


Haines Borough
Borough Assembly Meeting #296
AGENDA

July 28, 2015 - 6:30 p.m.

Location: Assembly Chambers, Public Safety Bldg.

Jan Hill,
Mayor

Dave Berry Jr.,
Assembly Member

Diana Lapham,
Assembly Member

Mike Case
Assembly Member

Joanne Waterman,
Assembly Member

George Campbell,
Assembly Member

Ron Jackson,
Assembly Member

David Sosa, MPA
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 – Finance Director Memo
- 8C – Chilkat Center Report
- 9A – Planning Commission Minutes
- 9B – Port & Harbor Advisory Committee Minutes
- 9C – Parks & Recreation Advisory Committee Minutes
- 9D – Tourism Advisory Board Minutes
- 11A1 – Resolution 15-07-636

- * 4. **APPROVAL OF MINUTES – 7/14/15 Regular**
5. **PUBLIC COMMENTS** [Any topics not scheduled for public hearing]
6. **MAYOR’S COMMENTS/REPORT**
7. **PUBLIC HEARINGS**

Important Reminder! - Sign-up prior to or at the beginning of the assembly meeting is required in order to make comments during a public hearing. It's as easy as contacting the Clerk's Office ahead of time to have your name added to the list or you can sign up yourself at the start of the assembly meeting. Written comments are also welcome.

- A. **Ordinance 15-06-415** - Second Hearing
An Ordinance of the Haines Borough adopting a revised fee schedule for harbor facility usage.
*This ordinance is recommended by the borough manager and was introduced on 6/23/15. The first hearing was on 7/14/15. **Motion:** Adopt Ordinance 15-06-415.*
- B. **Ordinance 15-07-416** - First Hearing
An Ordinance of the Haines Borough amending Haines Borough Code Title 16 Section 16.08.010 to change the composition of the Port and Harbor Advisory Committee.
This ordinance is recommended by the borough manager and was introduced on 7/14/15. The assembly already scheduled the second hearing for 8/11/15. No motion is needed now unless the second hearing date needs to change or some other action is desired.
- C. **Ordinance 15-07-417** - First Hearing
An Ordinance of the Haines Borough amending Borough Code Chapter 2.76; Subsection 2.82.050(b); Chapters 2.84, 2.86, and 2.88; and Section 2.92.010 to change to a combined leave system and clarify various other requirements and descriptions.
This ordinance is recommended by the borough manager and was introduced on 7/14/15. The assembly already scheduled the second hearing for 8/11/15. No motion is needed now unless the second hearing date needs to change or some other action is desired.

8. STAFF/FACILITY REPORTS

- A. Borough Clerk / Acting Manager – 7/28/15 Report
- *B. Finance Director – Memo re. Property Tax Billing
- *C. Chilkat Center – Facility Report of June 2015

9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

- *A. Planning Commission – Minutes of 5/14/15 and 6/11/15
- *B. Port & Harbor Advisory Committee – Minutes of 6/25/15
- *C. Parks & Recreation Advisory Committee – Minutes of 5/27/15
- *D. Tourism Advisory Board – Minutes of 5/15/15
- E. Assembly Board Liaison Reports
- F. Assembly Standing Committee Reports
 - 1. Government Affairs & Services – Minor Offenses Ordinance

10. UNFINISHED BUSINESS

A. Appeal of Nuisance Abatement Order – Eagle’s Nest Trailer Park

On May 6, 2015, the borough issued a nuisance abatement order to Eagle’s Nest Trailer Park regarding unlawful accumulation of trash around two of the trailers. As is her right under HBC 8.12.130, owner Janis Horton submitted a timely written appeal. The hearing took place on 7/14/15. During deliberations, a motion to uphold the manager’s abatement order was made. At one point, the assembly recessed and visited the subject property. After returning and after further discussion, two assembly members offered to assist with the clean-up. A motion to postpone to this meeting was made and passed to provide two more weeks for clean-up. At this meeting, the assembly will resume deliberation (the hearing is done) and then take action to decide whether or not to affirm the manager’s determination that a nuisance existed/exists and his order to abate. Written findings that formalize the reasons for the assembly’s decision will be drafted for assembly approval by resolution at the next meeting.

Motion already on the Table: Uphold the manager’s nuisance abatement order.

11. NEW BUSINESS

A. Resolutions

* 1. **Resolution 15-07-636**

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to dispose of a mobile office trailer, tilt bed trailer, brush cutter, riding lawn mower, and 11 dump truck tires by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).

*This resolution is recommended by the Interim Director of Public Facilities. **Motion:** Adopt Resolution 15-07-636.*

B. Ordinances for Introduction - None

C. Other New Business

1. **Board Appointments**

*An appointment application has been received for a seat on the Parks & Rec Committee. The mayor plans to make the appointment and seeks assembly confirmation. **Motion:** Confirm the mayor’s appointment of George Figdor to the Parks & Recreation Advisory Committee for a term ending 11/30/16.*

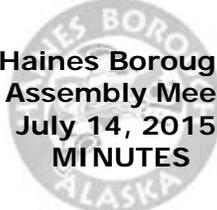
12. CORRESPONDENCE/REQUESTS

13. SET MEETING DATES

14. PUBLIC COMMENTS

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

16. ADJOURNMENT


Haines Borough
Borough Assembly Meeting #295
July 14, 2015
MINUTES

Draft

1. **CALL TO ORDER/PLEDGE TO THE FLAG:** Mayor **HILL** called the meeting to order at 6:30 p.m. in the Assembly Chambers and led the pledge to the flag.
2. **ROLL CALL**
Present: Mayor Jan **HILL**, and Assembly Members Diana **LAPHAM**, Mike **CASE**, Joanne **WATERMAN**, Dave **BERRY, Jr.**, and Ron **JACKSON**. **Absent:** George **CAMPBELL**.
Staff Present: David **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Robert **GRIFFITHS**/Interim Chief of Police, Shawn **BELL**/Harbormaster, and Jila **STUART**/Chief Fiscal Officer.
Visitors Present: Karen **GARCIA**/CVN, Greta **MART**/KHNS, Carol **TUYNMAN**, Mike **DENKER**, Shane and Janis **HORTON**, Rhys **WILLIAMS**, Tresham **GREGG**, Debra **SCHNABEL**, Dana **HALLETT**, Kathy **GRIFFITHS**, and others.
3. **APPROVAL OF AGENDA & CONSENT AGENDA**
The following Items were on the published consent agenda:

Consent Agenda:

- 4 – Approve Assembly Meeting Minutes
- 8B – Museum Report
- 8C – Fire Department Report
- 9A – Tourism Advisory Board Minutes
- 11A1 – Resolution 15-07-634
- 11A2 – Resolution 15-07-635
- 11B2 – Ordinance 15-07-417
- 11C1 – Liquor License Transfer

Motion: **WATERMAN** moved to “approve the agenda/consent agenda,” and it was amended to 1) remove Item 12A from the agenda, 2) move Items 12, 13, and 14 ahead of Item 11C2 Executive Session, 3) add board liaison reports to Item 9, 4) remove Item 11A2 from the consent agenda, and 5) add a discussion about the recent article about the cruise ships dumping sewage in the harbor as Item 11C1½ . The motion to approve the agenda/consent agenda carried unanimously, as amended.

- * 4. **APPROVAL OF MINUTES** – 6/23/15 Regular
The motion adopted by approval of the consent agenda: “approve minutes of the 6/23/15 borough assembly regular meeting.”
5. **PUBLIC COMMENTS**
HALLETT – Read aloud his written comments concerning the state of local representative democracy. Public involvement provides crucial oversight.
GREGG – Read a list of questions about the harbor expansion project.
6. **MAYOR’S COMMENTS/REPORT**
Mayor **HILL** reported on recent events including the July 1 Canada Day celebration in the Village of Haines Junction, July 3 Fire Department BBQ where she read a proclamation declaring July 17 Fireman Al Badgley Day, July 4 festivities that included representatives of Haines Junction, and being given a key to the Zamboni-type machine given to the Haines Borough by the Village of Haines Junction. The mayor also encouraged the assembly members to sign up for one of the time slots at the Haines Borough fair booth.
7. **PUBLIC HEARINGS**
A. Appeal of a Nuisance Abatement Order – Eagle’s Nest Trailer Park
On May 6, 2015, the borough issued a nuisance abatement order to Eagle’s Nest Trailer Park regarding unlawful accumulation of trash around two of the trailers. Property owner Janis Horton filed a timely appeal.
Mayor **HILL** presided over the hearing and chose not to require oaths or compel witnesses. The hearing commenced at 6:45 p.m.

Appellant: **S.HORTON** addressed the assembly. He said all of the organic garbage has been removed, and the problem is largely resolved.

Borough: **SOSA** summarized the borough's nuisance abatement order, and the reasons it was issued.

Public Testimony: **TUYNMAN** said there is a need for community education related to handling solid waste.

Appellant: **S.HORTON** offered a rebuttal of statements made by the manager.

Assembly: The assembly asked questions, reviewed photographs, and considered all written documentation and oral statements prior to taking action.

Motion: **CASE** moved to "uphold the order of nuisance abatement."

Motion: **WATERMAN** moved to "recess the meeting to view the property firsthand," and the motion carried unanimously.

The assembly left the chambers to visit the site. The meeting reconvened at 7:20pm. Comparing the photos with what they saw onsite, some members commented that they saw no significant improvement. **BERRY** volunteered his truck to help clean up the mess over the weekend. **CASE** suggested a postponement given the offer to clean up and said he would be there to help.

Motion to Postpone: **CASE** moved to "postpone the motion until the 7/28 meeting to provide two weeks for clean-up before readdressing it," and the motion carried 4-1 with **JACKSON** opposed.

B. Ordinance 15-06-414 – Second Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 3 Sections 3.60.100 and 3.60.130 to require a Haines Borough business license prior to contract award rather than at the time of bid submission and to require a noncollusion affidavit when submitting a bid.

Mayor **HILL** opened and closed the public hearing at 7:29 p.m.; there were no public comments.

Note: On 6/23/15 during debate, the following amendment motion was made by Campbell and subsequently postponed to this meeting: "Amend Ordinance 15-06-414 to require bid bonds only for contracts exceeding \$50,000." That motion had to be addressed prior to a motion to adopt being made.

The amendment motion failed 2-3 failed with **WATERMAN**, **JACKSON**, and **LAPHAM** opposed.

Motion: **LAPHAM** moved to "adopt Ordinance 15-06-414," and the motion carried unanimously in a roll call vote.

C. Ordinance 15-06-415 – First Hearing

An Ordinance of the Haines Borough adopting a revised fee schedule for harbor facility usage.

Mayor **HILL** opened and closed the public hearing at 7:31 p.m.; there were no public comments.

Note: The assembly already scheduled the second hearing for 7/28/15. During assembly debate on 6/23, the Port & Harbor Advisory Committee (PHAC) was asked to review the transient vessel fee for conducting business, and PHAC considered the matter at their meeting on 6/25. Staff prepared a substitute ordinance reflecting the committee's recommendation.

Motion: **BERRY** moved to "amend Ordinance 15-06-415 by replacing it in its entirety with the substitute ordinance recommended by the Port & Harbor Advisory Committee," and the motion carried unanimously.

8. STAFF/FACILITY REPORTS

A. Borough Manager – 7/14/15 Report

The manager summarized his written report.

(1) Report of 2015 Heliskiing Season – There were no assembly comments.

* **B. Sheldon Museum** – Report of June 2015

* **C. Fire Department** – Report of June 2015

9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

- * A. **Tourism Advisory Board** – *Minutes of 4/14/15*
- B. **Assembly Standing Committee Reports** – None given
- C. **Assembly Liaison Reports** – item added during approval of the agenda

CASE - Planning Commission
LAPHAM - Tourism Advisory Board
WATERMAN - Port & Harbor Advisory Committee
JACKSON - Public Safety Commission

10. UNFINISHED BUSINESS

A. Ordinance 14-10-391

An Ordinance of the Haines Borough amending Haines Borough Code Title 3 to add the upper level of the Soboleff-McRae Veterans Village & Wellness Center owned by Haines Senior Assisted Living Inc. to the list of community purpose exemptions in HBC 3.70.040.

Note: On 10/14/14, introduction was postponed until such time as the borough staff developed and the assembly approved a borough policy on community purpose exemption. That policy was adopted on 5/26/15 as Ordinance 15-02-401 and on 6/23/15 via Resolution 15-06-632. Because the ordinance amended the code to remove the list of exempted properties, there was no longer a list to add this property to; the ordinance no longer made sense. Staff recommended the assembly vote "no" on the motion to introduce the ordinance. There is now a new policy and procedure for submitting community purpose exemption requests that does not involve an ordinance.

Motion: WATERMAN moved to "introduce Ordinance 14-10-391," and the motion failed unanimously.

11. NEW BUSINESS

A. Resolutions

* 1. Resolution 15-07-634

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to apply to the State of Alaska, Department of Environmental Conservation (ADEC) for a loan from the Alaska Drinking Water Fund for the project entitled Replace Allen Road AC Pipe for an amount not to exceed \$650,000.

The motion adopted by approval of the consent agenda: "adopt Resolution 15-07-634."

2. Resolution 15-07-635

A Resolution of the Haines Borough Assembly establishing a "sister city" relationship with the Village of Haines Junction.

Motion: WATERMAN moved to "adopt Resolution 15-07-635," and the motion carried unanimously in a roll call vote.

B. Ordinances for Introduction

1. Ordinance 15-07-416

An Ordinance of the Haines Borough amending Haines Borough Code Title 16 Section 16.08.010 to change the composition of the Port and Harbor Advisory Committee.

Motion: CASE moved to "1) Introduce Ordinance 15-07-416 and set a first public hearing for 7/28/15 and a second public hearing for 8/11/15." The motion carried unanimously.

* 2. Ordinance 15-07-417

An Ordinance of the Haines Borough amending Borough Code Chapter 2.76; Subsection 2.82.050(b); Chapters 2.84, 2.86, and 2.88; and Section 2.92.010 to change to a combined leave system and clarify various other requirements and descriptions.

The motion adopted by approval of the consent agenda: "1) Introduce Ordinance 15-07-417 and set a first public hearing for 7/28/15 and a second public hearing for 8/11/15."

C. Other New Business

* 1. Distillery License Transfer – Fogcutter Bar

The Alaska Alcohol Beverage Control (ABC) Board notified the Borough of a pending liquor license transfer involving controlling interest of the Fogcutter Bar. The two owners changed from one owning 80% and the other 20% to one owning 100%. That required ABC Board approval, and their decision was pending local government review. The motion adopted by approval of the consent agenda: "the Assembly does not object to the transfer involving controlling interest of the liquor license belonging to the Fogcutter Bar."

1 ½. Discussion of Cruise Ships Dumping Black-water - added at approval of agenda

JACKSON expressed concern with recent news about cruise ships being permitted to dump black-water into the canal. **CASE** said the ships have tertiary water. They are not dumping black water but rather a very clean solution. **LAPHAM** agreed saying these cruise ship systems do an amazing job of treating water. **BERRY** believes it's important for the mayor to contact the cruise lines to request they issue a joint statement saying they will not dump in the Haines port even though they have a permit. **WATERMAN** would like to hear Scott Bradford's opinion since he has toured the cruise ship systems. **JACKSON** said he thinks the cruise ships will understand the stigma with the dumping of effluent. He likes the idea of the mayor going directly to them.

12. CORRESPONDENCE/REQUESTS – moved to this place during approval of the agenda

A. Request for Waiver of June Water-Sewer Fees for Businesses – Chamber of Commerce

The item was removed from the agenda at the request of the Chamber of Commerce.

13. SET MEETING DATES – moved to this place during approval of the agenda

A. **Personnel Committee** – 6:00 p.m., Monday, 8/3, Assembly Chambers, Topic: Personnel issues (part of the meeting will be in executive session).

14 PUBLIC COMMENTS – moved to this place during approval of the agenda

SCHNABEL – 1) Universal garbage service in Haines, 2) financial realities of owning a trailer park and dealing with garbage, and 3) Chamber of Commerce sharing borough's fair booth.

DENKER – Thanked **CASE** for expanding the scope of committee membership qualifications.

11.C. NEW BUSINESS/Other New Business ---continued---

3. Executive Session – UPDATE ON NELSON LAWSUIT

Motion: **LAPHAM** moved to "go into executive session as allowed by AS 44.62.310(c)(1) and Haines Borough Charter Section 18.03 to receive a update from the borough attorney on the Nelson administrative appeal; this matter qualifies for executive session because a public discussion may adversely affect the finances of the borough and/or the borough's legal position; the borough manager and borough attorney are requested to attend." The motion carried unanimously.

Present: Mayor Hill; Assembly Members Lapham, Jackson, Waterman, Case, and Berry; and Borough Manager David Sosa. The executive session convened at 8:23pm and ended at 8:28pm.

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

CASE – 1) Public documents are available on the website, and 2) questions and issues are sometimes brought up by citizens during public comments who then leave; they may be addressed during the meeting but since they are not there to hear, they claim they were ignored; too bad there is not a mechanism for responding during the public comments time.

JACKSON – 1) Frustrated because **GREGG** brought a bunch of questions that should have been brought to the Port & Harbor Advisory Committee, and he left without leaving the list of questions.

LAPHAM – Many of the questions have been addressed multiple times and they continue to be asked.

16. ADJOURNMENT – 8:35 p.m.

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

ATTEST:

Janice Hill, Mayor

Julie Cozzi, MMC, Borough Clerk



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 15-581

Assembly Meeting Date: 7/28/15

Business Item Description:	Attachments:
Subject: Harbor Fee Schedule Revision	1. Ordinance 15-06-415 - Current Draft 2. PHAC 7/9/15 Recommendations 3. PHAC 4/27/15 Request 4. Harbormaster Recommendation with SE Alaska Comparisons
Originator: Port & Harbor Advisory Committee	
Originating Department:	
Date Submitted: 6/3/15	

Full Title/Motion:
Motion: Adopt Ordinance 15-06-415.

Administrative Recommendation:
The borough manager and harbormaster recommend this.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ none	\$ n/a	\$ n/a	Increased Revenue for Harbors

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives:	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>The existing Harbor Fee Schedule was adopted on 6/12/12 via Ordinance 12-05-292. The Port & Harbor Advisory Committee recommends a revision of certain fees. Additionally, staff recommends removal of the penalties and non-compliance fees since harbor-related fines are to become a part of the new minor offenses fine table through the state court system. To avoid a gap between when the harbor fee schedule is revised and the adoption of the minor offenses ordinance, that change is proposed to have a later effective date than the rest of the harbor fee schedule revisions.</p>

Referral:	
Referred to: Port & Harbor Advisory Committee	Referral Date: 6/23/15
Recommendation: Sub Ord removing fee for transient boats doing biz	Meeting Date: 6/25/15

Assembly Action:	
Meeting Date(s): 6/23, 7/14, 7/28/15	Public Hearing Date(s): 7/14, 7/28/15
	Postponed to Date:

HAINES BOROUGH
ORDINANCE No. 15-06-415 **Draft**

An ordinance of the Haines Borough adopting a revised fee schedule for harbor facility usage.

WHEREAS, the Haines Borough owns and operates the Portage Cove Harbor and the Letnikof Cove Harbor; and

WHEREAS, the Borough Assembly establishes rates, fees, and penalties for Haines Borough harbor facilities; and

WHEREAS, Haines Borough Code, section 2.12.020(B), requires fines and penalties be provided by ordinance,

NOW THEREFORE BE IT ENACTED, by the Haines Borough Assembly, that the following Harbor Fee Schedule is hereby adopted by ordinance.

Section 1. Classification. This ordinance is not of a general and permanent nature and shall not become a part of the Haines Borough Code of Ordinances.

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 2. Effective Date. This ordinance shall become effective immediately upon adoption with the exception of the "Penalties" and the "Boat Launch Ramp Use" non-compliance fee which shall become effective immediately upon adoption of Ordinance 15-06-413 provided that ordinance includes penalties pertaining to harbor violations.

Section 3. Purpose. To adopt, via ordinance, the following revised Harbor Fee Schedule:

Haines Borough – Harbor Fee Schedule

(See HBC Title 16 for regulations and more information)

~~1.~~ Transient Boat Moorage Fees

Short-term (less than two weeks)	\$-50 .55 per lineal foot per day*
Long-term (two weeks and longer)	\$5-00 5.50 per lineal foot per month*

Winter Rates – From October 1 through March 31, transient moorage vessels qualify for winter rates: one-half the amount that the vessel would ordinarily be charged. To qualify vessel must be up-to-date on all Port and Harbor Fees and pay for the winter moorage rate in advance.

* Transient moorage which must be invoiced will be charged at twice the normal rate (HBC 16.16.050).

~~2.~~ Boat Launch Ramp Use Fees

Annual Launch Ramp Sticker – Recreational Vessel	\$60.00 per trailer per year
Daily Launch Ramp Use Fee	\$15.00 per trailer per day
Non-Compliance Fee	\$60.00 per violation

3. Live-Aboard Fees

1 to 14 days	No charge other than the regular moorage rate
Over 14 days (prohibited October 15 th to April 1 st)	\$70.00 per month in addition to the regular moorage rate

4. Conducting Business from Any Vessel in the Harbor

Transient Vessel	\$10.00 per day (plus a borough business license and collection of sales tax)
Permanent Stall Vessels and Permanent Open Moorage Vessels	\$0 per day but must have a borough business license & collect sales tax
Non-Compliance Fee	\$50.00 per violation

5. Boat Houses, Floats, Scows, Barges, Pile Drivers, and Dredges

These vessels are allowed only on a temporary basis at the harbormaster’s discretion and, when allowed, are assessed a fee twice the rate of other vessels. Note: Living aboard is not allowed on these vessels and watercraft.

6. Seaplane Moorage Fees

Open Moorage	Fee
Less than 3 hours	No charge
3 to 24 hours	\$15.00
Each additional 24-hour period or fraction thereof	\$15.00

7. Electrical Connection and Service Rates

Connection Costs (permanent stalls or open moorage) <i>Paid to the local utility</i>	Actual cost of connection (boat owner makes the arrangements with the local utility and pays them directly)
Service Fee (all vessels utilizing electrical service) <i>Paid to the borough</i>	\$10.00 per day
Service Fee (utilizing 240 service)	\$20.00 per day
Annual Service Maintenance fee (if Electrical service is activated)	\$15.00 annual

8. Harbor Crane Use

Annual Crane Use Permit (not available for transient vessels)	\$50.00 per year
Transient Vessels	\$20.00 per hour

9. Letnikof Cove Harbor Moorage

Special Joint-Use Permit Fees

(only for boat harbor stall renters who are paid current)

Length of Vessel	Annual Fee
Up to 24 feet	\$75.00
25 Up to 40 feet	\$100.00
41 to 60 feet	\$125.00
61 to 80 feet	\$150.00
Over 80 feet	\$200.00

Regular Use Permit Fees

(for vessels without a boat harbor stall OR stall renters who are not paid current)

Short-term (less than two weeks)	\$.50 .55 per lineal foot per day
Long-term (two weeks and longer)	\$5.00 5.50 per lineal foot per month

10. Miscellaneous Fees

Grid Use	\$15.00 min or \$.50 per ft per tide cycle
Harbor Staff Labor (8-5 Monday-Saturday)	\$40.00 per hour (one hour minimum)
Harbor Staff Labor (After regular hours)	\$80.00 per hour (one hour minimum)
Tie-up Fee	\$20.00 per time plus cost of line (Harbor staff time not included)
Fee to Move a Boat	\$50.00 per time
Waitlist Fee	\$25.00 (first year) and \$10.00 per year thereafter
Seniority Transfer list Fee	\$10.00 per year
Pump Fee	\$20.00 per hour
Portable Electric Generator Fee	\$20.00 per day
Upland Storage Fee	\$.20 per square foot per month
<u>Boat Stand Fee</u>	<u>\$2.50 per month or portion of a month</u>

11. Hazardous Waste Disposal

Motor Oil	Free <u>Included in moorage fees</u>
Hydraulic Oil	Free <u>Included in moorage fees</u>
Diesel	Free <u>Included in moorage fees</u>
Gasoline	Free <u>Included in moorage fees</u>
Antifreeze	Free <u>Included in moorage fees</u>
Oil filters and Oiled Rags	Free <u>Included in moorage fees</u>
Paint	Free <u>Included in moorage fees</u>
Hazardous Materials Not Listed From Vessel	Free <u>Included in moorage fees</u>

~~12. Penalties for Violations~~ (see Section 2, Effective Date)

First Violation	\$50.00
Second Violation	\$100.00
Third Violation And Any there After	\$150.00

~~13. Permanent Open Moorage Vessels~~

Long-term vessels with no permanent stall that meet the conditions outlined in HBC 16.16.105(A) shall qualify for rates equal to the regular moorage rate for their size vessel (see #14 - *Annual Moorage Rates*). If the conditions are not met, transient rates apply (see #1 – *Transient Boat Moorage Fees*).

Permanent stall renters that have a second commercial vessel and meet the conditions outlined in HBC 16.16.105(A) shall qualify for rates equal to the regular moorage rate for their size vessel (see #14 - *Annual Moorage Rates*) provided the permanent stall fee is paid. If the conditions are not met, transient rates apply (see #1 – *Transient Boat Moorage Fees*), and from April 1st through September 30th these vessels shall be charged the long-term transient moorage rate.

