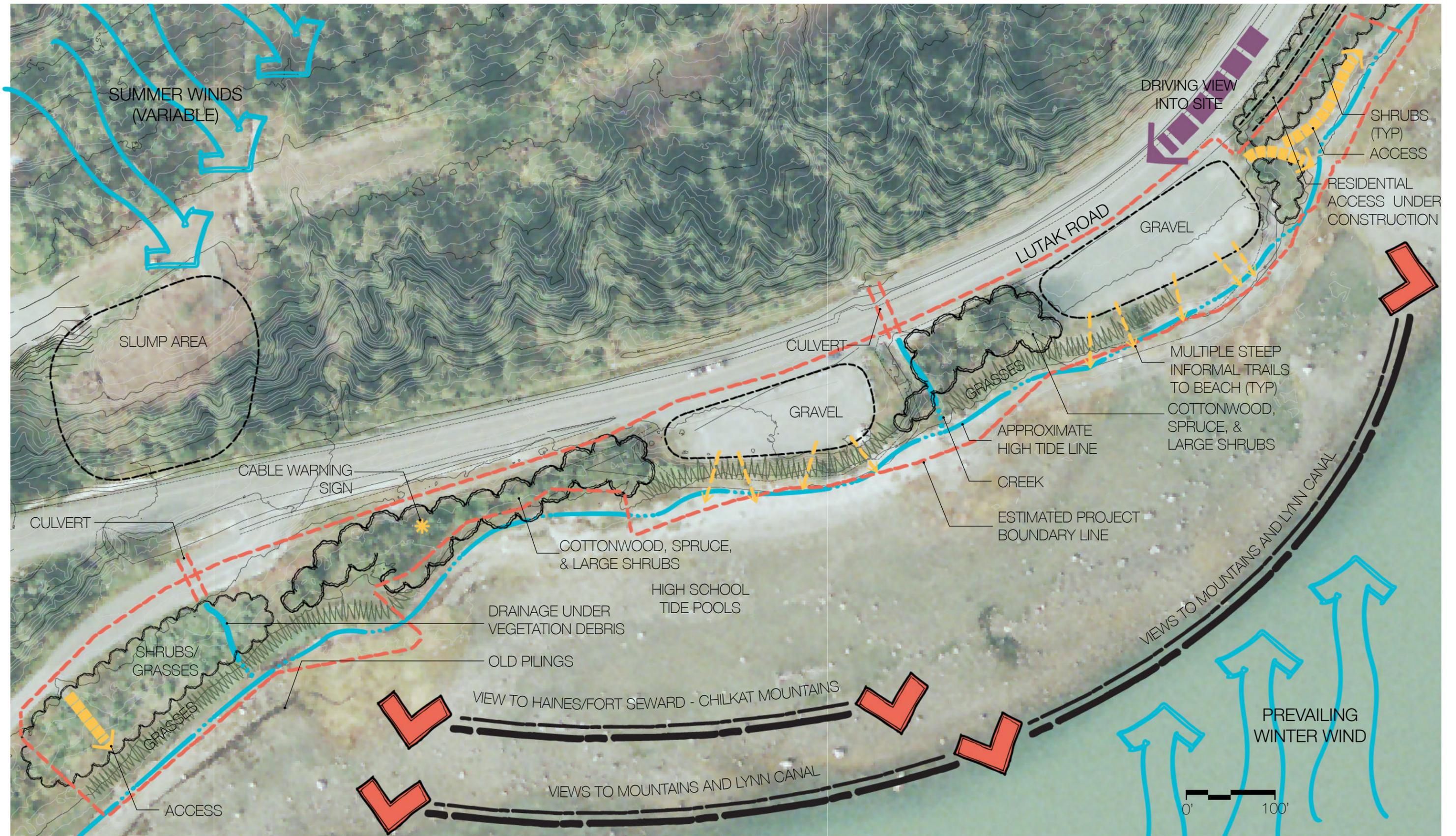
Protection - Projects and activities shall be located, designed, constructed, and operated to avoid, minimize, or mitigate significant adverse impacts to recreation values, including activities such as fishing, beach combing, hiking, birdwatching, boating and kayaking, picnicking, camping, access, playing outdoor sports, bicycling, skiing, learning about local culture, and hunting.

Sources:

Haines Borough Code

Haines Coastal Management Plan

Western Regional Climate Center



DESIGN NARRATIVE

GENERAL DESCRIPTION

The Picture Point Wayside site is a 4.5 acre lot located northeast of Haines, AK on Lutak Road. Lutak Road and Front Street border the site to the north, and the rocky beaches of Chilkoot Inlet form the southern boundary of the site. Currently, the site consists of two informal gravel parking areas, the beach along Chilkoot Inlet, a creek, and a few small, rough patches of vegetation. Current site use is also informal. Visitors take advantage of the view from the site for scenic photos. There are also multiple beach access trails from the parking areas, making it a good place to park and take a walk on the beach.

The Picture Point Wayside Park Master Plan identifies three distinct areas within the site.

- + Area 1 is on the northeast end of the lot. It includes an undeveloped gravel parking area. Multiple steep informal trails lead from the gravel parking area down to the beach. This area also includes the residential driveway approach that may impact access to Lutak Road on the north end of the site.
- + Area 2 also includes an undeveloped parking lot with steep, informal trails down to the beach. It is closest to the tide pools constructed by the local High School.
- + Area 3 bends away from Lutak Road to run along Front Street, and is characterized by shrubs, grasses, and historic pilings along the beach. The Lutak Road slump area is just to the north of Area 3.
- + All three areas are marked by excellent views of Haines, Chilkoot Inlet, and the surrounding area.

Based on the site analysis and the stakeholder meetings, there are various opportunities and constraints that were considered in the design for the Picture Point Wayside Project. These design considerations and guidelines included:

- + Maintaining and emphasizing the exceptional viewshed.
- + Formalizing beach access.
- + Providing parking, including parking for recreational vehicles and buses.
- + Providing ADA accessible parking and facilities.
- + Locating potential seating and event areas.
- + Identifying potential locations for picnic sites with tables and fire rings.
- + Identifying potential locations for at least one rest room and one pavilion, possibly two of each. Pavilion design should include shelter from strong winds from the south.
- + Identifying potential location and topics for several interpretive panels.
- + Maintaining a clear area in each parking area for snow dumping.

AREA 1

The proposed design for Area 1 places an emphasis on the views, providing every opportunity for the visitor to enjoy the scenery, uninterrupted by structures. The restroom and pavilion sites are located to the side of the main pedestrian areas to maintain uninterrupted viewsheds not only from the site itself, but from the road as well.

The viewing area in Area 1 is slightly recessed, providing a sense of separation from the parking lot. Benches made from driftwood, or other recycled materials are scattered throughout the viewing area.

Though two possible pavilion locations are identified on the plan, Area 1 is specifically designed to include a commemorative pavilion. The informational kiosk is an integral part of the pavilion, providing basic information about the area and the site, such as location data and some local history. Solid panels on the south side of pavilion provide shelter from the wind.

In addition, a map of the area is etched into the floor of the concrete viewing area. The map helps visitors orient themselves in the landscape, and adds an interesting design detail to the concrete paving. Terraced seating forms a path down from the viewing area to the beach, for those who want direct access, and a gently sloping path at the northeast end of the site provides an ADA accessible path down to the rocky shoreline. Areas 1 and 2 are connected by an ADA accessible trail that takes the visitor past two large picnic areas, and over the creek. A boardwalk bridges the creek, and an additional, alternate boardwalk trail, through the grassy area, and over the creek, is shown on the plan.

AREA 2

The proposed design for Area 2 focuses on users who might want to stay at the site for longer than the few minutes required to take a scenic photo. A pavilion, tucked to one side in order to maintain views, provides shelter on stormy days. A large ring of small boulders defines a multi-use space in the center of the bench seating area. The ring of boulders might be used as a human sundial on a sunny summer day, an informal stage for events, or as a space for a large bonfire on Solstice. Four picnic areas, each with their own fire pit, are located to the southwest of the parking area. The picnic sites are visible from the parking area, but strategically placed beds of native vegetation between the picnic sites provide a sense of privacy.

As in Area 1, terraced seating forms a path down to the beach from the ring of boulders, while a gently sloping path at the southwest end of the site is ADA accessible. At the southwest end of Area 2 is a site for several totem poles and a native plant garden made up of local edible and medicinal plants.

AREA 3

The proposed design for Area 3 makes few changes to the existing conditions. A trail winds through Area 3, connecting Areas 1 and 2 to the planned Haines Waterfront Trail at the southwest corner of the site, along Front Street. There is parking for approximately four cars in the small parking area off of Front Street, and a path leads people down to the beach and the historic pilings.

VEHICLE ACCESS AND PARKING

Vehicles access the site in three places. Area 1 is accessed from Lutak Road. An asphalt parking lot includes 16 parking stalls, two signed priority parking ADA parking stalls, and three bus/motorhome parking stalls. Area 2 is accessed from Lutak Road as well. A gravel parking lot includes nine parking stalls, two signed priority parking ADA parking stalls (paved), and enough space for one large bus or motorhome. Area 3 is accessed from Front Street and includes a gravel parking area with enough room for four vehicles.

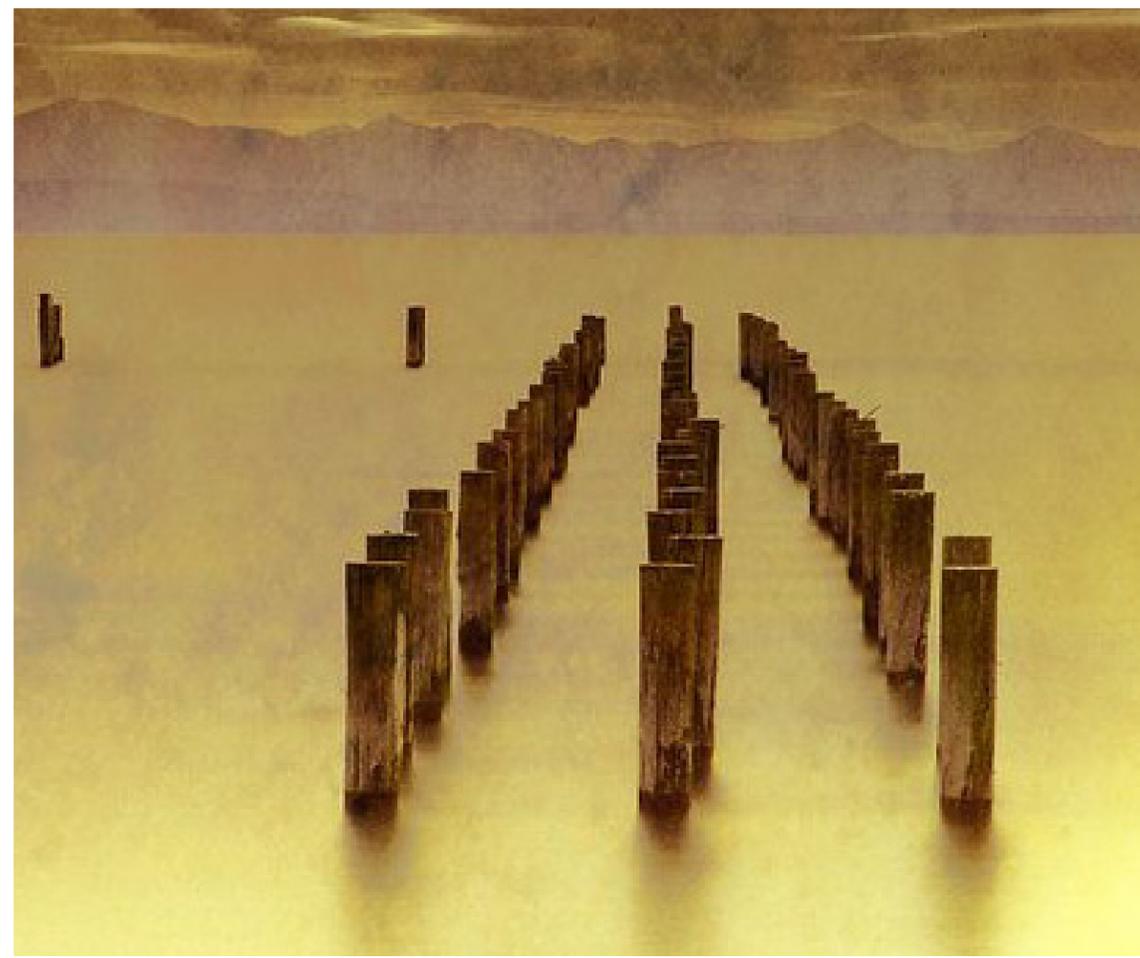
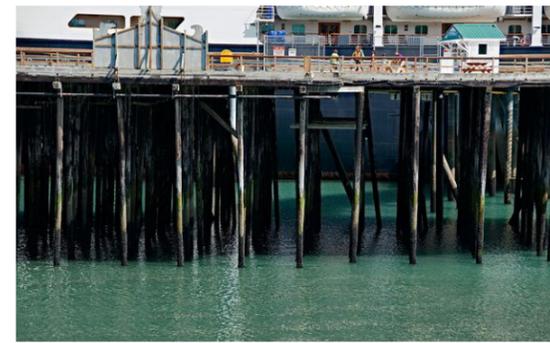
LANDSCAPING

The proposed plan incorporates existing vegetation, retaining and augmenting the existing vegetation wherever possible. Trees, shrubs, and grasses native to the site are recommended for the revegetated areas. Existing conditions on the site include an oversized and denuded parking area in Area 2. In the proposed plan, the Area 2 parking lot is reduced, and approximately half of it is revegetated. Recommended plantings for the revegetated area include native edible plants and traditional Tlingit medicinal plants.

