


Haines Borough
Borough Assembly Meeting #318
AGENDA

July 12, 2016 - 6:30 p.m.

Location: Assembly Chambers, Public Safety Bldg.

- Jan Hill,*
Mayor
- Margaret Friedenauer,*
Assembly Member
- Diana Lapham,*
Assembly Member
- Mike Case*
Assembly Member
- Tresham Gregg,*
Assembly Member
- George Campbell,*
Assembly Member
- Ron Jackson,*
Assembly Member
- 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 – Accept Borough Clerk Report
9A – Accept Parks and Recreation Committee Minutes and Meeting Summary
11B1 – Introduce Ordinance 16-07-439 and Schedule Public Hearings
- * 4. APPROVAL OF MINUTES – 6/28/16 Regular**
- 5. PUBLIC COMMENTS - Sign-up is NOT required**
[This is for any topics not scheduled for public hearing.]
Note: during this section of the agenda, the assembly will listen and take notes. No official action will be taken at this time. Instead, comments and requests may be referred for further consideration to the administration, a committee, or a future assembly agenda. Individuals offering citizen comment will not be permitted to make personal attacks.
- 6. MAYOR'S COMMENTS/REPORT**
- 7. PUBLIC HEARINGS**
- A. Ordinance 16-06-437 – First Hearing**
An Ordinance of the Haines Borough amending Haines Borough Code Section 11.40.040 to change the Borough Election Day polling place opening time from 8:00 a.m. to 7:00 a.m. to match the State Election opening time.
This ordinance is recommended by the borough clerk and was introduced on 6/28/16. The assembly already scheduled the second hearing for 7/26/16. No motion is needed now unless the second hearing date needs to change or some other action is desired such as amendments.
- B. Ordinance 16-06-438 – First Hearing**
An Ordinance of the Haines Borough authorizing Chilkat Valley Preschool, Inc. to lease an addition on the Senior Center Building.
This ordinance is recommended by the director of public facilities and was introduced on 6/28/16. The assembly already scheduled the second hearing for 7/26/16. No motion is needed now unless the second hearing date needs to change or some other action is desired such as amendments.
- 8. STAFF/FACILITY REPORTS**
- A. Borough Manager – 7/12/16 Report**
- 1. Report of 2016 Heliskiing Season**
- *B. Borough Clerk – Election Report**
- Bill Seward*
Borough Manager
- Julie Cozzi, MMC*
Borough Clerk
- Krista Kielsmeier*
Deputy Clerk

9. COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES

- * **A. Parks & Recreation Advisory Committee** – *Minutes of 5/18/16 & Summary of 6/22/16 Meeting*
- B. Assembly Board Liaison Reports**
- C. Assembly Standing Committee Reports**
 - 1. **Finance Committee** – Report of 6/29/16 Meeting Included under Item 11C1
 - 2. **Personnel Committee** – Report of 6/27/16 Meeting

10. UNFINISHED BUSINESS

11. NEW BUSINESS

A. Resolutions

1. **Resolution 16-07-685**

A Resolution of the Haines Borough Assembly ratifying and adopting the Collective Bargaining Agreement between the Haines Borough and Public Employees Local 71.

*This resolution is recommended by the borough's union negotiating team. **Motion:** Adopt Resolution 16-07-685.*

B. Ordinances for Introduction

* 1. **Ordinance 16-07-439**

An Ordinance of the Haines Borough amending the Zoning Use Chart in Haines Borough Code Section 18.70.040 to allow multiple single-family residences as a conditional use in the light industrial/commercial zone.

*This is recommended by the planning commission. **Motion:** Introduce Ordinance 16-07-439 and set a first public hearing for 7/26/16 and a second public hearing for 8/9/16.*

C. Other New Business

1. **1% Sales Tax Dedicated to Tourism & Economic Development** – Discussion Item

On 6/29/16, the finance committee met to consider a citizen request to place a question on the 2016 borough election ballot to ask the voters whether or not to retain the 1% sales tax dedicated to tourism and economic development. The committee recommends the assembly take that course of action by adopting this ordinance.

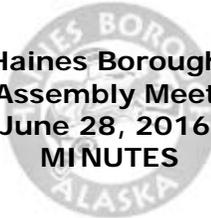
12. CORRESPONDENCE/REQUESTS

13. SET MEETING DATES

14. PUBLIC COMMENTS

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

16. ADJOURNMENT


Haines Borough
Borough Assembly Meeting #317
June 28, 2016
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**, Ron **JACKSON**, Tresham **GREGG**, Mike **CASE**, Margaret **FRIEDENAUER** and George **CAMPBELL** (via telephone).
Staff Present: Bill **SEWARD**/Borough Manager, Julie **COZZI**/Borough Clerk, Brad **RYAN**/Director of Public Facilities, Jila **STUART**/Finance Director, Krista **KIELSMEIER**/Deputy Clerk, and Patty **BROWN**/Library Director.
Visitors Present: Karen **GARCIA**/CVN, Jillian **ROGERS**/KHNS, Rep. Sam **KITO**, Carol **TUYNMAN**, Bill **MCCORD**, Sue **WATERHOUSE**, Don **TURNER** Jr., Evelynna **VIGNOLA**, Joe **PARNELL**, Debra **SCHNABEL**, Paul **NELSON**, Mike **DENKER**, Scott **SUNDBERG**, Don **HIGHSMITH**, Sean **GAFFNEY**, George **FIGDOR**, Deborah **VOGT**, Lori **SMITH**, Ann Marie **FOSSMAN**, Andrew **GRAY**, and others.
3. **APPROVAL OF AGENDA & CONSENT AGENDA**
The following Items were on the published consent agenda indicated by an asterisk (*):

- 4 – Approve Assembly Meeting Minutes
- 8B – Accept Museum Report
- 9A – Accept Planning Commission Minutes and Meeting Summary
- 9B – Accept Museum Board Minutes
- 11A1 – Adopt Resolution 16-06-682
- 11A2 – Adopt Resolution 16-06-683
- 11A3 – Adopt Resolution 16-06-684
- 11B1 – Introduce Ordinance 16-06-437

Motion: **LAPHAM** moved to “approve the agenda/consent agenda,” and it was amended to remove items 11A2 and 11A3 from the consent agenda and to add to the agenda as item 11C1 a discussion about sales tax,” and the motion, as amended, carried unanimously.

- * 4. **APPROVAL OF MINUTES** – 6/14/16
The motion adopted by approval of the consent agenda: “approve minutes of the 6/14/16 borough assembly meeting.”
5. **PUBLIC COMMENTS**

NELSON – Distributed a document stating what he believes to be violations related to the boat harbor project. He asked the borough to comply with the laws established for our local government, including the Haines Coastal Management Program.

VIGNOLA – Requested the 6/29/16 harbor town hall begin with a question and answer period and also end with one. She added that a successful borough manager will be a person of vision with a healthy respect for the laws, and he will go out of his way to be a bridge-builder between the factions.

PARNELL – Expressed concern with the condition of the Lutak Dock. He asked the borough to take it seriously and do something about it.

HIGHSMITH– Agreed that Lutak Dock is currently a huge liability.

TUYNMAN – Spoke about the importance of following the Coastal Management Plan with the boat harbor project.

WATERHOUSE – Said she supports a sensible harbor project plan. She referenced the Haines Coastal Management Plan and said she has concerns that the code and plan have not been followed.

SCHNABEL – Spoke in support of the funding request for the AMHS Strategic Plan Project. She added the Chamber of Commerce has nominated Bart Henderson to serve on that committee.
6. **MAYOR’S COMMENTS/REPORT**
A. Public Oath of Office – Borough Manager Bill Seward
Note: HBC 2.62.010(B) requires a borough officer to take an oath “before entering upon the duties of the office.” The oath was administered to him in the borough offices on June 20, his first day. It was readministered by the mayor at this meeting for the sake of the public.

B. Legislative Update - Representative Sam Kito

The mayor introduced Representative Kito. He gave an overview of the legislature's work during the regular and special sessions and entertained questions from the assembly and the manager.

C. Request for AMHS Strategic Plan Funding – Southeast Conference

Mayor HILL briefly explained this critical project and its value to the Haines community.

Southeast Conference has been asked to raise \$100K of the approximately \$350K project cost.