14. Annual Moorage Rates

Length (feet)	10/1/12 to 9/30/13	10/1/13 to 9/30/14	10/1/14 to 9/30/15	10/1/15 to 9/30/16	10/1/16 to 9/30/17	10/1/17 to 9/30/18	10/1/18 to 9/30/19	10/1/19 to 9/30/20
	(\$18/ft up to 40 ft; \$24/ft over 40 ft)	(\$19/ft up to 40 ft; \$25/ft over 40 ft)	(\$20/ft up to 40 ft; \$26/ft over 40 ft)	(\$21/ft up to 40 ft; \$27/ft over 40 ft)	(\$22/ft up to 40 ft; \$28/ft over 40 ft)	(\$23/ft up to 40 ft; \$29/ft over 40 ft)	(\$25/ft up to 40 ft; \$31/ft over 40 ft)	(\$26/ft up to 40 ft; \$32/ft over 40 ft)
15	\$270	\$285	\$300	\$315	\$330	\$345		
16	\$288	\$304	\$320	\$336	\$352	\$368		
17	\$306	\$323	\$340	\$357	\$374	\$391		
18	\$324	\$342	\$360	\$378	\$396	\$414		
19	\$342	\$361	\$380	\$399	\$418	\$437		
20	\$360	\$380	\$400	\$420	\$440	\$460		
21	\$378	\$399	\$420	\$441	\$462	\$483		
22	\$396	\$418	\$440	\$462	\$484	\$506		
23	\$414	\$437	\$460	\$483	\$506	\$529		
24	\$432	\$456	\$480	\$504	\$528	\$552		
up to 25	\$450	\$475	\$500	\$525	\$550	\$575	\$625	\$650
26	\$468	\$494	\$520	\$546	\$572	\$598	\$650	\$676
27	\$486	\$513	\$540	\$567	\$594	\$621	\$675	\$702
28	\$504	\$532	\$560	\$588	\$616	\$644	\$700	\$728
29	\$522	\$551	\$580	\$609	\$638	\$667	\$725	\$754
30	\$540	\$570	\$600	\$630	\$660	\$690	\$750	\$780
31	\$558	\$589	\$620	\$651	\$682	\$713	\$775	\$806
32	\$576	\$608	\$640	\$672	\$704	\$736	\$800	\$832
33	\$594	\$627	\$660	\$693	\$726	\$759	\$825	\$858
34	\$612	\$646	\$680	\$714	\$748	\$782	\$850	\$884
35	\$630	\$665	\$700	\$735	\$770	\$805	\$875	\$910
36	\$648	\$684	\$720	\$756	\$792	\$828	\$900	\$936
37	\$666	\$703	\$740	\$777	\$814	\$851	\$925	\$962
38	\$684	\$722	\$760	\$798	\$836	\$874	\$950	\$988
39	\$702	\$741	\$780	\$819	\$858	\$897	\$975	\$1014

Haines Borough
Ordinance No. 15-06-415
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Length (feet)	10/1/12 to 9/30/13	10/1/13 to 9/30/14	10/1/14 to 9/30/15	10/1/15 to 9/30/16	10/1/16 to 9/30/17	10/1/17 to 9/30/18	10/1/18 to 9/30/19	10/1/19 to 9/30/20
	(\$18/ft up to 40 ft; \$24/ft over 40 ft)	(\$19/ft up to 40 ft; \$25/ft over 40 ft)	(\$20/ft up to 40 ft; \$26/ft over 40 ft)	(\$21 22 /ft up to 40 ft; \$27 28 /ft over 40 ft)	(\$22 23 /ft up to 40 ft; \$28 29 /ft over 40 ft)	(\$23 24 /ft up to 40 ft; \$29 30 /ft over 40 ft)	(\$25/ft up to 40 ft; \$31/ft over 40 ft)	(\$26/ft up to 40 ft; \$32/ft over 40 ft)
40	\$960	\$760	\$800	\$840	\$880	\$920	\$1000	\$1040
41	\$984	\$1,025	\$1,066	\$1,107	\$1,148	\$1,189	\$1271	\$1312
42	\$1,008	\$1,050	\$1,092	\$1,134	\$1,176	\$1,218	\$1302	\$1344
43	\$1,032	\$1,075	\$1,118	\$1,161	\$1,204	\$1,247	\$1333	\$1376
44	\$1,056	\$1,100	\$1,144	\$1,188	\$1,232	\$1,276	\$1364	\$1408
45	\$1,080	\$1,125	\$1,170	\$1,215	\$1,260	\$1,305	\$1395	\$1440
46	\$1,104	\$1,150	\$1,196	\$1,242	\$1,288	\$1,334	\$1426	\$1472
47	\$1,128	\$1,175	\$1,222	\$1,269	\$1,316	\$1,363	\$1457	\$1504
48	\$1,152	\$1,200	\$1,248	\$1,296	\$1,344	\$1,392	\$1488	\$1536
49	\$1,176	\$1,225	\$1,274	\$1,323	\$1,372	\$1,421	\$1519	\$1568
50	\$1,200	\$1,250	\$1,300	\$1,350	\$1,400	\$1,450	\$1550	\$1600
51	\$1,224	\$1,275	\$1,326	\$1,377	\$1,428	\$1,479	\$1581	\$1632
52	\$1,248	\$1,300	\$1,352	\$1,404	\$1,456	\$1,508	\$1612	\$1664
53	\$1,272	\$1,325	\$1,378	\$1,431	\$1,484	\$1,537	\$1643	\$1696
54	\$1,296	\$1,350	\$1,404	\$1,458	\$1,512	\$1,566	\$1674	\$1728
55	\$1,320	\$1,375	\$1,430	\$1,485	\$1,540	\$1,595	\$1705	\$1760
56	\$1,344	\$1,400	\$1,456	\$1,512	\$1,568	\$1,624	\$1736	\$1792
57	\$1,368	\$1,425	\$1,482	\$1,539	\$1,596	\$1,653	\$1767	\$1825
58	\$1,392	\$1,450	\$1,508	\$1,566	\$1,624	\$1,682	\$1798	\$1856
59	\$1,416	\$1,475	\$1,534	\$1,593	\$1,652	\$1,711	\$1829	\$1888
60	\$1,440	\$1,500	\$1,560	\$1,620	\$1,680	\$1,740	\$1860	\$1920
61	\$1,464	\$1,525	\$1,586	\$1,647	\$1,708	\$1,769	\$1891	\$1952
62	\$1,488	\$1,550	\$1,612	\$1,674	\$1,736	\$1,798	\$1922	\$1984
63	\$1,512	\$1,575	\$1,638	\$1,701	\$1,764	\$1,827	\$1953	\$2016
64	\$1,536	\$1,600	\$1,664	\$1,728	\$1,792	\$1,856	\$1984	\$2048
65	\$1,560	\$1,625	\$1,690	\$1,755	\$1,820	\$1,885	\$2015	\$2080

Haines Borough
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Length (feet)	10/1/12 to 9/30/13	10/1/13 to 9/30/14	10/1/14 to 9/30/15	10/1/15 to 9/30/16	10/1/16 to 9/30/17	10/1/17 to 9/30/18	10/1/18 to 9/30/19	10/1/19 to 9/30/20
	(\$18/ft up to 40 ft; \$24/ft over 40 ft)	(\$19/ft up to 40 ft; \$25/ft over 40 ft)	(\$20/ft up to 40 ft; \$26/ft over 40 ft)	(\$21 22 /ft up to 40 ft; \$27 28 /ft over 40 ft)	(\$22 23 /ft up to 40 ft; \$28 29 /ft over 40 ft)	(\$23 24 /ft up to 40 ft; \$29 30 /ft over 40 ft)	(\$25/ft up to 40 ft; \$31/ft over 40 ft)	(\$26/ft up to 40 ft; \$32/ft over 40 ft)
66	\$1,584	\$1,650	\$1,716	\$1,782	\$1,848	\$1,914	\$2046	\$2112
67	\$1,608	\$1,675	\$1,742	\$1,809	\$1,876	\$1,943	\$2077	\$2144
68	\$1,632	\$1,700	\$1,768	\$1,836	\$1,904	\$1,972	\$2108	\$2244
69	\$1,656	\$1,725	\$1,794	\$1,863	\$1,932	\$2,001	\$2139	\$2208
70	\$1,680	\$1,750	\$1,820	\$1,890	\$1,960	\$2,030	\$2170	\$2224
71	\$1,704	\$1,775	\$1,846	\$1,917	\$1,988	\$2,059	\$2201	\$2272
72	\$1,728	\$1,800	\$1,872	\$1,944	\$2,016	\$2,088	\$2232	\$2304
73	\$1,752	\$1,825	\$1,898	\$1,971	\$2,044	\$2,117	\$2263	\$2336
74	\$1,776	\$1,850	\$1,924	\$1,998	\$2,072	\$2,146	\$2294	\$2368
75	\$1,800	\$1,875	\$1,950	\$2,025	\$2,100	\$2,175	\$2325	\$2400
76	\$1,824	\$1,900	\$1,976	\$2,052	\$2,128	\$2,204	\$2356	\$2432
77	\$1,848	\$1,925	\$2,002	\$2,079	\$2,156	\$2,233	\$2387	\$2464
78	\$1,872	\$1,950	\$2,028	\$2,106	\$2,184	\$2,262	\$2418	\$2496
79	\$1,896	\$1,975	\$2,054	\$2,133	\$2,212	\$2,291	\$2449	\$2528
80	\$1,920	\$2,000	\$2,080	\$2,160	\$2,240	\$2,320	\$2480	\$2560
81	\$1,944	\$2,025	\$2,106	\$2,187	\$2,268	\$2,349	\$2511	\$2592
82	\$1,968	\$2,050	\$2,132	\$2,214	\$2,296	\$2,378	\$2542	\$2624
83	\$1,992	\$2,075	\$2,158	\$2,241	\$2,324	\$2,407	\$2573	\$2656
84	\$2,016	\$2,100	\$2,184	\$2,268	\$2,352	\$2,436	\$2604	\$2688
85	\$2,040	\$2,125	\$2,210	\$2,295	\$2,380	\$2,465	\$2635	\$2720
86	\$2,064	\$2,150	\$2,236	\$2,322	\$2,408	\$2,494	\$2666	\$2752
87	\$2,088	\$2,175	\$2,262	\$2,349	\$2,436	\$2,523	\$2697	\$2784
88	\$2,112	\$2,200	\$2,288	\$2,376	\$2,464	\$2,552	\$2728	\$2816
89	\$2,136	\$2,225	\$2,314	\$2,403	\$2,492	\$2,581	\$2759	\$2848
90	\$2,160	\$2,250	\$2,340	\$2,430	\$2,520	\$2,610	\$2790	\$2880
91	\$2,184	\$2,275	\$2,366	\$2,457	\$2,548	\$2,639	\$2821	\$2912

Haines Borough
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Length (feet)	10/1/12 to 9/30/13	10/1/13 to 9/30/14	10/1/14 to 9/30/15	10/1/15 to 9/30/16	10/1/16 to 9/30/17	10/1/17 to 9/30/18	10/1/18 to 9/30/19	10/1/19 to 9/30/20
	(\$18/ft up to 40 ft; \$24/ft over 40 ft)	(\$19/ft up to 40 ft; \$25/ft over 40 ft)	(\$20/ft up to 40 ft; \$26/ft over 40 ft)	(\$21 22 /ft up to 40 ft; \$27 28 /ft over 40 ft)	(\$22 23 /ft up to 40 ft; \$28 29 /ft over 40 ft)	(\$23 24 /ft up to 40 ft; \$29 30 /ft over 40 ft)	<u>(\$25/ft up to 40 ft; \$31/ft over 40 ft)</u>	<u>(\$26/ft up to 40 ft; \$32/ft over 40 ft)</u>
92	\$2,208	\$2,300	\$2,392	\$2,484	\$2,576	\$2,668	\$2852	\$2944
93	\$2,232	\$2,325	\$2,418	\$2,511	\$2,604	\$2,697	\$2883	\$2976
94	\$2,256	\$2,350	\$2,444	\$2,538	\$2,632	\$2,726	\$2914	\$3008
95	\$2,280	\$2,375	\$2,470	\$2,565	\$2,660	\$2,755	\$2945	\$3040
96	\$2,304	\$2,400	\$2,496	\$2,592	\$2,688	\$2,784	\$2976	\$3072
97	\$2,328	\$2,425	\$2,522	\$2,619	\$2,716	\$2,813	\$3007	\$3104
98	\$2,352	\$2,450	\$2,548	\$2,646	\$2,744	\$2,842	\$3038	\$3136
99	\$2,376	\$2,475	\$2,574	\$2,673	\$2,772	\$2,871	\$3069	\$3168
100	\$2,400	\$2,500	\$2,600	\$2,700	\$2,800	\$2,900	\$3101	\$3200

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2015.

Janice Hill, Mayor

ATTEST:

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 06/23/15
Date of First Public Hearing: 07/14/15
Date of Second Public Hearing: 07/28/15



Haines Borough
HBPHAC BOARD
RECORD OF DECISION

DATE: 6-25-15

TO: Borough Assembly

FROM: HBPHAC Board

BOARD DECISION:

HBPHAC Recommends removing from 4. Conducting Business from Any Vessel in the Harbor...~~Transient vessel \$10.00 per day....~~ From Haines Borough-Harbor Fee Schedule Motion Norman, 2nd Terry..... passed unopposed 5-0

In attendance of meeting Norman Hughes, Terry Pardee, Don Turner.jr, Bill Rostad, Brad Badger.

RATIONALE:

It was brought to the attention of the HBPHAC that the Haines Borough Assembly asked about the removal of the transient vessel fee.

SUBMITTED BY _____Norman Hughes_____ (signature)



Haines Borough
PORT AND HARBOR ADVISORY COMMITTEE
RECORD OF DECISION

DATE: 9 July 15

TO: Borough Assembly

FROM: Port and Harbor Advisory Committee

COMMITTEE DECISION:

To remove the \$10.00 fee that transient vessels are required to pay for conducting business

RATIONALE:

This fee is rarely used & not needed.

SUBMITTED BY

Don Turner

(signature)



Haines Borough
BOROUGH ASSEMBLY
ACTION REQUEST

DATE: 4-27-15

TO: Borough Assembly

FROM: Haines Borough Ports and harbor Advisory Committee

BOARD ACTION:

Motion: Norman to finish Edits on fee schedule and submit to the Borough Assembly for their consideration. Bill1st, Don 2nd, passed 5-0

RATIONALE:

The HBPHAC has spent the last three Months reviewing the Harbor Fee Schedule (last updated in 2012). David Sosa met with the HBPHAC and recommended 6% cut in department budgets or increase revenues to offset the 6%. The Harbor committee focused on revenue increases and assigning vacant stalls to people on waiting list to help the budget.

Fee schedule recommendations from the HBPHAC

1# Transient moorage was increased 10%

9# Letnikof joint use permit fee, up to 24 feet was removed and up to 40 feet is the minimum fee class.

Transient moorage rate at Letnikof was raised 10%.

10# Miscellaneous fees, a new fee was listed for Boat stands that the Haines Borough is providing for safe storage of boats in parking lot if boat owners do not have their own. (Boat stands can also be purchased from the borough instead of renting)

11# Hazardous Waste disposal, is now included in the moorage fees as is garbage.

13# Winter rates, have been removed per harbormasters request.

14# Annual moorage rates, Moorage rates have been increasing a Dollar a foot since 2006. The HBPHAC recommended that for the moorage increase for 2016 would be two dollars a foot. Then back to a dollar a foot increase annually for the next four years.

A minimum boat length rate for stall rental was set at up to 25 feet.

Because that is the minimum length of boat stalls in the small boat harbor.

BOARD REQUEST:

The HBPHAC request the Haines Borough Assembly draft and introduce and pass an ordinance for an updated Harbor fee schedule and consider HBPHAC recommendations on the Harbor Fee Schedule.

SUBMITTED BY Norman Hughes Chair HBPHAC



Memo HARBOR

Date: June 11, 2015

To: David Sosa, Haines Borough Manager

From: Shawn Bell, Harbormaster

Re: Revised Harbor Fee Schedule

It is the recommendation of the Ports & Harbor Advisory Council (PHAC) and the Harbormaster that a revised harbor fee schedule, which is attached, be adopted.

Background

In 2012 our fee schedule was adopted with a minor change made in 2013. The 2012 fee schedule was adopted in order to slowly increase rates, year over year, and catch the Haines Harbor up to other Southeast Alaska Harbors. Transient daily moorage was set at \$.50 a linear foot and transient monthly moorage was set at \$5.00 a linear foot, these are fixed fees. Annual moorage in 2012 started at \$18.00 a linear foot for vessels 40' and under and \$24.00 a linear foot for vessels over 40'. This schedule has no vessel length minimum. The schedule was designed to increase \$1.00 per linear foot each moorage year.

Other Southeast AK Harbors

I have attached a breakdown of moorage rates for other Southeast Alaska Harbors. It can be difficult to compare apples to apples when comparing harbors and rates. Harbor size, services, and location differ greatly as well the breakdown of other harbor fee schedules. The numbers that I provided gives the price to moor a 25' vessel, the new proposed minimum for annual moorage, at the daily rate, monthly rate, and annual rate. The moorage rate that is used for the Haines Harbor is based on the proposed fee schedule.

Why the Increase

It is evident, from the attached fee schedule comparison, that the Haines Harbor is still one of the cheapest places to moor a vessel. It is also evident that the Haines Harbor does not take in enough revenue to cover its yearly budget. It, however, is not my opinion that the harbor should be able to stand on its own without community support. The community benefits greatly from the harbor and the two financially depend on one another. We can close the gap slightly though by reasonably increasing the fees while still staying at a competitive price.

SOUTHEAST ALASKA MOORAGE COMPARISON

(All prices based on a 25' vessel)

Haines Harbor:

Daily Trans. – \$13.75

Monthly Trans. - \$137.50

Annual - \$550.00

Ketchikan Harbor:

Daily Trans. - \$14.75

Monthly Trans. - \$151.75

Annual – Within City \$574.50, Outside City \$689.50

Skagway Harbor:

Daily Trans. - \$8.75

Monthly Trans. - \$87.50

Annual - \$325.00

Sitka Harbor:

Daily Trans. - \$22.84

Monthly Trans. - \$392.18

Annual - \$882.00

Juneau Harbor:

Daily Trans. - \$14.44

Monthly Trans. - \$111.56

Annual - \$1275.00

Petersburg Harbor:

Daily Trans. - \$13.25

Monthly Trans. - \$159.00

Annual - \$901.00

Wrangell Harbor:

Daily Trans. - \$10.70

Monthly Trans. - \$93.62

Annual - \$668.75

Hoonah Harbor:

Daily Trans. - \$12.50

Monthly Trans. - \$75.00

Annual - \$600.00

Craig Harbor:

Daily Trans. - \$13.13

Monthly Trans. - \$105.00

Annual - \$413.44



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 15-585

Assembly Meeting Date: 7/28/15

Business Item Description:	Attachments:
Subject: Amend Title 16 to Change the Composition of the Port and Harbor Advisory Committee	1. Ordinance 15-07-416 2. GAS Recommendation 3. PHAC Recommendations 4. Memo from Harbormaster
Originator: GAS Committee (in response to citizen input)	
Originating Department:	
Date Submitted: 5/13/15	

Full Title/Motion:
 The assembly already scheduled the second hearing for 8/11/15. No motion is needed now unless the second hearing date needs to change or some other action is desired.

Administrative Recommendation:

Fiscal Impact:		
Expenditure Required	Amount Budgeted	Appropriation Required
\$ 0	\$ n/a	\$ n/a

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

Summary Statement:
 The Government Affairs and Services Committee recommends this ordinance that would eliminate the requirement for certain members of the Port and Harbor Advisory Committee to own a commercial vessel or noncommercial vessel to be appointed. The ordinance also removes language referring to ownership of a tariff-regulated company. The committee met in response to a request from resident Mike Denker, who wrote a paper, "Equal Protection and Property Qualifications for Appointment to the Haines Borough Port and Harbor Advisory Committee" that is available on the Borough website or from the clerk's office.

 The Port and Harbor Advisory Committee and the Harbormaster also reviewed this ordinance and made other recommendations (attached).

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

Assembly Action:	
Workshop Date(s):	Public Hearing Date(s): 7/28, 8/11/15
Meeting Date(s): 7/14, 7/28/15	Tabled to Date:

An Ordinance of the Haines Borough amending Haines Borough Code Title 16 Section 16.08.010 to change the composition of the Port and Harbor Advisory Committee.

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 16.08.010. Section 16.08.010 of the Haines Borough Code is hereby amended as follows:

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

16.08.010 Government of borough port and harbor facilities.

A. The governance of borough port and harbor facilities and all additions and improvements thereto, whether or not contiguous to the present facilities, shall be under the exclusive jurisdiction of the Haines Borough, its assembly, and its administration.

B. There shall be a seven-member port and harbor advisory committee comprised of ~~three~~ **two representatives with** commercial vessel owners **experience**, two **representatives with** noncommercial vessel owners **experience**, one **representative with** tariff-regulated company owner or representative **experience**, and a **two** community members at large ~~who has a business related to harbor activities~~. Such appointments shall serve staggered terms of two years, and all appointments to the committee shall be made according to the provisions of HBC 2.60.055. Members shall serve until their successors have been confirmed by the assembly. There shall be no pay for committee membership. The committee shall organize itself and function according to the provisions of Chapter 2.60 HBC. The assembly may appoint a liaison who shall serve in an ex officio capacity and shall assist the committee administratively.

C. The port and harbor advisory committee shall deliberate over matters concerning the construction, improvement, maintenance, use, operation, and regulation of borough port and harbor facilities, and make recommendations regarding these issues to the assembly, either directly or through the manager or harbormaster.

D. The port and harbor advisory committee shall otherwise conduct its meetings and activities in accordance with Chapter 2.60 HBC.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ____ DAY OF _____, 2015.

ATTEST:

Janice Hill, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 07/14/15
Date of First Public Hearing: 07/28/15
Date of Second Public Hearing: 08/11/15

Government Affairs & Services Committee
May 13, 2015 Assembly Chambers 5:30 pm

Meeting Chaired by Assembly Member Dave Berry
Report by: Assembly Member Diana Lapham

Attendance

Other Committee Members: Assembly Members Diana Lapham, Ron Jackson and George Campbell
Others: Assembly Member Mike Case, Mike Denker, Dana Hallett, and Don Turner

Issue: Equal Protection & Property Qualification for Appt to Port & Harbor Advisory Committee

Discussion/Action: Motion was made to refer to staff for handling the following change to borough code. The motion carried 3-1 with Berry, Lapham, and Campbell for it and Jackson opposed.

Change the ordinance 16.08.010(B) to reflect a change in seats as follows:

B. There shall be a seven-member port and harbor advisory committee comprised of ~~three~~ **two representatives with** commercial vessel owners **experience**, two **representatives with** noncommercial vessel owners **experience**, one **representative with** tariff-regulated company owner or representative **experience**, and a **two** community members at large ~~who has a business related to harbor activities~~. Such appointments shall serve staggered terms of two years, and all appointments to the committee shall be made according to the provisions of HBC 2.60.055. Members shall serve until their successors have been confirmed by the assembly. There shall be no pay for committee membership. The committee shall organize itself and function according to the provisions of Chapter 2.60 HBC. The assembly may appoint a liaison who shall serve in an ex officio capacity and shall assist the committee administratively.

The committee wants the new composition to not affect the existing board, but rather only future appointments.



Haines Borough
HBPHAC BOARD
RECORD OF DECISION

DATE: 6-25-15

TO: Borough Assembly

FROM: HBPHAC Board

BOARD DECISION: Motion.....HBPHAC Recommends to the Haines Borough Assembly, HBC Title **16.08.010 Government of borough port and harbor facilities *be changed to*.....**B. There shall be a seven-member port and harbor advisory committee comprised of, three **with 3 years** commercial vessel **experience owners**, two **with 3 years** noncommercial vessel **experience owners**, one **with** tariff regulated company **experience owner or representative**, and a community member at large who has a **experience with** business related to harbor activities.

Main Motion Norman, second Bill Passed 5-0

B. There shall be a seven-member port and harbor advisory committee comprised of, three **with** commercial vessel **experience owners**, two **with** noncommercial vessel **experience owners**, one **with** tariff regulated company **experience owner or representative**, and a community member at large who has a **experience with** business related to harbor activities.

Amendment to main motion.....Don, second Terry passed 5-0

Add requirement of 3 years to commercial vessel and non commercial vessel.

In attendance of meeting Norman Hughes, Terry Pardee, Don Turner.jr, Bill Rostad, Brad Badger.

RATIONALE:

A request for a HBPHAC opinion on title 16 committee qualifications by the GAS committee of the Haines Borough Assembly has generated this motion to the Haines Borough Assembly. The HBPHAC is an active and engaged committee. The Haines Harbor is a working waterfront and reducing commercial and business seats on the committee as suggested by GAS committee was not endorsed by the HBPHAC. The recommendation of replacing the word owners with experience was approved. The committee feels that experience related to Ports and Harbors is a reasonable requirement. Adding the requirement of 3 years for commercial and non-commercial should be considered by the assembly when and if they amend title 16.

SUBMITTED BY ____Norman Hughes_____ (signature)



Haines Borough
PORT AND HARBOR ADVISORY COMMITTEE
RECORD OF DECISION

DATE: 9 July 15

TO: Borough Assembly

FROM: Port and Harbor Advisory Committee

COMMITTEE DECISION: Ports & Harbors Composition:

Committee recommends that the members remain at 3 commercial, 2 non commercial, 1 tariff, & 1 at-large. Recommend that ownership is removed & 3 years experience is put in its place.

RATIONALE:

Keep membership the same so that the users are accurately represented.

Change from ownership to experience so ~~that~~ those that understand how ports & harbors ~~operate~~ operate are apart of the committee.