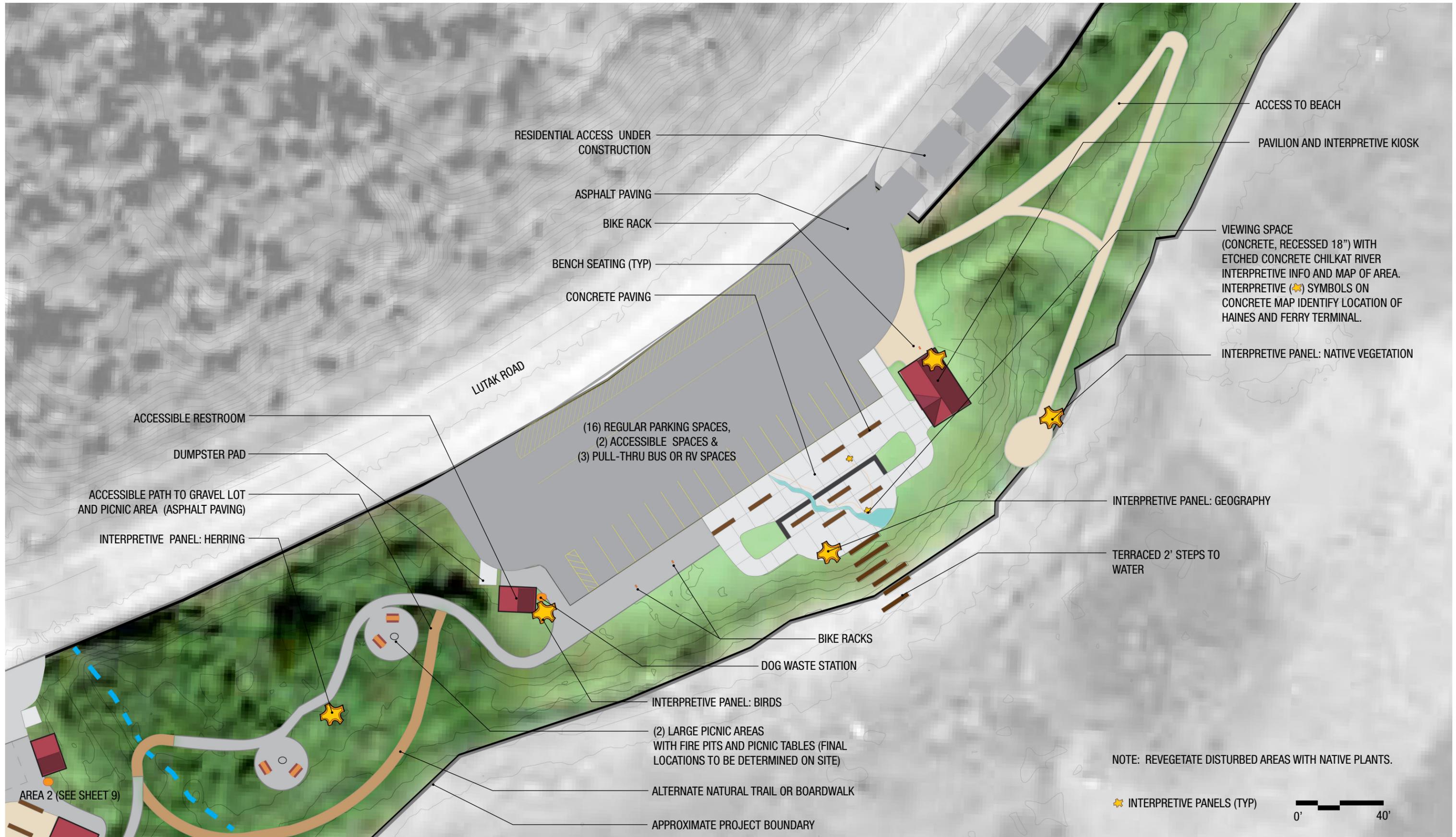
INTERPRETIVE SIGNS

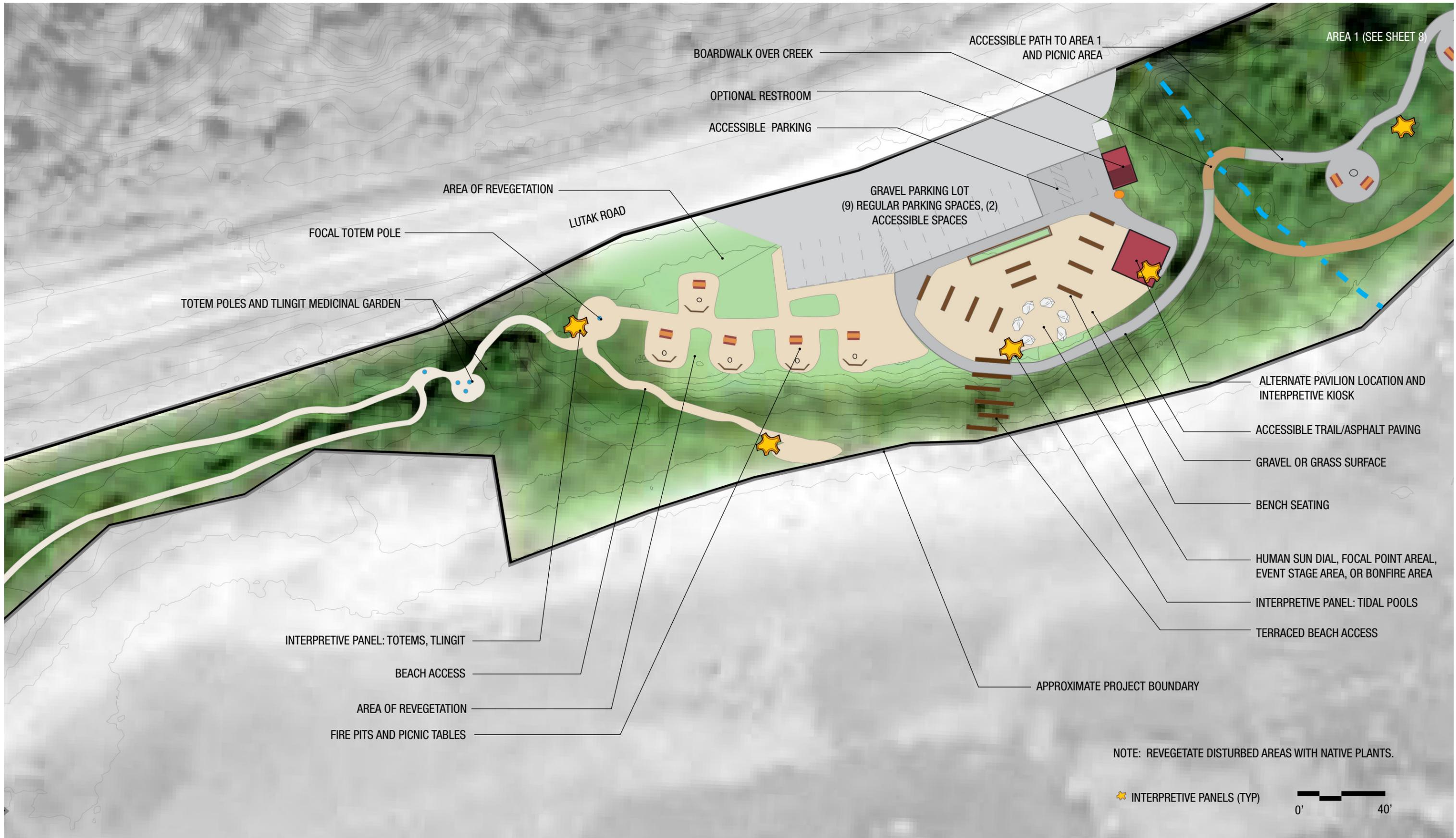
In addition to the informational kiosk in the pavilion, interpretive signs are scattered throughout the site. Interpretive sign topics include:

- + Native Vegetation
- + Local Geography (including information about the slump)
- + Native Bird Identification
- + Herring Spawning and Migration of Anadromous Fish
- + Tidal Pools
- + Local Edible and Medicinal Vegetation (with focus on Tlingit traditions)
- + Totems, Tlingit History
- + Piers, Local Nautical and Import/Export History

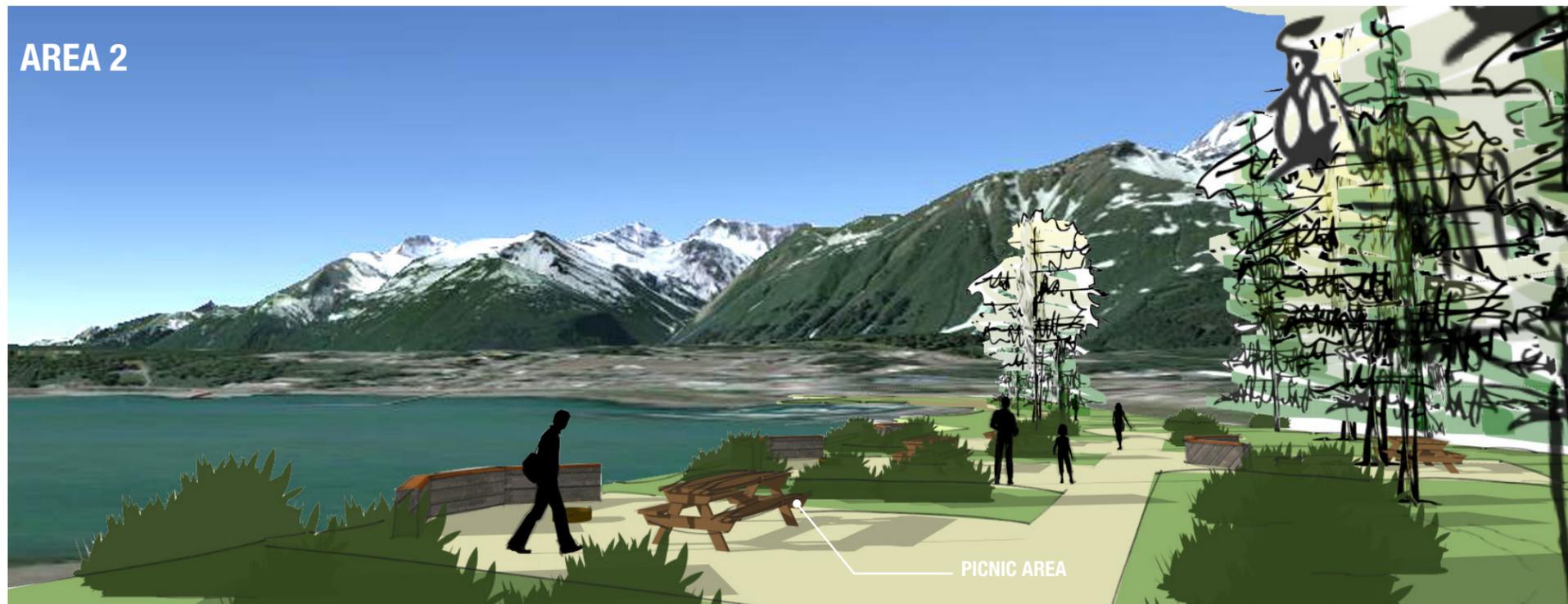
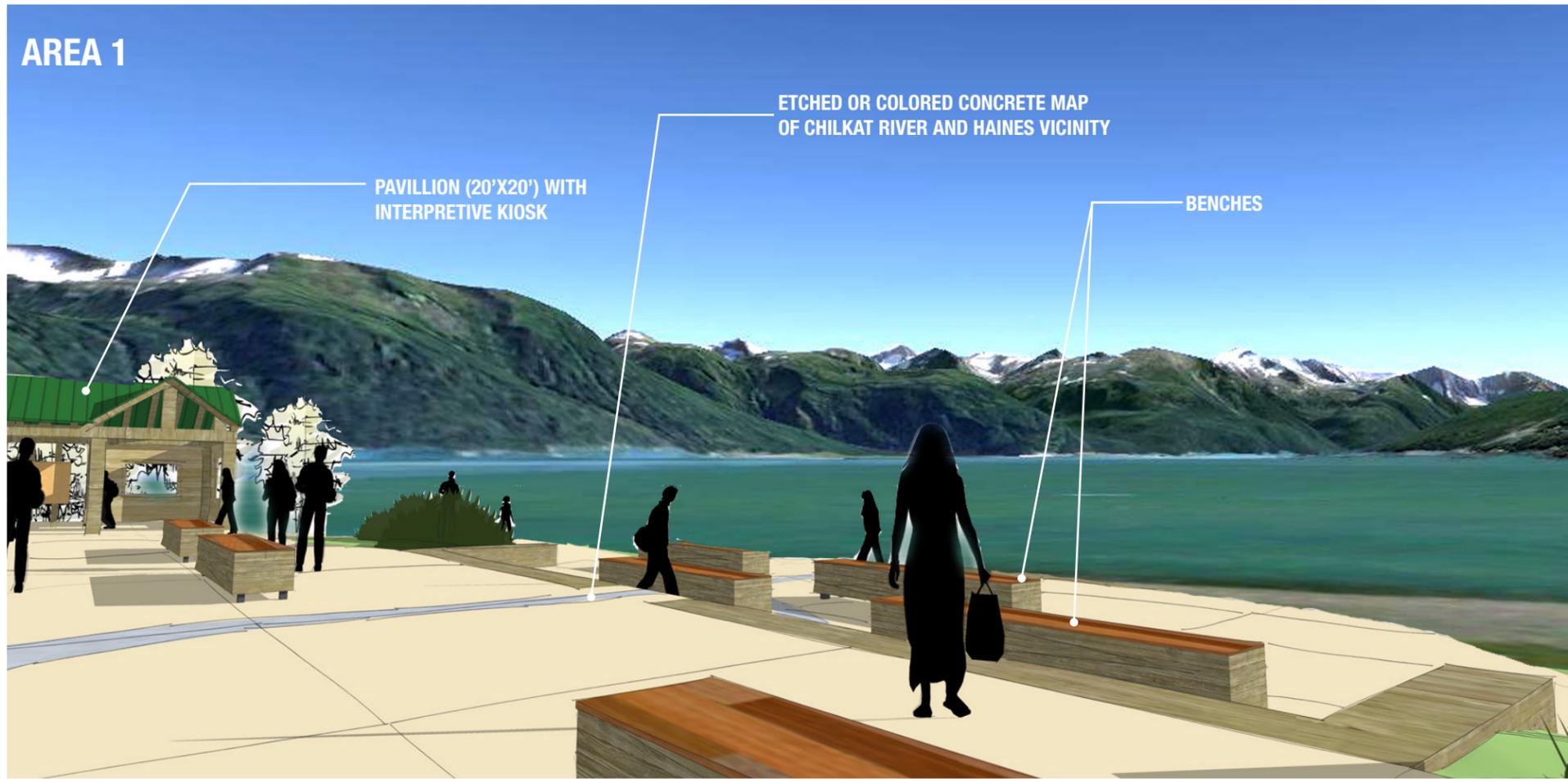












Picture Point Wayside-Area 1 Estimated Construction Cost

ITEM NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL ESTIMATED PRICE
1	Construction Survey per Each	1	\$ 10,000.00	\$ 10,000.00
2	Grading Existing Surfaces per SY	2550	\$7.00	\$ 17,850.00
3	Pavilion per SF	600	\$275.00	\$ 165,000.00
4	Restroom per Each	1	\$70,000.00	\$ 70,000.00
5	Asphalt Parking Area, 3" depth per TON	320	\$140.00	\$ 44,800.00
6	Type II Base Course under Asphalt Parking per TON	1225	\$20.00	\$ 24,500.00
7	Leveling Course under Asphalt Parking per TON	405	\$30.00	\$ 12,150.00
8	Parking lot striping per LF	1000	\$0.60	\$ 600.00
9	Asphalt Walk, 2" depth per TON	45	\$140.00	\$ 6,300.00
10	Type II Base Course under Asphalt Walk per TON	260	\$20.00	\$ 5,200.00
11	Leveling Course under Asphalt Walk per TON	86	\$30.00	\$ 2,580.00
12	Leveling Course at gravel walk to beach per TON	40	\$30.00	\$ 1,200.00
13	Concrete w/ Base Course per SY	600	\$60.00	\$ 36,000.00
14	Decorative Concrete with Insets per SY	60	\$150.00	\$ 9,000.00
15	Curb & Gutter per LF	200	\$50.00	\$ 10,000.00
16	Boardwalk/ Bridge at Creek per SF	145	\$50.00	\$ 7,250.00
17	Bike Rack per Each	3	\$ 800.00	\$ 2,400.00
18	Interpretive Sign per Each	5	\$ 2,500.00	\$ 12,500.00
19	Picnic Table per Each	2	\$2,500.00	\$ 5,000.00
20	Bench: Donated per Each	7	\$1,000.00	\$ 7,000.00
20	Seat Wall at Plaza: Free material per Each	12	\$1,500.00	\$ 18,000.00
22	Terraced Access to Beach: Free material per Each	12	\$1,000.00	\$ 12,000.00
23	Planted Beds per SF	450	\$15.00	\$ 6,750.00
24	Topsoil, 4" depth per MSF	1	\$500.00	\$ 500.00
25	Seeding, No Mow Mix per MSF	1	\$400.00	\$ 400.00
Sub Total:				\$ 486,980.00
15% Contingency:				\$ 73,047.00
Total:				\$ 560,027.00

Picture Point Wayside-Area 2 Estimated Construction Cost

ITEM NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL ESTIMATED PRICE
1	Construction Survey per Each	1	\$ 8,000.00	\$ 8,000.00
2	Grading Existing Surfaces per SY	2100	\$7.00	\$ 14,700.00
3	Asphalt Walk, 2" depth per TON	30	\$140.00	\$ 4,200.00
4	Type II Base Course under Asphalt Walk per TON	182	\$20.00	\$ 3,640.00
5	Leveling Course under Asphalt Walk per TON	60	\$30.00	\$ 1,800.00
6	Leveling Course at gravel walk to beach per TON	65	\$30.00	\$ 1,950.00
7	Bike Rack per Each	3	\$ 800.00	\$ 2,400.00
8	Interpretive Sign per Each	4	\$ 2,500.00	\$ 10,000.00
9	Picnic Table per Each	5	\$2,500.00	\$ 12,500.00
10	Fire Ring per Each	5	\$1,000.00	\$ 5,000.00
11	Bench: Donated per Each	10	\$1,000.00	\$ 10,000.00
12	Seat Wall: Free material per Each	20	\$1,500.00	\$ 30,000.00
13	Terraced Access to Beach: Free material per Each	12	\$1,000.00	\$ 12,000.00
14	Boulders per Each	6	\$300.00	\$ 1,800.00
15	Totem: Donated per Each	1	\$2,000.00	\$ 2,000.00
16	Planted Beds per SF	550	\$15.00	\$ 8,250.00
17	Topsoil, 4" depth per MSF	10	\$500.00	\$ 5,000.00
18	Seeding, No Mow Mix per MSF	10	\$400.00	\$ 4,000.00
Sub Total:				\$ 137,240.00
15% Contingency:				\$ 20,586.00
Total:				\$ 157,826.00

Note: These costs are based on a conceptual design. Some items such as totems, interpretive signage, benches, and the pavilion may range greatly in cost if performed by volunteer effort or donation. Additional estimating should be provided for this project after a site survey and construction documents are produced for the actual work to be performed.

Picture Point Wayside-Area 3 Estimated Construction Cost

ITEM NO.	WORK DESCRIPTION	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL ESTIMATED PRICE
1	Grading Existing Surfaces per SY	640	\$7.00	\$ 4,480.00
2	Leveling course at gravel trail and parking per TON	120	\$30.00	\$ 3,600.00
3	Interpretive Sign per Each	1	\$ 2,500.00	\$ 2,500.00
4	Totem: Donated per Each	4	\$2,000.00	\$ 8,000.00
5	Topsoil, 4" depth per MSF	0.50	\$500.00	\$ 250.00
6	Seeding, No Mow Mix per MSF	0.50	\$400.00	\$ 200.00
Sub Total:				\$ 19,030.00
15% Contingency:				\$ 2,854.50
Total:				\$ 21,884.50

SUMMARY

Picture Point Wayside-Estimated Cost Summary

ITEM NO.	Area	TOTAL ESTIMATED PRICE
1	Area 1	\$ 486,980.00
2	Area 2	\$ 137,240.00
3	Area 3	\$ 19,030.00
Sub Total Areas 1-3		\$ 643,250.00
15% Contingency		\$ 96,487.50
Estimated Total Cost		\$ 739,737.50

May 7, 2014

Dear Mayor Scott and Assembly members,

I will be unable to attend the May 13th Assembly meeting. Please accept these comments in my absence.