Motion: GREGG moved to "donate \$10K to Southeast Conference for the AMHS Strategic Plan Project," and the motion carried unanimously in a roll call vote.

7. PUBLIC HEARINGS

A. Resolution 16-06-681

A Resolution of the Haines Borough Assembly authorizing the borough manager to convene a heliski map committee to consider proposed amendments according to HBC 5.18.080(I).

Mayor HILL opened the public hearing at 7:17 pm.

TUYNMAN – Asked for a very clear public process.

FIGDOR – Said he has concerns about the resolution, because it encourages the assembly to violate the code. He asked the assembly not to pass it.

SUNDBERG – Said the Tourism Advisory Board has been working on this code. He explained his request to remove the BLM lands from the maps and said, hopefully, the assembly can move through this and authorize the map committee.

VOGT – Distributed a document. She agrees the timing in the code is a problem, but a couple of small amendments could make the timing work. The resolution should not be adopted.

Hearing no further comments, the mayor closed the public hearing at 7:27 pm.

Motion: LAPHAM moved to "postpone Resolution 16-06-681 until staff brings an ordinance to correct the code," and the motion carried unanimously.

B. Ordinance 16-05-436 – Second Hearing

An Ordinance of the Haines Borough adopting a revised fee schedule for harbor facility usage to revise the boat launch ramp use fees.

Mayor HILL opened and closed the public hearing at 7:41 pm.; there were no public comments.

Motion: LAPHAM moved to "adopt Ordinance 16-05-436," and the motion unanimously in a roll call vote.

C. Ordinance 16-05-435 – Second Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 2 to add a new Chapter 2.51 establishing a Code Review Commission.

Mayor HILL opened the public hearing at 7:42 pm.

VIGNOLA – Said she likes the idea of having it called "commission" and suggested that rather than the phrase "local attorneys" insert under composition "whenever possible, preference will be given to a resident who is or has been an attorney."

NELSON and **TUYNMAN** – Both said they prefer the word commission, because it seems to carry with it a big sense of responsibility..

DENKER – Said the Minor Offenses Committee suggested the group be called a "commission".

VOGT – Said by and large the recommendations in the substitute ordinance are good. Her sense is the word commission carries more power, but it's clear what the group is intended to do.

Hearing no further comments, the mayor closed the public hearing at 7:51 pm.

Note: during debate following the first public hearing on 6/14/16, the following motions were made and subsequently postponed to this meeting.

Motions Currently on the Table:

Motion: "Amend Ordinance 16-05-435 by substituting it in its entirety with the substitute ordinance proposed by the borough attorney and staff."

Amendment Motion: "Amend the substitute ordinance, as follows:

1. Replace the word *commission* with the word *committee* everywhere it appears in the ordinance,
2. Strike subsection 2.51.040(B) in its entirety, and
3. Strike the phrase "local attorneys" from subsection 2.51.040(A) #3."

CASE asked to have the question divided.

Votes on the Divided Question

- #1 – Failed 2-4 with **GREGG**, **FRIEDENAUER**, **CASE**, and **JACKSON** opposed.
- #2 – Carried unanimously.
- #3 – Carried 5-1 with **GREGG** opposed.

The Motion, as amended, carried unanimously.

Motion: **LAPHAM** moved to "adopt Ordinance 16-05-435," and the motion carried unanimously in a roll call vote.

8. STAFF/FACILITY REPORTS

A. Borough Manager – 6/28/16 Report

The manager summarized his written report and responded to a few questions from the assembly.

*** B. Sheldon Museum – Report of May 2016**

9. COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES

*** A. Planning Commission – Minutes of 5/12/16 Meeting & Summary of 6/9/16 Meeting**

*** B. Museum Board of Trustees – Minutes of 5/10/16**

C. Assembly Board Liaison Reports

LAPHAM – Tourism Advisory Board and Mobile Commercial Businesses Committee

JACKSON – Parks and Recreation Advisory Committee

D. Assembly Standing Committee Reports

LAPHAM – Finance Committee. Announced upcoming meeting regarding 1% tourism sales tax.

CASE – Personnel Committee. Report of the 6/27/16 meeting about the organization chart, including the idea of having a public safety director rather than a police chief.

10. UNFINISHED BUSINESS

A. Ordinance 16-03-431

An Ordinance of the Haines Borough amending Haines Borough Code Section 18.20.020 and Sub-Section 18.80.030(B) to clarify the method of calculating building height.

Note: this ordinance was recommended by the planning commission and was originally introduced on 3/29/16. Public hearings were held on 4/12/16 and 4/26/16. During the second hearing, the assembly heard proposals for modifications and chose to refer it back to the commission. The ordinance was to return to the assembly when the commission was ready with a recommendation. Staff prepared a substitute ordinance containing the commission's input.

Motion: **CASE** moved to "amend Ordinance 16-03-431 by substituting it in its entirety with the draft proposed by the planning commission, and adopt the ordinance," and the motion carried unanimously in a roll call vote.

11. NEW BUSINESS

A. Resolutions

*** 1. Resolution 16-06-682**

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

The motion adopted by approval of the consent agenda: "adopt Resolution 16-06-682."

2. Resolution 16-06-683

A Resolution of the Haines Borough Assembly designating the acquisition of State of Alaska, Department of Environmental Conservation (ADEC) grant funds for the project entitled Sewer Treatment Plant Health and Safety Upgrades as the number one local state funding priority for fiscal year 2018.

There were no public comments.

Motion: CAMPBELL moved to “adopt Resolution 16-06-683,” and the motion carried unanimously in a roll call vote.

3. Resolution 16-06-684

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a purchase order with Cal Worthington Ford of Anchorage to purchase a pickup for Public Facilities for an amount not-to-exceed \$38,914.

There were no public comments.

Motion: LAPHAM moved to “adopt Resolution 16-06-684,” and the motion carried unanimously in a roll call vote.

B. Ordinances for Introduction

*** 1. Ordinance 16-06-437**

An Ordinance of the Haines Borough amending Haines Borough Code Section 11.40.040 to change the Borough Election Day polling place opening time from 8:00 a.m. to 7:00 a.m. to match the State Election opening time.

The motion adopted by approval of the consent agenda: “introduce Ordinance 16-06-437 and set a first public hearing for 7/12/16 and a second public hearing for 7/26/16.”

2. Ordinance 16-06-438

An Ordinance of the Haines Borough authorizing Chilkat Valley Preschool, Inc. to lease an addition on the Senior Center Building.

Motion: CASE moved to “introduce Ordinance 16-06-438 and set a first public hearing for 7/12/16 and a second public hearing for 7/26/16,” and the motion carried 5-1 with CAMPBELL opposed.

C. Other New Business

1. Sales Tax Discussion (this item added during approval of the agenda)

CAMPBELL asked the assembly to allow the Commerce Committee to look at the sales tax code to make sure all businesses are treated fairly. Mayor HILL said she believes the code is very clear about who collects and remits sales tax. FRIEDENAUER asked the finance director if she has concerns about the sales tax code that she would like the Commerce Committee to look at. STUART responded the only thing that comes to mind is the exemption on “casual and isolated sales” is open to interpretation.

Motion: FRIEDENAUER moved “to continue the meeting until the agenda is completed,” and the motion carried 5-1 with CASE opposed.

12. CORRESPONDENCE/REQUESTS - None

13. SET MEETING DATES

A. Government Affairs & Services Committee – Thursday, 7/14, 6:00pm

Topic: Committees, Minutes, and Code.

14. PUBLIC COMMENTS - None

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

GREGG – Said many visitors are upset there is no transportation between the ferry terminal and downtown Haines. He believes it may not be out of the borough’s scope to commission someone to make that run.

CASE – Likes GREGG’s idea and suggested a cost-benefit analysis could be done. He also explained his opposition to the motion to extend the meeting. He believes there is too much unnecessary talking.

FRIEDENAUER – Thanked the clerk for the ordinance to change the election polling place hours.

16. ADJOURNMENT – 9:35 p.m.

Motion: LAPHAM 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.: 16-664
Assembly Meeting Date: 7/12/16

Business Item Description:	Attachments:
Subject: Change Poll Opening Time for Borough Elections from 8am to 7am to Match State Elections	1. Ordinance 16-06-437
Originator: Borough Clerk	
Originating Department:	
Date Submitted: 6/14/16	

Full Title/Motion:

The assembly already scheduled the second hearing on this ordinance draft for 7/26/16. No motion is needed now unless the second hearing date needs to change or some other action is desired such as amendments.