SUBMITTED BY Don Terrell (signature)

memo

Haines Borough

To: Borough Assembly
From: Shawn Bell
CC: David Sosa
Date: 6/4/2015
Re: Equal Protection & Property Qualification for Apt to Port & Harbor Advisory Committee

Comments: I have reviewed the proposed changes to the make-up of the Ports & Harbor Advisory Committee (PHAC) and I would like to recommend a few changes be made to this document. I disagree that a commercial vessel representative should lose a seat and it be transferred over to the community at large position. The majority of the harbor customers are from commercial vessels and so I believe they should have a larger representation. I would like to suggest making a change to the member requirements as well. The commercial and non-commercial members should either be vessel owners or have a minimum of 3 years of vessel operating experience. This way, a retired commercial fisherman could still participate and give valuable input. I also believe that the community member at large seat should have either a business related to harbor activities or a minimum of 3 years port and harbor related experience. Thank you for your time in considering this matter.

Shawn Bell
Haines Harbormaster



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 15-584Assembly Meeting Date: 7/28/15

Business Item Description:	Attachments:
Subject: Amend Title 2 Personnel Code to Match the Union Agreement re. Leave and Various Descriptions	1. Ordinance 15-07-417 2. Collective Bargaining Agreement, effective 7/1/13
Originator: Borough Assembly	
Originating Department:	
Date Submitted: Late 2013	

Full Title/Motion:

The assembly already scheduled the second hearing for 8/11/15. No motion is needed now unless the second hearing date needs to change or some other action is desired.

Administrative Recommendation:

The borough manager recommends this ordinance.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required
\$ 0	\$ n/a	\$ n/a

Comprehensive Plan Consistency Review:

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

Since the adoption of the current Collective Bargaining Agreement (CBA) in mid-2013, borough code amendments have been needed. During contract negotiations, the borough recommended conversion of the employee leave system from annual/sick/personal to a combined personal leave, and that was approved by the union and the assembly. Since the Title 2 personnel code governs those employees who are not in the union, the assembly asked staff to work on an ordinance to bring code and the CBA into line wherever possible. Staff has been working on a comprehensive rewrite of the personnel code but has decided to bring a partial code revision ordinance at this time in order to address some of the biggest areas of discrepancy. The more comprehensive ordinance will come to the assembly as soon as possible. This ordinance has been drafted and thoroughly reviewed by the manager, clerk, finance director, and payroll clerk.

Referral:

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

Assembly Action:

Workshop Date(s):	Public Hearing Date(s): 7/28, 8/11/15
Meeting Date(s): 7/14, 7/28/15	Tabled to Date:

AN ORDINANCE OF THE HAINES BOROUGH AMENDING BOROUGH CODE CHAPTER 2.76; SUBSECTION 2.82.050(B); CHAPTERS 2.84, 2.86, AND 2.88; AND SECTION 2.92.010 TO CHANGE TO A COMBINED LEAVE SYSTEM AND CLARIFY VARIOUS OTHER REQUIREMENTS AND DESCRIPTIONS.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

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

Section 4. Amendment of Chapter 2.76. Chapter 2.76 of the Haines Borough Code is hereby amended to read as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE ADDITIONS
STRIKETHROUGH ITEMS ARE DELETED

**Chapter 2.76
CONDITIONS OF BOROUGH EMPLOYMENT**

Sections:

- 2.76.010 ~~Permanent.~~ **Regular.**
- 2.76.020 Temporary.
- 2.76.030 Probation ~~ary.~~
- 2.76.040 Regular work day – Scheduled hours of work.
- 2.76.045 Designated work week.
- 2.76.050 Regular work week.
- 2.76.060 Work week for shift employees.
- 2.76.065 Police and fire department scheduled work week and hours.
- 2.76.070 Regular overtime.
- 2.76.085 Flexible time.
- 2.76.090 Holiday overtime.
- 2.76.095 Travel time.
- 2.76.100 Exceptions.
- 2.76.105 Standby time.
- 2.76.110 Call out time.
- 2.76.115 Swing shift pay differential.
- 2.76.120 Graveyard shift pay differential.
- 2.76.130 Uniforms.
- 2.76.140 Exception – Terms of hire.
- 2.76.150 Paydays.
- 2.76.160 Payroll deductions.
- 2.76.170 Recognized holidays.
- 2.76.180 Reserved.
- 2.76.190 Holidays falling on Saturday or Sunday.
- 2.76.200 Other employment.
- 2.76.205 Duplicate benefits prohibited.
- 2.76.210 Training.
- 2.76.220 Performance evaluation.
- 2.76.230 Physical examination.

2.76.010 Permanent Regular.

Except where a collective bargaining agreement provides otherwise, permanent **Regular** appointments are made to positions which are considered to be a part of the regular complement needed for performing borough services. **A probationary period is required for regular appointments. The position is expected to continue into the indefinite future.**

A permanent **regular** employee may be either:

A. **Regular** Full-Time. Where the **position** work involved **totals at least 30** 35 to 40 hours a week on a regular basis;

B. **Regular** Part-Time. Where the **position** work involved is to be done during a portion of a work day, or work week, and totals less than 35 **30** hours a week on a regular basis. **Such work may be of an irregular nature such as short shifts at various times and on various days of the week.**

C. Seasonal. **A position w**Where the work involved is **intended to be for a specific period of time each year (less than six months or 1040 hours each year). A seasonal employee is hired for an indefinite period and is not temporary.** seasonal (less than nine months each year), the employee is hired for an indefinite period and is not a temporary employee.

D. If approved by the manager, an employee may hold more than one position at a time. Combining positions will not be approved if it will result in the employee working more than forty (40) hours in a week on a regular basis.

2.76.020 Temporary.

~~A temporary employee is an employee hired as interim replacement, or for temporary work, on a predetermined work schedule which does not extend beyond one year. A temporary employee may be separated from the service, demoted, or suspended with or without cause in the full discretion of the hiring authority. If employees hired on a temporary basis become permanent employees, they are entitled to sick leave and annual leave accruals retroactive to their date of hire and effective on the day they become permanent. **A temporary appointment means an appointment for a period shorter than one year. During the temporary appointment, the employee is an at-will employee and can be disciplined, demoted, dismissed or separated from their position for any reason with or without just cause and without recourse to the grievance procedure.**~~

2.76.030 Probation ary.

A. Defined. A probationary appointment is one in which the position is considered to be a part of the regular complement needed for performing borough services and the employee is, whether by original appointment or promotion, serving a probationary period. All appointments and promotions to positions in the borough service, as well as former employees who are rehired, shall be on a probationary basis for one year except where a collective bargaining agreement provides otherwise. During the probationary period, an employee may be terminated and a promoted employee may be returned to the position from which the employee was promoted or an equivalent one, at the discretion of the appointing authority.

B. Probationary Period Objective. The probationary period shall be utilized to closely observe the person's work, secure the most effective adjustment of the person to the position, and reject any whose performance does not meet the required job description standards.

C. Probationary Period Duration. Except as provided in subsection (E), all persons hereinafter appointed to fill permanent positions shall be subject to a probationary period of one year. For each period of leave without pay totaling 23 working days or more, the probationary period shall be increased by 30 days. Hours served in a temporary position shall be counted as part of the probationary period. Before a probationary period expires, the manager may authorize an extension of the probation period.

D. A person who is promoted prior to the completion of the probationary period to a higher level position shall complete the probationary period in the lower position by service in

the higher position and shall be considered as having permanent status in the lower level position at the end of the applicable probationary period.

E. Each person appointed to fill a position as a peace officer shall be subject to a probationary period of one year, and, if then not certified by the Alaska Police Standards Council, the probationary period shall continue until such certification.

F. Performance Evaluation Report. Upon completion of the probationary period, the borough officer or department head shall, in writing, report an evaluation of the employee's performance to the manager.

G. Dismissal During Probationary Period. At any time during a probationary period, an employee, other than an employee holding permanent status at the time of the probationary appointment, may be dismissed from service at the discretion of the manager upon prior written notice and without right of hearing or appeal. At any time during a probationary period, a borough officer, other than a borough officer holding permanent status at the time of the probationary appointment, may be dismissed from service at the discretion of the borough assembly upon prior written notice and without right of hearing or appeal. A statement containing the reasons for the dismissal shall be filed with the clerk at the time the notice is given.

A. During the probationary period the individual demonstrates their ability and fitness to perform their job. During the probationary period, the employee is an at-will employee and can be disciplined, demoted, dismissed or separated from their position for any reason with or without just cause and without recourse to the grievance procedure. The probationary period varies from six months for some classes of positions to 12 months for others. Probation does not apply to a temporary appointment.

B. Regular appointment to a position shall be made only upon satisfactory completion of the probationary period. Unless action is taken by the department manager or director with the approval of the borough manager to dismiss, separate or demote the employee or to request extension of the probationary period prior to the end of the probationary period, the appointment shall become a regular appointment and the employee shall become an employee with regular status on the first working day following completion of the probationary period.

C. The probationary period of an employee may be extended for a period of time usually not to exceed three months. Notice of such extension and the reasons for it shall be given in writing to the employee prior to the end of the established probationary period.

2.76.040 Regular work day – Scheduled hours of work.

The regular work day shall consist of eight hours. Each borough officer and department head shall establish the scheduled hours of work for employees within their respective departments. Such hours, for full-time employees, shall not be less than the minimum hours as hereinafter provided and shall, where practicable, be uniform for all employees assigned to perform the same or similar duties. Each borough officer and department head shall establish rules and regulations governing the rotation of work among employees who, by the nature of their work, are required to work on weekends or at times other than the normal workday.

2.76.045 Designated work week.

For the purposes of figuring overtime hours, the borough recognizes Monday through Sunday as its "designated" work week.

2.76.050 Regular work week.

The regular work week shall consist of five regular work days, totaling 40 hours. The manager has the authority to stagger or change the work week and hours whenever it is in the borough's interest to do so. This does not include the police or fire departments as covered in HBC 2.76.065.

2.76.060 Work week for shift employees.

Shift employees shall have the sixth and seventh days designated as regular days off. Work schedules for shift employees shall be posted by the twenty-fifth of the month covering the succeeding month. This does not include the police or fire departments as covered in HBC 2.76.065.

2.76.065 Police and fire department scheduled work week and hours.

No minimum work week applies to police officers and the full-time paid firefighters because the scheduled days of work are subject to frequent change. However, the chief of police and fire chief will prepare a work schedule for their employees in a manner so that each employee is scheduled to work in keeping with the provisions of the Fair Labor Standards Act. Schedules and record keeping shall be performed as required by the Fair Labor Standards Act and state law. A copy of all records shall be filed with the chief fiscal officer. The use of flexible shifts is encouraged.

2.76.070 Regular overtime.

When mandated by state or federal law, and sSubject to HBC 2.76.100, work performed in excess of a 40-hour work week shall be paid for at the rate of one and one-half times the normal rate ~~unless preempted by the special provisions allowed under the FLSA for police and fire personnel~~. Overtime must be approved by the manager or department head as appropriate.

2.76.085 Flexible time.

The manager shall have the authority to authorize flexible work periods, including, but not limited to, scheduled hours during the work day and work week, subject to the provisions of the FLSA.

2.76.090 Holiday overtime.

Except where a collective bargaining agreement provides otherwise:

A. Employees not required to work on holidays (see HBC 2.76.170) shall receive straight-time pay for the holiday.

B. Employees required to work on holidays ~~shall be given~~ **may request** a substitute day to be scheduled with their supervisor in lieu of the holiday worked.

C. All personnel are excused from work on the holidays specified in HBC 2.76.170 except those persons who, because of the nature of their work, are required to work on holidays.

D. Administrative departments, which by the nature of their duties require holiday work, shall establish rules and regulations governing the rotation of work on holidays among their personnel. These rules shall be posted where personnel can see them. A copy of the same shall be filed with the clerk and chief fiscal officer.

2.76.095 Travel time.

A. Home-to-Work Travel. Home-to-work travel is not compensable because an employee is not at work until the employee reaches the work site.

B. Travel in the Same Day. Employees who travel from and return to the work site in one day will be paid for all travel time in addition to any work time, with the exception of meal periods. If employees work and travel less than eight hours in one day, they will be paid for actual work and travel time only.

C. Out-of-Town Travel. Employees who travel out of town overnight will be paid for time spent traveling (except for meal periods) during their normal working hours on their nonworking days, such as Saturday, Sunday and holidays, as well as on their regular working days. During these days, normal working hours will be 8:00 a.m. to 5:00 p.m. Time spent traveling as a passenger outside of normal working hours is not considered work time. The department head may schedule an employee returning from overnight travel status to work a regularly scheduled work shift within the same day. An employee returning from travel who is

not scheduled to work a regularly scheduled shift on the same day will be paid for travel time and any out-of-town time only on that day.

D. General Policies.

1. Overtime will be paid as required by code and applicable law.

2. The day following a travel day is a separate work day. An employee may be scheduled to work a regular shift any time after midnight of the day following a travel day; provided, that the work shift begins more than eight hours after the employee's return from travel status.

3. These travel pay requirements do not apply to salaried employees. Salaried employees will not be paid for travel time in addition to their base salary.

2.76.100 Exceptions.

Positions that meet the criteria of exempt positions under the Fair Labor Standards Act shall be classified as "exempt" positions under the borough and shall be paid a monthly salary which includes compensation for hours worked in addition to the minimum work week and for work as defined in their job descriptions, ~~except that the manager, as personnel officer, may authorize overtime pay at their regular hourly rate.~~

2.76.105 Standby time.

Those employees authorized to incur standby time shall be compensated at the standard minimum wage rate for the state of Alaska then in effect for such time. Standby policies shall be described in the police department operations manual and approved annually by the assembly.

2.76.110 Call out time.

No employee shall be called to work outside the employee's regular work day shift for less than two hours of the applicable overtime rate.

2.76.115 Swing shift pay differential.

Dispatchers, patrol officers, and the police sergeant ~~These persons~~ scheduled to work swing shifts ~~as dispatchers~~ shall be paid an hourly rate of ~~\$0.12~~ **\$0.50** in addition to their regular rate of pay.

2.76.120 Graveyard shift pay differential.

Dispatchers, patrol officers, and the police sergeant ~~These persons~~ scheduled to work graveyard shift ~~as dispatchers~~ shall be paid an hourly rate of ~~\$0.15~~ **\$1.00** in addition to their regular rate of pay.

2.76.130 Uniforms.

Police and fire department employees shall be provided uniforms which shall be inventoried by the chiefs and returned at the end of employment. If an employee shall voluntarily terminate employment within six months of the employee's hire date, the cost of uniforms provided said employee shall be deducted in full from the employee's final pay. In the event employees elect to keep uniforms, all official badges, patches and similar decals shall be returned to the borough.

2.76.140 Exception – Terms of hire.

The nature of certain positions may dictate terms of hire which are exceptions to the general rules. The notice of vacancy shall inform applicants of exceptions.

2.76.150 Paydays.

All personnel will be paid no later than the fourth working day following the end of each pay period except in the event when the fourth business day falls on a bank holiday in which case checks shall be distributed on the following borough business day. Pay periods end the fifteenth and the last day of each month. (Ord. 07-09-169)

2.76.160 Payroll deductions.

All deductions required by law will be withheld from each employee's pay check. Other deductions may be provided for on a voluntary basis ~~such as premiums for health insurance coverage and deposits to credit union accounts.~~

2.76.170 Recognized holidays.

The following days shall be recognized as holidays with pay for all permanent regular non-seasonal and probationary employees ~~with positions listed on the employee step chart,~~ who are in pay status before and following such days:

- A. The first day of January, known as New Year's Day;
- B. The third Monday in February, known as President's Day;
- C. The last Monday in May, known as Memorial Day;
- D. The fourth day of July, known as Independence Day;
- E. The first Monday in September, known as Labor Day;
- F. The eighteenth day of October, known as Alaska Day;
- G. The eleventh day of November, known as Veteran's Day;
- H. The fourth Thursday in November, known as Thanksgiving Day;
- I. The Friday following Thanksgiving;
- J. The twenty-fourth of December, known as Christmas Eve;
- K. The twenty-fifth of December, known as Christmas Day.

2.76.180 Reserved.

2.76.190 Holidays falling on Saturday or Sunday.

When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday. ~~For shift employees, the first day off in the week will be considered as Saturday and the second day off, Sunday.~~

2.76.200 Other employment.

~~A. No person shall engage in any other employment during the hours the person is scheduled to work for the borough or engage in any employment outside the hours the person is scheduled to work for the borough when such employment will restrict or limit the person's usefulness to the borough or adversely affect the person's work.~~

~~B. Under no circumstances may a borough employee who is engaged in any business, calling, or employment other than that of their borough employment be paid sick leave benefits by the borough while the employee is so engaged.~~

2.76.205 Duplicate benefits prohibited.

Under no circumstances shall both holiday pay and sick paid leave ~~both~~ be paid to any borough employee for the same eight-hour shift. In the event that an employee is ill or on vacation on a holiday which the employee would normally be scheduled to work, the employee will be paid holiday pay only for that eight-hour shift.

2.76.210 Training.

A. Required Training. Each department head shall develop and conduct such practical training programs as are suited to the special requirements of their respective departments. The department head shall institute and provide for the conducting of training programs which are needed for efficient management of the department. Training programs shall emphasize accident prevention, employee safety and public relations. All training shall be job-related.

B. Elective Training. Elective job-related training requested by an employee may be approved; however, if the employee voluntarily terminates employment with the borough within six months of receiving such elective training, the employee will be required to reimburse the borough for the costs of such training, including course costs and all travel and per diem expenses.

C. Passing Grade Required. At the conclusion of any training course approved by the borough, the employee must provide to the borough a transcript showing a passing grade for the course, or a certificate of successful completion if grades are not provided by the course director. If an employee fails to provide the borough with such proof, the employee will be required to reimburse the borough for all costs of such training, including course costs and all travel and per diem expenses.

D. Course Materials. All course materials received by the employee, including books, tapes, computer software, etc., are the property of the borough and will remain in the custody of the appropriate department head for future reference.

E. Cross Training. Any employee receiving training at the expense of the borough will be expected to cross-train others in the employee's department if deemed appropriate by the department head or manager.

2.76.220 Performance evaluation.

The manager, department heads, or supervisors designated by the manager shall be responsible for evaluating and documenting the degree to which each employee meets his or her job requirements as specified in the job description. After a performance report has been discussed with the employee, both the employee and ~~supervisor~~ **evaluator** will sign the report which will **be turned in to the borough clerk and will** become a permanent part of the employee's personnel record. Evaluations will be done as required during the probationary period under HBC 2.76.030 as well as during step review under HBC 2.80.050. Evaluations shall be done upon forms provided and in the manner required by the personnel officer.

2.76.230 Physical examination.

A. When an offer of employment for a particular job classification is conditioned on satisfying certain physical qualifications, a pre-employment examination by the physician of the employee's choice may be required. A post-employment examination may be required by the manager ~~or department head~~ in order to ensure that minimum physical requirements relating to job performance can be sustained by the employee.

B. The cost of an examination required under this section shall be borne by the employer.

C. Medical information received by the borough as a result of an examination under this section, as well as any medical information voluntarily disclosed by an employee, is a confidential medical record subject to release only in accordance with applicable law.

Section 5. Amendment of Subsection 2.82.040. Subsection 2.82.040 of the Haines Borough Code is hereby amended to read as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE ADDITIONS

2.82.040 Dismissal.

An employee may be dismissed for incompetence, inefficiency, insubordination, habitual tardiness, use **or being under the influence** of intoxicating liquor **alcoholic beverages**, narcotics, **marijuana** or dangerous drugs on duty, or for similar causes.

A. **Probationary e**mployees other than borough officers, ~~who do not hold permanent status,~~ may be dismissed without right of hearing or appeal at any time at the discretion of the manager, or by a borough officer or department head. ~~Borough officers who do not hold permanent status may be dismissed at any time at the discretion of the assembly.~~ The person shall be given a notice of dismissal in writing stating the reason for the dismissal and a copy thereof shall be filed with the manager.

B. An **regular** employee who **has successfully completed a probation period** ~~holds permanent status~~ may be dismissed by the manager, or by a borough officer or department head, but only for just cause. The dismissal shall be in writing and specify the grounds for dismissal. A

copy of the dismissal shall be filed with the manager. ~~A borough officer, other than the manager, who holds permanent status may be dismissed by the assembly at their pleasure.~~

C. Any person found in violation of prohibitions set forth in Chapter 2.96 HBC shall be dismissed. Charges alleging such violation may be initiated by the manager, or by a borough officer or department head who is authorized to remove such a person.

D. A borough officer may be dismissed at any time at the discretion of the assembly.

Section 6. Amendment of Subsection 2.82.050(B). Subsection 2.82.050(B) of the Haines Borough Code is hereby amended to read as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE ADDITIONS
STRIKETHROUGH ITEMS ARE DELETED

2.82.050 Layoffs.

B. The clerk shall prepare and maintain a lay-off list stating the names and former positions of all **regular** employees laid off. The names of such employees shall remain on the list for two years. If not reappointed within this time, the employee shall be considered to have terminated without prejudice. ~~Neither annual nor sick~~ **Accrued personal** leave shall **not** be cancelled because an employee is laid off.

Section 7. Amendment of Chapter 2.84. Chapter 2.84 of the Haines Borough Code is hereby amended to read as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE ADDITIONS
STRIKETHROUGH ITEMS ARE DELETED

Chapter 2.84

VACATION TIME PERSONAL LEAVE

Sections:

- ~~2.84.010 Permanent full-time employees~~ **Personal leave accrual.**
- ~~2.84.020 Permanent part-time/permanent seasonal employees~~ **Personal leave use.**
- ~~2.84.030 Employees working less than a month~~ **Accumulation limit.**
- ~~2.84.040 Temporary employees~~ **Personal leave cash in.**
- ~~2.84.050 While on leave without pay status~~ **Donating personal leave.**
- ~~2.84.060 Saturdays, Sundays and holidays.~~ **Leave records.**
- ~~2.84.080 Department head to authorize.~~
- ~~2.84.090 At expiration of sick leave.~~
- ~~2.84.100 Termination.~~
- ~~2.84.110 Mandatory time off.~~
- ~~2.84.120 Accumulation limit.~~
- ~~2.84.130 Pay in lieu of time off.~~
- ~~2.84.140 During first year of employment.~~
- ~~2.84.150 Retroactive accrual.~~
- ~~2.84.160 Executive leave.~~
- ~~2.84.170 Schedule — Records.~~

2.84.010 ~~Permanent full-time employees.~~ Personal leave accrual.

A. Regular, non-seasonal Permanent full-time employees shall accrue **personal leave** vacation time at the following rates **on a proportionate basis according to the hours they are scheduled to work based on the following rate for a 40-hour work week:**

0-3 years - One hundred and sixty (160) hours per year

4-6 years - Two hundred (200) hours per year
7-9 -Two hundred forty (240) hours per year
10 or more years- Two hundred and fifty six (256) hours per year

Length of Service	Earned Monthly	Annual Total
0 through 3rd year	1 day	12 working days
4th year through 6th year	1-1/4 days	15 working days
7th year through 9th year	1-2/3 days	20 working days
10th and remaining years	2 days	24 working days

In addition to the above vacation time, all employees shall receive two days per year of personal leave with a maximum of five days' accumulation. Except in an emergency, an employee must give two days' notice to take personal leave. For less than full-time employees, personal leave shall accrue on a ratio of the hours they work to a 40-hour week.

B. In determining years of service for the purpose of computing personal leave, all eligible service with the Borough shall be included. For employees working less than 40 hours per week, one year equals 2080 hours worked.

C. Accrual rate changes will become effective the 1st day of the month following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

D. Personal leave accrual for partial pay periods of service will be prorated.

2.84.020 Permanent part-time/permanent seasonal employees-

Permanent part-time employees shall accrue vacation time on a ratio of the hours they work to a 40-hour week.

2.84.030 Employees working less than a month-

Employees who work a portion of one month shall have their annual leave prorated accordingly.

2.84.040 Temporary employees-

E. An employee appointed for a position of temporary nature shall not accrue **personal** leave credit.

2.84.050 While on leave without pay status-

F. Vacation time **Personal leave** will not accrue while an employee is on leave-without-pay status.

2.84.020 Personal leave use

A. Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment.

2.84.060 Saturdays, Sundays and holidays-

B. While on vacation, Saturdays, Sundays and **paid borough** holidays will not be considered as time taken on vacation personal leave, but only regular work days will be counted as days taken on vacation.

C. Employees shall request personal leave as far in advance as reasonably possible.

D. Personal leave may be scheduled when business permits, with the prior approval of the employee's immediate supervisor.

1. Requests for personal leave will not be unreasonably denied.

2. Once leave has been approved, the approval may not be rescinded unless the Borough Manager declares that a situation exists which requires the employee's presence on the job. In such cases, the Borough will take into consideration reasonable costs associated with canceled travel and may elect to reimburse all or part of the cost.

3. An employee who is unable to report for work without prior approval shall report the reasons for the absence to the employee's supervisor within two hours from the time the employee was expected to report to work. Failure to comply with this requirement shall prohibit leave with pay for this absence. Supervisors may consider statements explaining situations beyond the employee's control and may require a written statement from a physician to substantiate claims of illness.

4. Each borough department manager or director shall establish policies and procedures which will allow all employees to schedule and take accrued personal leave.

E. Mandatory time off. During their first full year of employment and each year thereafter, employees who accrue personal leave shall take at least 10 days off per fiscal year, five of which must be taken consecutively, unless otherwise approved by the manager.

F. Salaried Exempt Employees. For salaried exempt employees, any day in which the employee works less than four hours shall be considered a day of leave. The borough manager may waive this requirement in situations where a salaried employee coordinates in advance with the manager; or has worked more than 50 hours in a week; or in situations beyond the employee's control. The manager may require a written statement from a physician to substantiate claims of illness.

G. An employee who fails to return from leave under this chapter within the scheduled time period shall be presumed to have resigned unless the employee has requested and been granted leave for an additional period, or the employee's supervisor is notified of extenuating circumstances.