The Planning Commission, at its meeting of April 17th, endorsed the plan for Picture Point Park. I was a member of the committee that worked with the architects to develop the plan. A lot of input from committee members and the public was given to the architects. I think the resulting development will be beneficial to residents and visitors alike. Residents will have a place to picnic or to hold events, such as weddings.

Visitors on tours will be able to stop and take their iconic photos of Haines without walking in mud or stumbling down the embankment to see the tide pools. There will now be a paved parking area and smooth trails leading to the beach. We also hope to catch people heading in from the ferry terminal who might otherwise just drive through town and be gone. If they stop to see the view and learn about Haines from the interpretive displays, some of them may want to stay and spend their time and money here.

There was much discussion at the planning commission meeting about the cost estimates that were given to us from the architects. We think they are high, and we think we can get more done for the money than the estimate indicates.

I hope you will approve the plan so the project can proceed.

Sincerely,
Rob Goldberg



Haines Borough
PLANNING COMMISSION
RECORD OF DECISION

DATE: April 17, 2014

TO: Borough Assembly

FROM: The Haines Planning Commission

PLANNING COMMISSION DECISION:

Motion: **Hedden** moves to “send to the Assembly approval of Picture Point Wayside Project, Phase 1, and not to go beyond the existing budget by listing items from most important to least important”. **Heinmiller** seconded it. The motion carried 5 approved and 1 opposed.

RATIONALE: Use existing \$300,090 from Federal Scenic Byway for Area 1 (Phase 1) surveying, paving, bridge over creek, and picnic tables. Do not spend money on pavilion, rest rooms or Area 2. Save costs by using existing wood and possible volunteer labor.

SUBMITTED BY _____ (signature)

Rob Goldberg
Planning Commission Chair



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-461

Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Contract with Southeast Road Builders for the Third Avenue Improvements Project	1. Resolution 14-05-560 2. Bid Results 3. Southeast Road Builders Bid 4. CIA Funding Agreement
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 5/8/14	

Full Title/Motion:
Motion: Adopt Resolution 14-05-560.

Administrative Recommendation:
This resolution is recommended by the Director of Public Facilities.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ 1,130,500	\$ 1,130,500	\$ 0

Comprehensive Plan Consistency Review:

Comp Plan Policy Nos.: Goal 4, Page 144	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

The Third Avenue Improvements project includes a base bid consisting of final grading, drainage and paving improvements between Main Street and the Haines Highway. Additive Alternate A includes similar improvements to the Haines Borough Administration Building parking lot. The Haines Borough recently issued a request for sealed bids from qualified, licensed contractors for the project. The Haines Borough obtained one sealed bid: 1) Southeast Road Builders with a base bid of \$956,465 and additive alternate bid of \$174,035, for a total of \$1,130,500. The engineer's estimate for all work was approximately \$1,200,000. The Director of Public Facilities has reviewed the bid and recommends award to Southeast Road Builders. The Borough will fund this portion of the project with a Designated Legislative Grant for Road Rehabilitation and Maintenance (Phase III) and funding from the Chilkoot Indian Association's Indian Reservation Roads Transportation Improvement Program.

Referral:

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

Assembly Action:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/13/14	Tabled to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a construction contract with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$1,130,500.

WHEREAS, the Third Avenue Improvements project includes a base bid consisting of final grading, drainage and paving improvements between Main Street and the Haines Highway; and

WHEREAS, Additive Alternate A includes similar improvements to the Haines Borough Administration Building parking lot; and

WHEREAS, the Haines Borough recently issued a request for sealed bids from qualified, licensed contractors for the project; and

WHEREAS, the Haines Borough obtained one sealed bid: 1) Southeast Road Builders with a base bid of \$956,465 and additive alternate bid of \$174,035, for a total of \$1,130,500; and

WHEREAS, the engineer's estimate for all work was approximately \$1,200,000; and

WHEREAS, the Director of Public Facilities has reviewed the bid and recommends award to Southeast Road Builders; and

WHEREAS, the Borough will fund this portion of the project with a Designated Legislative Grant for Road Rehabilitation and Maintenance (Phase III) and funding from the Chilkoot Indian Association's Indian Reservation Roads Transportation Improvement Program,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to execute a construction contract with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$1,130,500.

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

Stephanie Scott, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

Haines Borough
 Bid Opening Record

Location: Borough Admin. Building

Project No: 14-03-03

Project: Haines Borough Street Improvements - 3rd Avenue

Date/Time: 2:15 p.m. Tuesday, April 29, 2014

Bidder	Bid Rcvd by Deadline	Bid on Req. Form, Complete, & Signed	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>	<u>Additive Alternate A</u>
Southeast Road Builders	x	x	x	x	x	x	x	\$956,465	\$ 174,035.00
Modifications									
Total									\$1,130,500

Present:

Carlos Jimenez, Director of Public Facilities
 Ralph Borders, Public Works Superintendent
 Krista Kielsmeier, Deputy Clerk
 Roc Ahrens
 Brenda Josephson, Southeast Road Builders
 Sean Sjostedt, PND Engineers

SECTION 00300 - BID

BID TO: HAINES BOROUGH

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

HAINES BOROUGH STREET IMPROVEMENTS – 3RD AVENUE
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the “Notice Inviting Bids” and “Instructions to Bidders,” dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the “Notice Inviting Bids” unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the “Notice Inviting Bids” and the “Instructions to Bidders,” and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued
ONE	4/18/14		

Give number and date of each Addendum above. Failure to acknowledge receipt of all Addenda will cause the Bid to be non-responsive and shall cause its rejection.

SECTION 00300 - BID

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.

Dated:	<u>April 29, 2014</u>	Bidder:	<u>Southeast Road Builders, Inc.</u>
Contractor's License No.:	<u>23987</u>		(Company Name)
Telephone No.:	<u>(907) 766-2833</u>	By:	<u></u>
Facsimile No.:	<u>(907) 766-2832</u>	Printed Name:	<u>Roger Schnabel</u>
		Title:	<u>President</u>
		Address:	<u>HC 60 Box 4800</u>
			(Street or P.O. Box)
			<u>Haines, AK 99827</u>
			(City, State, Zip)

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:

- Signed Bid, Section 00300 (includes Addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)

10. Unless otherwise notified by the Borough Manager, the apparent low Bidder is required to complete and submit the following documents:

- Subcontractor Report, Section 00360

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, within ten days after the date stated in the “Notice of Intent to Award” letter, the following executed documents:

- Agreement Forms, Section 00500
- Performance Bond, Section 00610
- Payment Bond, Section 00620
- Certificates of Insurance, (CONTRACTOR and Subcontractors) Section 00700 and Section 00800
- One executed copy of each subcontract for WORK that exceeds one half of one percent of the intended contract award amount.

END OF SECTION

SECTION 00310 - BID SCHEDULE

BASE BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
201(3B)	Clearing and Grubbing	LS	ALL REQ'D	LUMP	SUM	7,500	00
201(6)	Selective Tree Removal	EA	30	98	50	2,955	00
202(1)	Removal of Structures and Obstructions	LS	ALL REQ'D	LUMP	SUM	1,000	00
202(2)	Removal of Pavement	SY	4,500	6	06	27,270	00
202(3)	Removal of Sidewalk	SY	160	35	00	5,600	00
202(4)	Removal of Culvert Pipe	LS	ALL REQ'D	LUMP	SUM	5,150	00
203(3)	Unclassified Excavation	CY	4,000	15	00	60,000	00
204(2)	Hauling and Disposal of Contaminated Soils	CYVM	80	65	00	5,200	00
301(1)	Aggregate Base Course, Grading D-1	TON	1,900	35	00	66,500	00
304(2)	Subbase, Grading A	CY	3,100	30	00	93,000	00
401(1)	Asphalt Concrete, Type II, Class B	TON	710	185	00	131,350	00
401(2)	Asphalt Cement, Grade PG 58-28	TON	43	1,400	00	60,200	00
603(1-18)	18-Inch CSP	LF	245	112	00	27,440	00
603(1-24)	24-Inch CSP	LF	945	80	00	75,600	00
604(4)	Adjust Existing Manhole	EA	4	775	00	3,100	00
604(8)	Storm Sewer Catch Basin, Type IV with Frame & Grate	EA	4	4,350	00	17,400	00
604(9)	Storm Sewer Catch Basin, Type V with Frame & Grate	EA	6	6,600	00	39,600	00
604(10)	Storm Sewer Catch Basin, Type V with Area Drain	EA	1	8,500	00	8,500	00
608(1B)	Concrete Sidewalk, 6 Inches Thick	SY	610	149	00	90,890	00
609(2-R)	Curb and Gutter, Type IV Rolled	LF	1,210	67	00	81,070	00
609(2-S)	Curb and Gutter, Type I Standard	LF	280	52	00	14,560	00
609(2-SA)	Curb and Gutter, Type IA Standard	LF	40	69	00	2,760	00

SECTION 00310 - BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
615(7)	Sign Removal and Relocation	LS	ALL REQ'D	LUMP	SUM	3,000	00
618(4)	Seeding	LS	ALL REQ'D	LUMP	SUM	2,750	00
627(3)	Install Valve Box	EA	1	1,000	00	1,000	00
627(8)	Water Service Connection	EA	1	4,300	00	4,300	00
627(10)	Adjustment of Valve Box or Cleanout	EA	4	530	00	2,120	00
627(11)	Fire Hydrant Replacement	EA	1	12,250	00	12,250	00
633(1)	Silt Fence	LF	700	5	00	3,500	00
640(1)	Mobilization and Demobilization	LS	ALL REQ'D	LUMP	SUM	70,600	00
641(1)	Erosion and Pollution Control Administration	LS	ALL REQ'D	LUMP	SUM	1,800	00
641(2)	Temporary Erosion and Pollution Control	LS	ALL REQ'D	LUMP	SUM	2,500	00
641(3)	Temporary Erosion and Pollution Control Amendments	CS	ALL REQ'D	LUMP	SUM	0	00
642(1)	Construction Surveying	LS	ALL REQ'D	LUMP	SUM	13,500	00
643(2)	Traffic Maintenance	LS	ALL REQ'D	LUMP	SUM	12,500	00

TOTAL BASE BID AMOUNT IN FIGURES: \$ 956,465.00

TOTAL BASE BID AMOUNT IN WORDS: Nine Hundred Fifty Six Thousand Four Hundred Sixty Five Dollars and No Cents

ADDITIVE ALTERNATE A BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
201(3B)	Clearing and Grubbing	LS	ALL REQ'D	LUMP	SUM	4,450	00
203(3)	Unclassified Excavation	CY	650	15	00	9,750	00
301(1)	Aggregate Base Course, Grading D-1	TON	320	35	00	11,200	00
304(2)	Subbase, Grading A	CY	410	33	00	13,530	00

SECTION 00310 - BID SCHEDULE

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
401(1)	Asphalt Concrete, Type II, Class B	TON	150	231	00	34,650	00
401(2)	Asphalt Cement, Grade PG 58-28	TON	9	1,400	00	12,600	00
501(9)	Class A Concrete Curb Wall	LS	ALL REQ'D	LUMP	SUM	17,750	00
603(1-18)	18-Inch CSP	LF	90	112	00	10,080	00
604(8)	Storm Sewer Catch Basin, Type IV with Frame & Grate	EA	1	4,350	00	4,350	00
605(6)	4-Inch Perforated CPP for Underdrain	LF	125	63	00	7,875	00
608(1B)	Concrete Sidewalk, 6 Inches Thick	SY	60	149	00	8,940	00
609(2-R)	Curb and Gutter, Type IV Rolled	LF	190	67	00	12,730	00
615(7)	Sign Removal and Relocation	LS	ALL REQ'D	LUMP	SUM	1,000	00
618(4)	Seeding	LS	ALL REQ'D	LUMP	SUM	1,000	00
627(10)	Adjustment of Valve Box or Cleanout	EA	1	530	00	530	00
633(1)	Silt Fence	LF	200	5	00	1,000	00
640(1)	Mobilization and Demobilization	LS	ALL REQ'D	LUMP	SUM	11,700	00
641(1)	Erosion and Pollution Control Administration	LS	ALL REQ'D	LUMP	SUM	1,000	00
641(2)	Temporary Erosion and Pollution Control	LS	ALL REQ'D	LUMP	SUM	1,000	00
641(3)	Temporary Erosion and Pollution Control Amendments	CS	ALL REQ'D	LUMP	SUM	0	00
642(1)	Construction Surveying	LS	ALL REQ'D	LUMP	SUM	3,400	00
643(2)	Traffic Maintenance	LS	ALL REQ'D	LUMP	SUM	500	00
670(13)	Parking Striping	LS	ALL REQ'D	LUMP	SUM	5,000	00

TOTAL ADDITIVE ALTERNATE A BID AMOUNT IN FIGURES: \$ 174,035.00

TOTAL ADDITIVE ALTERNATE A BID AMOUNT IN WORDS: One Hundred Seventy Four Thousand Thirty Five Dollars and No Cents

COMPANY NAME: Southeast Road Builders, Inc.

END OF SECTION



Chilkoot Indian Association



March 28, 2014

Carlos Jimenez
Haines Borough Public Facilities Director
P.O. Box 1209
Haines, AK 99827

Dear Carlos:

This letter is to inform you that the Chilkoot Indian Association is committing to participating with the Haines Borough's 3rd Avenue improvement project with funding from our Indian Reservation Roads Transportation Improvement Program. This commitment is for the 2014 and 2015 construction seasons. Approved drawings are titled "Haines Borough, Alaska Street Improvements - 3rd Avenue, dated 03/28/14.

The Chilkoot Indian Association Tribal Council has endorsed this project as part of its Long Range Transportation Program and Tribal Transportation Program top priority list. Project Specifications and Engineering are complete and approved. National Environmental Policy Act findings show no significant impacts. As such, it is eligible for Tribal Transportation Program funding.

Our contribution to the cost of these improvements is an amount not to exceed \$350,000.00. \$175,000.00 of that amount is for the 2014 FHWA fiscal year, available immediately, and \$175,000.00 is for the 2015 fiscal year.

The Chilkoot Indian Association Transportation Department recognizes that the entire community benefits from improving transportation for Tribal members. We appreciate the ability to be an integral part of local improvements, and we look forward to partnering with the Borough in future transportation projects.

Sincerely,

Scott Hansen
Tribal Transportation Coordinator



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-463

Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Contract with PND Engineers, Inc. for the Third Avenue Improvements Project	1. Resolution 14-05-561 2. PND Proposal
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 5/8/14	

Full Title/Motion:
Motion: Adopt Resolution 14-05-561.

Administrative Recommendation:
This resolution is recommended by the Director of Public Facilities.

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ 30,105	\$ 30,105	\$ 0

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.: Goal 4, Page 144	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
The Haines Borough Assembly on 2/25/14 confirmed the design of the Third Avenue Improvements project. PND Engineers, Inc. has provided a quote of \$30,105 for Third Avenue Improvements project limited contract administration and construction inspection services. The Haines Borough will provide full-time onsite inspection and materials testing services and PND will provide periodic services to assist administration of the contract. The PND proposal assumed 18 weeks of part-time administration and periodic onsite services. The Director of Public Facilities anticipates a shorter timeframe for the project. The Borough will fund this portion of the project with a Designated Legislative Grant for Road Rehabilitation and Maintenance (Phase III) and funding from the Chilkoot Indian Association's Indian Reservation Roads Transportation Improvement Program. As of the Borough's March 31 grant report for Phase III, there was \$1,013,976 remaining in grant funds.

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

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/13/14	Tabled to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with PND Engineers, Inc. for an amount not-to-exceed \$30,105 for Third Avenue Improvements project limited contract administration and construction inspection services.

WHEREAS, the Haines Borough Assembly on 2/25/14 confirmed the design of the Third Avenue Improvements project; and

WHEREAS, PND Engineers, Inc. has provided a quote of \$30,105 for Third Avenue Improvements project limited contract administration and construction inspection services; and

WHEREAS, the Haines Borough will provide full-time onsite inspection and materials testing services and PND will provide periodic services to assist administration of the contract; and

WHEREAS, the PND proposal assumed 18 weeks of part-time administration and periodic onsite services; and

WHEREAS, the Director of Public Facilities anticipates a shorter timeframe for the project; and

WHEREAS, the Borough will fund this portion of the project with a Designated Legislative Grant for Road Rehabilitation and Maintenance (Phase III) and funding from the Chilkoot Indian Association's Indian Reservation Roads Transportation Improvement Program,

NOW, THEREFORE BE IT RESOLVED, that the Haines Borough Assembly authorizes the Borough Manager to contract with PND Engineers, Inc. for an amount not-to-exceed \$30,105 for Third Avenue Improvements project limited contract administration and construction inspection services.