Administrative Recommendation:

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ Approx. \$100	\$ sufficient	\$ 0	Approx. \$100 more per Election

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:

Consistent: Yes No

Summary Statement:

State of Alaska Elections have the polls open from 7:00am to 8:00pm. Polls for Haines Borough Elections open one hour later, 8:00am. In 2015, the clerk received a citizen complaint that it is not only confusing but is much less convenient for voters who must report to work at 8:00 in the morning.

The clerk proposes making this change. It should have minimal impact on the borough's finances and the borough's election workers are for the most part the same ones who work the state elections. This would seem to be a relatively simple change that would help some members of the voting public.

Referral:

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

Assembly Action:

Meeting Date(s): 6/28, 7/12/16 Public Hearing Date(s): 7/12, 7/26/16
Postponed to Date: _____

An Ordinance of the Haines Borough amending Haines Borough Code Section 11.40.040 to change the Borough Election Day polling place opening time from 8:00 a.m. to 7:00 a.m. to match the State Election opening time.

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 11.40.040 Section 11.40.040 of the Haines Borough Code is hereby amended as follows:

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

11.40.040 Dates and hours for elections.

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

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

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2016.

Janice Hill, Mayor

ATTEST:

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 06/28/16
Date of First Public Hearing: 07/12/16
Date of Second Public Hearing: 07/26/16



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 16-666
Assembly Meeting Date: 7/12/16

Business Item Description:	Attachments:
Subject: Authorize Lease of Senior Center Addition to the Chilkat Valley Preschool	1. Ordinance 16-06-438 2. Proposed Lease, drafted by the borough attorney 3. Management Agreement, effective 7/1/16
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 6/17/16	

Full Title/Motion:

The assembly already scheduled the second hearing on this ordinance draft for 7/26/16. No motion is needed now unless the second hearing date needs to change or some other action is desired such as amendments.

Administrative Recommendation:

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ 0	\$ 0	TBD

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives: Objective 17E(7), Page 294 Objective 18A(3), Page 299	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

On 12/15/15, the assembly adopted Resolution 15-12-652 approving the concept of an addition on the Senior Center building for use by Chilkat Valley Preschool (CVP). CVP has entered into an agreement with Southeast Senior Services to share the borough-owned Senior Center building provided it is expanded. The planned addition would be approx. 1,400 sq. ft. added onto the back between the Senior Center and the playground & would have a separate entrance to the outside & the kitchen. On 1/26/16, the assembly passed a motion directing staff to work with CVP on a design & a management agreement. On 5/10/16, Resolution 16-05-674 was adopted supporting a Rasmuson Foundation grant application for the addition. A management agreement was executed on 5/10/16 to be effective beginning 7/1/16. CVP will pay all costs associated with construction of the addition that will be owned by the Haines Borough. This non-code ordinance will approve a long-term lease of the addition. The lease document was drafted by the borough attorney.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 6/28, 7/12/16	Public Hearing Date(s): 7/12, 7/26/16
	Postponed to Date:

An Ordinance of the Haines Borough authorizing Chilkat Valley Preschool, Inc. to lease an addition on the Senior Center Building.

WHEREAS, HBC 14.16.060 provides that “[t]he lease of any borough land may be made to any state or federal agency, nonprofit organization, or political subdivision of the state for less than the appraised value, and for a consideration to be determined by the assembly to be in the best interests of the borough”; and

WHEREAS, the public interest is served by Chilkat Valley Preschool, Inc. (CVP) providing preschool services to assist with meeting the early education needs of the Haines Borough; and

WHEREAS, on December 15, 2015, the assembly adopted Resolution 15-12-652 approving the concept of an addition on the Senior Center building for use by CVP; and

WHEREAS, CVP has entered into an agreement with Southeast Senior Services to share the borough-owned Senior Center building provided it is expanded; and

WHEREAS, the planned addition would be approximately 1,400 square feet added onto the back between the Senior Center and the playground and would have a separate entrance to the outside and the kitchen.; and

WHEREAS, CVP will pay all costs associated with construction of the addition that will be owned by the Haines Borough; and

WHEREAS, on January 26, 2016, the assembly passed a motion directing staff to work with CVP on a design and a management agreement; and

WHEREAS, on May 10, 2016, Resolution 16-05-674 was adopted supporting a Rasmuson Foundation grant application for the addition; and

WHEREAS, the parties have executed a separate Memorandum of Agreement regarding management of the Senior Center building (“MOA”) to be effective January 1, 2016; and

WHEREAS, the lease agreement stipulates CVP shall pay rent at the base rate of \$1.00 per year and shall be responsible for 100% of all utilities and services associated with the leased addition; and

WHEREAS, Borough Charter 3.03(8) stipulates that the leasing of borough property must be granted by the assembly by ordinance,

NOW THEREFORE BE IT ENACTED, to authorize the borough manager to execute a lease with Chilkat Valley Preschool, Inc. for use of the planned Senior Center building addition for the sole purpose of providing preschool services under the conditions of the attached lease agreement, and for a period of 30 years with renewal options.

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

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

Haines Borough
Ordinance No. 16-06-438
Page 2 of 2

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

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ____ DAY OF _____, 2016.

Janice Hill, Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 06/28/16
Date of First Public Hearing: 07/12/16
Date of Second Public Hearing: 07/26/16

**HAINES BOROUGH
LEASE AGREEMENT**

Draft

This Lease Agreement effective and adopted this ____ day of July 2016, and entered into by and between the **Haines Borough**, of P.O. Box 1209, Haines, Alaska 99827 (“Landlord”) and **Chilkat Valley Preschool, Inc.** an Alaska non-profit corporation of P.O. Box 1165, Haines, Alaska 99827 (“Tenant” or “CVP”).

Recitals

A. Landlord is the owner of the building and property known as the Haines Senior Center and having the physical address of 33 Mission Street, Haines, Alaska 99827 (“the Building”).

B. Tenant has proposed to build and pay for an addition to the Building to house its preschool operation (“the Addition”). Landlord and Tenant have agreed to appoint co-project managers, one chosen by Landlord and one chosen by Tenant, to oversee their agreement for construction of the addition to the Building.

C. Landlord and Tenant have entered into a Memorandum of Agreement by which Tenant will manage the building including the CVP and the Haines Senior Center. The Memorandum of Agreement shall be incorporated into and made subject to this Lease.

D. To facilitate the mutual goals of Landlord and Tenant, the parties hereby enter into this Lease to document the terms and conditions under which Tenant will lease a portion of the Building.

1. Premises. Landlord hereby rents to Tenant the approximately 1400 square feet of commercial space included in the (2017) addition to the Building that Tenant shall build and pay for.

2. Term. The term of this Lease shall be for thirty (30) years, beginning on the first day of the month following substantial completion of the Addition or August 1, 2017, whichever is later and ending on July 31, 2047, subject to renewal or earlier termination as described below.

3. Rent and Security Deposit. In consideration of Tenant’s payment of the construction costs of the addition to the Building, Tenant shall pay rent to the Landlord at the base rate of \$1.00 per year. By signature below Landlord acknowledges receipt of \$30.00 as payment in full for rent during the initial term of the Lease. Landlord agrees to forego the advance collection of a security and cleaning deposit, but reserves its right to seek a full recovery of damages from Tenant in the event that the Premises are returned in a damaged or unclean condition, reasonable wear and tear excepted.

4. Renewal. Provided Tenant is not then in material breach of the terms of the Lease, Tenant shall have an option to renew the Lease for three additional periods of 30 years each on the terms then offered by Landlord. To secure this right, Tenant shall give notice of renewal to Borough Manager in writing not fewer than 90 days before the end of the then Term as set out in Section 2.

5. Parking. Landlord shall provide Tenant non-exclusive parking rights in the Building parking lot for Tenant’s use during the term of this Lease, subject to the restrictions stated in Section 6. Tenant shall not park in or block, nor permit its employees or visitors to park in or block the driveway access to the Building.