~~2.84.080 Department head to authorize.~~

~~Vacation time shall be taken by the authority of the department head or manager. Requests for vacation time and personal leave from borough officers and department heads must be approved in advance by the manager, and from any other employee by the department head or borough officer.~~

~~2.84.090 At expiration of sick leave.~~

~~Vacation time may be taken for the illness or off-duty injury of an employee upon expiration of accumulated sick leave.~~

~~2.84.100 Termination.~~

~~Subject to HBC 2.84.120, accrued vacation time will be paid to employees who terminate service, based on their salary on the date of termination.~~

~~2.84.110 Mandatory time off.~~

~~After the third year of service, it shall be mandatory for employees accruing vacation time at the rate of one or one and one-quarter days per month to take at least five consecutive days off each year and employees accruing at the rate of two days per month shall take at least 10 consecutive days off each year unless otherwise approved by the manager.~~

2.84.030 2.84.120 Accumulation limit.

~~Vacation time accrued but not used shall accumulate to a maximum of 40 days. No vacation time shall be taken for less than five days except with the specific approval of the department head, officer or manager.~~ **Personal leave accrued but not used shall accumulate to a maximum of 480 hours.**

2.84.040 ~~2.84.130~~ ~~Pay in lieu of time off.~~ **Personal leave cash in.**

~~There shall be no pay in lieu of earned vacation time except upon termination of an employee.~~

A. Personal leave will not be cashed in for employees terminating within 30 days of hire.

B. After 12 months of continuous service, an employee may cash in up to 40 hours of personal leave two times per fiscal year, provided the employee shall retain a minimum of 80 hours of leave in the employee's account.

C. Requests for cashing in leave must be submitted by October 31 to be paid with the November 30 payroll or by April 30 to be paid with the May 31 payroll.

D. Accrued personal leave shall be paid to employees who terminate service, based on the employee's salary on the date of termination.

~~2.84.140 During first year of employment.~~

~~Vacation time may not be taken prior to six months of continuous satisfactory service, but after six months of employment, vacation time shall accrue retroactive to date of employment.~~

~~2.84.150 Retroactive accrual.~~

~~A person shall not accrue vacation time until the person has completed 90 regular working days of service. The person shall be credited with vacation time retroactive to the first date of the person's service, or anniversary date, upon achieving the required 90 days.~~

2.84.050 ~~2.86.090~~ ~~Transfer of vacation time:~~ **Donating personal leave.**

A. Employees shall be allowed to donate personal leave and receive personal leave from borough employees subject to the following conditions:

1. An employee wishing to donate personal leave shall fill out, date, and sign a leave request showing the hours of personal leave the employee wishes to donate in increments subject to a minimum of four (4) hours and the name of the recipient.

2. The borough shall convert the donated leave hours to dollars at the regular (annualized) hourly rate of the donor. The dollars shall be converted to hours of leave at the regular (annualized) hourly rate of the recipient, and the resulting number of hours shall be added to the recipient's Donated Leave Account for use in accordance with the requirements in subsection 5. The total amount of leave credited to the recipient's Donated Leave Account shall not exceed three hundred (300) hours.

3. After the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.

4. Donations of leave under this section shall not reduce the mandatory leave usage requirements.

5. Donated leave may not be used unless and until all accrued personal leave has been exhausted. Upon termination, any balance in the Donated Leave Account shall be canceled without pay. Upon the death of an employee, the balance of the Donated Leave Account will be paid to the employee's beneficiaries at the employee's regular hourly rate. Leave may be donated to other Borough regular employees only for catastrophic events, unforeseen emergencies/circumstances or illnesses. Donating personal leave for payment of services or purchases or in lieu of cash transactions is expressly prohibited.

B. Accounting of donated personal leave shall be expended within the budget allocation of the department of the donor employee.

C. An employee shall not accrue personal leave while on donated leave.

D. The borough shall provide health insurance to an employee on donated personal leave as would otherwise be provided.

~~2.84.160 Executive leave.~~

~~A. In addition to accruing vacation time and personal leave under this chapter, persons serving as borough manager, chief of police, chief fiscal officer, tourism director, director of public facilities, or borough clerk shall accrue 40 hours of executive leave per year from the date they entered the position without regard to probationary status, subject to subsection C.~~

~~B. Executive leave accrued but not used shall accumulate to a maximum of 80 hours. Persons employed in positions affected by this section shall begin to accrue executive leave from the date of hire without regard to probationary status.~~

~~C. However, in In the event an employee subject to this section fails to pass the required probationary period of employment in the appropriate position status, then executive leave shall be deemed unearned.~~

~~D. Executive leave accrued but not used upon termination of employment shall be cancelled without payment of same.~~

2.84.060 ~~2.84.170 Schedule –~~ **Leave records.**

~~A. The chief fiscal officer shall maintain the leave records for all employees. Each borough officer or department head shall establish policies and procedures which will allow all employees to schedule and take accrued vacation time. It is the responsibility of each borough officer or department head to give each employee the opportunity to use the employee's vacation time.~~

B. Confidentiality. Medical information received by the borough as a result of an employment requirement, as well as any medical information voluntarily disclosed by an employee, is a confidential medical record subject to release only in accordance with applicable law.

Section 8. Amendment of Chapter 2.86. Chapter 2.86 of the Haines Borough Code is hereby amended to remove sick leave and replace it with executive leave formerly in Chapter 2.84, as follows:

NOTE: **Bolded/UNDERLINED** ITEMS ARE ADDITIONS
STRIKETHROUGH ITEMS ARE DELETED

Chapter 2.86

~~SICK LEAVE~~ EXECUTIVE LEAVE

Sections:

~~2.86.010 Permanent full-time employees.~~ **Executive leave eligibility.**

~~2.86.015 Probationary employees.~~

~~2.86.020 Permanent part-time/permanent seasonal employees.~~ **Executive leave accrual**

~~2.86.030 Temporary employees.~~

~~2.86.040 Approval of sick leave.~~

~~2.86.050 Immediate family members and medical leave.~~

~~2.86.060 Notification to superior.~~

~~2.86.070 While on leave without pay status.~~

~~2.86.080 Upon separation.~~

~~2.86.090 Transfer of vacation time.~~

~~2.86.100 Generally.~~

2.86.010 Permanent full-time employees: **Executive leave eligibility.**

~~Permanent full-time employees shall accrue and may use as accrued sick leave on the basis of one and one-third working days per month of continuous service up to 60 days.~~ **In addition to accruing personal leave under Chapter 2.84, persons serving as borough officers shall accrue executive leave. An employee who is not a borough officer who is receiving executive leave at the time this ordinance is adopted shall remain eligible for executive leave unless the employee moves to a different position.**

~~2.86.015 Probationary employees.~~

~~Probationary employees shall accrue sick leave on the basis of one and one-third working days per month as provided in HBC 2.86.010, but shall not be allowed to use said accruals until 90 days of employment have been served.~~

~~2.86.020 Permanent part-time/permanent seasonal employees. **Executive leave accrual.**~~

~~Permanent part-time and permanent seasonal employees shall accrue sick leave on a ratio of the hours they work to a 40-hour week. **A. Eligible employees shall accrue 40 hours of executive leave per year from the date they entered the position without regard to probationary status, subject to subsection C.**~~

~~**B. Executive leave accrued but not used shall accumulate to a maximum of 80 hours.**~~

~~**C. In the event an employee subject to this section fails to pass the required probationary period of employment in the appropriate position status, then executive leave shall be deemed unearned.**~~

~~**D. Executive leave accrued but not used upon termination of employment shall be cancelled without payment of same.**~~

~~2.86.030 Temporary employees.~~

~~Temporary employees are not entitled to sick leave.~~

~~2.86.040 Approval of sick leave.~~

~~Sick leave shall be granted by the manager, borough officer or department head only in the following instances:~~

~~A. When the manager, borough officer or department head is satisfied that the absent employee is actually sick or injured. Sick leave shall be granted for a medical or dental appointment.~~

~~B. When there is illness within the employee's immediate family that requires the presence of the employee. The absence may be required to be supported by a physician's certificate.~~

~~C. When there is a death of the spouse or other immediate family member of an employee. The employee may in this instance use up to 10 days of sick leave unless otherwise approved and extended by the manager.~~

~~D. More than three days' sick leave used at any one time may require a doctor's certificate.~~

~~2.86.050 Immediate family members and medical leave.~~

~~A. An eligible employee is entitled to take family and medical leave:~~

~~1. Because of pregnancy and the birth of a child of the employee or the placement of a child, other than the employee's stepchild, with the employee for adoption; leave taken under this paragraph shall be used in a single block of time;~~

~~2. In order to care for the employee's child, spouse, or parent who has a serious health condition; in this paragraph, "child" includes the employee's biological, adopted, or foster child, stepchild, or legal ward; and~~

~~3. Because of the employee's own serious health condition.~~

~~B. If a parent or child of two borough employees has a serious health condition, it is within the borough's sole discretion whether to grant family and medical leave to both employees simultaneously.~~

~~C. An employee is eligible to take family and medical leave if the employee has been employed by the borough for at least 35 hours a week for at least six consecutive months or for at least 17 and one-half hours a week for at least 12 consecutive months immediately preceding the leave. The employee shall first take accrued sick leave, then accrued annual leave, and finally unpaid leave as family and medical leave.~~

~~D. An eligible employee may take family and medical leave because of a serious health condition for a total of 18 work weeks during any 24-month period.~~

~~E. An eligible employee may take family and medical leave because of pregnancy and childbirth or adoption for a total of 18 work weeks within a 12-month period; the right to take leave for this reason expires on the date one year after the birth or placement of the child.~~

~~F. Unless the borough's circumstances have changed to make it impossible or unreasonable, when an employee returns from family and medical leave under this section the borough shall restore the employee to the position held by the employee when the leave began, or to a substantially similar position with substantially similar benefits, pay, and other terms and conditions of employment.~~

~~G. If the necessity for leave under this section is foreseeable based on an expected birth or adoption or on planned medical treatment or supervision, the employee shall provide the borough with advance notice of the expected need for leave in a manner that is reasonable and practicable. If the necessity for leave under this section is foreseeable based on planned medical treatment or supervision, the employee shall also make a reasonable effort to schedule the treatment or supervision so as not to disrupt unduly the operations of the borough, subject to the approval of the health care provider of the employee or the employee's child, spouse, or parent, as applicable.~~

~~H. In this section:~~

~~1. "Child" means an individual who is:~~

~~a. Under 18 years of age; or~~

~~b. Eighteen years of age or older and incapable of self-care because of mental or physical disability;~~

~~2. "Health care provider" means a dentist licensed under AS 08.36, a physician licensed under AS 08.64, or a psychologist licensed under AS 08.86, or having comparable licensure in another state;~~

~~3. "Parent" means a biological or adoptive parent, a parent-in-law, or a stepparent;~~

~~4. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:~~

~~a. Inpatient care in a hospital, hospice, or residential health care facility; or~~

~~b. Continuing treatment or continuing supervision by a health care provider.~~

~~2.86.060 Notification to superior.~~

~~Any employee absent due to illness of the employee or of an immediate family member must, if possible, notify the department head or officer before the normal time for reporting for duty.~~

~~2.86.070 While on leave without pay status.~~

~~Sick leave will not accrue while an employee is on a leave without pay status.~~

~~2.86.080 Upon separation.~~

~~Upon separation, an employee's unused sick leave is cancelled without pay.~~

~~2.86.090 Transfer of vacation time.~~

~~An employee may donate a portion of the employee's vacation time to the use of another employee who has exhausted that employee's sick leave, vacation time and personal leave; provided, that:~~

~~A. An employee may donate vacation time that is:~~

~~1. "Cashable" only; and~~

~~2. Earned by the employee in excess of one year's annual accrual with the provision that no more than 50 percent of the excess may be donated to any one employee.~~

~~B. An employee who has exhausted his or her sick leave, vacation time and personal leave may accept donated leave for the purpose of extended absence from work due to illness or injury of the employee or a family member for a personal emergency; provided, that:~~

~~1. The employee has given notice of need in writing to the clerk's office;~~

~~2. The application is approved by the manager, whose decision may be appealed to the assembly; and~~

~~3. The employee may use up to 240 hours of donated vacation time with a provision for an extension applied to and approved by the manager, whose decision may be appealed to the assembly. The manager shall approve applications for donated vacation time based primarily on employee need.~~

~~C. Donated vacation time shall be calculated by wage conversion of the donor to the recipient.~~

~~D. Accounting of donated vacation time shall be expended within the budget allocation of the department of the donor employee.~~

~~E. An employee shall not accrue vacation time, sick leave or personal leave while on donated leave.~~

~~F. The borough shall provide health insurance as would otherwise be provided to an employee on donated vacation time.~~

~~2.86.100 Generally.~~

~~A. An employee who fails to return from leave under this chapter within the prescribed time limit shall be presumed to have resigned unless the employee has applied for and been granted leave without pay for an additional period.~~

~~B. An employee whose absence has been approved under this chapter shall be paid for the time lost, to the extent that the employee has sick leave accrued, at the employee's current salary, less the amount of any time-loss payments made to the employee under the Alaska Workers' Compensation Act.~~

~~C. A person who has separated from service in good standing and who re-enters service within six calendar months after separation shall be credited with one-half of the sick leave that the person had accrued at the time of separation.~~

~~D. Under no circumstance shall holiday pay and sick leave both be paid to an employee for the same work shift. In the event that the employee is ill or injured on a holiday that the employee would normally be scheduled to work, he or she will be paid holiday pay only for that work shift.~~

~~E. Under no circumstance may a borough employee who is engaged in any business, calling, or employment other than that of the employee's borough employment be paid sick leave benefits by the borough while the employee is so engaged.~~

Section 9. Amendment of Chapter 2.88. Chapter 2.88 of the Haines Borough Code is hereby amended to read as follows:

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

Chapter 2.88

LEAVES OF ABSENCE

Sections:

2.88.010 ~~Less than 10 days leave~~ **Leave without pay.**

~~2.88.020 More than 10 days leave.~~

2.88.030**020** Active military duty.

2.88.040**030** Reserve military duty or training.

2.88.050**040** Emergency response leave.

2.88.060**050** Witness and jury **duty** leave.

2.88.060 Family Medical Leave

~~2.88.010 Less than 10 days leave~~ **Leave without pay.**

A. All regular eEmployees may be granted leave without pay **upon application to, and at the discretion and approval of, his or her supervisor.**, not to exceed a total of 10 working days in any year, for any compelling reason subject to approval of the manager or department head as authorized. Leave without pay **for more than two days in any quarter**

or more than five days in a fiscal year shall require the manager's approval shall be taken only after all annual leave has been expended.

B. An employee who is on leave without pay does not accrue personal leave, fringe benefits or other benefits of employment during the leave period. Employees may retain accrued personal leave while on leave without pay. Notwithstanding the provisions of this subsection, an employee who is on leave under the Family Medical Leave Act may be entitled to receive health benefits if required by federal or state law, and an employee on leave without pay may be entitled to health benefits pursuant to COBRA and according to the rules of the current insurer.

C. Leave without pay may affect other benefit programs which are provided to the employee. It shall be the employees' responsibility to check with the appropriate authorities on possible benefit reductions.

D. An employee who fails to return from leave under this chapter within the scheduled time period shall be presumed to have resigned unless the employee has applied for and been granted leave without pay for an additional period.

~~2.88.020 More than 10 days leave.~~

~~Leave without pay for more than 10 days may affect other benefit programs which are provided to the employee. It shall be the employee's responsibility to check with the appropriate authorities on possible benefit reductions. Permanent employees may be allowed to be absent from duty without pay, in excess of 10 days, on the basis of applications for leave without pay approved by the personnel officer under the following conditions:~~

~~A. Borough Interest Not Unduly Affected. Such leave shall be granted only when it will not result in undue prejudice to the interest of the borough beyond any benefits to be realized.~~

~~B. For Travel or Study. An application for leave without pay for travel or study calculated to equip an employee for more effective service to the borough.~~

~~C. Leave without pay shall be taken only after all annual leave has been expended. The manager may consider the eventual compensating benefits of such leave to the borough in keeping the position open, or filling it temporarily, until the return of the employee.~~

~~2.88.030~~ **2.88.020 Active military duty.**

A person regular borough employee who is a member of a reserve component of the United States Armed Forces or the National Guard who is appointed to fill a permanent regular full-time or part-time position shall be entitled to military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to the re-employment benefits granted under Section 9 of the Universal Military Training and Service Act, as amended, 50 U.S.C. Section 459.

~~2.88.040~~ **2.88.030 Reserve military duty or training.**

A. Any person employed by the A regular borough employee who is a member of a reserve component of the United States Armed Forces or the National Guard, is entitled to a military leave of absence without loss of pay, time, or performance rating on all days during which the person is ordered to attend training duty (as distinguished from active duty), field exercises, or instruction. The military leave of absence may not exceed 16 and one-half working days in one calendar year.

B. A position made vacant by a military leave of absence of less than six months shall be filled only by temporary appointment. If the military leave of absence is for a period of six months or more, it may be filled by a substitute permanent regular appointment.

C. B. The employee shall turn over to the borough for deposit all moneys received from the reserve component as compensation for service, up to the amount of the employee's regular gross salary for the same period, and in turn shall be paid the employee's current salary while on reserve military duty.

2.88.05040 Emergency response leave.

A. A person appointed to fill a permanent full-time or permanent part-time position **regular employee** who is also certified to provide emergency fire or medical response may be granted leave to provide such response outside **of, or beyond the** their borough volunteer fire and **or** EMS capacities **jurisdiction. In such circumstances, the employee shall request, in advance if possible, emergency response leave from his or her immediate supervisor. The supervisor shall evaluate the Employer's needs and shall not unreasonably deny the request. Unless the employee chooses to use personal leave time, the leave taken under this section shall be leave without pay.** In the event of an emergency and borough employee involvement, the employee shall request emergency response leave from their supervisor, in advance where possible. The supervisor shall evaluate the borough's needs and shall not unreasonably deny the request. Leave taken shall be leave without pay, or the employee may choose to use vacation leave.

2.88.06050 Witness and jury duty leave.

A. A permanent **regular** employee who is called to serve as juror or subpoenaed as a witness shall be entitled to court leave. The request for such leave shall be supported by written documents such as a subpoena, magistrate's **or other court official's** statement of attendance, and request for compensation for services, per diem and travel issued by other parties.

B. The employee shall turn over to the borough for deposit all moneys received from the court **or other party** as compensation for service, and in turn shall be paid the employee's current salary while on court leave.

2.88.060 Family Medical Leave.

A. Family Medical Leave Act (federal).

Qualified employees shall be entitled to coverage under the Family Medical Leave Act (FMLA).

1. Health insurance contributions will be made on behalf of qualified employees during the twelve (12) week period of family leave (including periods of personal leave, or periods of leave without pay).

2. When taking leave under the FMLA, a qualified employee must exhaust all accrued paid leave including comp time before entering leave without pay.

3. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively.

4. The twelve (12) month period for utilizing leave entitlements shall commence with the first day the leave is taken under the FMLA.

5. Approved leave without pay taken under the provisions of the FMLA shall have the same effect as any other period of approved leave without pay on the employee's terms and conditions of employment, except as provided otherwise in this section.

6. An employee may be required to recertify the qualifying reason for remaining on family leave.

7. An employee may be required to provide a fit-for-duty statement prior to returning to work.

B. Alaska Family Leave Act.

1. The Alaska Family Leave Act (AFMLA) also applies.

2. AFMLA leave is not cumulative with FMLA leave.

C. If leave provisions in this section are found to be in conflict with the FMLA or AFMLA, the FMLA or AFMLA entitlements shall prevail.

Section 10. Amendment of Section 2.92.010. Section 2.92.010 of the Haines Borough Code is hereby amended to read as follows:

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

Chapter 2.92

DISABILITY AND HEALTH INSURANCE

Sections:

- 2.92.010 ~~Group health insurance available.~~
- 2.92.020 Duty of employee to report.
- 2.92.030 Workers' compensation.
- 2.92.040 Volunteer and auxiliary personnel.

2.92.010 ~~Group health insurance available.~~

A. Except where a collective bargaining agreement provides otherwise, ~~permanent~~ **regular**, full-time employees and ~~permanent part-time employees who annually work an average of 35~~ **whose position is regularly scheduled for 30 or more** hours **of work each** per week ~~or more may enroll in the borough group health insurance policy with the borough paying the employee's premium and 100 percent of one dependent's premium. Employees and their dependents will~~ **shall** be eligible to join the group based on the requirements of the current insurance provider **for a health benefit contribution from the employer.**

B. The mayor and members of the assembly may enroll in the borough's ~~group~~ health insurance plan with the borough paying the same monthly co-pay amount as set forth in the collective bargaining agreement with borough employees.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS
____ DAY OF _____, 2015.

ATTEST:

Janice Hill, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 07/14/15
Date of First Public Hearing: 07/28/15
Date of Second Public Hearing: 08/11/15

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE HAINES BOROUGH

And

PUBLIC EMPLOYEES LOCAL 71

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**ARTICLE 1
PREAMBLE**

The Haines Borough, hereinafter referred to as the Employer, and Public Employees Local 71 hereinafter, referred to as the Union, in accordance with Alaska Statutes Section 29.20.050, enters into the following agreement on July 1, 2013.

**ARTICLE 2
RECOGNITION**

The Employer hereby recognizes, during the term of this Agreement, the Union as the sole and exclusive collective bargaining representative for the employees of the Haines Borough included in the collective bargaining unit, and as the representative of all such employees in the interpretation of, and adjustment of disputes under, this Agreement.

SECTION 1. Union Membership

Except as may be limited herein, it shall be a condition of employment that all employees coming under the terms of this Agreement, become and remain members in good standing with the Union, or pay an agency fee to the Union not to exceed the amounts required for initiation and monthly dues, for the life of this Agreement and any renewal thereof. As a condition of employment or continued employment, employees shall make application to join the Union or register to pay the agency fee within thirty-one (31) calendar days of the first day of employment or within thirty-one (31) calendar days following the date of signing this Agreement, whichever occurs later.

The tender of initiation fees and periodic dues and assessments uniformly required as a condition of retaining union membership shall constitute good standing in the Union for the purpose of this section. The union initiation fee will be collected in 4 equal payments from the employee's first four full paychecks. In the event an employee terminates prior to completion of four full pay periods, the employer will remit to the union the amount collected.

If an employee fails to meet the aforementioned conditions of employment, the Employer shall notify the employee that failure to meet said conditions will result in the employee's termination from employment, effective twenty (20) working days after the Employer's receipt of written notice of non-compliance from the Union. Failure of the Union to admit an employee to Union membership shall not be cause for dismissal.

SECTION 2. Employee Status

The Employer shall inform the Union in writing of any changes within 20 working days in an employee's status, including promotion, demotion, transfer, resignation, retirement, leave of absence, position, classification or salary.

SECTION 3. Dues Deductions

The Employer shall deduct from the paycheck of each employee, who so authorizes on an

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SECTION 3. Dues Deductions

The Employer shall deduct from the paycheck of each employee, who so authorizes on an

authorization form provided by the Union, the regular Union membership dues, fees and contributions or, if applicable, the agency fees. Such authorized membership dues, fees and contributions or agency fees shall be withheld from the last pay period of each month and shall be transmitted monthly to the Union, at a time convenient to the Employer, but no later than the last day of the following month.

SECTION 4. Exceptions

Employees who are regularly scheduled to work less than twenty (20) hours per week shall have the option of foregoing union membership or the payment of an agency fee. Such employees that select to join the Union shall not be required to pay the hourly check-off dues. Such employees who move into a position or a schedule of twenty (20) or more hours per week must either become members of the Union and pay all dues, contributions and assessments or pay an agency fee, not to exceed the amounts required for initiation and monthly dues.

SECTION 5. Hold Harmless.

The Union agrees to hold the Employer harmless from any liability that might ensue as a result of actions to enforce this Article.

ARTICLE 3 MANAGEMENT RIGHTS

Except, and only to the extent that specific provisions of this Agreement expressly provide otherwise, it is agreed that the Employer has, and will continue to retain, regardless of the frequency of exercise, rights to operate and manage its affairs in each and every respect as defined under the Haines Borough Code and Charter.

ARTICLE 4 DEFINITIONS

In this agreement, the following shall be defined as follows:

"Day" - a regular workday, as scheduled, excluding holidays, except as otherwise specified in this agreement.

"Union" - Public Employees Local 71.

"Unit-Member" - an individual employee who is either a member of, or pays an agency fee to, Public Employees Local 71.

“Employer” - the Haines Borough.

“Assembly” - the Haines Borough Assembly.

“Employee” - a person in the Employer’s service who is paid a salary or a wage by the Employer, regardless of the original source of the funds, and is a unit-member.

“Grant Employee” - an employee who works for a specified period of time and is paid with grant funds.

“Immediate Family” - as used in this Agreement, “immediate family” shall mean the employee’s spouse, father, mother, son, daughter, foster child, brother, sister, husband, wife, grandfather, grandmother, grandson, and granddaughter, including half or step relationships as well as a domestic partner (person who is cohabiting with another person in a relationship that is like a marriage but that is not a legal marriage).

“Regular Employee” - an employee who has satisfactorily completed the probationary period and is not a temporary or seasonal employee. A regular employee is full time or part time, regularly working 20 hours or more per week and is a union member. Upon hiring a regular employee has no specific end date of employment. A regular employee accrues personal leave and is enrolled in PERS.

“Temporary Employee” - an employee hired with the intent that the employment will be for a period shorter than one year, or that the employment will be on an as-needed or as-able basis and not on a regular work schedule. A temporary employee does not accrue personal leave, is not eligible for PERS and is not required but may become a union member. A temporary employee may be scheduled for any number of hours. Temporary employees are paid at the rate prescribed by the wage and step chart.

“Seasonal Employee” - an employee hired with the intent to be employed for a specific period of time each year where the work involved is seasonal (less than six months or 1040 hours each year. A seasonal employee is hired for an indefinite period and is not temporary. A seasonal employee regularly scheduled for more than 15 hours per week will be enrolled in PERS. Union membership is not required unless the employee wishes to receive benefits. A seasonal employee working 30 or more hours will be eligible for health insurance benefits with union membership. Seasonal employees are paid at the rate prescribed by the wage and step chart.