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

Stephanie Scott, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk



**AMENDMENT To
PROFESSIONAL SERVICES AGREEMENT
Between
HAINES BOROUGH
and
PND ENGINEERS, INC.
For Task Order
HAINES BOROUGH STREET IMPROVEMENTS – 3RD AVENUE
LIMITED SERVICES DURING CONSTRUCTION**

All provisions of the Basic Agreement not specifically changed by this Amendment remain in full force and effect. This Amendment makes the following changes:

Article II. The Work. Add the following to the end of this section: Provide limited contract administration and construction inspection services for the 3rd Avenue project in accordance with PND proposal dated April 25, 2014, attached. It is understood that the Haines Borough shall provide full time onsite inspection and materials testing services and that PND shall provide periodic services to assist administration of the contract.

Article III. Time of Commencement and Contract Term. PND has assumed 18 weeks of part-time administration and periodic onsite services under this proposal. Services under this amendment shall commence in accordance with Contractor progress schedule.

Article IV. Cost of the Work. Compensation for services under this Amendment shall be in accordance with PND proposal dated April 28, 2014. Services under this amendment shall be provided on a Time and Expenses basis using May 2013 Standard Billing rates, not to exceed a limit of \$30,105 without prior written authorization. All invoices shall be submitted to the Haines Borough under **PND Project Number 072071.08**. All third party and other reimbursable expenses shall include a 10% administrative fee.

IN WITNESS WHEREOF, the parties have executed this Amendment:

Approved for Haines Borough:

Approved for CONSULTANT:

By: _____
Title: David Sosa, Borough Manager


By: _____
Title: Dick Somerville, P.E., PND Vice President

Date: _____

Date: April 28, 2014



PND Engineers, Inc.
Professional Engineering Services Fee Proposal - April 28, 2014 (Rev. 1)
Haines Borough Third Avenue - Services During Construction (SDC)
PND Project No. 072071.08

Scope of Services

	PND Senior Engineer VII	PND Senior Engineer I	PND Staff Engineer V	PND Staff Engineer IV	PND Staff Engineer III	CAD Designer V	PND Land Surveyor I	PND Tech IV	Line Item Costs	Task Subtotal Costs
	\$180.00	\$110.00	\$105.00	\$100.00	\$95.00	\$95.00	\$95.00	\$95.00		
ANTICIPATED TASKS										
1. Contract administration - CA/CI file system, prepare and/or review contract correspondence, DCVR's, RFI's, pay applications & change orders. Assume 18 weeks part time.	10				72			18	\$10,350	
2. Attend Preconstruction Conference via Teleconference & Prepare Minutes	2				4				\$740	
3. Civil Submittal Reviews - water, storm drains, soil & aggregate, concrete, ACP	4				28			4	\$3,760	
4. Field design assistance for scope changes during construction, unanticipated site conditions & proposed substitutions	8				24	8			\$4,480	
5. Attend (3) each monthly progress meetings on site with HB & Contractor & prepare progress reports	8				24				\$3,720	
7. Substantial Completion Inspection & Prepare Final Punch List	4				4				\$1,100	
8. Final Completion Inspection					4				\$380	
9. Transfer contractor provided as-built data to electronic files	2				4	4			\$1,120	\$25,650
Total Estimated Manhours	38				164	12		22		
Estimated Third Party Expenses										
Lodging	Assume 6 days @ \$150/day								\$900	
Perdiem	Assume 10 days @ \$65/day								\$650	
Vehicle	To be provided by HB									
Travel	Airlines & ferry travel allowance								\$2,000	
Materials Testing	By Haines Borough or others.									
Misc. Expenses	Job consumables, fuel, freight, small tools, office supplies, etc.								\$500	
Admin. Fees	10% of Third Party Invoices								\$405	\$4,455
Total Estimated T&M Fee										\$30,105

Note: Time duration for inspection services are assumed at 18 weeks under this proposal by PND. The Haines Borough will be responsible for providing daily inspection services and all materials testing. All other service shall be provided on a T&M basis utilizing PND standard billing rates. Other personnel may utilized by PND to perform services on this project depending upon availability of staff and variable scheduling requirements around the Contractor at time of service.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-464
Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Contract with Roc Ahrens for the Third Avenue Improvements Project	1. Resolution 14-05-562 2. Chilkat Lake Roads Ahrens Contract (example)
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 5/8/14	

Full Title/Motion:
Motion: Adopt Resolution 14-05-562.

Administrative Recommendation:
This resolution is recommended by the Director of Public Facilities.

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ 37,800	\$ 37,800	\$ 0

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.: Goal 4, Page 144	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
The Assembly on 2/25/14 confirmed the design of the Third Avenue Improvements project. The Borough will provide full-time onsite inspection and materials testing services and PND Engineers, Inc. will provide periodic services to assist administration of the contract, upon assembly approval. The PND proposal assumed 18 weeks of part-time administration and periodic onsite services. The Director of Public Facilities recommends executing a professional services contract with Roc Ahrens for onsite inspection. Mr. Ahrens previously has performed onsite inspection for the Haines Borough, at the rate of \$35 per hour. A contract at \$35 per hour, for 60 hours a week, would total \$37,800, if the project runs for 18 weeks. The Director of Public Facilities anticipates a shorter timeframe for the project. The Borough will fund this portion of the project with a Designated Legislative Grant for Road Rehabilitation and Maintenance (Phase III) and funding from the Chilkoot Indian Association.

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

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/13/14	Tabled to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a professional services contract with Roc Ahrens for onsite inspection for the Third Avenue Improvements project for an amount not-to-exceed \$37,800.

WHEREAS, the Haines Borough Assembly on 2/25/14 confirmed the design of the Third Avenue Improvements project; and

WHEREAS, the Haines Borough will provide full-time onsite inspection and materials testing services and PND Engineers, Inc. will provide periodic services to assist administration of the contract, upon assembly approval; and

WHEREAS, the PND proposal assumed 18 weeks of part-time administration and periodic onsite services; and

WHEREAS, the Director of Public Facilities recommends executing a professional services contract with Roc Ahrens for onsite inspection for the Third Avenue Improvements project; and

WHEREAS, Mr. Ahrens previously has performed onsite inspection for the Haines Borough, at the rate of \$35 per hour; and

WHEREAS, a contract at \$35 per hour, for 60 hours a week, would total \$37,800, if the project runs for 18 weeks; and

WHEREAS, the Director of Public Facilities anticipates a shorter timeframe for the project; and

WHEREAS, the Borough will fund this portion of the project with a Designated Legislative Grant for Road Rehabilitation and Maintenance (Phase III) and funding from the Chilkoot Indian Association's Indian Reservation Roads Transportation Improvement Program,

NOW, THEREFORE BE IT RESOLVED, that the Haines Borough Assembly authorizes the Borough Manager to execute a professional services contract with Roc Ahrens for onsite inspection for the Third Avenue Improvements project for an amount not-to-exceed \$37,800.

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

Stephanie Scott, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

Haines Borough

Project Inspection Services

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made as of the **23rd** day of **July, 2013**

BETWEEN the Owner: **Haines Borough**

and the Contractor: **Roc Ahrens**

The Owner and the Contractor agree as set forth below.

Article I - Contract Documents

1.1 The Contract Documents consist of this Agreement, the accepted contractor proposal, and all modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. If anything in the Contract Documents is inconsistent with this Agreement, the Agreement shall govern.

Article II - The Work

2.1 The Contractor shall represent the borough's interests as an observer/inspector, as needed, for the following project:

- Chilkat Lake Roads

Article III - Time of Commencement and Schedule

3.1 The work to be performed under this Contract commenced July 15, 2013 with the Chilkat Lake Roads project, and the Contractor will work, as needed, each day that the project contractors are on the job. The Director of Public Facilities will communicate any schedule requirements or changes with the Contractor.

Article IV - Cost of the Work

4.1 The Owner agrees to pay the Contractor according to the Contractor's proposal amount of \$35.00 per hour, subject to any changes in the work that might increase or decrease the contract amount.

Article V - Changes in the Work

5.1 The Owner may make additions or changes to Article II – The Work. The Contractor shall be reimbursed for changes in the work on the basis of negotiations between the Owner and the Contractor.

Haines Borough

Project Inspection Services

Page 2 of 2

Article VIII - Payments to the Contractor

8.1 The Contractor may submit periodic payment requests for work performed during the contract period. The Borough shall review the Contractor's payment requests and, subject to that review, promptly recommend the amount for payment. Such amounts shall be payable by the Borough according to its regular accounts payable schedule. Final payment for the work shall be handled in the same manner.

Article IX - Termination of Contract

9.1 If the Owner terminates the contract, he shall reimburse the contractor for any unpaid cost of the work due him. The Owner shall further assume and become liable for obligations, commitments and unsettled claims that the contractor has previously undertaken or incurred in good faith in connection with the work. The contractor shall assign all interests or rights as the Owner may require for the purpose of vesting in the Owner the rights and benefits of the contractor under such obligations or commitments.

Article X - Miscellaneous Provisions

10.1 The Owner's representative under this agreement shall be the Borough Manager.

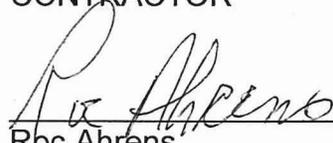
This Agreement entered into as of the day and year first written above.

OWNER



Mark Earnest, Borough Manager
Haines Borough

CONTRACTOR



Roc Ahrens

Attest:



Julie Cozzi, MMC, Borough Clerk





**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-462

Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Authorize Negotiation & Execution of a New Lease of Borough Property with Goat Lake Hydro Inc.	1. Ordinance 14-05-379 2. Proposed 2014 Lease to be Negotiated (drafted by the borough attorney) 3. Previous Lease
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 1/14/2013	

Full Title/Motion:
Motion: Introduce Ordinance 14-05-379 and schedule a first public hearing for 5/27/14.

Administrative Recommendation:

Fiscal Impact:	Expenditure Required	Amount Budgeted	Appropriation Required
	\$ none	\$	\$

Comprehensive Plan Consistency Review:	
Comp Plan Policy Nos.: Objective 15M(4), Page 330	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
The Comp Plan recommends the borough "support and protect energy production at existing hydro facilities including Lutak Hydro (AP&T)..." What the Comp Plan calls "Lutak Hydro" is actually Goat Lake Hydro's connection to Haines at Lutak. This hydro facility was originally owned by Southern Energy, and a 20-yr lease was entered into with the City of Haines in 1988. In 2002, the lease was assigned to Goat Lake Hydro. That lease contained a provision for lease extension for two additional 20-yr terms. In 2009, AP&T officially requested a lease renewal. That request triggered a lengthy period of appraisals, surveys, lease drafts, etc. The borough attorney recommends a new lease as opposed to renewing the original one. This ordinance requests assembly authorization for the manager to negotiate and execute a new lease with Goat Lake Hydro at Lutak. AP&T has continued to pay a holding-over lease payment as stipulated in the original lease.

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

Assembly Action:
Workshop Date(s): _____ Public Hearing Date(s): _____
Meeting Date(s): 5/13/14 Tabled to Date: _____

AN ORDINANCE OF THE HAINES BOROUGH AUTHORIZING THE BOROUGH MANAGER TO NEGOTIATE AND EXECUTE A NEW LEASE WITH GOAT LAKE HYDRO, INC., A SUBSIDIARY OF ALASKA POWER & TELEPHONE, FOR THE SPECIFIED PARCEL OF BOROUGH PROPERTY FOR THE GOAT LAKE HYDRO PLANT AT LUTAK.

WHEREAS, Goat Lake Hydro, Inc., as subsidiary of Alaska Power & Telephone has asked to continue to lease borough property described as Parcel A – a parcel within Lot 4, Section 10, T30S, R59E, CRM, Haines Recording District (totaling 5,237.5 square feet), and all easement appurtenants thereto; and

WHEREAS, this new lease (“the Lease”) will replace the original 20-year lease, which commenced May 5, 1988 and ended at midnight on May 4, 2008; and

WHEREAS, Section 16.5 of the original lease provided for holding over Goat Lake Hydro, Inc.’s possession of the premises on a month-to-month tenancy until the execution of a subsequent or amended lease agreement; and

WHEREAS, Goat Lake Hydro, Inc. has continued to maintain possession of the premises and has continued to pay the original rent payment plus 18% as required by Section 16.5 of the original lease (see Item 3 of this agreement); and

WHEREAS, the holding over annual total of \$656.08 has been paid for each year of the following period: May 5, 2008 through May 4, 2015, and any increase in the annual rental amount for the current lease year ending May 4, 2015 would be prorated from the date of execution of the new lease and remitted by Goat Lake Hydro, Inc.; and

WHEREAS, the lease premises were professionally appraised in April 2010 and again in August 2011, and the borough’s assistant assessor also assessed the property value within the past six months, all three with differing values; and

WHEREAS, Haines Borough Code (“HBC”) 14.16.090 provides that, “[no land shall be leased for an annual rent less than \$500.00 or 10 percent of the appraised value of the land and any improvements thereon owned by the borough, whichever is more]; and

WHEREAS, Goat Lake Hydro, Inc. has requested an opportunity to negotiate the lease amount because of the dissimilar appraisals; and

WHEREAS, HBC 14.16.160 provides that upon authorization by the assembly by noncode ordinance, the manager may commence negotiations for the lease of borough land, and the final terms of a negotiated lease are subject to approval by the assembly unless the minimum essential terms and the authority of the manager to execute the lease are set forth in the ordinance authorizing negotiations; and

WHEREAS, the borough attorney drafted a replacement lease for consideration by both parties containing the essential terms outlined in HBC 14.16.180, and the negotiations would be for the purpose of determining the value of the lease premises; and

WHEREAS, HBC 14.16.080 states that a lease of borough land may be issued for not more than 35 years, and the borough manager recommends a new 25-year lease as being in the best interest of the borough; and

WHEREAS, the borough Comprehensive Plan, Objective 15M(4) recommends the borough "*support and protect energy production at existing hydro facilities including Lutak Hydro (AP&T)*,"

NOW THEREFORE BE IT ENACTED, by the Haines Borough Assembly, that it is hereby determined to be for a public purpose and in the public interest of the Haines Borough to authorize the borough manager to negotiate and execute a new lease with Goat Lake Hydro, Inc., a subsidiary of Alaska Power & Telephone, for the specified parcel of borough property for the Goat Lake Hydro plant at Lutak under the conditions of the attached lease agreement, and for a period of 25 years.

Section 1. Classification. This ordinance is a non-code ordinance.

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.

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: 05/13/14
Date of First Public Hearing: ___/___/___
Date of Second Public Hearing: ___/___/___

LEASE AGREEMENT
GOAT LAKE HYDRO, INC.
AND
HAINES BOROUGH

THIS AGREEMENT is entered into between **GOAT LAKE HYDRO, INC.** (a subsidiary of Alaska Power & Telephone) as grantee ("Grantee"), and **HAINES BOROUGH** as grantor ("Grantor"). Grantor and Grantee are sometimes collectively referred to as "Parties."

RECITALS:

THIS AGREEMENT is a new lease ("the Lease") and replaces the original 20-year lease, which commenced May 5, 1988 and ended at midnight on May 4, 2008.

WHEREAS, Section 16.5 of the original lease provided for holding over the Grantee's possession of the premises on a month-to-month tenancy until the execution of a subsequent or amended lease agreement; and

WHEREAS, Grantee has continued to maintain possession of the premises and has continued to pay the original rent payment plus 18% as required by Section 16.5 of the original lease (see Item 3 of this agreement); and

WHEREAS, the holding over annual total of \$656.08 was paid for each year of the following period: May 5, 2008 through May 4, 2014; and

WHEREAS, an advance holding over payment of \$656.08 will be paid for the current year through May 4, 2015, and any additional prorated amount shall be due and payable upon execution of a new lease; and

WHEREAS, Section 14.16.080 of the Haines Borough Code ("HBC") states that a lease of Borough land may be issued for not more than 35 years; and

WHEREAS, Grantee has asked to continue to lease the premises, and the borough Comprehensive Plan, Objective 15M(4) recommends the borough "*support and protect energy production at existing hydro facilities including Lutak Hydro (AP&T)*"; and

WHEREAS, the property was professionally appraised in April 2010 and again in August 2011, and the borough's former staff assessor and current assistant assessor have both reviewed the property values; and

WHEREAS, the value is determined to be \$_____ per square foot for 5,237.5 square foot for a total of \$_____, and HBC 14.16.090 provides that, "[no land shall be leased for an annual rent less than \$500.00 or 10 percent of the appraised value of the land and any improvements thereon owned by the borough, whichever is more],

NOW, THEREFORE, for good, valuable and sufficient consideration received and to be received, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PREMISES.** Grantor hereby grants to the Grantee and Grantee hereby accepts from Grantor, the right to exclusive use of the premises described, as follows, in Haines, Alaska:

Parcel A - a parcel within Lot 4, Section 10, T30S, R59E, CRM, Haines Recording District, more particularly described as:

Commencing at a point, which the Southwest corner of said Lot 4 bears 58° 23' 42" W, 152.34 feet; thence N 19° 32' 50" E, 82.48 feet to the Southerly Right of Way of Lutak Road; thence along Right of Way S 70° 27' 10" E, 29.44 feet; thence along a curve to the Right with a radius of 691.20 feet, through an arc length of 30.85 feet, with a delta of 2° 33' 27", and a chord of 30.85 feet, (S 62° 33' 51" E); thence S 19° 32' 50" W, 90.03 feet; thence N 59° 20' 39" W, 61.15 feet; to the point of beginning, records of the Haines Recording District, First Judicial District, state of Alaska

containing approximately five-thousand, nine-hundred and eighty six (5,237.5) square feet ("Leased Premises") and a non-exclusive right to use all rights-of-way and easements appurtenant thereto and in particular a non-exclusive right to use the following easements and rights-of-way:

A. An easement twenty feet (20') in width and approximately five-hundred and sixty-five feet in length centered on the existing waterline for the placement, operation and maintenance of a water line across Lot 4, and the SW1/2, NW1/4, SW1/4, of Sec. 10, T30S, R59 E., Haines Recording District, First Judicial District State of Alaska ("Waterline Easement").