6. Dangerous and Noxious Substances. Tenant shall not knowingly engage in or allow any activity, anywhere in the Building, by its own agents or anyone else, involving any hazardous and/or dangerous substance or conduct, including but not limited to flammable or toxic liquids, gases, paints, chemicals, or fumes; explosives; matches or lighters; or open or closed flames. Tenant shall not store any such item in any area of the Premises or adjacent to the Building, and shall not permit anyone else to do so. Tenant shall not store in or near the Building any item that could pose a danger to the Building or anyone in the Building, including but not limited to explosive, combustible, flammable, or noxious substances.

7. Storage Outside the Building. Tenant shall not store, nor permit anyone else to store, any item outside the Building or outside the Premises without pre-approval from the Landlord. Tenant's parking spaces shall be used only to park a motor vehicle that leaves the parking space at least once daily.

8. Utilities/Services. The Tenant shall be responsible for all utilities and services associated with the Premises (the 1,400 square foot addition) as follows:

<u>Utilities</u>	<u>Paid By</u>
Telephone & Internet Access	Tenant (100%)
Janitorial	Tenant (100%)
Electricity	Tenant (100%)
Heat	Tenant (100%)
Water/Sewer (50% for the single hookup)	Tenant (100%)
Snow Removal of Walkways & Egress	Tenant (100%)
Trash Collection	Tenant (100%)
Other Services/Utilities	Tenant (100%)

Special electrical wiring, plumbing and other requirements shall be undertaken at Tenant's sole expense and only with Borough Manager's prior written consent.

9. Use. The Premises (the 1,400 square foot addition) are leased to Tenant solely for the use and operation of a full-service, non-profit, preschool educational facility. No other use is permissible without Landlord's prior written consent. Tenant shall at all times comply with all applicable laws, ordinances and regulations of duly constituted authorities now or hereafter in effect, with respect to Tenant's conduct or use of the Premises or any other portion of the Building.

Tenant shall not allow any person to reside on the Premises. Nothing in this Article or in this Lease shall create any third-party beneficiary rights or relationship between Landlord and any other person. Tenant agrees to conduct its business at all times in good faith, and in a reputable manner. Tenant shall not conduct any going out of business or bankruptcy sale in the Premises without Borough Manager's expressed, written consent.

Tenant shall maintain any personal property in or about the Premises at Tenant's sole risk. Landlord assumes no responsibility for damage to Tenant's property or loss or theft of such property. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as Landlord may deem to be advisable for the adequate protection of the property.

10. Signs and decor. Tenant may display signs subject to HBC Chapter 18.90. Tenant shall decorate the Premises in a manner Landlord considers tasteful. Tenant is encouraged to seek Borough Manager's concurrence in any decorative scheme it considers before undertaking it. Without Borough Manager's advance concurrence, any such scheme is undertaken at Tenant's own risk.

11. Early Termination. Tenant may terminate its tenancy at any time during the term of the Lease by giving Landlord a 30-day written notice of termination. In the event of early termination by Tenant, Tenant forfeits any claim for reimbursement of construction costs incurred by Tenant in building the CVP addition to the Premises. Landlord may not terminate the Lease before the end of the term of the Lease except for a material violation or breach of the Lease by Tenant. Landlord shall give at least a 90-day written notice of its intent to terminate the lease but Tenant shall have the 90-day notice period to cure or contest the violation or breach of the Lease relied on by Landlord in its Notice of Early Termination.

12. Return of Premises. Tenant agrees to return the Premises in good order, condition and repair at the expiration or sooner termination of the Lease, excepting only reasonable wear and tear arising from normal use thereof. At such time, Tenant will surrender the Premises without further demand, in a neat and clean condition, and will deliver all keys to Landlord. Tenant agrees that holding over its occupancy at the expiration or sooner termination of this Lease will result in the creation of a month-to-month tenancy at the rental rate in effect at the time. Tenant shall have sixty (60) days after the termination of the Lease to remove Tenant's personal property from the Premises. Landlord shall have the option to treat as abandoned and retain or dispose of all personal property belonging to Tenant that Tenant fails to remove from the Premises within sixty (60) days of termination of the Lease, or Landlord may remove items and store them at Tenant's expense.

13. Maintenance, Alterations, and Moving. Before Tenant may make tenant improvements, it must comply with every applicable provision of this Lease, including but not limited to proof of insurance.

Subject to other provisions of this Lease, Landlord shall maintain all structural elements of the Building, as well as all mechanical systems, basic lighting systems and electrical systems serving the Building. The Landlord shall be responsible for major maintenance projects.

Landlord shall have the right to make changes, additions, and alterations to the Building. Landlord will use reasonable efforts to avoid disturbing Tenant's decorations or operations within the Premises in connection with such changes, additions, and alterations.

Tenant shall not make any alteration, addition, or improvement in the Premises without the consent of Borough Manager in writing, which consent shall not be unreasonably withheld. All such alterations, additions and improvements shall be at the sole cost and expense of Tenant, and shall be coordinated with Borough Manager. All alterations, additions and improvements shall remain when Tenant returns the Premises to Landlord, unless otherwise specified in Tenant's written request and consented to by Borough Manager.

14. Cleaning. Tenant will keep the Premises in a clean, sanitary and safe condition at all times. Tenant is responsible for disposing of all trash, empty boxes, and other disposable material.

15. Insurance. During the term of this lease and any and all renewals or extensions hereof, Tenant shall keep in full force and effect a comprehensive commercial liability insurance policy, including public liability and property damage, covering all of Tenant's activities with respect to the leased Premises in an amount not less than Five-Hundred Thousand Dollars (\$500,000.00), with Landlord named as an additional insured under the policy. Tenant shall also insure, and Landlord shall bear no responsibility for loss or damage to, Tenant's personal property and trade fixtures in the leased Premises in an amount equal to the replacement cost of such property and trade fixtures. Tenant shall provide Landlord with appropriate Certificates of Insurance showing compliance with this paragraph.

During the term of this lease and any and all renewals or extensions hereof, Landlord shall keep the Premises insured against damage and destruction by fire, vandalism and other perils in an amount equal to the replacement value of the building.

16. Indemnification. Tenant shall defend, indemnify and hold Landlord and Landlord's agents, officers, affiliates, and employees harmless against any and all claims, demands, liability, causes of action, suits, or judgments including expenses and legal fees incurred in connection with such matters, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Premises by Tenant or by Tenant's agents, employees, or invitees.

17. Liens. Tenant shall keep the Premises and the Building free from any lien arising out of any work performed, material furnished or obligation incurred by Tenant. If a mechanic's lien is filed, Tenant shall immediately cause the same to be discharged, but Tenant shall have the right to contest any such lien. If Tenant shall fail to cause such lien to be discharged within 30 days after being notified of the filing thereof and before judgment or sale thereunder, then Landlord may discharge the same, and the amount so paid by Landlord and all costs and expenses incurred by Landlord in procuring the discharge of such lien, including reasonable attorneys' fees, shall immediately be due and payable by Tenant to Landlord. Nothing contained in this lease shall be construed as consent on the part of Landlord to subject Landlord's interest in the Premises or the Building to any lien.

18. Inspection by Landlord. Tenant permits Landlord to enter the Premises to inspect it, to enforce or carry out any provision of this Lease, to perform required maintenance or repairs, or to make additions, alterations, or modifications. In the event of an emergency, Landlord may enter without prior notice, but will notify the tenant immediately. In the event that no emergency exists, Landlord will give Tenant 24 hours' notice before entering during non-business hours. In exercising its rights under this paragraph, Landlord shall make a reasonable effort not to interfere with Tenant's operations or disturb Tenant's quiet use and enjoyment of the Premises.

19. Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- a. failure to observe or perform any of the covenants, conditions, rules, or any other nonfinancial provisions of this Lease, where the failure shall continue for a period of 30 days after Tenant's receipt of written notice of the failure from Landlord; and/or
- b. filing of a petition in insolvency or bankruptcy, or a statement of insolvency.

In the event of any default by Tenant under this Lease, in addition to any other remedy, Landlord shall also have the right, with or without terminating this Lease, to re-enter and re-let the Premises. Tenant hereby agrees to pay Landlord the cost of recovering possession of the Premises, including attorney's fees, paralegal fees, and costs; the expenses of re-letting; and any other costs or damages arising out of Tenant's default. Tenant hereby waives all rights of notice to quit in the event of any abandonment of the Premises.