“Special/Emergency Hires” - a temporary employee hired to fill a position during the hiring process to fill the position with a permanent employee or when an emergency situation is declared by the Mayor. Positions filled by the manager in emergency or special situations shall not exceed ninety (90) calendar days. A special hire/emergency hire does not accrue personal leave, is not eligible for PERS and is not required or allowed to become a union member. A special hire/emergency hire may be scheduled for any number of hours. Special/emergency hires are paid at the rate prescribed by the wage and step chart.

“Immediate Supervisor” - A person appointed by the Assembly or Manager to supervise a department or division of the Borough.

**ARTICLE 5
CONFORMITY TO LAW**

If any part of this Agreement should be found unlawful by a court of competent jurisdiction, or if adherence to or enforcement of any provision of this Agreement should be restrained by a court of competent jurisdiction, the remaining portions of the Agreement shall not be affected. The parties agree to meet and confer within ten (10) days of a request, in an effort to resolve the specific article. Upon mutual agreement, the written resolve will become an addendum to this agreement.

Neither the Employer nor the Union shall discriminate against any Employee on account of race, creed, color, national origin, sex, or any other classification protected by federal, state or local law, or because any Employee has exercised his or her rights under federal, state, or local law.

**ARTICLE 6
NEGOTIATIONS**

A. MEDIATION

1. Within seven (7) days of impasse, the requesting party shall ask the United States Federal Mediation and Conciliation Service to serve as the agency to resolve the dispute. In the event the Federal Mediation and Conciliation Service implements charges for the services of the Federal Mediator, charges for such mediator shall be shared equally by the Haines Borough and Local 71.
2. Prior to and following mediation, the parties shall agree to the issues that continue to be outstanding.

B. ADVISORY ARBITRATION

In the event that mediation results in a continued impasse, the remaining items in contention will be referred to an advisory arbitrator. The suggested procedures of the American Arbitration Association shall be followed in the selection of such arbitrator. Cost for the advisory arbitrator shall be shared equally by the Haines Borough and Local 71.

C. RATIFICATION

When a majority of the Union reflect an affirmative vote, and the Haines Borough Assembly reflects an affirmative vote, this agreement shall be ratified. Except that, if no action is taken on the document by either party within thirty (30) calendar days, that non- action shall be taken as an affirmative vote.

**ARTICLE 7
GRANT EMPLOYEES**

Grant Employees working for the employer will receive those benefits budgeted through the grant they are working under. The Employer, at its sole discretion, may offer benefits to grant

employees through other funding sources.

Grant Employees not receiving benefits are exempt from Article 2, Sections 1 and 3. Such employees who move into a position that pays benefits shall no longer be exempt from provisions in Article 2.

ARTICLE 8 HOLIDAYS

A. PAID HOLIDAYS

Regular and probationary employees who are scheduled to become regular employees at the end of their probationary period shall receive holiday benefits for the following legal holidays:

1. New Year's Day;
2. President's Day;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Alaska Day;
7. Veteran's Day;
8. Thanksgiving Day
9. Friday after Thanksgiving Day;
10. Christmas Eve;
11. Christmas Day.

If an authorized holiday falls on a Sunday, the following Monday shall be a holiday. If an authorized holiday falls on a Saturday, the preceding Friday shall be a holiday.

Any of the holidays provided above may be converted to a floating holiday for any employees upon mutual agreement of the parties.

Holiday pay will not be authorized if preceded or followed by an unauthorized absence. Unless a floating holiday is agreed upon by the parties, an employee who is required by his or her supervisor to perform work on Christmas or Thanksgiving shall be paid (1.5) times his or her regular rate of pay for the hours worked, in addition to holiday pay. An employee who is required by his or her supervisor to perform work on all other holidays shall be paid the employee's regular rate of pay for the hours worked, in addition to holiday pay. Overtime and holiday pay shall not be pyramided or duplicated. Hours paid at an overtime rate shall only be credited once in the calculation of hours in the workweek for overtime purposes.

Holiday pay will be pro-rated for employees with a work schedule of less than 40 hours per week. Employees will receive 0.2 times the regularly scheduled weekly hours as pay for each holiday. Example: 30 hours per week times 0.2 equals 6.0 hours of holiday pay. An employee who works 40 hours per week on a flexible schedule i.e. 4, 10 hour shifts will be paid 40 hours times 0.2 equaling 8.0 hours holiday pay whether or not the holiday falls on their normal work day or normal day off.

ARTICLE 9

LEAVE

A. PERSONAL LEAVE

Regular employees shall accrue personal leave on a proportionate basis according to the hours they are scheduled to work based on the following rate for a 40-hour workweek:

- 0-3 years - One hundred and sixty (160) hours per year
- 4-6 years - Two hundred (200) hours per year
- 7-9 years - Two hundred forty (240) hours per year
- 10 or more years - Two hundred and fifty six (256) hours per year

In determining years of service for the purpose of computing personal leave, all eligible service with the Borough shall be included. For employees working less than 40 hours per week, one year equals 2080 hours worked.

Personal leave accrual for partial pay periods of service will be prorated.

Changes of Accrual Rate. Accrual rate changes will become effective the 1st day of the month following the pay period in which the employee completes the service requirement and becomes eligible for the higher accrual rate.

Accrued personal leave is available for use after an employee has completed thirty (30) continuous calendar days of employment. Employees will request personal leave as far in advance as reasonably possible. Personal leave may be scheduled when business permits, with the prior approval of the employee's immediate supervisor. Requests for personal leave will not be unreasonably denied. Once leave has been approved, the approval may not be rescinded unless the Borough Manager declares that a situation exists which requires the employee's presence on the job. In such cases, the Borough will take into consideration reasonable costs associated with canceled travel and may elect to reimburse all or part of the cost.

An employee who is unable to report for work without prior approval shall report the reasons for his absence to his supervisor within two hours from the time he was expected to report to work. Failure to comply with this requirement will prohibit leave with pay for this absence. Supervisors may consider statements explaining situations beyond the employee's control and may require a written statement from a physician to substantiate claims of illness.

During their first full year of employment and each year thereafter, employees who accrue personal leave shall take at least 10 days off per fiscal year, five of which must be taken consecutively, unless otherwise approved by the manager.

Personal leave accrued but not used shall accumulate to a maximum of 480 hours.

An employee who is separated from Borough service shall receive, within 30 days of separation, a lump sum payment of the cash value of the employee's accrued personal leave. Personal leave will not be cashed out for employees terminating within 30 days of hire.

Family Medical Leave (Federal). Qualified employees shall be entitled to coverage under the Family Medical Leave Act (FMLA). Health insurance contributions will be made on behalf of qualified employees during the twelve (12) week period of family leave (including periods of personal leave, or periods of leave without pay). When taking leave under the FMLA, a qualified

employee must exhaust all accrued personal leave before entering leave without pay. When taking leave due to pregnancy, childbirth, foster care placement or adoption, the leave entitlement must be taken consecutively. The twelve (12) month period for utilizing leave entitlements shall commence with the first day leave is taken under the FMLA. Approved leave without pay taken under the provisions of the FMLA shall have the same effect as any other period of approved leave without pay on the employee's terms and conditions of employment, except as provided herein. An employee may be required to recertify the qualifying reason for remaining on family leave. An employee may be required to provide a fit-for-duty statement prior to returning to work. The parties recognize that if leave provisions in this Article are found to be in conflict with the FMLA, FMLA entitlements prevail.

The Alaska Family Leave Act (AFMLA) also applies. AFMLA leave is not cumulative with FMLA leave.

B. LEAVE WITHOUT PAY

All regular employees may be granted leave without pay upon application to, and at the discretion and approval of, his or her supervisor. Leave without pay for more than two days in any quarter or more than five days in a fiscal year shall require the manager's approval.

An employee who is on leave without pay does not accrue personal leave, fringe benefits or other benefits of employment during the leave period. Employees may retain accrued personal leave while on leave without pay. Notwithstanding the provisions of this paragraph, an employee who is on leave under the Family Medical Leave Act may be entitled to receive health benefits if required by federal or state law, and an employee on leave without pay may be entitled to health benefits pursuant to COBRA.

C. PERSONAL LEAVE CASH IN POSSIBILITIES.

After 12 months of continuous service, an employee may cash in up to 40 hours of personal leave two times per fiscal year, provided that the employee shall retain at least 80 hours of leave in his/her account. Requests for payout must be submitted by October 31 to be paid with the November 30 payroll or by April 30 to be paid with the May 31 payroll.

D. WITNESS AND JURY DUTY LEAVE

A regular employee who is called to serve as juror or subpoenaed as a witness shall be entitled to court leave. The request for such leave shall be supported by written documents such as a subpoena, magistrate's or other court official's statement of attendance, and request for compensation for service, per diem and travel issued by other parties.

The employee shall turn over to the Employer for deposit all moneys received from the court or other party as compensation for service, and in turn shall be paid the employee's current salary while on court leave.

E. ACTIVE MILITARY DUTY

A regular employee shall be entitled to military leave of absence without pay to serve in the Armed Forces of the United States and shall be entitled to the re-employment benefits granted under Section 9 of the Universal Military Training and Service Act, as amended, 50 U.S.C. Section 459.

F. RESERVE MILITARY DUTY OR TRAINING

A regular employee who is a member of a reserve component of the United States Armed Forces or the National Guard, is entitled to a leave of absence without loss of pay, time, or performance rating on all days during which the person is ordered to attend training duty (as distinguished from active duty), field exercises, or instruction. The leave of absence may not exceed sixteen and one-half (16.5) working days in one calendar year.

The employee shall be paid the employee's current salary while on reserve military duty and shall turn over to the Employer, for deposit, all monies received from the reserve component as compensation for service, up to the amount of the employee's regular gross salary for the same period.

G. EMERGENCY RESPONSE LEAVE

A regular employee who is certified to provide emergency fire or medical response may be granted leave from employment to provide such emergency response outside of, or beyond the Haines Borough volunteer fire or EMS jurisdiction. In such circumstances, the employee shall request, in advance if possible, emergency response leave from his or her immediate supervisor. The supervisor shall evaluate the Employer's needs and shall not unreasonably deny the request. Unless the employee chooses to use personal leave, the leave taken under this section shall be leave without pay.

H. LEAVE DONATIONS

Employees shall be allowed to donate personal leave and receive personal leave from employees of the Haines Borough subject to the following conditions:

1. Each employee wishing to donate personal leave will fill out, date, and sign a leave slip showing the hours of personal leave he or she wishes to donate in increments subject to a minimum of four (4) hours. The leave slip will have written or typed along the bottom, or in the space provided, "Leave donation to: (employee name)."
2. The Employer will convert the donated leave hours to dollars at the regular (annualized) hourly rate of the donor. The dollars will then be converted to hours of leave at the regular (annualized) hourly rate of the recipient, and the resulting number of hours will be added to the recipient's Donated Leave Account for use in accordance with the requirements of

this Article. The total amount of leave credited to the recipient's Donated Leave Account shall not exceed three hundred (300) hours during the life of the agreement.

3. Once the donation has been transferred to the recipient's account, the donation cannot be withdrawn, modified or otherwise returned to the donor's account.
4. Donations of leave under this section will not reduce the mandatory leave usage requirements.
5. Donated leave may not be used unless and until all accrued personal leave has been exhausted. Upon termination, any balance in the Donated Leave Account shall be canceled without pay. Upon the death of an employee, the balance of the Donated Leave Account will be paid to the employee's beneficiaries at the employee's regular hourly rate. Leave may be donated to other Borough regular employees only for catastrophic events, unforeseen emergencies/circumstances or illnesses. Donating personal leave for payment of services or purchases or in lieu of cash transactions is expressly prohibited.

I. TRANSITION

On July 1, 2013 all accrued and unused annual leave will be converted to personal leave. Employees with accrued sick leave may carry over up to 520 hours of sick leave which can be used according to the provisions in the July 1, 2010 – June 30, 2013 Collective Bargaining Agreement through June 30, 2016 at which time any remaining sick leave accrual will be removed from the employee's leave accruals.

Transition Sick Leave Use

Employees shall not accrue additional sick leave after June 30, 2013: however, accrued sick leave for those eligible employees may be used as follows:

1. For personal illness or injury of the employee or immediate family member residing in the employees' current household, if the attendance of the employee is required.
2. For scheduled medical appointments of the employee or, if the attendance of the employee is required. Appointments will not be made that would extend holidays or vacations without the prior approval of the immediate supervisor.
3. For a medical condition of an employee that makes the employee's presence at work a danger to the health of other employees.
4. For pregnancy and childbirth qualify as medical reasons for an employee to take sick leave.
5. For a death in the employee's immediate family or household, an employee may use ten (10) days sick leave. Immediate family means spouse and any person related by blood or

marriage within and including the second degree of kindred.

Family Medical Leave Act (FMLA). In addition to the FMLA provisions described above, employees who qualify for sick leave when taking leave under the FMLA must exhaust all accrued sick and personal leave (in that order) before entering leave without pay.

An employee shall notify his/her immediate supervisor as far in advance as reasonably possible prior to using leave for any reason.

The Employer may require a doctor's certificate to substantiate any medical reason for taking leave that exceeds three (3) consecutive workdays or if malingering is suspect. The Employer may also require a doctor's certificate if the reason for sick leave taken is that an employee's medical condition would jeopardize the health of other employees or that the presence of the employee was required with respect to the medical disability of an immediate family or current household member.

ARTICLE 10 PAY PERIODS

Employee pay periods shall be the 1st through the 15th, and the 16th to the end of each month. Checks shall be distributed on the fourth Borough business day for all employees, allowing for direct deposit transfers, except in the event when the fourth business day falls on a bank holiday, in which case the checks shall be distributed on the following Borough business day.

ARTICLE 11 BENEFITS

HEALTH INSURANCE

1. Eligibility for Employer contributions:
 - a. Non-temporary employees who are employed on or before July 1, 2005 and whose position is regularly scheduled for 20 or more hours of work each week shall be eligible for a health benefit contribution from the Employer.
 - b. Non-temporary and non-seasonal employees who begin Borough employment after the effective date of this agreement, and whose position is regularly scheduled for 30 or more hours of work each week shall be eligible for a health benefit contribution from the Employer.
 - c. Grant employees are eligible for health benefits only if grant funds cover contributions or premiums for the employee.
2. Employer Contributions:

- a. For the fiscal year beginning July 1, 2013 the Employer shall contribute one thousand three hundred (\$1,300) per month (Employer Contribution) to the Union's health trust for each employee eligible for such contribution, as determined under Section A.1. of this Article
 - b. The Employer's contributions shall be prorated in the event an employee's compensated hours drop below the minimum hours required for that employee to receive benefits.
3. Employee Contributions: The employee shall contribute, in the form of a deduction from the employee's gross earnings, the premium balance remaining after the employer contribution is made. The employee deduction shall be taken from the employee's gross earnings on a pre-tax basis, unless a pre-tax contribution is not allowed because coverage is provided for non-tax qualified dependents. By ratification of this agreement, all eligible employees hereby authorize such monthly deductions which shall be remitted by the Employer to the Trust by the end of the month following the month of the deduction.
 4. On or before April 1 of each year, the Local 71 Health Trust shall advise the Employer and its employees of the Union's Health Insurance Trust monthly (per employee) premium ("Premium") for the following fiscal year (July through June). Any required increases will be equally shared between the borough and recipient employees.
 5. The Employer reserves the right to select a benefit provider other than the Union's trust, provided notice is given to the Trust at least 60 days prior to the beginning of the fiscal year.
 6. The Union shall hold harmless and indemnify the Employer from any claims or liabilities that might arise on account of unfunded liabilities of the Trust.
 7. Either side may reopen this article during April of 2014 and 2015 to reconsider contribution rates and health benefits

PERS

The Employer shall make contributions to the State Public Employees Retirement System (PERS) for all employees who work 15 or more hours per week in accordance with the Haines Borough's State of Alaska Public Employees Retirement System Participation Agreement.

SBS

The Employer shall make contributions to the State of Alaska Supplemental Annuity Plan (SBS) for employees eligible for SBS coverage under the Haines Borough's Alaska Supplemental Benefits System Participation Agreement dated November 1, 2002.

**ARTICLE 12
WORK DAY, WEEK & YEAR**

The regular workday for full-time employees is eight (8) hours per day and forty (40) hours per week. The regular workweek is Monday through Sunday. This workweek shall apply to all employees.

Flexible scheduling is permitted upon approval of the employer, the employee and, if legally necessary, the State of Alaska.

When shift changes are required, the affected employees will receive five working days notice prior to implementation of the change unless special conditions, including illness and weather related situations, arise.

**ARTICLE 13
TOOLS AND UNIFORMS**

Employees who are required by the Employer, in writing, to furnish their own tools will receive a tool allowance of forty dollars (\$40.00) per pay period.

The Borough will furnish uniforms to all employees who are required by the Employer to wear uniforms or part of a uniform, including cold weather boots and gear (hats, gloves, underclothes, etc.).

The Borough will also furnish all employer required safety clothing and supplies.

Uniforms, safety clothing and supplies issued by the Employer remain the property of the Employer and shall be used only in the course of said employment. Employees shall return all issued items to the Employer at the termination of employment, or reimburse the Employer for the replacement cost of such issued items.

**ARTICLE 14
PROBATIONARY STATUS**

All new employees shall serve a probationary period of not less than six (6) months' duration, with the exception of police officers, whose probationary period shall not be less than twelve (12) months. A probationary employee shall receive compensation according to the rate established for the respective job title.

Continued employment will be contingent upon a satisfactory performance. Unsatisfactory performance will result in either a one-time extension of the probationary period not to exceed ninety (90) days, or termination.

At any time during the probationary period, an employee may be terminated from service at the discretion of the manager upon prior written notice and without right of hearing or appeal.

Neither an evaluation of a probationary employee nor the termination of a probationary employee is grievable.

Seasonal employees shall serve a probationary period of three seasons in the same position.

ARTICLE 15 WAGES

A. WAGE SCHEDULE

Effective July 1, 2013, The Haines Borough will adopt a new Step Chart (Chart), attached to this Article as Exhibit A. It shall identify each job and the 17-step pay range applicable to that position. Each step reflects a \$0.50 increase.

Effective July 1, 2014, a 0.5% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$0.50. The Haines Borough Step Chart shall reflect that change.

Effective July 1, 2015, a 0.5% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$0.50. The Haines Borough Step Chart shall reflect that change.

On July 1 of each year during the terms of this contract employees who have received an acceptable+ performance evaluation and who have been at step 17 for one year or more will receive a 1% increase to their hourly wage.

The parties have agreed to the wage assignments on the basis of the nature and/or requirements of each job position, including but not limited to, skill, experience, education, certification, responsibility and supervision required of the position, criticality of the position and hazards of the position.

Wages for job positions shall follow and be governed by the Chart.

Employees shall begin employment at Step 1 of the particular position being filled. The Manager may authorize an advanced step appointment of up to Step 3 on the chart for a newly appointed employee on account of an appointee's exceptional qualifications or where recruitment at the Step 1 rate has failed. The Manager, with agreement with the Union and its negotiating team and based on special and rare circumstances may appoint an employee above Step 3.

B. OVERTIME

When mandated by state or federal law, an employee is directed to work more than forty (40) hours per week, shall be paid overtime at 1.5 times the base hourly rate of pay for all overtime hours worked. If mutually agreed upon by the employee and the employee's department head and approved by the Manager, compensatory time may be given in lieu of overtime and shall accrue at the same rate number of hours as if the employee had been paid for the work (i.e. 1 hour of compensatory time shall accrue for each straight time hour and 1.5 hours of compensatory time shall accrue for each overtime hour). Compensatory time may not be accumulated in excess of 40 hours. Overtime shall be distributed as evenly as possible among the employees of each department.

C. CALL OUT TIME

When an employee is called back to work after the completion of his/her regular shift, he/she shall be paid either two (2) hours overtime or for the actual time worked at the overtime rate, whichever is greater.

D. STANDBY TIME

Employees required to be on standby shall be paid at minimum wage. Standby employees who are called out shall be paid at their appropriate rate for the hours worked.

E. SHIFT DIFFERENTIAL

Dispatchers, patrol officers, and the police sergeant are eligible for shift differential. Hours worked between 4 p.m. and 11:59 p.m. shall receive an additional \$0.50/hr swing shift differential added to their base hourly rate. Hours worked between midnight and 7:59 a.m. shall have an additional \$1.00/hr graveyard shift differential added to their base hourly rate. Shift differential applies only to hours worked.

F. STEP ADVANCEMENT

On July 1st of every year all employees who have completed 500 hours of employment since receiving their most recent step advancement, as well as new employees who have completed their first 500 hours of employment, shall be eligible for a 1 step advancement with an acceptable+ evaluation regardless of probationary status.

Should a qualified employee not receive a performance evaluation prior to March 1st of the applicable qualifying year, the employee will automatically receive the step increase in the succeeding fiscal year.

With the approval of the Manager, a merit increase of two steps may be awarded to an employee who receives an overall performance evaluation of "outstanding."

The Manager will prescribe the form and frequency of performance evaluations, which in any event, shall be conducted at least once a year. Performance evaluations for seasonal employees shall be conducted at the end of each work season. At the time of hire, employees shall be advised of the performance standards expected and upon which evaluations will be based. Performance evaluations will be in writing and will be based on quantity of work, quality of work, employee conduct and other relevant requirements used to measure job performance. Employees shall receive, review and discuss their performance evaluations with the supervisors, who shall, if appropriate, make suggestions for ways in which the employee's performance may be improved.

The parties acknowledge that employee evaluations are an exercise of management rights. An employee who disagrees with the contents of an evaluation may submit a written statement or rebuttal to the evaluation with 10 days of its receipt. Within 10 days of rebuttal receipt the Borough Manager shall make a review. The review shall include a meeting with the department head manager and employee. After review, the Borough Manager shall decide whether to modify

or sustain the evaluation, which decision shall be final and binding and shall conclude the matter. Said Statement of rebuttal and documentation of the Borough Manager's review shall be attached to the final evaluation and included in the employee's personnel file. Established review policies of a component unit shall precede a review by the Borough Manager.

On or before July 1st of every year, the employer shall provide notice to those employees who have eligibility for a pay increase as to whether a pay increase has been earned.

All step increases are subject to the authorization and appropriation of funds by the Borough Assembly and shall be effective July 1 of the year granted. In the event Borough revenues, excluding grant funds, are sufficiently to cover the step advancements without requiring the reduction or elimination of other services, and the Borough Assembly fails without good cause to appropriate funds for such step advancements, and after reconvening the parties are unable to resolve the matter, the parties agree that the provisions of Article 6, Negotiations shall be followed. The provisions of Article 17 (No Strike Clause) shall be waived only after efforts to resolve the dispute through the processes in Article 18 have been exhausted.

1. Step Placement Upon Promotion. Each employee promoted under the provisions of this Agreement shall advance to the grade and step commensurate with the employee's experience, knowledge and responsibilities in the new position.

2. Step Placement Upon Demotion. Each employee demoted under the provisions of this Agreement shall move to the grade and step commensurate with the employee's experience, knowledge and responsibilities in the new position.

G. TRAVEL TIME

Travel outside of regularly scheduled work hours will be paid for actual time actively traveling up to eight (8) hours per day of straight travel time.

H. TEMPORARY UPGRADES

Interim pay: When an employee is appointed to fill in a vacant position in a higher classification that employee will receive an additional 20% above their normal pay rate for all time worked in that status.

Acting Pay: When an employee is temporarily assigned to perform the duties of a position in a higher classification for more than 15 consecutive calendar days they will be paid 10% above their normal pay rate for all time worked in that status.

I. SALARIED EMPLOYEES

Management may, with the agreement of the employee and union's negotiating team, establish a salary for individuals who meet the legal definition of a salaried employee. These salaries agreements will be made in accordance with all other provisions of this collective bargaining agreement and be memorialized in a letter which will outline the hours to be worked and clearly address any other expectations. Salary agreements may not exceed a ceiling of 35% of the employee's regular hours in overtime hours.

J. EXCEPTION TO NO STRIKE CLAUSE WAIVER

In no event shall the waiver of Article 17 (No Strike Clause) referenced in this section apply to port and harbor security personnel.

ARTICLE 16 CONTRACTING OUT

If the Employer determines, after a cost efficiency study, that the Employer's best interest requires work formerly performed by a unit member be contracted out of the unit, the Manager shall notify the Union in writing within 20 working days of the Employer's determination and provide the Union with an opportunity to comment on the proposed contract prior to implementation of the contract.

Work that has historically been performed by non-unit members may continue to be performed in the same manner.

ARTICLE 17 NO STRIKE CLAUSE

The Union agrees that during the term of the Agreement it will not cause, authorize, condone, sanction, support, or take part in any strike, walkout, work stoppage, concerted refusal to report for work, work slowdown, withholding of service or other work interference for any reason. The Employer agrees that during the term of this Agreement there shall be no lockout of employees.

ARTICLE 18 GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

It is the intent of the Borough and the Union that employees and supervisors shall strive to anticipate and correct any situation that might lead to a grievance and thus, to the fullest extent possible, prevent grievances from happening. The parties recognize, however, that complaints and disputes do arise in the best of work environments and therefore, in order to amicably and fairly bring forth, consider, and adjudicate said grievance, adopt the following procedures:

1. A grievance shall be defined as any difference, controversy or dispute arising between the Union or an employee of the bargaining unit and the Employer involving the interpretation, application or alleged violation of any provision of this Agreement. This grievance procedure shall provide the sole means of settling said difference, dispute or controversy. This includes disputes regarding whether any particular controversy is subject to this grievance under the Employer's grievance procedure, a member of the bargaining unit must first contact the Union to discuss if the grievance is subject to this grievance

procedure. If the Union believes the grievance is not subject to this grievance procedure it shall inform both the bargaining unit member and the Employer of this determination.