B. An easement twenty feet (20') in width and approximately twenty-five feet in length centered on the existing outfall line for the placement, operation and maintenance of an outfall line across ATS 1194 ("Outfall Easement").

C. An access easement twenty feet in width and totaling approximately nine hundred square feet along an existing roadway adjacent to the Leased Premises ("Access Right-of-Way").

All as depicted on the drawing attached hereto and labeled Exhibit A.

The Grantor reserves an easement for light, air, and view for its property adjoining the leased premises.

2. **TERM.** This lease shall be for a period of 25 (25) years, commencing on _____, 2014, ("Commencement Date") and ending at midnight on _____, 2039 unless otherwise terminated earlier pursuant to the provisions of Section 5 of this Agreement. The term of this lease may be extended by mutual consent for two (2) additional terms of five (5) years as long as Grantee is not in default of the lease terms and provided the rental amount for the extended term is fixed in compliance with HBC 14.16.080.

3. **RENT.**

A. **Initial Lump Sum Payment.** At the time this Agreement is signed Grantee shall make a lump sum payment of \$_____ to reimburse Grantor for appraisal costs and

administrative costs.

B. Annual Rental Payment. Rent shall be due and payable in advance on May 5th of each year, in the amount of \$_____ per year, beginning upon execution of this lease.

C. Rent Adjustment. Per HBC 14.16.180(B), the annual rental payable pursuant to this lease shall be subject to adjustment by the assembly effective the fifth anniversary of the commencement date of this lease in an amount equal to 10 percent of the fair market value of the land and improvements owned by the borough and leased hereunder. Such value shall be determined by an appraisal made by the assessor or land manager or a certified appraiser hired by the borough and reviewed by the assembly, whose decision is final. The new rental amount shall be effective at the beginning of the five-year interval to which it applies.

4. **ALLOWED USES.**

A. Leased Premises, Waterline and Outfall Easements. Grantee may use the premises solely for hydroelectric generation, waterline, and related uses. Grantee shall have the authority to post the leased premises restricting public access to assure protection. All deposits of stone, earth, gravel, oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils valuable for extraction or utilization are reserved by the Grantor and shall not be removed from the land by the Grantee. Grantee shall not sell or remove for use elsewhere any of the surface resources of the leased premises, for example, timber, stone, sand, gravel, peat moss, topsoil or any other material valuable for building or commercial purposes; provided, however, that material required for development or maintenance of the leasehold may be used if its use is first approved by the Borough Assembly.

B. Access Easement. The Grantee is authorized to use the access easement for ingress, egress, installation, and maintenance of the hydroelectric generation facility, waterline, and related equipment. The rights of access granted in this Agreement shall remain in effect for the initial term and any renewal terms of this lease.

5. **IMPROVEMENTS.**

5.1 Improvements.

A. Grantee shall, throughout the term of this Lease, at its own cost, and without any expense to Grantor, keep and maintain the premises, including all Grantee's improvements of any kind which may be or become a part thereof, in good, neat, clean, safe and sanitary order, condition, including replacements of any kind, nature or description whatsoever, to the demised premises or to any improvements thereon.

B. Such improvements shall be subject to any building, zoning or similar code requirements or restrictions, and to other laws, regulations or permit requirements as may be imposed by any governmental agency.

5.2. Damage to and Destruction of Improvements.

The damage, destruction or partial destruction of any improvement on the demised premises shall not release Grantee from any obligation hereunder, except as

hereinafter expressly provided. In the event the improvements on the demised premises are destroyed to such an extent as to be rendered untenable by fire, storm, earthquake or other casualty for which Grantee is not responsible hereunder, Grantee may elect to terminate this lease by providing Grantor with a written notice within thirty (30) days of the destruction of the improvements. Should Grantee elect to so terminate this lease, such termination shall be effective thirty (30) days after such notice.

5.3. Removal or Reversal of Improvements Upon Termination. Improvements and/or personal property located on the demised premises and owned by Grantee shall, within sixty (60) calendar days after termination of this lease, be removed by Grantee; provided, that the Assembly may extend the time for removing improvements in cases where hardship is proven. All periods of time granted to remove improvements and/or personal property are subject to Grantee's payment to the Grantor of pro rata lease rentals for said periods. If any improvements and/or personal property are not removed within the time allowed, such improvements and/or personal property shall revert to, and absolute title shall vest in, the Grantor. At Grantor's option, Grantor may cause removal of Grantee's improvements and Grantee shall reimburse Grantor for actual costs associated herewith.

5.4. Repair of Premises. Upon removal of any improvements and/or personal property from the demised premises upon termination of this lease, Grantee shall, at its own expense, repair any damage or injury to the premises or to Grantor's adjacent property resulting from such removal.

5.5. Grantee's Duty to Keep Premises Free of Liens. Grantee shall keep the demised premises and every part thereof, and all improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens arising out of or in connection with work or labor done, services performed, or repairs or additions which Grantee may make or permit or cause to be made, or any work or construction, by, for or permitted by Grantee on or about the premises, or any obligations of any kind incurred by Grantee, and Grantee agrees, at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based. By this provision the parties do not in any way recognize or acknowledge the authority or right of any person to impose any such lien.

6. TERMINATION AND HOLDING OVER.

6.1. Either party may terminate this Agreement for cause, where the other party fails in any material way to perform its obligation under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the written notice.

6.2. Holding Over. Upon failure of the Grantee to surrender possession of the demised premises upon the termination of this lease, the Grantee's possession of the demised premises shall continue on a month-to-month tenancy at the yearly rental rate charged in the last year of the last term of the agreement, on a monthly pro-rata basis, plus eighteen percent (18%) of such monthly amount, for each month that the Grantee retains possession of the demised premises after termination and prior to execution of a subsequent or amended lease agreement. The Grantee shall acquire no additional rights to, or interest in the demised premises by holding over after termination of this lease, and shall be subject to legal action by the Grantor to require the surrender of the demised premises. All terms of this agreement shall apply during the hold-over period. The receipt by Grantor of any rent or any other sum

of money after the termination in any manner of the term demised, or after the giving by Grantor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the resultant term herein demised, or destroy or in any manner impair the efficacy of any such notice or termination as may have been given hereunder by Grantor to Grantee prior to receipt of any such money or other consideration, unless so agreed to in writing and signed by the Grantor.

7. **SURVEY.** A survey and plat of the Leased Premises, Waterline Easement, Access Right-of-Way and Outfall Easement are attached hereto as Exhibit A. It shall be conclusive as to the location of the Leased Premises, Waterline Easement, Access Right-of-Way and Outfall Easement. If the Grantee requests a change to the premises during the course of the lease period, Grantee shall pay the cost of said survey and platting, and it shall be billed to Grantee as additional rent. Any changes to the Leased Premises or the easements change in size as a result of said survey, rent shall be adjusted pro rata.

8. **LIABILITY.** Grantee shall indemnify, defend and hold harmless Grantor, its agents, parent, affiliates, subsidiaries, officers, directors and employees from and against:

(a) any and all liability for loss, damage, expenses, claims or fees which arise out of, or are related to, any act or omission by Grantee; and

(b) any and all liability (including voluntary response costs, penalties, fines and attorney's fees) arising from the presence of hazardous materials upon, about or beneath the premises or any of the easement and access areas used by Grantee under this Agreement or migrating to or from the premises or beneath the premises or any of the easement and access areas used by Grantee under this Agreement arising in any manner whatsoever out of the activities of Grantor, whether or not Grantor has been negligent. This obligation shall include, but not be limited to, the expense of defending all third-party claims, suits or administrative proceedings, even if such claims, suits and proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against Grantee.

(c) As used in this Section 7 and in this Agreement; the following terms have the following meanings:

(i) "Hazardous Substance" means one or more of (A) any hazardous or toxic substance, material or waste, including but not limited to (1) those substances, materials and waste listed in the U.S. Department of Transportation Hazardous Materials Table at 49 C.F.R. § 172.101, (2) those substances listed by the U.S. Environmental Protection Agency as hazardous substances at 40 C.F.R. Part 302, or (3) those substances listed by the State of Alaska as hazardous substances at AS 46.03.826(5), (B) amendments to those collective provisions of (A) above of state and federal law, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law, or (C) Petroleum Products.

(ii) "Petroleum Products" means crude oil, petroleum, diesel fuel, marine fuel, heating oil, gasoline, kerosene, aviation fuel, jet fuel, motor oil, lubricants, hydraulic fluids and other petroleum-based substances, by-products, additives and derivatives.

9. **INSURANCE.** Grantee shall, at its own expense, maintain and keep in force

during the term of this Agreement, adequate insurance with an insurance company registered to do business in Alaska, to protect themselves, their agents, and Grantor against comprehensive public liability, property damage, and pollution liability. This insurance shall have a combined single limit coverage for bodily injury, including death, and property damage in the amount of at least one million dollars (\$1,000,000.00) per occurrence. Grantee shall also insure itself and its property from loss from any cause and shall secure business interruption expense, if available. All such insurance shall name Grantor as an additional insured party, contain a waiver of subrogation endorsement, as required by Section 10 of this Agreement, and provide that the other party shall be notified at least thirty (30) days prior to any termination, cancellation or material change that adversely affects Grantor in such insurance coverage. Grantee shall provide Grantor certificates of insurance coverage required by this Agreement with thirty (30) days of signing this Agreement. The failure of the Grantee to maintain this insurance coverage in full shall constitute a material breach of the Agreement. The failure of the Grantee to name the Grantor as an additional insured shall constitute a material breach of the Agreement.

10. **WAIVER OF SUBROGATION.** Grantee shall cause each insurance policy obtained by it to provide that the insurance carrier waives all right of recovery by way of subrogation against Grantor and Grantor's insurance.

11. **HAZARDOUS MATERIALS.** Grantee shall indemnify Grantor and protect Grantor's lands from damage or pollution caused by any spill or any release of hazardous materials onto Grantor's lands during the use, transport, or storage of such petroleum products, batteries, anti-freeze or chemicals as Grantee may utilize in the construction, maintenance, or eventual dismantling of the site, whether such a spill or release be sudden and accidental or gradual and imperceptible. Grantee shall be liable for the costs of any remediation activity at the site required by State and Federal regulations.

12. **TAXES AND ASSESSMENTS.** Grantee shall be liable for payment of any tariffs or similar fees, real and personal property taxes or assessments that may be levied on the land or on Grantee's fixtures, improvements, equipment or other Grantee property on the premise, additional costs or other levies imposed by the Haines Borough on all similar uses. Such additional fees are subject to change from time to time according to the borough ordinances then in effect, and nothing contained herein shall be construed as creating a contract right in favor of Grantee as to any such tax or fee, other than rental as specified herein. Grantee shall strictly comply with all sales tax provisions of the Haines Borough pertaining to sales of electricity made by Grantee or purchases made by Grantee on which a Borough sales tax is levied.

13. **ASSIGNMENT OR SUBLETTING.** Grantee may not assign this Agreement or sublet any interest in the premises without the prior written consent of the borough assembly. In the event of an approved request for assignment, or proposal to sublet a portion or all of the premises, Grantee and Grantor will negotiate a new rent fee schedule to reflect the value of the revised circumstances.

An approved assignment shall be subject to all of the terms and conditions of the lease and the assignor shall not be relieved of the assignor's obligations as Grantee thereunder.

An approved sublease shall be in writing and be subject to the terms and conditions of the original lease and such further terms and conditions as the borough assembly may deem appropriate.

A copy of the sublease shall be filed with the borough clerk's office. If the Grantee assigns or sublets the premises, or attempts to assign or sublet the premises, without the consent of the Grantor, shall make the Lease immediately voidable, at the sole option and discretion of the Grantor. The prohibition on assignment and subletting of the premises includes any assignment or sublease, or attempted assignment or sublease, to any company or entity affiliated with, or a subsidiary of, Alaska Power & Telephone Company.

14. **COMPLIANCE WITH LAW.** Grantee shall comply with and abide by all federal, state, municipal and other governmental statutes, laws, ordinances, rules and regulations of general applicability affecting the demised premises, the improvements thereon, or any activity or condition on such premises.

15. **LESSOR RIGHT OF ENTRY.** Grantee shall permit Grantor, its agents, employees and other representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the land and improvements thereon.

16. **EVENTS UPON TERMINATION.** Upon removal of Grantee's improvements, Grantee shall return the lease area to as near the original condition as is practicable. Such restoration must be completed to the satisfaction of Haines Borough. In the event that there has been a high likelihood of a spill or release of hazardous materials onto Grantor's lands, as determined by the Grantor in its discretion, Grantee will provide a Phase I environmental assessment covering affected lands upon the completion of clean-up and/or restoration.

17. **DEFAULT.** In the event that either party shall consider the other responsible for a breach of this Agreement, the complaining party agrees to give the other written notice by certified mail of the default or breach complained of, and the other party shall have thirty (30) days after receipt of such notice, unless circumstances beyond the other party's control prevent such correction within this period, within which to correct any default or breach of the Agreement. Failing such correction, this Agreement may be terminated by the complaining party. Termination of this Agreement for default does not relieve Grantee from its' obligation to pay any lease payments due prior to the notice of default or to restore the site as specified in Section 16 of this Agreement.

18. **NOTICES.** Any notice by Grantee to Grantor will be served at Haines Borough Offices, and any notice by Grantor to Grantee will be served on Alaska Power & Telephone Company, P.O. Box 3222, Port Townsend, WA 98368, to the attention of Robert Grimm.

19. **MISCELLANEOUS.**

A. **Heirs & Successors.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. Nothing in this Agreement is intended to benefit any third party not a signatory hereto.

B. **Enforcement of Terms.** If any action shall be brought to recover any payment due under this lease, or on account of any breach of this lease, or to recover possession of the leased premises, the prevailing party shall be entitled to recover its attorney's fees and all costs and expenses reasonably incurred by it in connection with such action.

C. **Preparation and Execution.** Grantee shall reimburse the City for its actual attorneys' fees incurred in negotiation and preparation of this lease. City shall invoice Grantee for such fees, and Grantee shall pay the same in full within ten (10) days of receipt

of such invoice.

D. **Recording of Lease.** Grantor shall record at Grantee's expense a memorandum of this lease as soon as possible after its execution by both parties. Directly after recording the memorandum, Grantor shall provide Grantee with a copy stamped by the Recorder's Office showing the date and time of recording.

20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Alaska. Any agent or other person executing this Agreement on behalf of a party represents and warrants to the other party that he or she has full power and authority to execute this Agreement on the party's behalf. Venue for any legal action shall be in the state of Alaska District Court at Juneau, Alaska. Grantor and Grantee agree that any trial in any action filed related to this Agreement shall be held in Haines, Alaska.

21. **WAIVER.** Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by the party. No delay or omission on the part of either party in exercising any right shall operate as a waiver of such right or any other right. A waiver by either party of a provision of this Agreement shall not prejudice the party's rights to demand strict compliance with that provision in the future. Whenever consent by one party is required in this Agreement, the granting of such consent in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

22. **MODIFICATION.** This Agreement may not be modified, except in writing signed by both parties. Grantee acknowledges and understands that no employee, representative, or individual assembly member has any authority to modify this Agreement, or make any representations as to modifying the Agreement, and that only the Assembly as a body has the authority to approve a written modification of the Agreement.

23. **INTEGRATION.** This Agreement contains the entire Agreement between the parties and supersedes all previous negotiations, commitments and communications. It shall continue in effect for so long as either party owes any duty or obligation to the other. This Agreement will not be construed against the party which prepared it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

GRANTOR: HAINES BOROUGH

GRANTEE: GOAT LAKE HYDRO, INC.
(A subsidiary of Alaska Power & Telephone)

By: _____
David B. Sosa
Borough Manager

By: _____
Greg Mickelson
Vice President of Power Operations

Date: _____

Date: _____

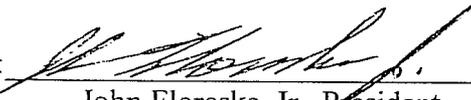
**AFTER RECORDING IN THE HAINES
RECORDING DISTRICT, RETURN TO:**

John A. Reed, Esq.
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, WA 98101

ASSIGNMENT OF LEASE

For value received, Southern Energy, Inc., whose mailing address is: P.O. Box 489, Haines, AK 99827, lessee under that certain lease between the City of Haines as Lessor and Southern Energy, Inc., as Lessee, a memorandum of which was recorded on February 8, 2002 as Document Serial No. 2002-000075-0, records of the Haines Recording District, First Judicial District, State of Alaska, does hereby assign, for good and valuable consideration, and subject to all rents, covenants, and conditions, all of Southern Energy, Inc.'s right, title and interest, in the lease to: Goat Lake Hydro, Inc., whose mailing address is: P.O. Box 3222, Port Townsend, WA 98368 and successors and assigns, for the unexpired term of the above lease commencing on the date this assignment is executed by Southern Energy, Inc. and Goat Lake Hydro, Inc.