20. Miscellaneous.

a. Entire Agreement. This Lease, along with its exhibits, shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party.

b. Timeliness. Time is of the essence of this Lease.

c. Construction. Tenant has had the opportunity to have legal counsel review this Lease on its behalf. The rule of construction that ambiguity is construed against the drafter will not apply.

d. Signatures. This Lease may be signed in counterparts, and a facsimile signature is as valid as an original.

e. Notices. Any notice, request, or other communication required or permitted to be given or made under this Lease shall be made when hand delivered, or mailed, by registered or certified mail, and addressed as follows:

If to Landlord:

Haines Borough
P.O. Box 1209
Haines, AK 99827
Phone: 907-766-2231

If to Tenant:

Chilkat Valley Preschool
P.O. Box 1165
Haines, AK 99827
Phone: 907-766-3213

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

Haines Borough

By: William E. Seward

Title: Borough Manager

Signature: _____

Signature Date: _____

Chilkat Valley Preschool, Inc.

By: Lexie Dewitt

Title: President

Signature: _____

Signature Date: _____

MEMORANDUM OF AGREEMENT

This Agreement is made this 1st day of July, 2016 between the CHILKAT VALLEY PRESCHOOL (hereinafter referred to as CVP) of Haines, Alaska and the HAINES BOROUGH (hereinafter referred to as the BOROUGH).

The purpose of this agreement is to provide for the utilization and maintenance of the Haines Senior Center to expand use of the building.

The BOROUGH will continue to own the building and CVP shall manage it according to the following provisions:

1. CVP shall schedule all rentals of the building and collect all fees;
2. At the end of each quarter, CVP shall retain 25 percent of all rental fees collected and return ~~80~~ 75% ^{75R} percent of the fees to the BOROUGH;
3. CVP shall be responsible for ensuring the building is clean and supplied with essential toiletries;
4. CVP shall be responsible for ensuring walkways and the drive-through drop-off are clear of snow;
5. CVP shall be responsible for ensuring the grease trap is cleaned daily by users of the kitchen;
6. CVP shall immediately notify the borough of maintenance items;
7. The BOROUGH shall provide snow plowing for the roads and parking lots adjacent to the Senior Center;
8. The BOROUGH shall pay for utilities;
9. The BOROUGH shall provide major maintenance.

RECEIVED HAINES BOROUGH

Duration of Agreement:

Either party may terminate this Agreement with or without cause and without breach at any time upon at least sixty days written notice to the other of the intention to terminate.

JUN 21 2016

CLERK'S OFFICE

Agreed to this 10 day of May, 2016.

Signature for the HAINES BOROUGH

Brad A Ryan Interim Borough Manager

Printed Name and Title

Signature for the CHILKAT VALLEY PRESCHOOL

Alissa Henry board president

Printed Name and Title

Sub Dewitt board president as of 6/1/16



Haines Borough Administration
William Seward, Borough Manager
(907)766-2231 • Fax (907)766-2716
wseward@haines.ak.us

July 12, 2016

2016 Season-End Report of Commercial Skiing-Related Permits

Haines Borough Code 5.18.080 (F)(6) Commercial ski tours, commercial ski productions and special ski competition events states the following:

"The borough manager shall compile a season-end report to be submitted to the borough assembly annually during the first meeting in July. The report shall include the number of skier days used by each permitted company as compared to previous years, and it shall include any verified permit infractions along with correspondence and other information documenting reasons for the infractions."

Attached are the following documents:

1. 2016 Heliski Allocations
2. 2016 Commercial Ski Tour Summary of Skier Day Use
3. Permitted Commercial Ski Tour Skier Day Comparison Report 2007-2016
4. Infraction Complaint (4/18/16) and Investigation Results

Summary:

Of the 2,600 available number of skier days to the three companies operating under HBC Title 5, all 2,600 skier days were allocated, with a total of 1,606 used during the 2016 heliski season. The Borough did receive one complaint of a possible violation that Interim Manager Brad Ryan investigated. As a result, one penalty fine was issued to Alaska Heliskiing for \$250 based on a review of the GPS data. The borough collaborated with Takshanuk Watershed Council in investigating the infraction.

	2014			2015			2015 2016	
	Requested Allocation	Initial Allocation	Final Allocation	Requested Allocation	Initial Allocation	Final Allocation	Requested Allocation	Allocation
AH	1400	1400	1400	1750	1450	1450	1450	1250 1300
SEABA	1100	950	950	1000	1000	1000	1000	900
AMG	450	250	250	450	150	150	650	200 400
Total	2950	2700	2700	3200	2600	2600	3100	2350 2600

Amended by Assembly motion following an appeal on 10/27/15.

These numbers represent the allocation for the 2016 season.

In making this determination the Manager reviewed all of the items denoted earlier in this document. Particular attention was paid to historical usage for the past three years. In the case of Alaska Heliskiing and SEABA the apportionment represents more than 100 days over the highest usage between 2013 and 2015. Alaska Mountain Guides allocation was increased based on their providing a contract with a vendor that indicates that for FY 16 they will have use. Given AMG's failure to use any days in the last three years they were awarded 450 fewer days than they requested. It should be noted that there is a **reserve of 250 skier days** available. These days may be awarded if it is determined that there is a need for more days by any or all of the heliski companies.

Any permittee receiving less than a requested allocation may appeal this initial allocation decision to the borough assembly by filing a notice of appeal with the borough clerk no later than 15 days from the date of this decision.

D.B. Sosa

David B. Sosa

Borough Manager

2016
Commercial Ski
Tours
Skier Day Use

	Skier Days	Reported Deviations from Flight Guidelines?	Accidents?	Wildlife Observation?	Notes
Available	2600				
AK Heli Totals	941		Yes*		Days Reported thru 4/21 FINAL
allocation	1300				
SEABA Totals	633	Yes*			Days Reported thru 4/21 FINAL
allocation	900				
AMG Totals	32			Yes*	Days Reported thru 3/21 FINAL
allocation	400				
Combined Totals	1606				

* See specific bi-weekly activity reports and/or GPS spot check reports for more information.
 The reports are available at: <http://www.hainesalaska.gov/administration/2016-helisking-information>.

Haines Borough

Permitted Commercial Ski Tours - Skier Day Use
Comparison Report 2007-2016

	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>
skier days available	2600	2600	2600	2600	2600	2600	1200	**1200	1000	1000
photo days available			Now included with skier days				140	**260	140	140
AK Heli skier day allocation	1300	1450	1400	**1150	1490	1450	750	650	650	650
skier days used	941	998	792	1103	1232	1363	659	**664	445	281
photo day allocation			N/A				90	90	100	100
photo days used							53	**117	122	40
SEABA skier day allocation	900	1000	*1000	1000	870	750	450	350	350	350
skier days used	633	647	121	868	722	560	615	**406	320	222
photo day allocation			N/A				10	10	20	20
photo days used							24	**11	8	20
AMG skier day allocation	400	150	*200	**350	200	200	New permittee in 2011			
skier days used	32	0	0	0	5	8				

* On 2/19/14, the borough manager approved a transfer of 50 skier days from AMG to SEABA.

** On 4/19/13, the borough manager approved a transfer of 100 skier days from AMG to AK Heli.

*** 2009 - Emergency Ordinance 09-04-205 added 200 skier days and 120 photo days to the code-allowed 1,000 and 140. The ordinance did not stipulate specific operator allocations. AK Heli and SEABA both used some of the additional days allowed under the emergency ordinance, so they did not inappropriately exceed their initial allocation.

HAINES BOROUGH HELISKIING COMPLAINT FORM

P.O. Box 1209 ♦ 103 Third Avenue S.
Haines, Alaska 99827
Ph: 907-766-2231 ♦ Fax: 907-766-2716
www.hainesborough.us

Today's Date: 4/18/16

Your Contact Information

Name: (first, middle initial, last)
Carolyn Weishahn

Mailing Address: (address, city, state, zip code)
HC 60 Box 3977, Haines, AK 99827

Physical Address: (address, city, state, zip code)
40 Mile, Haines Highway, Haines, AK 99827

Home Phone: (include area code)
907-767-5552

Work Phone: (include area code)

Email:
weis@aptalaska.net

Complaint: Please describe the alleged or suspected violation in detail, including who, what, when, where and why. **Helpful details include helicopter color and tail numbers, exact location, number of skiers, date, and time.** (Attach additional pages or use the backside of this form, if necessary.) If you have photos, please email them to info@haines.ak.us or bring them to the Haines Borough Administration Building.