STEP ONE: The aggrieved shall file a written grievance with a Steward or designated representative of the Union within thirty (30) working days of the date of the disputed action or the date the employee is made aware of the action. Prior to or concurrent with filing of the written grievance the employee and/or a Steward may attempt to resolve the dispute informally by speaking with the immediate supervisor. Informal discussion is encouraged prior to filing the written grievance. However, the Step One filing deadline is met by filing of the written complaint by the Union with the immediate supervisor

The supervisor with whom the grievance is filed must provide a written answer within ten (10) working days describing corrective action taken and whether the grievance is denied or granted in total or in part

If the grievance involves the actions of some whose "immediate supervisor" is the Borough Manager of the Assembly, the grievance process may be initiated at Step Two rather than Step One.

STEP TWO: Should the parties fail to agree to Step One, the grievance shall be referred in writing to the Borough within ten (10) working days of the receipt of the Step One response. The Steward or designated Union representative shall meet with the Manager or other designated representative of the Borough to discuss the grievance and attempt to resolve it. The Borough shall answer the Union's Step Two submittal within fifteen (15) working days of receipt, in writing. If the grievance cannot be settled within twenty (20) working days after receipt by the Borough, either party may proceed to Step Three of this article by notifying the other party in writing.

STEP THREE: Should the parties fail to agree to Step Two, the grievance shall be referred in writing to the Borough Mayor within ten (10) working days of the receipt of the Step Two response. The Mayor and the Personnel Committee shall meet with a Union representative to discuss the grievance and attempt to resolve it. The Mayor shall answer the Union's Step Three submittal within fifteen (15) working days of receipt, in writing. If the grievance cannot be settled at Step Three within twenty (20) working days after receipt by the Mayor, either party may proceed to Step Four of this article.

STEP FOUR: Arbitration. Any grievance, which involves the application or interpretation of the terms of this agreement, which is not settled at Step Three, may be submitted to arbitration for settlement. If either party desires to move to arbitration, the request must be made in writing within twenty (20) working days of the receipt of the Step Three response. The parties will meet within the ten (10) working days to select an arbitrator.

B. BOARD OF ARBITRATION

1. Within thirty (30) days of the signing of this Agreement, the Union will request from the United States Federal Mediation and Conciliation Service the names of seven (7) qualified arbitrators. Either party may, at any time, request a new list of arbitrators during the life of this Agreement. Such list shall be effective upon its receipt.

2. In the event that arbitration becomes necessary, the arbiter will be selected by the Union and the Employer by alternately striking from the United States Federal Mediation and Conciliation Service list one (1) name at a time until only one (1) name remains on the list. The name of the arbitrator remaining on the list, shall be accepted by the parties, and arbitration shall commence within fifteen (15) calendar days thereafter, unless otherwise mutually agreed to by both parties.
3. During the process of the above procedure, there shall be no strike or lockout, which is in any manner related to this grievance. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby.
4. The authority of the arbitrator shall be limited to questions directly involving the interpretation or application of specific provisions of this Agreement and no matter shall be subject to arbitration hereunder. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate, or to establish a new wage rate. Should either party fail or refuse to abide by the arbitrator's decision, the prevailing party shall be free to take whatever action it deems necessary, and such action will not be considered in violation of the Agreement.
5. The arbitrator shall render a decision within thirty (30) days following the final day or arbitration hearing unless mutually agreed to by both parties. Expenses incident to the services of the arbitrator shall be borne by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable.

C. Time Limits Extended Upon Mutual Consent. The time limits set forth in this Article may be extended upon mutual written consent of the Employer and the Union.

D. No Penalty for Grievance. Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

ARTICLE 19 EMPLOYMENT PRACTICES

A. Personnel File. A personnel file will be maintained for each Employee in Human Resources. Information contained in the personnel file will, in accordance with the Employer's policy, be kept confidential, and will include but not be limited to: employment application and supporting materials, transfer applications and supporting documentation, performance appraisals, benefit information, certification and training records, letters commendation and recognition, payroll information and records of disciplinary action. Any employee may request copies of their own personnel files upon three-business-days' notice or may review, in the presence of the borough manager or designee, their own personnel file upon 24-business-hours' notice. Documentation regarding rate of pay, reason for termination, change in employment status and leaves of absence

shall be in writing with a copy provided to the Employee. The Employee shall receive a copy of any material commending the Employee that is placed in the Employee's personnel file. Upon written request from an Employee or a representative of the Union, if authorized by the Employee with a written waiver and release of confidentiality, Human resources will provide copies of the Employees personnel file.

B. Discipline and Discharge. Except as provided under Article 14 of this Agreement, Probationary Status, no employee shall be disciplined or discharged except for just cause. "Just Cause" shall be defined to include the concept of progressive discipline (such as verbal and written counseling and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the Employee. Employees shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. An Employee may request the attendance of a Union representative during any disciplinary meeting or investigatory meeting which may lead to disciplinary action.

C. Personnel Matters. The Employer and Union agree that all personnel matters are confidential and shall treat personnel matters in a confidential manner.

ARTICLE 20 CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. Neither party shall be required, during the term of this Agreement, to negotiate or bargain on any other issue.

ARTICLE 21 TERM OF AGREEMENT

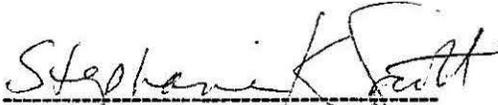
This Agreement shall become effective July 1, 2013, and remain in effect through June 30, 2016.

Either party may give written notice during the period January 1, 2016-through February 1, 2016, of its desire to negotiate a successor agreement. Negotiations shall commence on or after February 1, 2016.

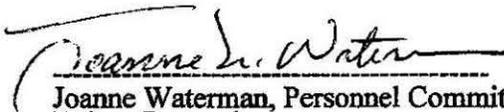
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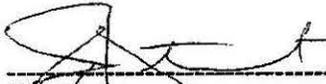
Mark Earnest, Borough Manager
Haines Borough
Spokesperson



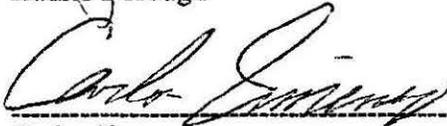
Stephanie Scott, Mayor
Haines Borough



Joanne Waterman, Personnel Committee Chair
Haines Borough



Jifa Stuart
Haines Borough



Carlos Jimenez
Haines Borough



Julie Cozzi, Recorder
Haines Borough

PUBLIC EMPLOYEES LOCAL 71:



Tom Brice
Public Employees Local 71
Spokesperson



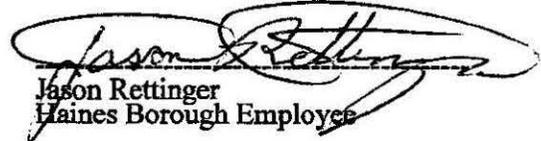
Cathy Keller
Haines Borough Employee



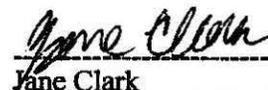
Scott Bradford
Haines Borough Employee



Phil Benner
Haines Borough Employee



Jason Rettinger
Haines Borough Employee



Jane Clark
Haines Borough Employee



Ed Bryant
Haines Borough Employee



CLERK'S REPORT

DATE: July 28, 2015
 TO: Mayor and Borough Assembly
 FROM: Julie Cozzi, MMC, Borough Clerk / Acting Manager

1. Manager Traveling

Manager Dave Sosa and his family are traveling out of the country on a well-deserved vacation. He plans to return to the office on Monday, August 3. In the mean time, I am working together with our great staff to hold down the fort.

2. Noise Study Report

Mr. Sosa spoke with the contractor regarding the Noise Study prior to leaving on his trip. They have reviewed all of the comments and will include them as an appendix to the Noise Study report. Additionally, they will address the concerns raised in the comments within the report itself. Some of the people commenting requested access to the raw data. The contractor states that this is about 4-6 GB of information. The borough will need to send a hard drive for them to put the data on and then anyone who wants the data can provide their own hard drive and we will get it to them. Finally, Mr. Sosa confirmed with the contractor that we are looking at mid to late Sep for a presentation to the assembly and general public.

In response to a recent public records request, I have it on my task list to put the Noise Study comments on the borough's website. I hope to complete that task no later than July 30.

3. October 6, 2015 Borough Election

The following positions will be on the ballot this year:

Borough Assembly Seat A – 3-year term (Incumbent - Dave Berry)

Borough Assembly Seat D – 3-year term (Incumbent – Joanne Waterman)

School Board Seat A – 3-year term (Incumbent – Sara Chapell)

School Board Seat D – 3-year term (Incumbent – Michael Wilson, appointed)

School Board Seat F – 2-year term (Incumbent – Tiffany DeWitt, appointed)

The candidate filing period per borough code is August 1 through August 20. Since the borough office is open Monday through Friday from 9:00 a.m. to 5:00 p.m., the first day to submit paperwork for the 2015 Election would be Monday, August 3.

To declare candidacy, a person may obtain the necessary forms from the Borough Clerk's Office or from the borough's election website at: <http://www.hainesalaska.gov/administration/borough-election-information>. **Residency and voter registration requirements must be met.**

NOTE: State law permits campaigning prior to filing candidacy PROVIDED a *Candidate Letter of Intent Form* is first filed with the Alaska Public Offices Commission (APOC). That form is available at the following website: http://doa.alaska.gov/apoc/forms_candidate.html.

As you know, at the last election, the voters ratified a Charter amendment to remove the requirement to get at least 40% of the votes to be elected. Therefore, offices will now be filled by those candidates receiving the greatest number of votes, and if terms are of different lengths, the candidate(s) with the highest number of votes will be elected to the longest term(s).

4. Tourism Update

Attached is a report from Leslie Ross, Tourism Director.

Tourism Report: July 22, 2015

Marketing:

The Tourism Department is working on collecting information for the 2016 Visitor Planner, we will be putting out requests for photos.

Leslie Ross met with Rich Cooper of Frostline Productions to discuss a new promotional video for Haines. As well he met with the Chamber & Arts Confluence to discuss collaboration to promote Haines, Arts and businesses.

Tourism Director has been invited to join the Juneau CVB at the annual Adventure Travel Trade Association. This show will be in Anchorage in 2016 and Alaska is preparing to have the top Adventure Travel companies come through Alaska. We are partnering with Juneau CVB and Un-Cruise Alaska to bring a group of delegates through Southeast and Haines.

Projects:

Leslie Ross is heading the Picture Point Committee and project to continue progress and finish the current grant.

We are just closing the Picture Point Acquisition Grant that included the fill, clearing, and improvements to the parking lot. With the Wayside Grant, the restrooms are installed and working, the committee is meeting to plan trail access to the beach, landscape for the boundary of the parking area and slopes going off toward water. The Welcome to Haines sign is in process and hope to be erected this summer. There are also plans for a small pavilion.

The Tourism Director and member of the Tourism Advisory Board will be taking part in the Committee working on the aesthetics of the Small Boat Harbor project.

Memo



Date: July 20, 2015
 To: Mayor, Assembly
 Cc: Dave Sosa, Borough Manager
 From: Jila Stuart, Chief Fiscal Officer
 RE: 2015 Property Tax Billing

The 2015 property tax bills for the FY16 fiscal year have been mailed to taxpayers. Revenues are higher than projected in the FY16 budget due primarily to:

- Senior and veteran exemptions increasing at a lower rate than expected
- Several amended notices of value that went out after the initial assessment notices were mailed
- Assessed values holding steady through the exemption process at a higher rate than anticipated

Senior & Veteran Exemptions

Last year, in the 2014 tax year, the Borough experienced a sharp increase in the senior and veteran exemption. In 2014 the number of qualifying applications increased 14%, going from 210 the previous year to 240. Based on this trend and the nationwide demographic of aging baby boomers, we anticipated an additional 10% increase for 2015. As it turns out there was only a 3% increase in the number of approved applications, which went from 240 to 246. Another noteworthy number is the increase in the total value of property subject to the exemption. The value of exempt property in 2015 increased only 2% as opposed to 14% in 2014. Here are some statistics from the senior & veteran exemption applications:

- 31 new senior or veteran exemption applications were received this year;
- 18 property owners received the exemption in 2014 but not in 2015 because they relocated;
- 4 property owners who received the exemption in 2014 were deceased in 2015; and
- approximately 7 applicants were denied for various reasons.

The following chart gives a summary of the senior & veteran exemption for the last several years:

Senior & Veteran Exemptions					
Year	2011	2012	2013	2014	2015
#of Approved Applications	203	206	210	240	246
		1%	2%	14%	3%
Exempt Value \$ Amount	\$25,182,926	26,210,301	28,035,030	32,040,500	32,678,973
		4%	7%	14%	2%
Total Tax Exempt	\$269,619	\$ 271,622	\$ 270,236	\$ 311,759	\$ 324,948
		1%	-1%	15%	4%

Change in Assessed Value

Real property assessed values increased 2% in 2015, compared to 1% in 2013 and 12% in 2012. Overall the assessed value increased \$6,068,600 in 2015. \$1,507,800 (25%) of this increase comes from the sale and development of two commercial parcels in the Borough's primary school subdivision. Another \$1,572,600 (26%) comes from the increase in value in the portion of Haines Assisted Living's veteran housing which is not subject to mandatory exemption by the State of Alaska. The chart below shows the increases broken down by taxing district:

Real Property

Assessed Values

	FY13 2012	FY14 2013		FY15 2014		FY16 2015	
TOWNSITE	177,802,260	193,840,600	9%	197,028,600	2%	202,057,300	3%
F.D.#1	45,433,240	52,793,800	16%	52,042,300	1%	52,501,600	1%
F.D.#3	28,934,498	38,296,190	32%	37,902,200	1%	38,365,700	1%
BOROUGH (no fire service)	34,206,397	34,731,300	2%	34,640,100	0%	34,757,200	0%
TOTAL							
VALUES	\$ 286,376,395	\$319,661,890	12%	\$321,613,200	1%	\$327,681,800	2%

Property Tax Revenues

Per the 2015 tax bills revenues are higher than budgeted. Haines Assisted Living (HAL) was sent a bill for \$21,760.85 for the portion of their new structure which is not subject to mandatory exemption. They are preparing an application for a Community Purpose Exemption for the 2015 tax year. The following table assumes an exemption is not granted to HAL.

Tax Area	FY16 Budget	Total from Tax Bills	Revenue Over / (Under) Budget
Areawide General Fund	\$ 1,674,000	\$ 1,706,486	\$ 32,486
Letnikof RMSA	10,000	9,807	(193)
Riverview RMSA	1,500	1,485	(15)
Historic Dalton Trail RMSA	8,000	8,095	95
Eagle Vista Sub-RMSA	5,000	5,028	28
Chilkat Lake Sub-RMSA	1,500	1,568	68
Townsite Service Area	403,000	416,795	13,795
Fire District #1	191,000	196,189	5,189
Fire District #3	31,908	31,600	(308)
Debt Service Funds	<u>423,318</u>	<u>430,306</u>	<u>6,988</u>
	\$ 2,749,226	\$ 2,807,359	\$ 58,133



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

8C

Facility Administration Report June 2015

Usage:

The Community Youth Theater commenced July 1st and the center has been the site of lots of singing and playing which is always heartwarming, but particularly sweet when the key players are under 10. Their production will be July 24 and 25. This is sponsored by the Lynn Canal Community Players who play a big part in helping.

The New Old Time Chautauqua group was in Haines with community fun culminating in an event at the CCA on June 10th which was an amazing show and very in the spirit of interactive theater. Full house.

The community youth group, Youth Alive! Has been holding monthly meetings at the CCA looking for a space that is non-sectarian and where they can meet casually and with purpose. Al Giddings is sponsoring this.

The lobby was also the location for:

- A prayer retreat
- Haines Borough sponsored board member training
- Sunday Services with St Michael's
- Breath and Movement class

The Dance studio is again hopping with Jujutsu and Tai Chi.

Conference room used as usual for board meetings for FCCA, CCA and KHNS.

Local tour operators are using the lobby for the occasional lunch spot when the weather is inclement. Rainbow Glacier Adventures has a standing spot during the summer on Mondays and Alaska Nature Tours used the lobby a number of times in June for the same reason.

The Chilkat Center was asked for to bid on the TIA conference for 2016 and submitted paperwork to Tourism Dept.

Maintenance:

The CCA kitchen needs a makeover to be more competitive with other venues. The FCCA is considering a grant that may assist with that renovation.

Submitted by Facilities Manager, Kay Clements, June 2015

Chilkat Center for the Arts			
6/30/2015			
Contact	Function	Participants	Amount
	Dance Studio		
Chorus Bishop	Jujutsu	36	\$155.00
Marilyn Harrold	Tai Chi	15	\$90.00
	Lobby		
Well and Fit	Morning Muscles - no classes in June	0	\$0.00
St Michael's	Sunday Services - 4 Sundays	85	\$300.00
Grace Jones	Breath and Movement	12	\$45.00
Rainbow Glacier Adventures	Lunch - June	80	\$200.00
Alaska Nature Tours	Lunch - June	20	\$202.50
Jim Studley	Prayer Retreat	12	\$275.00
Al Giddings	Community Youth x2	20	\$50.00
Haines Borough	Meeting Training	20	\$75.00
	Conference Room		
FCCA	Board meeting	7	n/c
KHNS	Board meeting March 18th	8	n/c
CCA	Board Meeting	6	n/c
	Auditorium		
Chautauqua	Theater	250	\$375.00
Table rentals			\$50.00
			\$1,765.00
Haines Borough	Meeting Training	20	(in kind) -75.00
	June Totals	571	\$1,690.00



**Haines Borough
Planning Commission Meeting
June 11, 2015
MINUTES**

Approved

1. **CALL TO ORDER/PLEDGE TO THE FLAG** – Chairman **Goldberg** called the meeting to order at 6:30 p.m. in Assembly Chambers and led the pledge to the flag.
2. **ROLL CALL** – **Present:** Chairman Rob **Goldberg**, Commissioners Lee **Heinmiller**, Robert **Venables**, Heather **Lende**, Brenda **Josephson**, Rob **Miller**, and Don **Turner III**
Staff Present: David **Sosa**/Manager, Jan **Hill**/Mayor, and Tracy **Cui**/Planning and Zoning Technician III
Also Present: Mike **Case** (Assembly liaison), Sally **Garton**, Mike **Dorris**, Mike **Wilson**, Bill **Rostad**, Carolyn **Weishahn**, Mike **Binkie**, Dorothea **Owens**, Carla **Richardson**, Jonathan **Richardson**, Carol **Tuynman**, Greg **Schlachter**, and others.
3. **APPROVAL OF AGENDA**
Motion: **Venables** moved to “approve the agenda.” **Turner** seconded it. The motion carried unanimously.
4. **APPROVAL OF MINUTES** – May 14, 2015 Regular Meeting Minutes
Goldberg said the minutes have some structural issues. He suggested postponing the approval of the minutes until the next regular meeting. The commissioners agreed.
5. **PUBLIC COMMENTS**
Weishahn wanted to comment on the Front Street Project. **Goldberg** said the topic is on tonight’s agenda, so she can comment on it later.
6. **CHAIRMAN’S REPORT**
Goldberg said he attended an advisory boards training session at Chilkat Center. A lot of information is covered in the Planning Commission Handbook and Robert’s Rules.
7. **STAFF REPORTS**
 - A. **Planning & Zoning Staff Report**
Cui reported monthly permits, enforcement orders, and updates on projects.
Josephson requested the copies of the enforcement orders. **Cui** said she will email them to the commissioners later.
Heinmiller asked about the Haines Borough floodplain maps. **Cui** said FEMA is planning to produce updated maps, which will show the relevant flood risks and incorporate the entire jurisdiction boundaries that are not currently identified correctly on the existing maps.
Miller asked about the addressing project. **Cui** said the remaining addresses are mainly located in trailer or mobile home parks. Numbers have been assigned to all the houses on Beach Road.

Lende asked about the removal of the office trailer behind the library. She said the trailer shall be removed by June 12, 2015 according to her notes taken during the June 12, 2014 meeting. **Cui** said she will check the expiration date of the permit.

Lende asked the status of the temporary residence ordinance. **Cui** said the ordinance is currently under staff review. It will be introduced to the Assembly soon.

8. PUBLIC COMMENTS

A. **Jonathan Richardson – Dog Boarding Kennel Conditional Use Permit – Lot 33, Tanani Bay Subdivision**

Goldberg opened the public hearing at 6:40 p.m.

J. Richardson said he plans to construct a dog boarding kennel. He will provide overnight boarding, dog day camp, washing, grooming, and other dog-related services. This will be a family business. The proposed facility meets the setback regulations. The dogs will be supervised and kept in the fenced area. He expressed his disagreement over some of the comments from the neighborhood. He accepted the conditions listed in the staff's recommendation letter except the installation of padded walls and acoustical panels.

Wilson said he owns two pieces of properties directly across Richardson's property. He is adamantly against granting this permit for a number of reasons. This is a very quiet neighborhood. He believes a dog kennel will have barking dogs which disrupt the stillness of the area. He also mentioned that the police officers have had to respond several times because of the behavior of Richardson's dogs running loose as a pack. Richardson has not shown himself to be a responsible dog owner.

Many residents from the neighborhood were opposed to the granting of the permit. Some property owners reported encounters with Richardson's dogs along Lutak Road and on their own properties, and described aggressive behavior. Some property owners expressed their concerns about noise from dogs.

Goldberg closed the public hearing at 7:03 p.m.

Lende asked about Richardson's background in dog training.

Miller asked Richardson how to prevent the dogs from barking together in the night time. **Richardson** said he may use bark collars and he will train the dogs. **Miller** said most of the owners would not like to put bark collars on their dogs, and it is difficult to train a dog in the short term.

Lende asked why the recommendation letter is from Cui. The code indicates that the letter shall be provided by the manager. **Cui** said the code defines "manager" as the Borough Manager or designee.

Motion: **Miller** moved to "approve Richardson's dog boarding kennel conditional use proposal with the conditions set forth in the staff's recommendation letter." **Venables** seconded it. The motion failed unanimously.

Lende said that noise from barking dogs may discourage others from purchasing properties and moving into the neighborhood. She said the proposed use is inconsistent with the Comprehensive Plan.

Heinmiller said he also agrees that the value of the adjoining properties may be impaired.

Venables recommended the applicant come up with a stronger proposal.

Josephson said the community needs this type of business, but she does not think it is a suitable location. **Turner** agreed.

Goldberg said the Borough code requires that eight criteria be met before a conditional use permit is granted. Based on the discussion, the commission found that the criteria cannot be met.

9. **UNFINISHED BUSINESS** – None

10. **NEW BUSINESS**

A. **Historic District/Building Review** – None

B. **Haines Borough Code Amendments** – None

C. **Project Updates** – None

D. **Other New Business**

1. **Front Street Project POA-2015-197**

Schlachter spoke on behalf of the property owner, Roger Schnabel. He is applying for a Department of the Army permit to discharge dredged and fill material into the water for construction of a marine repair and boat storage facility, office and retail space, recreational vehicle park, and restaurant/bar. He stated that the fill material for the project may be sourced from dredging of the proposed South Portage Cove Harbor expansion or an alternate source.

Weishahn thanked the commission for scheduling this topic on the agenda. She said the Army Corps has determined that the proposed activity may adversely affect essential fish habitat in the project area. The proposed project may increase the potential for injury or mortality to salmon from elevation of suspended particulates within the water column and/or loss of habitat.

Several other citizens spoke. They hoped the commission will seriously consider the potential negative impacts of this project, and submit comments to the Army Corps.

Schlachter said the Borough Manager has already submitted comments on behalf of the Borough. **Sosa** confirmed.

Goldberg said the Borough code requires construction of a commercial-related activity involving more than 500 square feet in the waterfront zone must be approved as a conditional use permit by the commission.

Lende said she feels the Comprehensive Plan is being ignored. **Goldberg** explained to her that the commission has been making effort to follow the guidelines in the Comprehensive Plan.

Miller suggested the commission focus on whether the commission wants to submit its specific requests to the Army Corps. He also suggested the Borough send a written request to the Army Corps to make sure the Borough will receive copies of the public notices in a timely manner.

More discussion ensued.

Turner said he does not have comments to the Army Corps since the Borough has already provided its comments.

Heinmiller suggested the Borough Manager address the issue of not getting the public notices from the Army Corps.

11. **COMMISSION COMMENTS**

Lende asked why the actual parking lot plan at Picture Point is not matching the original plan. **Sosa** said he will touch base with staff to check the status of the project.

Josephson asked for verification if local residents allow to park vehicles at Port Chilkoot Dock. **Sosa** said the parking lot is open to the public except on cruise ship days.

12. **CORRESPONDENCE** - None

13. **SET MEETING DATES**

A. Regular Meeting—Thursday, July 9, 2015.

14. **ADJOURNMENT**– 8:36 p.m.



**Haines Borough
Planning Commission Meeting
May 14, 2015
MINUTES**

Approved

1. **CALL TO ORDER/PLEDGE TO THE FLAG** – Vice-Chairman **Heinmiller** called the meeting to order at 6:30 p.m. in Assembly Chambers and led the pledge to the flag.

2. **ROLL CALL** – **Present:** Chairman Rob **Goldberg** (called in), Commissioners Lee **Heinmiller**, Robert **Venables**, Don **Turner III**, Brenda **Josephson** (called in), and Rob **Miller** (called in).
Absent: Heather **Lende**

Staff Present: Jan **Hill**/Mayor, and Kathryn **Friedle**/Administrative Assistant

Also Present: Mike **Case** (Assembly liaison), Diane **LaCourse**, Jim **Stickler**, Ron **Jackson**, Debi **Knight Kennedy**, Sean **Gaffney**, Tresham **Gregg**, Heather **Shade**, Darcie **Culbeck**, Meredith **Pochardt**, Stephanie **Scott**, Fred **Shields**, and others.