Assignor: Southern Energy, Inc.

By: 
John Floreske, Jr., President

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 2nd day of April, 2002, before me appeared John Floreske, Jr., known to me to be the president of the corporation

March 25, 2002

Stan Selmer
A.P.T. Alaska
P.O. Box 459
Skagway, AK 99840

Re: Assignment of Lease - City/Southern Energy/Goat Lake Hydro

Dear Mr. Selmer:

At their February 6, 2002 regular City Council meeting, the Council approved the assignment of a lease of City uplands held by John Floreske/Southern Energy to Alaska Power and Telephone (A.P. & T.).

This is to verify that the City of Haines recognizes that A.P. & T. is the owner of Goat Lake Hydro, the actual party receiving the assignment of the lease in question.

Sincerely,

Susan V. Johnston, CMC
City Clerk
CITY OF HAINES

COPY

LAND LEASE AGREEMENT

between

CITY OF HAINES, ALASKA - LESSOR

and

SOUTHERN ENERGY, INC. - LESSEE

Effective Date: May 5, 1988

LAND LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of May, 1988, between the City of Haines, a municipal corporation organized and existing under the laws of the State of Alaska, whose mailing address is P. O. Box 1049, Haines, Alaska 99827, hereinafter referred to as the "Lessor" or "City" and Southern Energy, Inc. (SEI), whose mailing address is P. O. Box 34117, Juneau, Alaska 99803, hereinafter referred to as the "Lessee".

RECITALS

WHEREAS, that property (hereinafter "demised property") described in Exhibit A attached hereto is owned by the City of Haines, Alaska; and

WHEREAS, the demised premises has been classified as available for lease; and

WHEREAS, the intended use of the demised premises by the Lessee meets the intended land use, and the Lessee has complied with all permit requirements, consents or non-objections required by any governmental agency with jurisdiction over the premises; and

WHEREAS, the demised premises has been appraised within six (6) months prior to the date fixed for the beginning of the term of this lease pursuant to Haines Municipal Code Sec. 14.40.090; and

WHEREAS, the demised premises has been nominated for lease by an application of Lessee demonstrating;

- (1) the proposed use of the nominated parcel is a beneficial use in terms of highest and best use; and
- (2) it is in the City's interests to lease the nominated parcel; and

WHEREAS, the City Council finds that the use to which the demised premises is to be put is compatible with current use classification and that the terms hereof have been negotiated with the Lessee hereunder and are agreeable to the City Council; and

WHEREAS, pursuant to Sec. 14.40.010 et seq. of the City Code, the lease of land described herein has been offered to the public on a competitive basis, public comment has been received, and all other applicable requirements of Chapter 14.40 have been met; and

WHEREAS, this lease contains such restrictions and reservations as are necessary to protect the public interest; and

WHEREAS, the parties intend that all liability related to or resulting from the location, placement or operation of Lessee's business on the demised premises shall be borne by Lessee, and that the consideration for this lease does not include any amount for assumption of any liability by the Lessor; and

WHEREAS, the Lessee desires to lease the demised premises for the purpose of operating a hydroelectrical generation plant and the Lessor desires to so lease said parcel;

NOW THEREFORE, in consideration of the mutual covenants

and conditions herein contained, the parties agree as follows:

ARTICLE I - Demise and Description of Premises

Section 1.1: Demise and Description. The Lessor hereby leases to the Lessee those premises designated as "Parcel A", herein called the "demised premises", described as follows:

A parcel within Lot 4, Section 10, T30S, R59E, CRM, more particularly described: Commencing at Corner 1, Alaska Tidelands Survey No. 1194, Thence S0°13'20"E, 93.92 feet to the Southerly Right of Way of Lutak Road, Thence along said Right of Way S70°27'10"E, 56.82 feet to the point of beginning, Thence S19°32'50"W, 100.00 feet; Thence S70°27'10"E, 60.00 feet; Thence N19°32'50"E, 99.30 feet, to the Southerly Right of Way of Lutak Road; Thence along said Right of Way, a curve to the left with a radius of 691.20 feet, a Delta of 2°35'12", and a length of 31.20 feet, (Chord = 31.20, N69°09'30"W; Thence along said Right of Way N70°27'10"W, 28.80 feet to the point of beginning. Containing 5,985.7 square feet.

Together with an all easements as shown on attached survey from the demised premises to the upland diversion dam, and the outfall to Lutak Inlet.

Attached sketch plat herein made a part of hereto.

ARTICLE II - Term of Lease

Section 2.1: Term. The term of this lease shall extend for a period of 20 years, commencing on May 5, 1988, and ending at midnight on May 4, 2008, unless otherwise terminated pursuant hereto or extended by mutual agreement of the parties, consistent with applicable City Code provisions. The term of this lease may be extended by mutual consent for two additional terms of 20 years each as long as Lessee is not in default of the lease terms.

Section 2.2: Reversion If Use Discontinued. If the demised premises ceases to be used for the purposes set forth in Section 4.1 hereof, said premises shall revert to Lessor upon demand and this Lease shall terminate.

ARTICLE III - Rent

Section 3.1: Rent. Lessee shall pay to Lessor rent for the demised premises at the rate of Five Hundred Fifty-six dollars (\$556.00) per annum. Said amount paid annually. The first annual rent payment shall be due upon execution of this lease and annually thereafter on the anniversary date of this agreement.

Section 3.2: Appraisal for Determination of Rent. The City shall cause the demised premises and any improvements thereon owned by the City to be appraised at their fair market value by the City and Borough Assessor, pursuant to Sec. 14.40.090. Said appraisal shall determine the value of the demised premises and the improvements thereon owned by the City.

Section 3.3: Rental Rate for Renewal Terms of Lease. The annual rental rate payable pursuant to this lease shall be subject to adjustment, in accordance with this section, upon the expiration of the intital five-year term of this lease. For the purposes of this lease, the fifth-year anniversary adjustments to be made at the expiration of the first five years of the lease shall be based on changes in the fair market value of the demised premises and any improvements thereon owned by the City. All adjusted rates shall be negotiated and approved by the ~~City Council~~.

Borough Assembly

Section 3.4: Other Fees. The rent to be paid as provided herein does not include such additional costs, taxes, (property, sales tax) tariffs or similar fees or levies, of general

applicability, imposed by the City on all similar uses. Such additional fees are subject to change from time to time according to the City ordinances then in effect, and nothing contained herein shall be construed as creating a contract right in favor of Lessee as to any such fee, other than rental as specified herein.

ARTICLE IV - Use of Premises

Section 4.1: Use of Premises. The demised premises are to be used solely for hydroelectrical generation, waterline and related uses. The Lessee is authorized to use the property on which the easement is graveled for ingress, egress, installation and maintenance of the hydroelectrical generation facility, waterline and related equipment.

Section 4.2: Compliance with Law. Lessee shall comply with and abide by all federal, state, municipal and other governmental statutes, laws, ordinances, rules and regulations of general applicability affecting the demised premises, the improvements thereon or any activity or condition on such premises. Lessee shall defend, indemnify and hold the City harmless from and against any claim or liability resulting from Lessee's non-compliance with this Article IV, as more particularly set forth in Section 9.1, hereof.

Section 4.3: Uses Prohibited. This lease grants to the Lessee only the surface use of the demised premises. Lessee shall not use, or permit the demised premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the demised premises are hereby leased; and no use shall be made or permitted to be made of the demised premises, or acts done, which may be

considered hazardous on account of fire or otherwise. Any use not authorized by this lease shall constitute a trespass against the Lessor and a material breach in the provisions of this lease.

Section 4.4: Special Conditions.

(a) Lessee shall not store nor permit the storage of oil drums or similar or other unsightly or unsafe items or materials on or about the premises in locations where they are visible or accessible to the public or passersby.

(b) Lessee shall at all times maintain adequate security on and about the demised premises so as to prevent unauthorized entry and potential hazardous conditions associated therewith.

(c) Lessee shall, upon execution hereof, place with Lessor a security deposit in the amount of \$1,500 as security for the removal and restoration of the demised premises at the conclusion of this lease, pursuant to Sections 5.3 and 5.4 hereof. Lessor shall place such security deposit in a separate interest-bearing account or certificate of deposit. Both principal and accrued interest shall be available for security purposes, and both principal and interest shall be returned to Lessee upon satisfactory performance by Lessee of its obligations hereunder.

(d) Lessee shall complete not less than 50% of intended improvements to the demised premises within one year of the finalization of necessary permits.

(e) Failure of the City to demand strict compliance by Lessee with any of the special conditions listed herein,

or with any other provision of this lease, shall not constitute a waiver thereof unless such non-compliance is expressly consented to in writing by authority of the City Council; further, any failure by the City to enforce such conditions, shall not result in any liability by the City, nor relieve Lessee from its obligation to indemnify, defend and hold the City harmless pursuant to Sec. 9.1.

Section 4.5: Environmental and Water Quality Protection.

(a) Liability for any environmental or water quality damage that is caused by Lessee or its employees, agents and representatives shall be borne by and at the sole expense of Lessee. If Lessee fails or refuses to correct or repair said damage, within a reasonable time, then after reasonable notice to Lessee, the City shall have the right to contract with any party to correct said condition and collect payment from Lessee for all actual costs of said correction or repair.

(b) In addition to the City's right to indemnification as stated herein, Lessee shall indemnify, defend and hold the City harmless for any and all civil or criminal liabilities or penalties, including costs of defense, resulting from Lessee's acts or omissions which cause, threaten or are alleged to cause or threaten, environmental or water quality damage, or sanctions to be incurred because of environmental or water quality damages.

Section 4.6: Utilities. Lessee shall fully and promptly pay all costs associated with the following services used by Lessee: water, heat, light, power, garbage collection, telephone and any other utilities of any kind furnished to the demised premises throughout the term hereof, and all other

similar costs and expenses of any kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon. The Lessor shall have no obligation to provide any of the above-mentioned services to Lessee, except on the same basis as to other utility users.

Section 4.7: Utility Charges. The utility hook-up and user fees, if any, charged by Lessor to Lessee will not exceed the rates normally charged by Lessor to similar commercial enterprises, as set forth in established rate schedules of the City of Haines, Alaska.

ARTICLE V - Improvements

Section 5.1: Improvements. a) Lessee shall, throughout the term of this lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all Lessee's improvements of any kind which may be or become a part thereof, in good, neat, clean, safe and sanitary order, condition, including replacements of any kind, nature or description, whatsoever, to the demised premises or to any improvements thereon.

b) Such improvements shall be subject to any building, zoning or similar code requirements or restrictions, and to other laws, regulations or permit requirements as may be imposed by any governmental agency.

Section 5.2: Damage to and Destruction of Improvements.

The damage, destruction, or partial destruction of any improvement on the demised premises shall not release Lessee from any obligation hereunder, except as hereinafter

expressly provided. In the event the improvements on the demised premises are destroyed to such an extent as to be rendered untenable by fire, storm, earthquake or other casualty for which Lessee is not responsible hereunder, Lessee may elect to terminate this lease by providing Lessor with written notice within thirty (30) days of the destruction of the improvements. Should Lessee elect to so terminate this lease, such termination shall be effective thirty (30) days after such notice.

Section 5.3: Removal or Reversion of Improvements Upon Termination. Improvements and/or personal property located on the demised premises and owned by Lessee shall, within sixty (60) calendar days after termination of this lease, be removed by Lessee; provided, that the City Council may extend the time for removing improvements in cases where hardship is proven. The retiring Lessee may, with the prior consent of the City Council, sell or assign its improvements to a succeeding Lessee, if any; provided that such sale or assignment of interest shall be made only in compliance with applicable City Code provisions, and nothing contained in this lease shall be construed as consent by the City to such sale or assignment. All periods of time granted Lessee to remove improvements and/or personal property are subject to Lessee's payment to the Lessor of pro rata lease rentals for said periods. If any improvements and/or personal property are not removed within the time allowed, such improvements and/or personal property shall revert to, and absolute title shall vest in, the Lessor. At Lessor's option, Lessor may cause removal of Lessee's improvements and Lessee shall reimburse Lessor for actual costs associated therewith.

Section 5.4: Repair of Premises. Upon removal of any improvements and/or personal property from the demised

premises upon termination of this lease, Lessee shall, at its own expense, repair any damage or injury to the premises or to Lessor's adjacent property resulting from such removal.

ARTICLE VI - Encumbrances

Section 6.1: Lessee's Duty to Keep Premises Free of Liens.

Lessee shall keep the demised premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens arising out of or in connection with work or labor done, services performed, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and Lessee agrees, at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based. By this provision the parties do not in any way recognize or acknowledge the authority or right of any person to impose any such lien.

ARTICLE VII - Reservation of Rights

Section 7.1: Mineral Reservations. Lessor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself its successors, assigns and other lessees, forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description, and which may be in or upon the lands subject to this lease, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils. Lessor also hereby expressly saves and reserves out of the grant hereby made, unto itself, its successors, assigns and

other lessees, forever, the right by itself, or its or their agents or other representatives, to enter upon the lands subject to this lease, or any part thereof, at any and all times, for the purpose of making beneficial use of these reserved rights and to remain and to occupy as much of said lands as may be necessary or convenient for such purpose, hereby expressly reserving to itself, its lessees, successors and assigns, as aforesaid, generally all rights reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

Section 7.1.1: Lessee's Rights Upon Entry by Lessor. No rights reserved under Section 7.1, above, shall be exercised by the Lessor or its subsurface Lessees, until provision has been made by the Lessor or its subsurface Lessees to pay to Lessee herein full compensation for damages sustained by Lessee by reason of the entering upon said land; provided that, if Lessee for any cause whatever refuses or neglects to settle said damages, the Lessor or its subsurface Lessees shall have the right, after posting a surety bond to cover such damages of Lessee, and after due notice and an opportunity to be heard by Lessee, to exercise its rights to reasonable use of the surface as required for the full enjoyment of the reserved subsurface rights which it holds.

Section 7.2: Surface Reservations. All deposits of stone, earth or gravel valuable for extraction or utilization are reserved by Lessor and shall not be removed from the land. Lessee shall not sell or remove for use elsewhere any of the surface resources of the demised premises, for example, timber, stone, sand, gravel, peatmoss, topsoil or any other material valuable for building or commercial purposes; provided, however, that material required for the development

of the leasehold may be used if its use is first approved by the City Council.

Section 7.3: Lessor's Right of Entry. Lessee shall permit Lessor, its agents, employees and other representatives, to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the land and improvements thereon.

Section 7.4: Posting of Demised Premises. Lessee shall have the authority to post the demised premises restricting public access to assure protection to the hydroelectrical generation, waterline and related equipment.

ARTICLE VIII - Grant of Access Rights

Section 8.1: Lessor's Easement Reservations. Lessor reserves an easement for light, air and view for its property adjoining the demised premises.

Section 8.2: Term. The rights of access granted in this lease shall remain in effect for the initial term and any renewal terms of this lease.

Section 8.3: Indemnity for Access Areas. Without limiting the generality of Article IX, below, it is specifically agreed that the indemnity and insurance provisions of this lease apply to the use of the areas reserved for rights of access hereby granted to Lessee.

ARTICLE IX - Indemnification of Lessor

Section 9.1: Indemnification. Lessee shall defend, indemnify and save harmless Lessor from and against any and all losses, damages, liabilities, expenses, claims and

demands of whatsoever character, direct or indirect, arising out of or in any way connected with, this lease of the demised premises or use or occupancy thereof by Lessee.

ARTICLE X - Eminent Domain

Section 10.1: Effect of Condemnation. If the whole or any part of the demised premises is taken by any authorized body vested with the power of eminent domain, the following provisions control:

Section 10.1.1: Taking of the Entire Premises. If all of the premises are taken by condemnation, the terms of this lease and all rights of the Lessee will immediately terminate, and the rent will be adjusted so that it is due only until the date the Lessee is required to surrender possession of the premises. The Lessor is entitled to all condemnation proceeds, except that the Lessee shall be paid the portion of the proceeds attributable to the fair market value of the improvements placed on the condemned premises by the Lessee.