Today, April 18, 2016, I saw a helicopter flying on the "highway side" of the mountain range across from my home near the U.S./Canada border at about 2:23p.m., flying from the border toward Glacier Creek (approximately west to east). The flight was well below the mountain ridge and in the Klehini River drainage. The weather was clear and winds calm.

This is in violation of the "Flight Operations " agreement all the heli-ski companies signed to protect the residences near the border from undue helicopter noise during heli-ski operations. The agreed upon flight path is to fly on the other side of the mountain range (not in the Klehini River drainage) across from residents of 37 Mile to 40 Mile, Haines Highway, thus avoiding the Klehini River drainage. This reduces the helicopter noise as the flight path is not directly in the Klehini River drainage.

The flight agreement states:
From the 33 Mile heliport--Use Porcupine Creek, McKinley Creek or Glacier Creek to access Porcupine Peak and Flower Mountain areas. Avoid Jarvis Creek, and the Klehini River to keep noise away from residences. ...

Please review the flight records in this area for April 18, 2016, and take enforcement action on the responsible heli-ski company.

Thank you,
Carolyn Weishahn, resident, 40 Mile, Haines Highway

For Borough Use Only

Date Received by Borough Manager: 4/19/16
Copy given to: _____
Date: _____

Forwarded for Response or Investigation to:
Date: _____

Results of Investigation: _____

Action Taken

♦ Complainant Contacted regarding Results of Investigation:
Contacted by _____ Date _____

♦ Action: (attach additional pages, as needed)

Form Received by: Julie Cozzi
Date Stamp: 4/19/16 a.m.

Date-stamped copy given to complainant
via email



HAINES BOROUGH, ALASKA

P.O. BOX 1209

HAINES, AK 99827

(907) 766-2231 * FAX (907) 766-2716

3 June 2016

Ryan Johnson
P.O. Box 1448
Haines, AK 99827

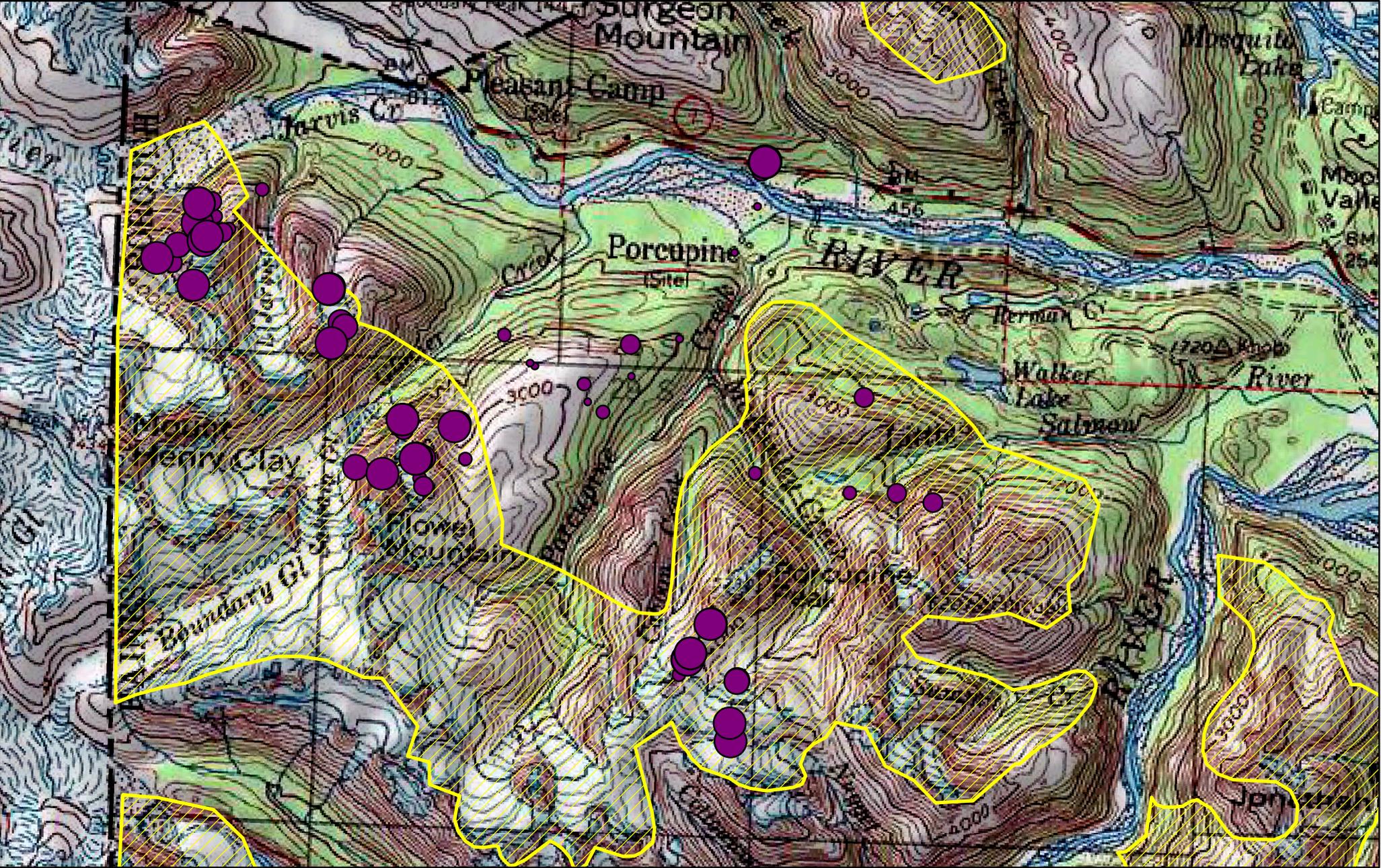
Dear: Mr. Johnson,

As we previously discussed the Haines Borough received a complaint about helicopters operating outside of the agreed upon flight paths to support heli-skiing operations. You informed me that you were aware of the incident and it was your company (Alaska Heliskiing) that had operated outside of the flight path. You supplied the GPS data for the date of the complaint (April 18th 2016) and the borough confirms the flight data matches the complaint. Per the Agreement Regarding Flight Operations and Practices of Commercial Ski Tours signed by an Alaska Heliskiing representative on March 31st 2011 the Haines Borough is required to levy a fine of \$200 for this violation.

Sincerely,

A handwritten signature in black ink, appearing to read "BRAD A. RYAN", with a long horizontal flourish extending to the right.

Brad A. Ryan
Haines Borough Interim Manager



**Haines Borough
Commercial Ski Tour - AK Heliskiing**

AK Heliskiing Commercial Ski Tour Data





CLERK'S REPORT

DATE: July 12, 2016
 TO: Mayor and Borough Assembly
 FROM: Julie Cozzi, MMC, Borough Clerk
 RE: Borough Election Update

1. October 4, 2016 Borough Election

The following positions will be on the ballot this year:

- Borough Assembly Seat B – 3-year term** (Incumbent – Diana Lapham)
- Borough Assembly Seat E – 3-year term** (Incumbent – George Campbell)
- School Board Seat B – 3-year term** (Incumbent – Sarah Swinton)
- School Board Seat E – 3-year term** (Incumbent – Lisa Schwartz)

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 last day to submit paperwork for the 2016 Election would be Friday, August 19.

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: doa.alaska.gov/apoc/apoc/FilerResources/index.html

2. **NEW THIS YEAR!** Training for persons contemplating a run for borough assembly. Monday, July 25, 5:30pm, Borough Assembly Chambers. The Clerk's Office will conduct this brief training that will also include a question and answer period with a small panel.
3. **Voter Registration – BE SURE YOU ARE PROPERLY REGISTERED!**
 If you are not currently registered, if you have moved into or out of the borough since the last election, or if you have not voted within the last two years in a regular election, you may find that you are not properly registered or that your name has been purged from the state voter list. You must be registered on or before Sunday, September 4, 2016 to be eligible to vote in the October 4, 2016 Haines Borough election. You may register at the Borough Administration Building weekdays from 9:00 a.m. to 5:00 p.m. or with a registrar in your area. If you suspect that your registration needs to be updated (address change, etc.), please call the Division of Elections now and check on it! (907-465-3021)
4. **Absentee Voting...**
 If a borough resident is going to be out of town on Borough Election Day in October, they may apply for an absentee-by-mail ballot anytime until September 23rd or vote early (absentee-in-person) between September 19th and October 3rd at the Borough Administration Building between 9:00 a.m. and 5:00 p.m. weekdays. There is also an absentee-by-fax option.