3. **APPROVAL OF AGENDA**

Venables suggested two amendments:

- 1) Add Povey significant structure porch addition to 10A; and
- 2) Move 10B1 Off-Premises Sign Ordinance to after 7 and before 8.

Motion: **Venables** moved to “approve the agenda as amended.” **Goldberg** seconded it. The motion carried unanimously.

4. **APPROVAL OF MINUTES** – April 16, 2015 Regular Meeting Minutes

Motion: **Venables** moved to “approve the April 16, 2015 regular meeting minutes with amendments to correct wording in motion of 10B1 and comments in 10D1.” **Turner** seconded it. The motion carried unanimously.

5. **PUBLIC COMMENTS**

Stickler expressed his concerns about getting his building permit approved. **Heinmiller** said the manager should be able to make the decision. The Planning Commission expressed support for policy or code change if needed.

Case asked for assurances that Knight Kennedy’s appeal would be heard after 10B1.

Gregg said that a joint meeting of the Planning Commission, Port and Harbor Advisory Committee, and Parks and Recreation Advisory Committee needs to be scheduled to discuss the harbor design, as stated in the Haines Comprehensive Plan.

6. **CHAIRMAN’S REPORT**

Goldberg said he had lunch with the Governor and tried to promote Haines’ issues and encouraged the Governor to visit Haines. He was in Juneau for the nomination of Lonnie Hotch for the First Lady Volunteer Award.

7. **STAFF REPORTS**

Planning & Zoning Staff Report

10B1. Off-Premises Sign Ordinance in HBC 18.90 – Action Item:

Public testimony from Haines’ business owners has shown that for those whose businesses are located off the main traffic routes, placing a sign directing people to their business is essential for their survival. Most of these signs are on private property and have the permission of the property owner. The signs on the public sidewalk on Portage Street are allowed in Code as long as they are placed three feet from the curb. Requiring a conditional use permit will allow the Planning Commission and the public to review an off premises sign for acceptability. The Commission was very concerned about the \$150 cost for permitting and asked staff to see if there might be a way to minimize the permitting procedure and costs.

Motion: Venables moved to “recommend that the Borough Assembly adopt the code revision embodied in previous ordinance #11-06-270.” **Josephson** seconded it. The motion carried unanimously.

8. PUBLIC HEARINGS

A. Debi Knight Kennedy – Appeal to the Planning Commission – Action Item:

Heinmiller opened the public hearing at 6:54 p.m.

Heinmiller closed the public hearing at 6:56 p.m.

Motion: Venables moved to “uphold the petitioner’s appeal as consistent with the recommendations to amend the Borough code.” **Turner** seconded it. The motion carried unanimously.

9. UNFINISHED BUSINESS – None

10. NEW BUSINESS

A. Historic District/Building Review – Povey Significant Structure Porch Addition – Action Item:

Motion: Venables moved to “approve the addition to the historic building with consultation with the PC Vice-Chair on the final design for the width of the steps to be contained within the footprint of the porch.” **Turner** seconded it. The motion carried unanimously.

B. Haines Borough Code Amendments

1. Off-Premises Sign Ordinance in HBC 18.90 – Action Item:

Action was taken above per amended agenda.

2. Temporary Residence Ordinance in HBC 18.60.020(H) – Action Item:

Motion: Venables moved to “recommend the Assembly adopt the draft ordinance with the following amendments: 1) change number of days from 15 to 30, 2) add ‘motor home and RVs’ to the initial sentence in HBC 18.60.020(H), and 3) delete reference of campground as temporary residence from HBC 18.20.020.” **Turner** seconded it. The motion carried 5-1 with **Venables** opposed.

C. Project Updates – None

D. Other New Business

1. Jones Point Property – Discussion Item:

Pochardt acknowledged that the area is zoned heavy industrial (and will be surrounded by industrial properties), but it will not be used as such due to the funding restrictions. The deed states that the area cannot be subdivided. Takshanuk Watershed Council plans to develop trails and maintain the area as a natural area that can be utilized by the public. She stated that snow machines would not be allowed on the property.

Culbeck stated that site cleaning up is the first step due to the contaminated soil, two old mill sites, and old buildings. Public non-motorized access will be provided.

More discussion ensued. While the Planning Commission was appreciative for the significant cleanup, it expressed concern with the substantial reduction in industrial acreage of 50 acres. This will need to be addressed in future planning.

11. **COMMISSION COMMENTS** - None
12. **CORRESPONDENCE** - None
13. **SET MEETING DATES**
 - A. Regular Meeting - Thursday, June 11, 2015.
14. **ADJOURNMENT** - 8:22 p.m.



Haines Borough
HBPHAC BOARD
RECORD OF DECISION

DATE: 6-25-15

TO: Borough Assembly

FROM: HBPHAC Board

BOARD DECISION:

MOTION OF APPROVAL OF DRAFT MINUTES OF HBPHAC MEETING 5-26-15

1ST Norman, 2ND Terry passed 5-0

Draft minutes for HBPHAC 5-26-15

CALLED TO ORDER 10:38

ROLL CALL, Fred, Norman, Don, Bill, Brad, Terry, Shawn.

Agenda approved

Motion to approve minutes of HBPHAC meeting 4-27-15, FRED- second Don. Passed 6-0

Public comment, no comments made

No managers' report

Harbor masters report. Failure to pay, all accounts but one are paid or making payments.

Letnikof Cove update, Tricono has been selected for repairs in mid-July to damaged dock.

SPCHE 95% will be available First week of August. 2 month adjustment to time line has been presented by PND to allow EPA to fully review sewer line replacement. A drawing and cost estimate was presented for possible Lookout Park addition to S.E. corner of expanded parking lot. SEAL TRUST has been selected for mitigation monies from SPCHE.

Motion, HBPHAC request the Haines Borough find funding sources for Lookout Park projects other than the funds appropriated for SPCHE (\$19.5mil). Norman 1st, Terry 2nd passed 6-0

Motion, HBPHAC affirms that storage of boats in the small boat harbor parking lot is appropriate. Norman 1st, Terry 2nd. Passed 6-0

Tidal Grid Improvements are being looked into by the Borough.

Old Business Fee Schedule has been sent to the borough and has not been presented to the Haines Borough Assembly yet for their approval. Brad mention that 3 numbers in fee schedule were inaccurate.

Discussion of Pollution insurance was led by Terry. No action.

New Business, Bill Mandeville and Cost benefit analysis and there will be more on that at June HBPHAC meeting.

Letnikof floating breakwater, discussion was led by Don. No action

PC dock Waivers program presented by Bill Mandeville. No action.

Next meeting date, June 25th 8am.

Adjourn 12:15

RATIONALE:

In attendance of meeting Norman Hughes, Terry Pardee, Don Turner.jr, Bill Rostad, Brad Badger.

SUBMITTED BY _____Norman Hughes_____ (signature)

Parks & Recreation Advisory Committee (PARC) meeting

5:30 PM May 27, 2015

Location: Library Conference Room

Minutes

Attendance

PARC Members Rich Chapell, Tresham Gregg, Burl Sheldon, Meredith Pochardt

Approval of Agenda

Approved unanimously without amendment

Approval of Minutes from 1/29/2015

Approved unanimously

Public Comment

Small boat harbor expansion and Lookout Park – No public in attendance

New Business

Elect PARC officers

No volunteers for Chair. Chapell will remain as Chair. Secretary duties will rotate to Sheldon next meeting.

PARC recommendation on Lookout Park in Portage Cove Harbor expansion plan

Motion:

Assuming that the expanded harbor parking area will be built to surround the current location of Lookout Park as shown in the 65% design, and recognizing that the value of unimpeded scenic waterfront views will be sacrificed to expand the Haines working waterfront that will serve the Haines fleet, PARC recommends moving Lookout Park to the SE corner of the expanded parking lot with these design criteria:

- Adequate pedestrian access, at least 10 ft wide corridor from Front St, paved walkway, railings at edge;
- Memorial, gazebo, and totem pole moved or replaced;
- Attractive landscaping and design;
- Interpretive signage;
- Designated shuttle stop for cruise ship passengers.

Motion carried 4-0 with Gregg abstaining.

The abstaining member's recommendation was that the harbor expansion be smaller so that Lookout Park is not behind the wave barrier, or that a separate Lookout Park development with beach level access and picnic areas is sited in the current natural waterfront between Harbor parking and Port Chilkoot Dock.

PARC chair will bring the PARC recommendation to a meeting of the Chairs of the Tourism Advisory Board, Planning Commission, and PARC.

Old Business

PARC membership

Members are encouraged to recruit for the 2 vacant PARC seats.

Resume PARC action plan template

Members will review the Comprehensive Plan and will each bring their 3 top priority ideas to be ranked and advanced by the Committee, as in Jewell's Action Plan.

Next meeting

June 22, 5:30 pm at the Library

Meeting adjourned 7:00 pm

Haines, Alaska CVB

TOURISM ADVISORY BOARD - MEETING MINUTES- **APPROVED**

Friday May 15, 2015 – 9:30 AM

Meeting Call to Order – 9:41

**** note late recording start**

Roll Call: Scott Sundberg, Michael Marks, Rhonda Hinson, Karen Hess, Sean Gaffney

Approval of Excused/Unexcused Absences: Jeff Butcher, Barbara Mulford, Karen Hess

Assembly: Ron Jackson, Staff Bill Mandeville. Mayor Jan Hill

Public: Tresham Gregg, Bill Kurz

Approval of Agenda:

Approved

***Approval of Minutes:** Approved

Public Comments: Lapham – Monday, May 18th 5:30 training for committee chairs

Tresham Gregg- Comments on TAB input on Small Boat Harbor expansion

Bill Mandeville: Suggest looking at overall waterfront park design from Port to port. Suggests TAB

TAKE THE LEAD TO CREATE A JOINT MEETING WITH PARCS AND PORTS & HARBORS.

Chair Report:

New Business:

PC Dock Parking lot changes

ATTA Membership and Conference: Chile conference in October.

Old Business:

Freeride World Tour Update- working on sponsorship for return for next 3 years

GLCVB Sensitivity Training – May 30th

Winter Tourism Study –Request a special discussion of winter tourism in July.

Mandeville tasked with setting up a sub-committee to discuss Helisking and Title V.

Haines Art Study: Hinson, Gregg public comment on promoting arts more and more public outreach on studies.

Commerce Committee/TAB joint meeting to discuss waivers. Tuesday, 4pm Chamber – tasked to invite Ports & Harbor. Ross and TAB to attend P&H May 26th at 10:30am

Ross tasked to head a meeting bringing PARCS, Ports & Harbor, TAB, Planning and Zoning to discuss Waivers and Harbor expansion.

Tourism Director Update:

Cruise ship first dockings: May 20th – Chilkat Dancers, May 26th dancers & KINY

Upcoming FAM trips- Media FAM for food and beverage – Breweries & Distilleries

Travel Writers: Alaska Airlines Magazine, Eric Lucas. Gay Seattle Magazine, Arts and Food

Yukon Convention and Trade Show – successful attendance and meetings with Haines Junction

Mayor and City Manager planning July 1st -4th celebration with Haines Junction

Ross suggests a sponsored Chamber /CVN – Cruise ship schedule posted in paper and radio

Board Comments:

Lapham update: Committee training on the 19th, Commerce meeting on 19th, 4pm

Next Meeting: Thursday, June 25th, 9:30am **Meeting adjourned 11:10am**

Haines Borough Government Affairs & Services Committee Meeting July 20, 2015, 6:30pm

Committee: Chair, Assemblyman Dave Berry.

Committee: George Campbell, Diana Lapham, Ron Jackson, and ex officio: Mayor Jan Hill

Report prepared by: Diana Lapham

Staff: Julie Cozzi/Acting Manager, Tracy Cui/Planning Technician, Shawn Bell/Harbor Master, and Patrick Munson/Attorney for the Borough (via telephone)

Others in Attendance: Shane Horton, Bill Kurz, Debra Schnabel, Gina St.Clair, Brenda Josephson, Emily Files/KHNS, Karen Garcia/CVN, Glenda Gilbert

Topic: Minor Offenses Ordinance

The committee heard from Munson, Cozzi, Horton, Kurz, Schnabel, St.Clair, and Josephson. There was much discussion among committee members.

Motion: George Campbell/ Dave Berry second. Recommend to the Assembly to schedule a committee meeting with a series of meetings to follow to amend code. Committee will start with the Harbor section of code.

Motion passed unanimously 4-0.

Next meeting date set for: August 4, 2015, 6:30pm.

Would like to have members from the Port and Harbor Committee attend.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 15-578

Assembly Meeting Date: 7/28/15

Business Item Description:	Attachments:
Subject: Appeal of Nuisance Abatement Order - Eagle's Nest Trailer Park	1. 5/20/15 Appeal Letter - Owner J. Horton 2. Timeline 3. 5/6/15 Borough Enforcement Letter with attachments including photos & aerial view of subject property 4. 7/9/15 photos 5. 7/9/15 Manager's Comments to the Assembly 6. HBC Chapters 8.12.080,130
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 6/9/15	

Full Title/Motion:
Motion already on the Table: Uphold the manager's nuisance abatement order. This motion was postponed to this meeting.

Administrative Recommendation:
The borough manager recommends you uphold the borough's abatement order in this matter.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ none	\$ n/a	\$ n/a	n/a

Comprehensive Plan Consistency Review:
Comp Plan Goals/Objectives: _____
Consistent: Yes No

Summary Statement:
On May 6, 2015, the borough issued a nuisance abatement order to Eagle's Nest Trailer Park regarding unlawful accumulation of trash around two of the trailers. As is her right under HBC 8.12.130, owner Janis Horton submitted a timely written appeal. On 6/9, the clerk gave the appeal to the assembly and scheduled the hearing that took place on 7/14/15. During deliberations, a motion to uphold the manager's abatement order was made. At one point, the assembly recessed and visited the subject property. After returning and after further discussion, two assembly members offered to assist with the clean-up. A motion to postpone to this meeting was made and passed to provide two more weeks for clean-up. At this meeting, the assembly will resume deliberation (the hearing is done) and then take action to decide whether or not to affirm the manager's determination that a nuisance existed/exists and his order to abate. Written findings that formalize the reasons for the assembly's decision will be drafted for assembly approval by resolution at the next meeting.

Referral:
Referred to: _____ Referral Date: _____
Recommendation: _____ Meeting Date: _____

Assembly Action:
Meeting Date(s): 6/9, 7/14, 7/28/15 Public Hearing Date(s): 7/14/15
Postponed to Date: _____

Eagles Nest Motel
Shane & Janis Horton
PO Box 250
Haines, AK 99827
907-766-2891

May 20, 2015

To: The Haines Borough Assembly

RE: Nuisance Order/Litter Eagles Nest Trailer Park

On May 11 I received a certified letter regarding a trailer park tenant's trash and litter. Since the pictures and letter were sent there has been significant cleanup done on the lot. There is still a lot to do, but they are making progress. As in most of these cases the renter allows it to get out of hand and then they don't have the money to dispose of it all at once. In our recent discussion with them they stated they are going to use their tax return for more cleanup and disposal.

Now that I have been given a notice I just wanted to touch on the inequity of how the Borough code is being enforced in this matter. There is an ordinance on the books regarding the trash, garbage etc but it all comes back on the landowner, not the responsible party? Why isn't the offender fined? Maybe they would take a more positive approach if they had a legal court summons regarding the matter. Forcing me to clean up the mess created by someone else only enforces the notion that they not clean up their own mess because someone else will do it. If this notion were to catch on with all the trailer park tenants imagine what would happen.

It seems odd to me that if someone puts a bag of trash in a Borough dumpster, it gets full investigation to find out who is responsible, and the party is notified and potentially fined, but in a situation like the above the Borough falls back to the landowner to dispose of someone elses mess?

At this time I would like to request an extension of time in order to allow for the tenant to continue their cleanup efforts through the next few months. I believe that with continued monitoring of the situation by both the Borough and ourselves we can bring the situation to a productive end.

Thank you for your time and consideration.

Sincerely,



Janis Horton

Timeline

Nuisance Abatement Order – Eagle’s Nest Trailer Park

April 22, 2015 - Borough staff was in the Eagle’s Nest Trailer Park as a part of a townsite-wide addressing project and, while there, found excessive trash build up around two trailers located on the last row closest to the forested area off of Sawmill Road. Photos were taken at that time.

May 6, 2015 – Following staff review of code, the Haines Borough declared it to be a public nuisance in violation of Title 8, and ordered the removal of the unlawful accumulation of trash no later than May 16, 2015. This nuisance abatement order was issued to Eagle’s Nest Trailer Park owners, Shane & Janis Horton via certified mail. Additionally, copies were hand-delivered to the owners of the two trailers.

May 20, 2015 - The borough clerk received a written appeal from trailer park owner, Janis Horton, as allowed by HBC 8.12, and this “stayed” the order (put it on hold). The appeal deadline was May 21.

June 9, 2015 – The borough clerk made the assembly aware of the appeal and scheduled the appeal hearing for July 14, 2015.

July 9, 2015 – Borough staff conducted a re-inspection of the property to determine if there were any improvements. Photos were again taken, and there appears to be no improvement.



Haines Borough – Alaska

103 Third Avenue S. – P.O. Box 1209

Haines, AK 99827

907-766-2231 ext. 22

907-766-2716 Fax

May 6, 2015

Shane & Janis Horton
P.O. Box 250
Haines, AK 99827

*****VIA CERTIFIED MAIL*****

Re: Nuisance Order/Litter Unlawful/Clean-Up Needed
Eagle's Nest Trailer Park, USS 785, Haines Hwy., 2.74 Acres

Dear Mr. & Mrs. Horton:

It has come to the attention of the Haines Borough that there is trash build-up at two of the trailers located in the Eagle Nest Trailer Park. In response to these concerns, the Borough staff inspected your property on April 22, 2015 and found several bags of trash and other litter piled up outside at the two trailers identified in the attached diagram. Trash accumulation, as identified, is a Haines Borough code (HBC) violation per the following code descriptions:

HBC 8.08.020 Litter Unlawful: *“It is unlawful for any person to do any of the following within the townsite service area: A. Cause or allow litter to be collected, deposited, or to remain in any place under the person’s control, and/or possession, other than in an appropriate refuse container, designed for such purpose; E. Deposit any litter on private property, whether owned by the person or not; F. Possess or control private property that is not maintained in a litter-free condition; K. Deposit litter that may be offensive, noxious, or otherwise dangerous to the public health or safety on any public or private property, alley, street, or other roadway within the townsite service area.”*

HBC 8.08.010 Definitions of Litter Unlawful: *“Garbage means all waste accumulations of animal, fruit, and vegetable matter that attend the preparation, use, cooking, dealing in, or storage of meat, fish, fowl, vegetables, or fruits; garbage includes containers originally used to store, collect, or transport such food stuffs. Litter means garbage, refuse, rubbish and all other waste material which, if thrown or deposited as prohibited in this chapter, tend to create a danger or nuisance to public health, safety, and welfare. Refuse means garbage, rubbish, ashes, industrial waste, and all other liquid or solid waste. Rubbish means all other refuse that is not considered garbage, ashes, or industrial waste; rubbish includes waste paper, cardboard, wood, tin cans, glass, bottles, yard rakings, tree limbs, bedding, metals, trash, sweepings, and all similar substances.*

Eagle's Nest Nuisance

May 6, 2015

Page Two

HBC 8.12.020(I) Certain conditions declared nuisances. *"It shall be unlawful for any person to cause or create the following declared nuisances within the townsite service area: To maintain a building in a state of disrepair or deterioration so as to reduce the surrounding property values or cause other unreasonable economic detriment to surrounding property owners, including, but not limited to, allowing on the premises: lumber, refuse, junk, debris, or abandoned, discarded, and unused objects, such as automobiles, fixtures, furniture, appliances, and other objects which are not kept for immediate use and have been allowed on the premises for more than 30 days.*

The Borough hereby declares this to be a nuisance and orders the accumulated trash to be removed. Attached is an aerial view of the trailers in violation, as well as photos of the trash build-up at the trailer sites. **This situation requires immediate resolution** by one of the following means:

- The trash and litter may be removed from the property so that it is no longer in violation of HBC 8.08.020 and HBC 8.12.020(I). If you choose this option, the removal must take place no later than **May 16, 2015**; or
- You may appeal this notice to the assembly by filing with the clerk an appeal in writing in accordance with the appeal procedure provided under HBC 8.12.130 within 15 days from the date of this notice. Therefore, an appeal would have to be received no later than **May 21, 2015**.

Sincerely,

Kathryn Friedle
Administrative Assistant
Lands Department

Enclosures



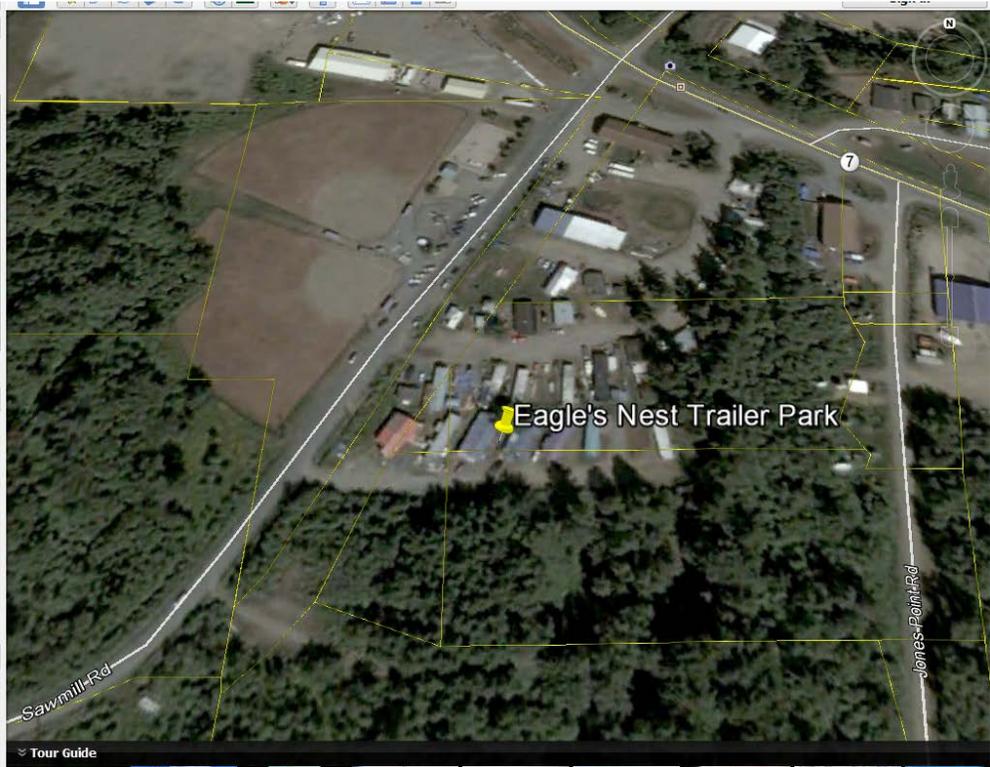
April 22, 2015



April 22, 2015



April 22, 2015



http://www.hainesalaska.gov/lands/haines-borough-parcel-viewer Haines Borough Parcel Vie...

Haines Borough Parcel Viewer

Search, Home, Print, Help icons

A zoomed-in aerial view of the same trailer park area. Red lines delineate the parcels. The map includes a search bar, home button, and print icon. The text "Haines Borough" and "POWERED BY esri" is visible in the bottom right corner of the map area.

4:33 PM 7/9/2015



July 9, 2015



413

FOR FREE
IT WORKS

July 9, 2015



DATE: July 9, 2015
TO: Mayor and Borough Assembly
FROM: David B. Sosa, Borough Manager

RE: Nuisance Order/Litter Unlawful/Clean-Up Needed Eagle's Nest Trailer Park, USS 785,
Haines Hwy., 2.74 Acres

1. On April 22, 2015 Borough staff found excessive trash build up around two trailers located at the referenced property and on 6 May 2015 Borough Staff ordered removal no later than 16 May 2015.
2. In response to a written appeal received by the Borough Clerk on 20 May 2015, the item was placed on hold with a scheduled appeal hearing for July 14, 2105. Of note, the appellant requested an extension to allow more time for the tenant to continue clean up efforts.
3. Photographs taken when the item was first noted and then again on 9 July 2015 demonstrate that no effort has been made to correct the violation despite the appellant's specific request for more time in order to correct the violation.
4. Given that the appellant has not been able to have the tenant take any action to correct the violation, and that it has been more than two months since the original notice of enforcement was sent, I request that the original enforcement order be upheld and that it have immediate effect.

Respectfully,

D.B. Sosa

David B. Sosa
Borough Manager
Haines, Alaska

Chapter 8.08 LITTERING

Sections:

- 8.08.010 Definitions.
- 8.08.020 Litter unlawful.
- 8.08.030 Notice to abate – Removal by borough.
- 8.08.040 Refuse container standards.
- 8.08.050 Compliance – Enforcement.

8.08.010 Definitions.

Unless the context requires otherwise, whenever used in this chapter the following words and terms shall have the meaning herein ascribed to them:

“Abate” means to clean up.

“Abatement official” means the manager or designee of the manager appointed to carry out and enforce the provisions of this chapter.

“Ashes” means the solid waste products of coal, wood, and other combustible materials from all public and private establishments and from all residences.

“Garbage” means all waste accumulations of animal, fruit, and vegetable matter that attend the preparation, use, cooking, dealing in, or storage of meat, fish, fowl, vegetables, or fruits; “garbage” includes containers originally used to store, collect, or transport such food stuffs.