Section 10.1.2: Taking of Substantial Part of Premises. If the taking is of a substantial part of the premises, the following shall apply:

- (a) If the taking by condemnation reduces the ground area of the demised premises by at least 30% or materially affects the use being made by the Lessee of the parcel, Lessee may elect to terminate the lease by written notice to Lessor not later than one hundred eighty (180) days after the date of taking.
- (b) If the Lessee elects to terminate, the provisions in Section 10.1.1 shall govern the condemned portion of the demised premises and the terms of the lease govern disposal of the remainder of any improvements made by the Lessee.
- (c) If the Lessee elects not to terminate, this lease continues and the Lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value of the improvements placed on the condemned portion of the premises by the Lessee.

Rent at the existing rate will terminate on the date of taking. Except as it may be adjusted from time to time under the terms of this lease, rent for the balance of the term will be adjusted by the Lessor to reflect the taking.

Section 10.1.3: Taking of Insubstantial Part of Premises.

If the taking by condemnation reduces the ground area of the demised premises by less than 30% and the Lessor determines that the taking is of such an insubstantial portion that the Lessee's use of the demised premises is not materially affected, the provisions of Section 10.1.2(c) will govern.

Section 10.2: Authority. By this Article, the parties do not in any way recognize or acknowledge the authority or right of any governmental entity to exercise a power of eminent domain over the demised premises or any interest created by this lease.

ARTICLE XI - Assignment and Subletting

Section 11.1: Assignment. Lessee may assign this lease only under the applicable provisions of the City Code, as in effect at the time of such assignment, and further, provided that the proposed assignment shall be first approved by formal action of the City Council. Such approval shall not be unreasonable withheld. The assignee shall be subject to all the provisions of the lease and the Lessee-assignor shall not be relieved of its obligations hereunder. The Lessee shall not transfer, convey or otherwise dispose of this lease or the rights hereunder without the prior written consent of the Lessor. The Lessor may accept rent from the assignee or other transferee, but no such collection of rent shall be deemed a waiver of any term or condition of this lease, nor an acceptance of the assignee or other transferee as Lessee.

Section 11.2: Subletting. The Lessee may sublease the demised premises or any part thereof leased to it under this agreement, only under the applicable provisions of the City Code, as in effect at the time of such assignment, and further, provided that the Lessee first obtains the approval, by formal action, of the City Council to such sublease. Such approval shall not be unreasonably withheld. All subleases shall be in writing and shall include all the terms and conditions of this original lease. The Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease. The Lessor may collect rent from the sublessee, but such collection shall not be deemed a waiver of any term or condition of this agreement nor an acceptance of the sublessee as Lessee. A copy of the sublease shall be filed with City Clerk.

ARTICLE XII - Warranties

Section 12.1: Title and Quiet Possession. Lessor covenants that Lessor is seized of the demised premises in fee simple and that Lessee shall have quiet and peaceable possession of the demised premises during the term hereof. Prior to entering into this lease, if the Lessee so requests, the Lessor shall provide, at the Lessee's expense, title evidence sufficient to satisfy Lessee that the Lessor has title to the land and can guarantee the Lessee peaceable possession.

Section 12.2: Authority of Agents. Each party to this agreement warrants that the individual signing this lease has written authority to enter into this agreement from the parties sought to be bound.

ARTICLE XIII - Taxes

Section 13.1: Taxes. Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, charges, fees, of every kind whatsoever, including all governmental charges of whatsoever kind which may be levied, assessed or charged, or which may become a lien or charge on or against the premises hereby demised, or any part thereof, the leasehold of Lessee herein, or any improvements now or hereafter thereon or on or against Lessor by reason of its ownership of the fee underlying this lease, during the entire term hereof.

Section 13.2: Contesting Taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, after giving to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least thirty (30) days prior to delinquency and on protection of Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment or other governmental charge, and from any costs, liabilities or damage arising out of any such contest.

ARTICLE XIV - Insurance

Section 14.1: Insurance. The Lessee shall, at all times during the initial and any extended terms of this lease, at its own expense, keep in force by advance payment of premiums, the following-described insurance for protection

against the claims of employees or other persons, insuring both the Lessee and the Lessor against any liability that may accrue against them or either of them in connection with the rights and duties of the Lessee under this lease:

(a) Insurance covering claims under Workers' compensation, disability benefit and other similar employee benefit acts;

(b) Insurance covering public liability and property damage liability in an amount for bodily injury or death of not less than \$1 million for one person and not less than \$1,000,000 for each accident; and for property damage, in an amount of not less than \$1,000,000 for each accident. Such insurance shall be written on an occurrence basis such that the occurrence of one or more claims shall not deplete the specified available coverage as to subsequent events.

Section 14.2: Insurance Certificate. The insurance shall be placed with an insurance carrier or carriers with ratings of A-15 or better, satisfactory to the Lessor and licensed to do business in Alaska, and shall not be subject to cancellation or any material change except after thirty (30) days written notice to the Lessor. A Certificate of Insurance reflecting full compliance with these requirements shall, at all times during this lease, be kept on deposit at the general offices of the Lessor. If the Lessee fails to comply with these insurance requirements, the Lessor may terminate this agreement on thirty (30) days written notice, or may obtain and pay for such insurance and keep the same in force and effect, and the Lessee shall pay the Lessor on demand for the premium costs thereof.

Section 14.3: Maintenance of Coverage. All public liability, property damage and other casualty policies shall be written as primary policies; they shall not be contributing with, or in excess of, any insurance coverage that the Lessor may otherwise carry. In order to maintain the same level of coverage that will exist at the commencement of this lease,

the amounts and types of coverage called for herein shall be subject to review at the end of each two-year period from the commencement date of this lease, and, if appropriate, the insurance requirement shall be increased or extended at the request of the Lessor to provide the amounts and types of coverage that are at least equal to the amounts and types of coverage then carried by prudent owners of similar property. If the parties are unable to agree upon such increase or extension of coverage, Lessee shall be required to increase its coverage in an amount not less than the increase, if any, in the Consumer Price Index (CPI) as established by the U.S. Bureau of Labor Statistics, for Anchorage, Alaska, between the date of this lease and the end of the applicable two-year period; provided, however, that no such increase shall be required if the change in the CPI is less than five percent (5%), and in no event shall the amount of insurance herein be decreased. Lessee shall maintain insurance written on an occurrence basis such that any loss does not deplete the policy limit.

ARTICLE XV - Default and Remedies

Section 15.1: Default/Breach. Each of the following shall be deemed a default by Lessee and a breach of this lease:

- (a) Lessee shall fail to pay any installment of rent or perform any other obligation hereunder involving the payment of money on the date the same is due.
- (b) Lessee shall fail to comply with any term, condition precedent, provision or covenant of this lease.
- (c) Lessee shall desert or vacate or shall commence to desert or vacate the demised premises or any substantial portion thereof or shall remove or attempt to remove, without the prior written consent of Lessor, all or a substantial portion of Lessee's improvements on the demised premises.

Section 15.2: Default Remedies. If a party defaults in its performance or observance of any of the lease terms,

covenants or stipulations, or the terms of any ordinances of the City Code. and the default continues for thirty (30) calendar days after service of written notice by the other party, without remedy of the default, the non-defaulting party shall take such action as is necessary to protect its rights and best interests, including the exercise of any and all rights after default permitted by this lease. No improvements may be removed by Lessee or any other person during any time the Lessee is in default under this lease.

Section 15.3: Rights Upon Default After Notice. After notice has been given and the default remains uncorrected for a period of thirty (30) days, in addition to any rights and remedies that the parties may otherwise be given by statute, common law or otherwise:

(a) Lessor may reenter the demised premises and take possession of and remove all property from the same, without liability for any damage therefore, remove all persons and property therefrom, either by summary proceedings or by suitable action at law, provided that any entry or reentry, possession, repossession or dispossession by the Lessor, whether taken by summary proceedings or otherwise, shall not be deemed to absolve, relieve, release, or discharge the Lessee, either in whole or in part for the monetary liability under this lease;

(b) The non-defaulting party may declare the lease cancelled and the term ended;

(c) Lessor may relet the demised premises in whole or in part for any period equal to or greater or less than the remainder of the original term of this lease, for any sum which may be reasonable;

(d) The Lessor may collect any and all rents due or to become due from sublessees or other occupants of the demised premises;

(e) The non-defaulting party may recover the following items of damage:

(1) Actual attorney's fees and other expenses reasonably incurred by reason of the breach or default in accordance with applicable law,

(2) The cost of performing any covenant to be performed,

(3) Interest at the maximum allowable rate on all amounts owing from the date due until payment thereof in full, and

(f) Lessor may recover an amount equal to the amount of all rents due for the remainder of the term without reduction for anything other than the amount in fact received on releasing of the demised premises;

(g) The non-defaulting party may obtain specific performance of this lease.

Section 15.4: Remedies Cumulative. The remedies of Lessor hereunder shall be deemed cumulative and not exclusive of each other.

ARTICLE XVI - Termination and Holding Over

Section 16.1: Redelivery of Premises. Lessee shall, at the expiration or sooner termination of this lease, peaceably and quietly quit and surrender to Lessor the demised premises in as good a state and condition as the premises were at the commencement of the term.

Section 16.2: Cancellation by Agreement or Due to Unlawful Purpose. This lease may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and the City Council, or by the City Council acting alone if the subject premises are used for any unlawful purpose.

Section 16.3: Reentry by Lessor. In the event the lease is terminated, or in the event that the demised premises, or any part thereof, are abandoned by the Lessee during the term of this lease, Lessor or its agents, servants or representatives, may, immediately or at any time thereafter, reenter and resume possession of said lands or such part thereof, and remove all persons and property therefrom, either by summary proceedings, or by a suitable action or proceeding at law, without being liable for any damages therefor. No reentry by the Lessor shall be deemed an acceptance of a surrender of lease.

Section 16.4: Disposal Upon Termination. In the event that this lease is terminated, the City Council may offer the

demised premises for lease or other appropriate disposal pursuant to the provisions of the City Code.

Section 16.5: Holding Over. Upon failure of the Lessee to surrender possession of the demised premises upon the termination of this lease, the Lessee's possession of the demised premises shall continue on a month-to-month tenancy at the yearly rental rate charged in the last year of the last term of the agreement, on a monthly pro rata basis, plus eighteen percent (18%) of such monthly amount, for each month that the Lessee retains possession of the demised premises after termination and prior to execution of a subsequent or amended lease agreement. The Lessee shall acquire no additional rights to, or interest in the demised premises by holding over after termination of this lease, and shall be subject to legal action by the Lessor to require the surrender of the demised premises. All terms of this agreement shall apply during the hold-over period. The receipt by Lessor of any rent or any other sum of money after the termination in any manner of the term demised, or after the giving by Lessor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the resultant term herein demised, or destroy or in any manner impair the efficacy of any such notice or termination as may have been given hereunder by Lessor to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the Lessor.

ARTICLE XVII - General Provisions

Section 17.1: Disclaimer. The Lessor's consent to the Lessee's use of the demised premises shall not be construed as approving or endorsing the use of the demised premises for the purposes proposed by Lessee and the City disclaims any such express or implied approval or warranty.

Section 17.2: Notices. Any notice or demand, which under the terms of this lease or under any statute or City Code provision must be given or made by the parties hereto, shall be in writing and shall be given or made by registered or certified mail, return receipt requested, addressed to the other party at the address of record, designated as follows:

(a) The Lessor:

City of Haines
Attention: Mayor
P.O.Box 1049
Haines, Alaska 99827

(b) The Lessee:

Southern Energy, Inc.
P.O.Box 34117
Juneau, Alaska 99803

Either party may designate in writing another address to which such notice or demand shall hereafter be given. Any notice given under this provision shall be deemed delivered when deposited in a United States General or Branch Post Office enclosed in a registered-mail or certified-mail prepaid wrapper or envelope, addressed as provided in this section.

Section 17.3: Inspection of Premises. Lessee acknowledges that it has been given unlimited opportunity to inspect the demised premises and accepts said premises as is in the condition in which they are presently found.

Section 17.4: Non-Discrimination. The Lessor agrees not to discriminate by segregation or otherwise against any person or persons because of race, creed, color or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, or any and all services, privileges, accommodations and activities provided by the Lessor.

Section 17.5: Non-Waiver. No failure on the part of Lessor to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by Lessor, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of the Lessor to enforce the same in the event of any subsequent breach or default. The receipt of rent by Lessor with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of this lease shall not be deemed to be a waiver of any provision of this lease.

Section 17.6: Integration. This lease and the exhibits hereto set forth all the covenants, terms, conditions and understandings between the parties hereto, and there shall be no covenants, terms, conditions or understandings, either oral or written between them other than as herein set forth.

Section 17.7: Modification. This lease may not be modified orally or in any manner other than by an agreement in writing signed by all parties in interest or their successors in interest.

Section 17.8: Recording of Lease. Lessor shall record at Lessee's expense a memorandum of this lease as soon as possible after its execution by both parties. Directly after recording the memorandum, Lessor shall provide Lessee with a copy stamped by the Recorder's Office showing the date and time of recording.

Section 17.9: Attorney's Fees.

a) Enforcement of Terms. If any action shall be brought to recover any payment due under this lease, or on

account of any breach of this lease, or to recover possession of the leased premises, the prevailing party shall be entitled to recover its attorney's fees and all costs and expenses reasonable incurred by it in connection with such action.

b) Preparation and Execution. Lessee shall reimburse the City for its actual attorneys' fees incurred in negotiation and preparation of this lease. City shall invoice Lessee for such fees, and Lessee shall pay the same in full within ten (10) days of receipt of such invoice.

Section 17.10: Severability of Terms. The invalidity or unenforceability of any provisions of this agreement shall not affect or impair any other provisions.

Section 17.11: Binding Effect. The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of, and bind the parties and their respective successors, except as otherwise herein expressly provided.

Section 17.12: Effect of Headings. The captions, section headings and numbers, and article headings and numbers in this lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the sections or articles of this agreement, nor in any way affect the agreement.

Section 17.13: Time of the Essence. Time is of the essence in all provisions of this lease.

Section 17.14: Applicable Law. This lease shall be construed according to the laws of the State of Alaska. Any dispute arising hereunder shall be in the Superior

Court for the State of Alaska, First Judicial District,
heard at Juneau.

IN WITNESS WHEREOF the City of Haines, Alaska, as
Lessor, acting through its Mayor, being duly-authorized,
and Southern Energy, Inc., as Lessee, acting through
John Floreske, Jr. (President), having written authority
to execute this lease, have hereunto set their respective
hands, agreeing to keep, observe and perform all the terms,
conditions and provisions herein contained or attached.

DATED this 5th day of May, 1988.

This Agreement was passed and approved by the Haines
City Council at its regular meeting of May 4, 1988.

LESSOR:
CITY OF HAINES

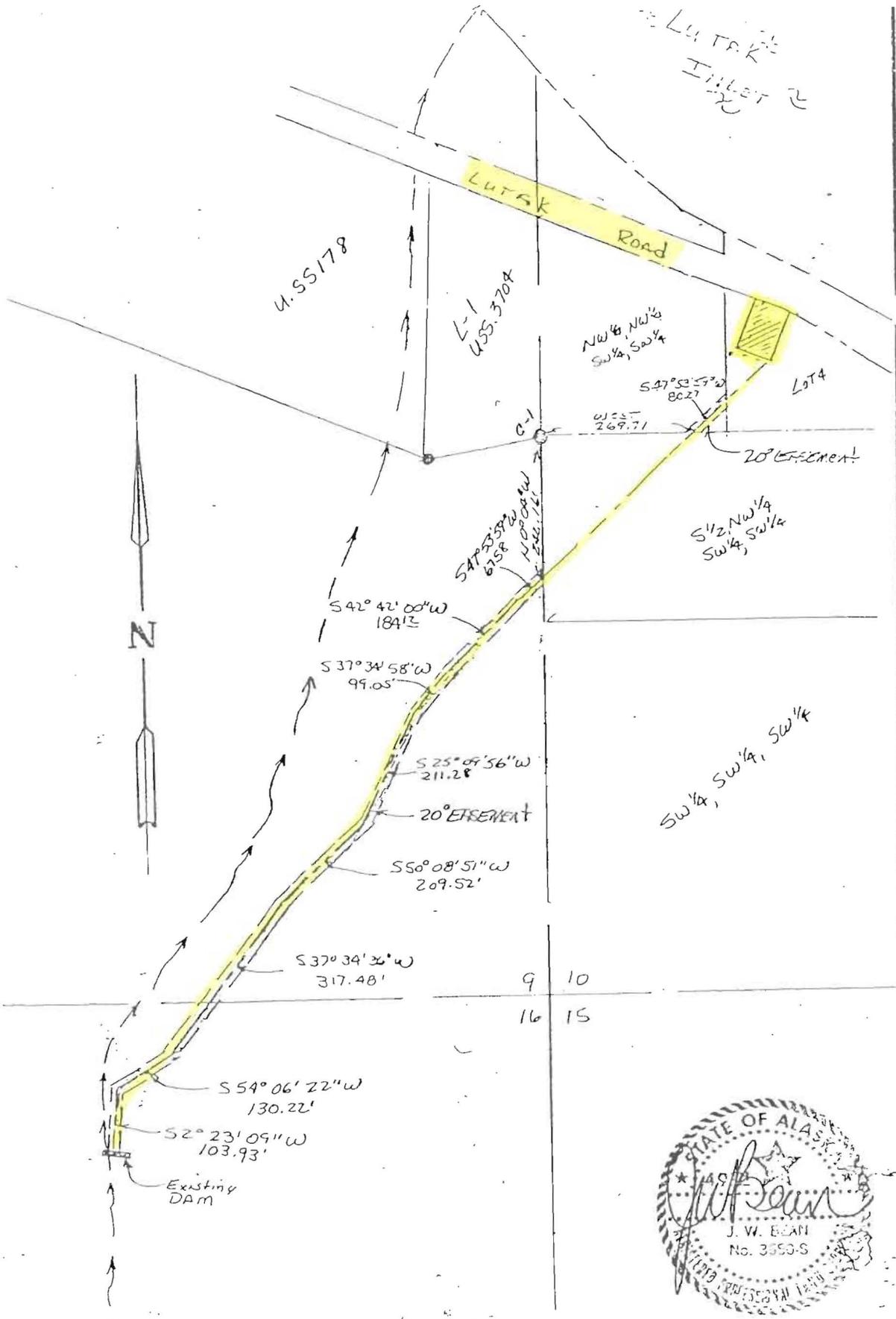
BY: Frank L. Wallace
FRANK L. WALLACE/MAYOR

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

Before me, the undersigned, a Notary Public in and for
the State of Alaska, duly commissioned, qualified and sworn
as such Notary Public, this day personally appeared Frank L.
Wallace, Mayor of the City of Haines, to me known
to be the person described in and who executed the foregoing
Land Lease Agreement and who acknowledged to me that he/she
executed the same freely and voluntarily with knowledge of
its contents for the uses and purposes therein expressed.