Any person may vote in any Haines Borough election who:

- A. Is a citizen of the United States;
- B. Is 18 years or older;
- C. Has been a resident of the borough for at least 30 days just before the election;
- D. Has registered to vote in Alaska at least 30 days before the election and is not registered to vote in another jurisdiction; and
- E. Is not disqualified under Article V of the State Constitution.

IMPORTANT! State Election Absentee Voting. There are two state elections this year, Primary August 16, and General November 8. The absentee voting for those elections is handled by the Alaska Division of Elections. There is an entirely different form and process than the borough election. If you or someone you know wants to vote but will be out of town during either of those elections, it is very important to make prior arrangements with the Division. For more information about State Elections, go to www.elections.alaska.gov. There are many online forms and resources. State absentee voting application forms are also available for pickup at the Borough Administration Building.


 REGULAR MEETING

 Parks and Recreation
Advisory Committee
(PRAC)

 SPECIAL MEETING

APPROVED

COMMITTEE MEETING SUMMARY AND MINUTES

Meeting date: 5/18/2016

Time: 5:00 pm

Location: Library

Committee members present:

Chair person: Richard Chapell

Burl Sheldon, George Figdor, Patty Peters, Richard Chapell

Guests: Ron Jackson (BA Liaison), Margaret Freidenauer (BA), Debra Schnabel (Public),
Jeremy Stephens (Public)

Person filling out form: Richard Chapell

Topics of discussion:

- Approve minutes from 4/20/2016 meeting: No changes suggested.
- Public testimony
 - Schnabel – Park lands in the Borough are suffering from a lack of use planning. For example, on the DNR Chilkat River Beaches parcel, fire pits and social trails are proliferating, there needs to be trash cans and dog waste bag dispensers.
- Haines harbor uplands design and waterfront walk.
 - We need to make sure there is a balance between two important uses of the Borough waterfront on Portage Cove: a working harbor and public recreation.
 - The Dog Cart sculpture site is not adequate to replace the functions of Lookout Park due to limited space and parking.
- Zoning downtown core park on Borough-owned lot 8A for recreation.
 - Sheldon – At the May 12 Planning Commission meeting, several members were opposed to rezoning Borough-owned Lot 8A as Recreation, so the matter was dropped.
 - **Sheldon will meet with the Manager and the Planning Technician** to learn about other avenues for designating certain Borough parcels as parks.
- Develop parks definition and regulation in Borough code - Not discussed due to lack of time.
- Request that the Mayor ask Alaska State Parks to rebuild the outhouses at Mosquito Lake Recreation Site - Not discussed due to lack of time. **Peters will circulate her draft letter** to Parks & Rec members by email for discussion at the next meeting.

Action Taken:

- Minutes from 4/20/2016 meeting unanimously approved.
- M/S Sheldon/Figdor, passed unanimously: Rescind PRAC's 4/20/2016 meeting motion to consider a permanent move of Lookout Park to the Dog Cart Sculpture area to the West of the PC Dock.
- M/S Sheldon/Figdor, passed unanimously: *PRAC requests that the Haines Borough harbor expansion design include an area equivalent in size to the current Lookout Park to be allocated for the relocation Lookout Park, and that the new park include professionally designed landscaping and safe, pedestrian access to the park and across the harbor parking lot. The PRAC also requests that the Borough Manager designate a Borough employee to manage the harbor development project so that the Borough waterfront uplands continue to meet the dual needs of a working harbor and public recreational use.*

Next meeting date: June 22, 2016, 5 pm at the library.



REGULAR MEETING

Parks and Recreation
Advisory Committee
(PRAC)

SPECIAL MEETING

DRAFT

COMMITTEE MEETING SUMMARY AND MINUTES

Meeting date: 6/22/2016

Time: 5:00 pm

Location: Library

Committee members present:

Chair person: Richard Chapell

Members: Burl Sheldon, George Figdor, Thom Ely, Meredith Pochardt, Richard Chapell

Guests: Ron Jackson (BA Liaison), Jan Hill (Mayor)

Person filling out form: Richard Chapell

Action items:

- Approved minutes unanimously from 5/18/2016 meeting.

Topics of discussion:

- Response to PRAC motion 5/18/2016 on Lookout Park in harbor expansion
 - Borough Manager Brad Ryan report to Assembly 6/14/2016:
 - As Public Facilities Director, Ryan will lead harbor expansion design and construction, including relocation of Lookout Park, unless directed otherwise by incoming Borough Manager
 - Conceptual design process for moving Lookout Park and routing pedestrians around entire waterfront will begin in FY17 (July 1, 2016)
 - Ryan will present harbor plan at Town Hall meeting on June 29 6:30 pm at Library
 - PRAC members reviewed Borough code specifying parks and recreation dept. and advisory committee duties
 - PRAC members' consensus is that "maintain, promote, and facilitate the use of borough-owned parks and recreational facilities" (HBC 2.105.010) directs PRAC to "act in an advisory capacity to the mayor, manager and assembly" (HBC 2.60.010) on the relocation of Lookout Park.
 - Mayor Hill comments
 - Now that USACE 408 permit is secured, Aesthetics Committee will reactivate
 - PRAC should work on trails, e.g. PC dock to Lookout Park, bathrooms at Battery Point
 - Agreed that that all interested committees should coordinate and work together

- Town Square park update
 - PRAC members will develop suggested improvements to the Borough lot at 3rd & Main to advance the Town Square concept.
- Borough code on Parks: Sheldon will draft new code addressing these points:
 - Definition of Borough park lands
 - Process for designating Borough park lands
 - Catalogue Borough park parcels
 - Camping time limits
 - Fire management: allowed, allowed only in fire grates or rings, not allowed.
 - Animal waste cleanup responsibility
 - Tree cutting prohibition
 - Special events exemptions to above regulations
 - Site specific regulations, such as in code for Picture Point
- Next PRAC event – DNR Chilkat River Beaches parcel site visit to check on current public use. June 23 6:30 pm meet at the parking lot at the River Rd/Mud Bay Rd intersection.
- Agenda item for next meeting:
 - Invite Ranger Travis Russell to address: enforcement of commercial group tour party limits; prioritize Seduction Point trail maintenance

Next meeting date: July 20, 2016, 5 pm at the library.

Personnel committee

June 27, 6 p.m. assembly chambers

Committee present – Ron, Margaret, Mike (chair), Bill

Public – Darwin Feakes, Jillian Rogers KHNS, Peter CVN, Brad Ryan, Diana Lapham, Debra Schnabel, Karen Garcia, Mayor Jan Hill

Call to order 6 p.m. (no recording.)

First item – Discussion on making Police Chief position a Director of Public Safety to include supervision of fulltime fire department employees.

Case – Originally made suggestion of discussing this change at assembly meeting and it was referred to committee.

Seward – Wanted discussion now because borough will soon be re-advertising for police chief. If this change is approved by assembly, the advertising could be for Director of Public Safety and it might net different applicants. Has drafted a preliminary job description (but not distributed at meeting.) Recommends change to improve department efficiency.

Friedenauer – Public Safety Commission should have chance to discuss and make recommendation.

Feakes (assistant fire chief) – Such a change would likely require a change to borough code. How would a Director of Public Safety interact with current chief? What type of supervisory role would they have over fulltime FD employees?

Case – When making this suggestion, envisioned the Director of Public Safety would be admin manager of FD and Fire Chief be tactical manager. But different ideas of how the position would work are emerging.

Jackson – likes the concept but needs more information and working out details. Can't be a quick decision.

Seward – was hoping for decision before recruiting for police chief position.

Mayor Hill – the decision process can move along, but not as quickly as this week. It can only move forward as quickly as a committee moves.

Seward, Feakes – more discussion of how oversight might work. Jackson, Case, Friedenauer – discussion of whether to decide on this before advertising for police chief or wait.

MOTION: Jackson moves to gather more information and hear from public safety commission and reconvene in two weeks to make recommendation. Case second. Passes unanimously.

Second item – Discussion on making Public Facilities Director also Deputy Manager.