“Litter” means garbage, refuse, rubbish and all other waste material which, if thrown or deposited as prohibited in this chapter, tend to create a danger or nuisance to public health, safety, and welfare.

“Refuse” means garbage, rubbish, ashes, industrial waste, and all other liquid or solid waste.

“Refuse container” means a nonvehicular (except for trailers built or modified for use as refuse containers) litter storage and collection receptacle that satisfies the requirements of HBC 8.08.040.

“Rubbish” means all other refuse that is not considered garbage, ashes, or industrial waste; “rubbish” includes waste paper, cardboard, wood, tin cans, glass, bottles, yard rakings, tree limbs, bedding, metals, trash, sweepings, and all similar substances.

“Rubble” means rocks, concrete, bricks and similar solid material, plaster, dirt, or scrap metal.

8.08.020 Litter unlawful.

It is unlawful for any person to do any of the following within the townsite service area:

- A. Cause or allow litter to be collected, deposited, or to remain in any place under the person’s control, and/or possession, other than in an appropriate refuse container, designed for such purpose;
- B. Deposit litter in or upon any street, sidewalk, or other public place except in a public refuse container, authorized private trash receptacle, or in a disposal area designated by the borough;
- C. Sweep or deposit into any gutter, street, or other public place the accumulation of litter from any residence, building, lot, public or private sidewalk, or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter;
- D. Drive or move any vehicle that is carelessly loaded or not constructed to prevent its load from falling upon any street, alley, or public place;
- E. Deposit any litter on private property, whether owned by the person or not;
- F. Possess or control private property that is not maintained in a litter-free condition;
- G. Place, post, or deposit any handbill, poster, or other device calculated to attract the public unless permitted under HBC Title 18;
- H. Deposit litter in a lake, river, stream, or other body of fresh or salt water within or adjacent to the townsite service area;
- I. Deposit litter generated in a person’s household, property, or business in a refuse container not owned, leased, designated, or otherwise intended to be used by that person. This prohibition does not include the deposit of incidental amounts of litter or refuse in refuse containers designated for public use in parks, campgrounds, and other such facilities by users of that public facility;
- J. Burn combustible materials outdoors without a special annual written permit authorized by the fire chief or other public official charged with such duties, and police department notification prior to each planned burning.

1. The written burn permit must be applied for annually,

2. The annual burn permit shall stipulate prohibited burnables according to state and local laws,
3. During the permitted year, the police department must be notified prior to each separate burning occurrence,
4. Burning shall be permitted only between the hours of 7:00 a.m. and 8:00 p.m.,
5. Stump burnings that cannot be doused by the deadline may be allowed to smoulder upon approval provided a burning is not propagated with additional stumps and brush after 8:00 p.m.;

K. Deposit litter that may be offensive, noxious, or otherwise dangerous to the public health or safety on any public or private property, alley, street, or other roadway within the townsite service area. (Ord. 06-05-144)

8.08.030 Notice to abate – Removal by borough.

A. The abatement official is authorized to notify the responsible party of a violation of HBC 8.08.020 and to require the correction or abatement of the violation by said party. The notice shall specify the violation and required abatement or corrective action and shall be given by certified mail, addressed to the responsible party at the party's reasonably ascertainable last known address. As circumstance may warrant, the chief of police is authorized to issue a citation for a violation pursuant to HBC 1.24.010.

B. Upon the failure, neglect, or refusal of the party so notified to take the required responsive action within 10 days of receipt of the notice, or upon return of the notice if, though properly addressed, it is returned as undeliverable, the abatement official may take such action as the official deems necessary to correct or abate the violation.

C. The cost of such action taken by the abatement official under subsection (B) of this section, including process fees and incidental administrative costs, shall be charged to the responsible party and shall be due and payable within 30 days of the completion of the action, with interest accruing at a rate of 12 percent per year, until paid in full.

8.08.040 Refuse container standards.

- A. To satisfy the requirements of this chapter, a refuse container must be:
1. Strong, watertight, not easily corrodible, and rodent and insect proof;
 2. Fitted with a tight cover; and

3. Kept tightly covered at all times, except when necessary to place litter therein or remove litter therefrom.

B. Refuse containers must be emptied and the contents properly disposed of on a regular basis, but no less often than every two weeks.

8.08.050 Compliance – Enforcement.

A person violating a provision of this chapter shall be subject to punishment according to the provisions of HBC 1.24.010.

Chapter 8.12 NUISANCES

Sections:

- 8.12.010 Definitions.
- 8.12.020 Certain conditions declared nuisances.
- 8.12.030 Hazardous building or structure prohibited.
- 8.12.040 Hazardous building or structure – Condemnation authority.
- 8.12.050 Hazardous building or structure – Inspection and report to assembly.
- 8.12.060 Abatement official.
- 8.12.070 Notice and order to abate.
- 8.12.080 Service of notice.
- 8.12.090 Method of service.
- 8.12.100 Proof of service.
- 8.12.110 Abatement by borough.
- 8.12.120 Method of abatement.
- 8.12.130 Appeal to assembly.
- 8.12.140 Enforcement.
- 8.12.150 Recovery of costs.

8.12.010 Definitions.

For the purposes of this chapter, the following terms are defined as follows:

“Incidental expenses” includes, but is not limited to, the actual expenses and costs incurred by the borough in the preparation of notices, specifications, and contracts, in the overhead and inspection of the work, and in the printing and mailing required under this chapter.

“Nuisance” means any act or thing that is injurious to the public health or safety, prevents or obstructs the reasonable use and enjoyment of life or property, or is dangerous to surrounding property.

8.12.020 Certain conditions declared nuisances.

It shall be unlawful for any person to cause or create the following declared nuisances within the townsite service area:

- A. To bury a person except within an established cemetery.
- B. To annoy, injure or endanger the safety, health, comfort, or repose of the public.
- C. To offend the public decency.
- D. To interfere with, obstruct, or render dangerous any street, highway, navigable lake, or stream.
- E. To make any loud or unreasonable noise that annoys, injures or endangers the comfort, repose, or health of a person, except as may be necessary in the operation of properly maintained equipment or other apparatus which cannot be operated otherwise.
- F. To operate a machine, device or apparatus that causes reasonably preventable electric interference in the operation of any radio or television receiving set.
- G. To maintain an unoccupied building in such a manner as to permit or enable the ingress and egress of animals.
- H. To maintain a building in a state of disrepair or deterioration, in a manner creating or permitting the existence of a hazardous or unsafe condition, or in a manner constituting an attractive nuisance.

I. To maintain a building in a state of disrepair or deterioration so as to reduce the surrounding property values or cause other unreasonable economic detriment to surrounding property owners, including, but not limited to, allowing on the premises: lumber, refuse, junk, debris, or abandoned, discarded, and unused objects, such as automobiles, fixtures, furniture, appliances, and other objects which are not kept for immediate use and have been allowed on the premises for more than 30 days.

J. To cause the accumulation of stagnant water or discharge of wastewater on the ground surface or into any surface watercourse as a result of the failure of an on-site wastewater disposal system.

K. To create, permit, or allow to exist, or to fail to take reasonable and precautionary measures to restrict access to, a condition on property in one's control or possession constituting an attractive nuisance or safety hazard to children, including, but not limited to: abandoned or broken equipment or tools, excavations, water pools, or objects in which children can be confined, such as refrigerators or other enclosures.

L. To cause the emission of noxious fumes.

M. To cause the exposure, display, sale, or distribution of pictures, books, pamphlets, magazines, papers, documents, or objects that offend the public decency, according to prevailing community standards; or to provide a facility, location or other medium where such items are exposed, displayed, sold, or distributed.

N. To use a street, sidewalk, or place adjacent thereto in such a manner as to cause an obstruction of traffic except as may be authorized by law or ordinance.

O. To cause the public exposure of a person having a contagious disease.

P. To cause one's cellar, pool, sewer, water closet, or private drain to become noxious, foul, offensive, or to otherwise pose an unreasonable risk to the public health and safety.

8.12.030 Hazardous building or structure prohibited.

It is unlawful for any person, association, corporation, or other entity to have, keep, or maintain, within the townsite service area, any building or other structure that is or has become a fire or health hazard or a public nuisance.

8.12.040 Hazardous building or structure – Condemnation authority.

Any building or other structure within the townsite service area that is a fire or health hazard or a public nuisance shall be subject to condemnation as authorized by AS 29.

8.12.050 Hazardous building or structure – Inspection and report to assembly.

Whenever the manager, fire chief, chief of police, or planning commission of the borough, after inspection, deems any building or other structure within the townsite service area to be a fire or health hazard or a public nuisance, said public official shall render to the assembly a complete written report concerning the conditions of such building or other structure and, if condemnation is recommended, a statement of the reasons why such building or other structure should be condemned. Included in such report shall be any violations of this chapter or of any other code provisions and of any state statutes, together with recommendations as to abating, altering, repairing, removing, or demolishing such building or other structure.

8.12.060 Abatement official.

The manager or the manager's designee may, as provided by this chapter, abate any nuisance within the townsite service area that is prohibited by this chapter.

8.12.070 Notice and order to abate.

A. Upon discovery or receipt of notice of any nuisance prohibited by this title, the abatement official shall immediately notify the owner of the property on which the nuisance exists and require the abatement of the nuisance within a reasonable time limit specified by the abatement official.

B. The abatement official may abate any public nuisance without notice in an emergency when the public safety, comfort or repose is seriously annoyed, injured, or endangered to the point where immediate action is necessary to avoid further harm and notice cannot be reasonably given in a timely manner. All abatement procedures provided in this chapter, except the giving of notice, shall apply to the nuisance abated under this subsection, including the recovery of costs.

C. Unless a nuisance has created an emergency situation which requires immediate abatement as provided in subsection (B) of this section, the abatement official shall issue an abatement notice and order to:

1. The record owners of the affected property;
2. The person committing, creating, or maintaining the public nuisance; and
3. The occupant of the affected property.

D. The notice and order shall contain:

1. The street address and legal description of the subject property;
2. A statement that the abatement official has found the property affected with a public nuisance including a brief and concise description of the public nuisance as declared in this chapter;
3. A statement of the action to be taken, as determined by the abatement official, to wholly abate the public nuisance by rehabilitation, repair, demolition, or other action;
4. A statement advising that, if any required abatement is not commenced or completed within the time specified, the abatement official may proceed to cause the necessary work to be done and charge the cost thereof against the property or its owner;
5. An advisement that any person having record title or other legal interest in the property may appeal the notice and order of any action of the abatement official to the assembly by filing with the clerk, an appeal in writing in accordance with the appeal procedure provided under HBC [8.12.130](#) within 15 days from the date of service of such notice and order;
6. An advisement that failure to file a timely appeal will constitute a waiver of the right to contest the order.

E. No notice and order under subsection (C) of this section is required for the abatement of a public nuisance occurring on borough property or public streets, parks, and rights-of-way.

8.12.080 Service of notice.

A. The abatement notice and order issued under HBC [8.12.070](#) and any amended or supplemental notice and order shall be posted on and served upon the record owner of the property affected by the public nuisance. A copy thereof shall also be served on each of the following if reasonably ascertainable to the abatement official or readily available from official public records:

1. The holder of any mortgage, deed of trust, lien, or other encumbrance of record;
2. The lessor or holder of any lease of record;
3. The owner of any other estate or legal interest of record in or to the property affected with the public nuisance;

4. The person in possession of the property.

B. The failure of the abatement official to serve any person required to be served under subsection (A) of this section shall not invalidate any proceedings herein as to any other person duly served or relieve such person from any duty or obligation imposed by the provisions of this chapter.

8.12.090 Method of service.

Service of the notice and order shall be made upon all persons entitled thereto under HBC [8.12.080](#), personally or by mailing a copy of such notice and order by registered or certified mail, postage prepaid, return receipt requested, to the person's address as it appears on the last assessment roll of the borough or to such proper address as is known, or reasonably ascertainable by, the abatement official. If no address of such person is available, a copy of the notice and order shall be addressed to such person at the address of the property involved in these proceedings. A failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified or registered mail in the manner herein provided shall be effective on the date of mailing.

8.12.100 Proof of service.

Proof of service of the notice and order shall be certified to at the time of the service by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date, and manner in which service was made. The declaration, together with any receipt, card return, or acknowledgment of receipt by certified or registered mail, shall be affixed to the copy of the notice and order.

8.12.110 Abatement by borough.

After the expiration of the time limit specified in the notice and order for the abatement of the nuisance, the abatement official shall proceed to abate the nuisance at the expense of the borough, unless:

- A. The nuisance has already been abated to the satisfaction of the abatement official;
- or
- B. An appeal from the order of abatement has been filed with the assembly.

8.12.120 Method of abatement.

A. The abatement official (and the assembly, if an appeal is taken) shall order the means best calculated to wholly abate the nuisance for the least cost. Demolition shall not be ordered if repair or removal may accomplish the abatement.

B. Abatement of a public nuisance by the borough shall be accomplished by borough personnel or by private contractor.

8.12.130 Appeal to assembly.

A. A person entitled to service under HBC [8.12.080](#) may appeal a notice and order or an action of the abatement official concerning abatement of a public nuisance, by filing at the office of the clerk, within 15 days from the date of service of such order, a written appeal to the assembly.

B. Upon receipt of an appeal filed pursuant to this section, the clerk shall present it at the next regular or special meeting of the assembly.

C. Within five days of the assembly meeting referred to in subsection (B) of this section, and as directed by the assembly, the clerk shall fix a date, time, and place for the hearing by the assembly, or shall notify the appellant that the appeal has been rejected for

lack of timeliness. Such hearing date shall not be less than 10 days or more than 60 days from the date the appeal was filed with the clerk. Written notice of the time and place of the hearing and the issue(s) to be heard shall be given at least 10 days prior to the date of the hearing to each appellant by the clerk either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal. If applicable, the notice shall state that the appeal was not filed in a timely manner and require that the appellant show good cause for the late filing before proceeding on the merits of the appeal.

D. Unless excused by the assembly upon a showing of good cause, the failure to file an appeal in a timely manner in accordance with the provisions of subsections (A), (B) and (C) of this section shall constitute a waiver of the right to challenge or adjudicate the validity of the notice and order, or any portion thereof, before the assembly. In no event shall good cause be found to exist where an appeal is filed more than 30 days after the expiration of the filing deadline, at which time the clerk may refuse to accept an appeal outright.

E. Only those matters or issues specifically raised by the appellant shall be considered at the hearing on the appeal.

F. Enforcement of the notice and order of abatement issued under this chapter shall be stayed pending final disposition of a timely and properly filed appeal.

G. At the hearing, the appellant may appear in person or by agent or attorney. The presiding officer of the assembly may administer oaths and compel the attendance of witnesses. Record shall be kept of the proceedings by the clerk or a competent stenographer under direction of the clerk and the appellant shall be furnished a copy upon request at no expense. The assembly shall have the following powers:

1. To hear and decide appeals where error is alleged in any order, findings, requirement, decision, or determination of the abatement official;
2. To hear and decide requests for exceptions to the terms of this chapter;
3. To grant variances from the terms of this chapter in specific cases as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the chapter would result in unnecessary hardship, and so that the spirit of the chapter shall be observed and substantial justice done.

In exercising its powers, the assembly may, in whole or part, reverse, affirm, or modify the finding, order, requirement, decision, or determination appealed.

H. The assembly, after the public hearing, shall adopt a resolution of its findings. If removal of the nuisance is provided for and ordered, the owner shall have at least 30 days from the date of the resolution to do so unless the assembly orders that repairs or alterations be completed within a lesser time.

8.12.140 Enforcement.

A. Generally. After an order of the abatement official or assembly becomes final, a person to whom such order is directed who fails, neglects, or refuses to obey such order shall be subject to punishment in accordance with HBC [1.24.010](#).

B. Failure to Obey Order. If, after any order of the abatement officer or assembly has become final, any person to whom such order is directed fails, neglects, or refuses to obey such order, the abatement official may:

1. Cause such person to be prosecuted under subsection (A) of this section;
2. Institute any appropriate action to abate such public nuisance; or
3. Take both of the actions specified in subsections (B)(1) and (2) of this section.

8.12.150 Recovery of costs.

A. The abatement official shall keep an accounting of the costs, including incidental expenses, of abating each public nuisance, and shall render an itemized written report to the assembly showing the costs and manner of abatement of each public nuisance, including any salvage value relating thereto.

B. Upon the completion of the abatement work, the abatement official shall prepare and file with the clerk a report specifying the work done, itemizing the total cost of the work, and identifying the property affected by the public nuisance and the names and addresses of the persons entitled to notice pursuant to HBC [8.12.080](#). Before the report is submitted to the assembly, a copy of a report shall be posted for at least five days upon the affected premises, together with a notice of the time when the report shall be heard by the assembly.

C. The costs may be recovered by the borough in a civil action or the borough may assess such costs against each and every separate property affected by the abatement as a tax, which tax shall then be collected as other taxes are collected.

D. All moneys recovered for the costs of abatement shall be paid into the general fund.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 15-586
Assembly Meeting Date: 7/28/15

Business Item Description:	Attachments:
Subject: Authorize Disposal of Surplus Property by Public Sealed Bid Auction to the Highest Bidder	1. Resolution 15-07-636
Originator: Interim Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 7/20/15	

Full Title/Motion:
Motion: Adopt Resolution 15-07-636.

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

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ 0	\$ 0	Reduced Maintenance Costs

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

The Interim Director of Public Facilities recommended a mobile office trailer, tilt bed trailer, brush cutter, riding lawn mower, and 11 dump truck tires to be declared surplus. Borough Code 14.24.010 states the assembly shall, by resolution, determine which method or methods shall be used to dispose of personal property valued between \$1,000 and \$25,000. Methods for disposal include public outcry auction to the highest bidder; public sealed bid auction to the highest bidder; to the best qualified proposer who responds to a request for proposals to acquire the property; sale or transfer to an educational, religious, charitable or nonprofit association or corporation providing service to residents of Haines; or sale or transfer to the United States, the state or an Alaska municipal corporation or any agency or department thereof. The interim director recommends disposal by public sealed bid auction to the highest bidder. Note: The mobile office trailer currently is located next to the Borough Administration Building and is the office for the Interim Director of Public Facilities.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 7/28/15	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to dispose of a mobile office trailer, tilt bed trailer, brush cutter, riding lawn mower, and 11 dump truck tires by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).

WHEREAS, the Interim Director of Public Facilities has recommended a mobile office trailer, tilt bed trailer, brush cutter, riding lawn mower, and 11 dump truck tires to be declared surplus; and

WHEREAS, Haines Borough Code 14.24.010 (Disposal of personal property) states the borough assembly shall, by resolution, determine which method or methods shall be used to dispose of personal property valued between \$1,000 and \$25,000; and

WHEREAS, Code states personal property not authorized for abandonment, destruction, sale, or recycling by the manager and no longer needed for municipal purposes shall be disposed of in one or more of the following means: by public outcry auction to the highest bidder; by public sealed bid auction to the highest bidder; to the best qualified proposer who responds to a request for proposals to acquire the property; by sale or transfer to an educational, religious, charitable or nonprofit association or corporation providing service to residents of Haines; or by sale or transfer to the United States, the state of Alaska or an Alaska municipal corporation or any agency or department thereof; and

WHEREAS, the Interim Director of Public Facilities recommends disposing of the mobile office trailer, tilt bed trailer, brush cutter, riding lawn mower, and 11 dump truck tires by public sealed bid auction to the highest bidder,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to dispose of a mobile office trailer, tilt bed trailer, brush cutter, riding lawn mower, and 11 dump truck tires by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this ____ day of _____, 2015.

Janice Hill, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

Mayoral Appointment 7/28/15

Parks & Recreation Advisory Committee

George Figdor – term expires 11/2016

The Committee recommends this appointment (see attached).

This would leave 2 vacancies.

Other Remaining Board Vacancies:

Library Advisory Board – 1 seat

Museum Board of Trustees – 2 seats

Riverview Drive RMSA Board – 2 seats

Note: Persons interested in being considered for appointment to one of the vacancies may submit either a letter of interest or the appointment application form available on the Borough's website or from the Borough Clerk. Resumes or a detailed description of qualifications are strongly encouraged. Applications will be accepted until appointments are made. Submit applications directly to the Borough Clerk's Office.

Krista Kielsmeier

To: Richard Chapell
Subject: RE: Parks & Recreation Advisory Committee meeting 7/17/2015

Hi Julie:

Madam Clerk:

At our July 17, 2015 meeting, all 4 Parks & Recreation Advisory Committee (PARC) members were in attendance, constituting a quorum.

We voted 3-1 for member Burl Sheldon as the PARC representative on the Portage Cove Harbor expansion aesthetics joint committee.

We voted unanimously to recommend George Figdor as a new PARC member. Please have the Mayor seek George's appointment at the next Borough Assembly meeting.

We unanimously approved the attached minutes from our May 27, 2015 meeting.

Thanks,

Richard Chapell
907-303-7204

Haines Borough Application for Board Appointment

RECEIVED
JUL 10 2015
HAINES BOROUGH

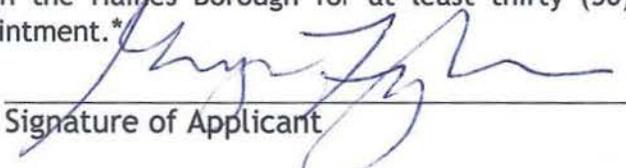
- Appointment** (I am not currently on the board)
 Reappointment (I am currently a member of the board)

Check the board, commission, or committee for which you are applying :

<input type="checkbox"/>	Planning Commission	<input type="checkbox"/>	Port and Harbor Advisory Committee
<input type="checkbox"/>	Tourism Advisory Board	<input type="checkbox"/>	Fire Service Area Board #1
<input type="checkbox"/>	Chilkat Center Advisory Board	<input type="checkbox"/>	Fire Service Area Board #3 (Klehini)
<input checked="" type="checkbox"/>	Parks and Recreation Advisory Board	<input type="checkbox"/>	Letnikof Estates Road Maintenance Service Area Board
<input type="checkbox"/>	Museum Board of Trustees	<input type="checkbox"/>	Riverview Road Maintenance Service Area Board
<input type="checkbox"/>	Library Board of Trustees	<input type="checkbox"/>	Historic Dalton Trail Road Maintenance Service Area Board
<input type="checkbox"/>	Public Safety Commission	<input type="checkbox"/>	Four Winds Road Maintenance Service Area Board
<input type="checkbox"/>	Temporary (Ad-hoc) Board/Committee _____		

Name: George Figdor
 Residence Address: Mile 6.5 Mud Bay Road
 Mailing Address: P.O. Box 612
 Business Phone: _____ Home Phone: 766-3755
 Fax: _____ Email: figdor@aptalaska.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.*

 9 July 2015
 Signature of Applicant Date

PLEASE BRIEFLY DESCRIBE YOUR QUALIFICATIONS (You may attach a resume):
SEE ATTACHED

* 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.

July 8, 2015

To: Julie Cozzi
Haines Borough Clerk

From: George Figdor
Box 612
Haines, AK 99827
907-766-3755
figdor@aptalaska.net

Re: Application for the Haines Borough Parks and Rec Advisory Board

I am interested in being appointed to one of the current vacancies on the Borough Parks and Rec Advisory Board. Attached is the official application cover page.

Additionally, I have outlined below some of my background and experience that perhaps will be helpful to you in your selection process. Do not hesitate to contact me if you need further information.

1. General background. I have been a Haines resident for 42 years. I am now retired, after working for SEARHC for nearly 20 years. I have also worked as a photojournalist, and I still work occasionally on photo assignments for international relief organizations.

2. Parks and Rec related background

I have always been an active hiker, kayaker, skier, skater, and fisherman. I have, over the years, been involved in providing input on local recreation development for each of the updates of the Borough Comprehensive Plan. I was also actively involved in providing detailed input on public recreation use of state lands to the Alaska Department of Natural Resources during its last updating of the Haines State Forest Plan and the Northern Southeast Land Use Plan.

I am a strong supporter for recreation planning. Several years ago I attended a number of Borough Parks and Rec Advisory Board meetings as an advocate for the development of a borough trail plan---similar to the "Trail Mix" plan developed by the City and Borough of Juneau.

In the 1990s, I was involved with a citizen's group promoting a community rec center and skating rink. That group re-formed about 10 years later as the nonprofit Community Wellness Center Task Force, following a Chilkoot Indian Association forum on community health planning.

In the early 90s, I helped organize the Haines Yoga Group, which offered the first yoga classes and workshops in Haines, and I helped run that organization for 15 years. I was

also one of the original members of the Haines Ski Club and am currently a member of the local hikers group. For many years, I volunteered as a race checkpoint official for the annual Kluane bike relay. I have also volunteered for numerous trail maintenance projects. I helped to produce the first "Haines is for Hikers" brochure.

3. Work Experience. I first joined the SEARHC staff in the late 1980s as their grant writer and later became their public information officer. As a grant writer, I helped develop the budgets and goals and objectives for new projects as well as plans for their management, evaluation, and financial oversight.

As information officer, I was responsible for producing and disseminating news releases and public information about SEARHC health programs. My production work included the writing and design of newsletters, brochures, annual reports, and the SEARHC website. I also produced videos and radio/TV PSAs as well as Powerpoint presentations. As part of my work at SEARHC, I was involved on staff committees dealing with such matters as strategic planning, total quality management, policy and procedure reviews, Native staff recruitment and retention, and employee benefits.

4. Other community involvement.

I was involved in organizing the first Haines Farmers Market and served as member of its steering committee for five years, helping with market planning and the production of promotional materials. I have also volunteered my publication production and photography skills to a number of other local nonprofit groups (including Haines Friends of Recycling, Hospice of Haines, the Master Gardeners Group, Lynn Canal Conservation, and the Haines Arts Council). I have served on the annual Earth Day Committee and have also been active in organizing events for the local gardening community. I recently helped organize local photographers into the Haines Photographers Group.