WITNESS my hand and official seal this the 6th day of
May, 1988.

Guermelin Martin
Notary Public in and for Alaska
My Commission Expires: 5/11/88

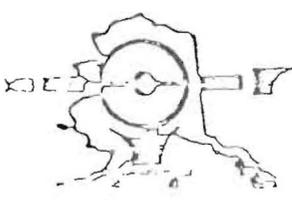


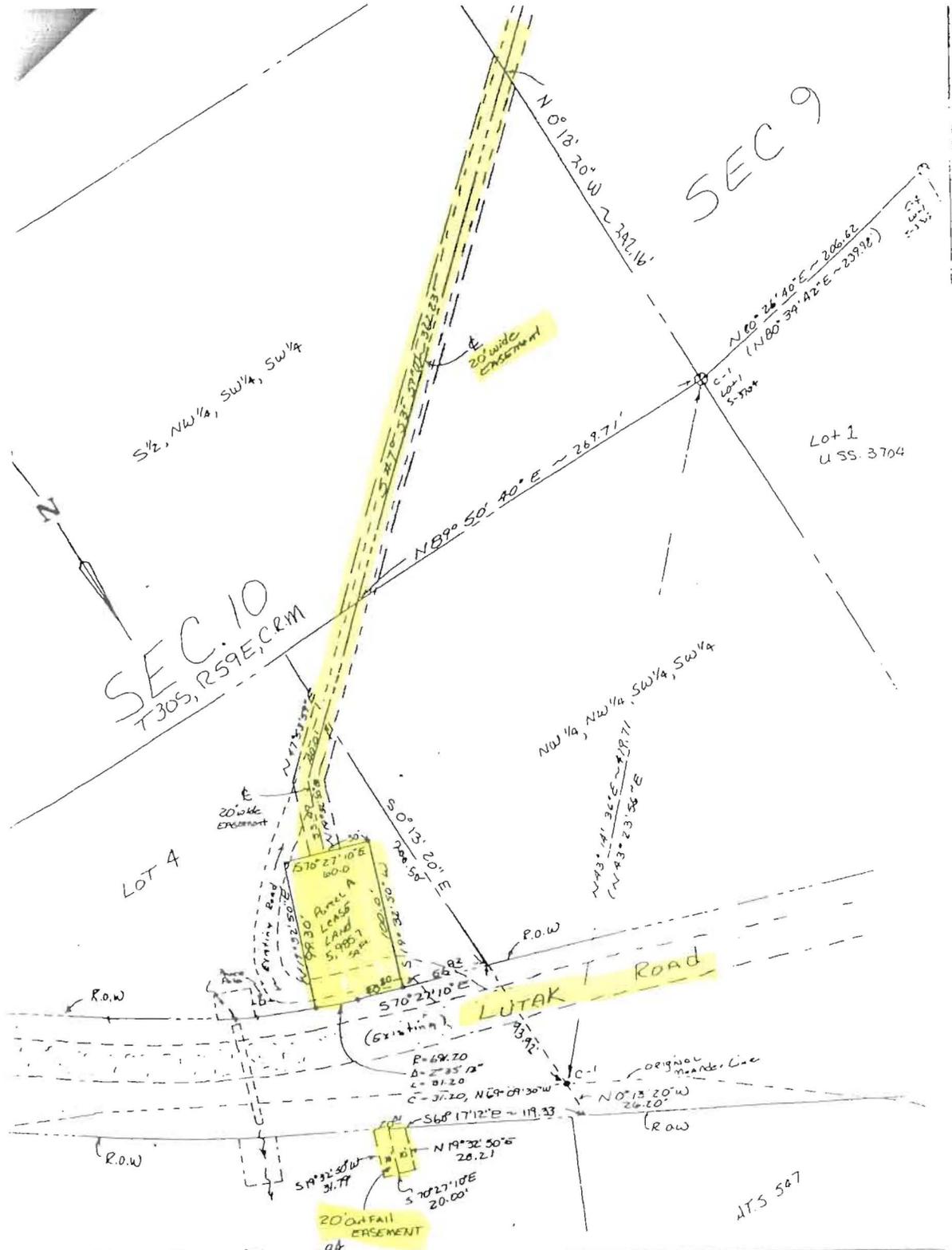
J.W. BEAN

PROFESSIONAL SURVEYOR
 3803 KIOWA DRIVE
 JUNEAU, ALASKA
 907-789-0550

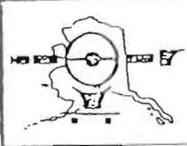
Sketch PLAT OF:
 20° EASEMENT within
 Sections 9, 10, and 16,
 T. 30 S., R. 59 E., C.R.M.

PLAT	NO.	SCALE
1011	1011	1" = 200'





Sketch Plat of:
 Parcel A, within Lot 4, Section 10, T30S,
 R. 59E., C.R.M., including 20' EASEMENTS,
 within the City and Borough of Haines, Alaska



J.W. BEAN
 PROFESSIONAL SURVEYOR
 3803 KIOWA DRIVE
 JUNEAU, ALASKA
 907-789-0290
 SURVEYOR-PLANNER

DATE OF SURVEY	4-24-06
BOOK	
PAGE	
JOB NO.	117
DATE	

LUTAK Inlet

ATS 1194

ATS 567



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-456
Assembly Meeting Date: 5/13/14

Business Item Description:	Attachments:
Subject: Increase from 25% to 50% the cap on stock investments for the permanent fund	1. Ordinance 14-05-380
Originator: Finance Committee	
Originating Department:	
Date Submitted: 4/1/2014	

Full Title/Motion:
Motion: Introduce Ordinance 14-05-380 and schedule a first public hearing for 5/27/14.

Administrative Recommendation:

Fiscal Impact:

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

Comprehensive Plan Consistency Review:

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

Summary Statement:
During its meeting on March 10, 2014, the Finance Committee asked for an opportunity to have the assembly consider raising the cap from 25% to 50% the cap on stock investments for the permanent fund.

Referral:

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

Assembly Action:

Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): 5/13/14	Tabled to Date:

An Ordinance of the Haines Borough amending Haines Borough Code Title 3 Section 3.24.050 to increase the cap for stock investments for the Permanent Fund from 25% to 50%.

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 3.24.050. Title 3 Section 3.24.050 of the Haines Borough Code is hereby amended, as follows:

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

3.24.050 Investment of the permanent fund.

A. The borough assembly, the administration, the investment managers and the bank custodians shall manage, hold and govern the permanent fund with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use in the management of a similar public fund.

B. Risk shall be reduced by diversification of asset classes and broad diversification of investment securities within each asset class, unless otherwise not prudent to do so.

C. Funds of the permanent fund may be invested in:

1. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations that have a liquid market with a readily determinable market value;

2. Obligations of the state of Alaska or municipalities of the state of Alaska, grade A or better;

3. Bank certificates of deposit that are secured as to the payment of principal and interest in accordance with Alaska law;

4. Corporate obligations of investment grade or equivalent quality as determined by a nationally recognized rating organization;

5. Domestic and foreign common stocks and preferred stocks of publicly traded companies including public real estate investment trusts; provided, that the total exposure to stocks shall be diversified among issuers and sectors and will not exceed ~~25 percent~~ **50 percent** of the market value of the permanent fund;

6. Fixed income (bond) money market funds, mutual funds and index funds with a minimum four-year track record;

7. Equity mutual funds and index funds with a minimum four-year track record and subject to the percentage limitation in subsection (C)(5) of this section.

D. Investment in mutual funds and index funds shall be limited to funds that invest primarily in investments otherwise permitted under subsection (C) of this section.

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: 05/13/14
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

May 6, 2014

To: Haines Borough Assembly

Cc: Dave Sosa, Borough Manager
Julie Cozzi, Clerk
Michael Marks

From: Stephanie Scott, Mayor, Haines Borough

Subject: Request Confirmation of Re-Appointment of Michael Marks to the
Letnikof Road Maintenance Service Area

I concur with the recommendation from the Letnikof Road Maintenance Service Area and ask that you do as well. Mr. Marks enthusiastically and reliably serves his neighborhood, as noted in the Board's recommendation.

Mr. Marks also serves on the Tourism Advisory Board, and shares a seat with his wife, Lorraine Dutzik, on the Sheldon Museum Board of Directors. I am mindful of the demand on his time; however, I note that his attendance is exemplary. I take this as evidence that he is enjoying his service. I certainly appreciate his upbeat attitude at the meetings I have attended. I believe that the Haines Borough is very well-served by Mr. Mark's participation.

Letnikof Estates Road Maintenance Service Area

Board of Directors:

Scott Sundberg
Tom Ganner
Gary Murray
Dennis Geasan
Michael Marks

April 21, 2014

Mayor, Stephanie Scott & Borough Assembly
Haines Borough
103 Third Avenue S.
P.O. Box 1209
Haines, Alaska 99827

RECEIVED
APR 21 2014
HAINES BOROUGH

To Mayor, Stephanie Scott & Borough Assembly:

On behalf of the Board of Directors of the Letnikof Estates Road Maintenance Service Area we want to submit to the Mayor & Borough Assembly our recommendation for the current open board position. We request that Michael Marks be reappointed as a board member. His recommendation is being based upon the following:

1. Michael's previous three year experience as a LERMSA Board Member
2. His ability to measure snow and road conditions and contact the road contractor
3. Neighborhood communications to respond to developing road conditions
4. His liaison relationship with the Haines Borough staff and issuing Borough reports
5. As a year long resident he has the ability to respond to all weather conditions

On April 21th, 2014 at 1:30 p.m. the Board of Directors of the Letnikof Estates Road Maintenance Service Area met for its annual meeting in the Community Room of the Public Library as publicly announced per Borough Code. Present at the meeting were directors:

Tom Ganner, Dennis Geason, Gary Murray, Scot Sundberg. Michael Marks was present.

Submitted on behalf of the Letnikof Estates Road Maintenance Service Area Board Members,

Tom Ganner, Dennis Geason, Gary Murray & Scot Sundberg



Handwritten signatures of Tom Ganner, Gary Murray, and Scott Sundberg.

Haines Borough Application for Board Appointment

- Appointment** (I am not currently on the board)
- Reappointment** (I am currently a member of the board)

Check the board, commission, or committee for which you are applying :

Planning Commission		Port and Harbor Advisory Committee
Tourism Advisory Board		Fire Service Area Board #1
Chilkat Center Advisory Board		Fire Service Area Board #3 (Klehini)
Parks and Recreation Advisory Board	✓	Letnikof Estates Road Maintenance Service Area Board
Museum Board of Trustees		Riverview Road Maintenance Service Area Board
Library Board of Trustees		Historic Dalton Trail Road Maintenance Service Area Board
Public Safety Commission		Four Winds Road Maintenance Service Area Board
Temporary (Ad-hoc) Board/Committee _____		

Name: Michael Marks
 Residence Address: 3 Inlet Drive Haines Alaska 99827
 Mailing Address: Po Box 1101 Haines Alaska 99827
 Business Phone: _____ Home Phone: 766-2071
 Fax: _____ Email: KayakCove@ATT.NET

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.*

Michael Marks
 Signature of Applicant

NOV. 23, 2013
 Date

PLEASE BRIEFLY DESCRIBE YOUR QUALIFICATIONS (You may attach a resume):

During the past three years I have gained experience with working to serve the requests of local residents as well as developing a working relationship with the Borough Facilities Supervisor and selected contractors.

* 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.

I would like to continue to serve as a Board member if selected by the Borough to continue and be Reappointed.



HAINES BOROUGH, ALASKA
P.O. BOX 1209, HAINES, ALASKA 99827
Administration 907.766.2231 ♦ (fax) 907.766.2716
Tourism 907.766.2234 ♦ (fax) 907.766.3155
Police Dept. 907.766.2121 ♦ (fax) 907.766.2128
Fire Dept. 907.766.2115 ♦ (fax) 907.766.3373

DRAFT

Mr. Michael Eberhardt
Park Superintendent
Alaska Department of Natural Resources
Division of Parks and Outdoor Recreation
400 Willoughby Avenue
P.O. Box 111071
Juneau, Alaska 99811-1071

RE: Haines Park Ranger vacancy

Dear Mr. Eberhardt:

Management of state parks in the Haines Borough is of great interest to the Borough Assembly. The 48,000 acre Alaska Chilkat Bald Eagle Preserve, the 9,837 acre Chilkat State Park, the 32-campsites, boat launch and picnic area at the Chilkoot Lake, and the Mosquito Lake Recreation area at 27 Mile Haines Highway are used intensively by scores of visitors and residents alike. Commercial permits in the Preserve nets tens of thousands of dollars annually for state parks. All this is to say that professional management of the activities in the parks by a fully empowered Alaska State Park Ranger seems more than appropriate.

We are aware that the Park Ranger position held by Ranger Preston Kroes has been vacated. We appreciate that "you plan to hire seasonal staff to insure that operations continue to run smoothly in Haines" (April 25 email to Mayor Scott). We are concerned that seasonal staff will not be fully authorized to enforce regulations in Parks and that this may present a challenge especially in the management of the recreation activities and facilities in the Chilkoot Corridor as described in the MOU between DPOR, DMLW, and DOF (see www.forestry.alaska.gov/pdfs/haines.hsfappeng.pdf). We would

like to urge you to move forward to fill the vacant Park Ranger position in Haines and in the interim, seek to re-assign fully empowered Alasks State Park Rangers to Haines for the 2014 visitor season.

Please keep us informed of the management scheme for Haines. We would like to welcome replacement personnel and assist in any way possible.

Sincerely,

Stephanie K. Scott
Mayor, Haines Borough on behalf of the Haines Borough Assembly

HAINES BOROUGH CHANGE ORDER

11C3

ORDER NO. 7

Page 1 of 1

DATE: May 9, 2014

PROJECT NAME: Port Chilkoot Dock and Letnikof Cove Harbor Renovations

CONTRACT AGREEMENT DATE: May 2, 2013

OWNER: HAINES BOROUGH

CONTRACTOR: Pacific Pile & Marine

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Extra work as described below.

Original CONTRACT AGREEMENT: \$5,804,340 DAYS: May 15, 2014 (Letnikof portion)

Current CONTRACT AGREEMENT adjusted by previous CHANGE ORDER(S) \$6,164,561.67 DAYS May 15, 2014

This CHANGE ORDER will **increase** the CONTRACT AGREEMENT by \$45,000 DAYS 10

The new CONTRACT AGREEMENT including this CHANGE ORDER will be \$6,209,561.67 DAYS May 25, 2014

The date for completion of all work will be May 25, 2014 (Date).

DESCRIPTION OF CHANGES	INCREASE IN CONTRACT AMOUNT (\$)	(DECREASE) IN CONTRACT AMOUNT (\$)	CONTRACT TIME EXTENSION (DAYS)
There was a structural crack discovered in the pontoon float. The Borough has a contingency budget of \$75,000. Materials and labor are not-to-exceed \$45,000 for this change order. The Director of Public Facilities estimates the cost at \$28,000 to \$38,000. The repair includes welding a complete galvanized sleeve around the entire circumference of the float. Underwater dive welders will be onsite for the sub surface welding.	45,000		10
TOTALS	\$45,000	\$	10
NET CHANGE CONTRACT AMOUNT INCREASE OR (DECREASE)	\$45,000		10

Signatures Required:

The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item, including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of that directly or indirectly related to the approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when all signatures are in place.

Owner: _____ Date: _____

Contractor: _____ Date: _____

State or Federal Agency, if applicable: _____ Date: _____

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