Seward – Thinks a deputy manager is needed and proposed combining it with the PFD for several reasons: Continuity for borough operations in absence of manager; Brad Ryan current public facilities director and has knowledge and capability to serve in manger absence.

Jackson, Friedenauer – Supports idea, makes sense to clarify hierarchy in organizational chart and specify what position fills in in manager absence.

Mayor Hill – Supports idea and worth considering. Would eliminate need to hire an interim manager during vacancy.

Schnable – How would the newly created executive assistant position differ from deputy manager?

Case – Envisions that deputy manager would only serve in the absence of the manager, not as a constant deputy manager, like an executive assistant would.

Jackson – Would need to formulate job description before enacting.

Seward – If approved, he would draft code changes and negotiate salary increase with Ryan to add duties to his job.

Case and Jackson – Would public facilities director get permanent salary increase or just an increase when actually serving as deputy manager in absence of manager?

Seward – Envisions permanent salary increase.

No Motion, but committee agrees it would like more information on specific duties, draft of job description and salary considerations before making recommendation.

Friedenauer – Where does this leave the executive assistance position – when will it be advertised?

Seward – Would like to hold off on hiring executive assistant until decision made on deputy manager. Would like one or other, but not likely both.

Case moves to adjourn – Seward second. No objection

Minutes by Margaret Friedenauer



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 16-668

Assembly Meeting Date: 7/12/16

Business Item Description:	Attachments:
Subject: Assembly Adoption of New Collective Bargaining Agreement - 7/1/16 through 6/30/19	1. Resolution 16-06-685 2. CBA, showing edits 3. FY17 Wage Chart, proposed 4. FY17 Implementation Plan
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 6/28/16	

Full Title/Motion:
Motion: Adopt Resolution 16-06-685.

Administrative Recommendation:
This resolution is recommended by the Borough Manager

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ See Summary	\$	\$ See Summary	Employee Compensation

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

Negotiation of a new 3-year Collective Bargaining Agreement (CBA) between the Borough and the Public Employee's Local 71 commenced in Feb. 2016. On June 16th, after many hours of meetings, a tentative agreement was signed. The employees ratified the negotiated agreement on June 27, and assembly adoption is necessary. The negotiating teams believe this agreement does a good job of balancing the borough's current and projected fiscal constraints with the need to stay competitive with wages and benefits offered in other public and private sector jobs in Southeastern Alaska. Additionally the negotiating teams anticipate that the proposed changes will streamline operations, clarify administrative procedures, and help the borough to attract and retain well-qualified employees. If ratified, the proposed CBA will cost the borough an additional \$97,200 for employee compensation in year one. At current staffing levels the proposed contract would add an additional \$20K in years 2 and 3. A budget amendment ordinance will be brought to the assembly at the second meeting in July to reflect the changes.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 7/12/16	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly ratifying and adopting the Collective Bargaining Agreement between the Haines Borough and Public Employees Local 71.

WHEREAS, on July 1, 2013, the employees of Public Employees Local 71 and the Haines Borough entered into a Collective Bargaining Agreement which expired on June 30, 2016; and

WHEREAS, the management and union negotiating teams have been negotiating terms for a successor agreement since February 2016 and came to an agreement on June 16, 2016; and

WHEREAS, the employees of the Public Employees Local 71 ratified the negotiated successor agreement on June 27, 2016 to be in effect July 1, 2016 through June 30, 2019; and

WHEREAS, Assembly adoption of the Collective Bargaining Agreement is necessary before it can be implemented,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly adopts the Collective Bargaining Agreement between the Haines Borough and Public Employees Local 71 ratified on June 27, 2016 by the Public Employees Local 71.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on the ____ day of _____, 2016.

Janice Hill, Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

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, 2016~~3~~.

**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 within 20 working days 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 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 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 sixty (60) 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) [business](#) 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 - 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 Manager will authorize reimbursement for 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 personal leave, or periods of leave without pay).

When taking leave under the FMLA, a qualified employee must exhaust all accrued ~~paid 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 who meets the leave requirement in section A of this article 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. Approved requests for payout will be processed within 30 days of receipt.

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 annual leave time, 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~~this 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, maternity/paternity leave, or illnesses. Donating personal leave for payment of services or purchases or in lieu of cash transactions is expressly prohibited.

I. SICK LEAVE TRANSITION

Employees may convert personal leave into sick leave on an hour for hour basis. Once converted sick leave may not be converted back to personal leave. Sick leave is not cashable. Unused sick leave is forfeited upon termination.

Employees with accrued sick leave as of Juneau 30, 2016 may carry over those hours for use as provided below through June 30, 2019.

Use of Sick Leave

1. Sick leave may be used for personal illness or injury, or for the illness or injury of the employee's current household or immediate family member, if the latter illness or injury is such that the attendance of the employee is required, including time to travel to and return from a health care provider for treatment and required follow-up treatment.
2. Sick leave may also be used for scheduled medical appointments of the employee or, if the attendance of the employee is required, for scheduled medical appointments of the employee's current household or immediate family member. Appointments will not be made that would extend holidays or vacations without prior approval of the immediate supervisor.
3. Sick leave may be used for a medical condition of an employee that makes the employee's presence at work a danger to the health of other employees.
4. Pregnancy and childbirth qualify as medical reasons for a female employee to take sick leave
5. 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 suspected. 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.

6. Death in the immediate family, or of a current member of the employee's household, entitles an employee to use five (5) days sick leave, unless travel outside the state is required, in which case, the employee may use up to seven (7) days of 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 (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 provision in the Article are found to be in conflict with the FMLA, FMLA entitlements prevail.

The Alaska Family Leave Act also applies.

~~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's 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 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 [following the end of the pay period](#) 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, 201~~6~~³ the Employer shall contribute one thousand three hundred ~~and eighteen~~ (~~\$1,300~~^{\$1,318}) 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 fringe 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~~^{2017 and 2018}, 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~~²⁰¹⁷ and ~~2015~~²⁰¹⁸ 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~~ noticedays' 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.~~

All employees shall serve a probationary period as follows:

- All employees shall serve a probationary period of not less than six (6) months;
- An employee who has successfully completed a probationary period shall serve an additional three (3) month probationary period if they change jobs within the Borough. If

the employee fails to meet probation in the new position they shall be able to return to their previous position.

- An employee who changes jobs within the Borough before completing a six month probationary period will serve a six month probationary period in the new position. If the employee fails to meet probation in the new position the employer is not obligated to allow them to return to their previous position.
- All police officers shall complete a twelve (12) month probationary period as a police officer regardless of probation served outside of the police department.
- Seasonal employees shall serve a probationary period of three seasons in the same position.

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 are grievable.

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

ARTICLE 15 WAGES

A. WAGE SCHEDULE

Effective July 1, 201~~6~~³, 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 \$.50 increase.

Effective July 1, ~~2014~~²⁰¹⁷, a ~~.51~~^{.51}% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.50. The Haines Borough Step Chart shall reflect that change.

Effective July 1, ~~2015~~²⁰¹⁸, a ~~.51~~^{.51}% raise shall apply to Step 1 of the Haines Borough Step Chart. Each step increment will remain at \$.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 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 when mandated by the FLSA. With the exception of training exempt from overtime by state or federal, police department employees 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 Borough 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 COMPENSATORY TIME

If mutually agreed upon by the employee and the employee's department head and approved by the Borough 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.

D CALL OUT TIME

When an employee is called back to work by their supervisor or other authorized borough employee 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. Emergency dispatch tone outs do not call employees back to work for the purpose of this section.

DE 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.

FE 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 \$.~~50~~75/hr swing shift differential added to their base hourly rate. Hours worked between midnight and 7:59 a.m. shall have an additional \$~~1.000~~1.50/hr graveyard shift differential added to their base hourly rate. Shift differential applies only to hours worked.

GF 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.

A merit increase of an additional step may be awarded to an employee who receives an overall performance evaluation of "Outstanding" with written recommendations from their supervisor and the Borough Manager by March 15th.

~~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.

HG 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.

IH 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 for the first 90 calendar days of appointment. After 90 calendar days the employee will receive 25% above their normal pay rate.

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

J 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 employees regular hours in overtime hours.

KJ 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-benefit analysis shows the same level of service being efficiency study, that the Employer's best interest requires work formerly~~ performed by a unit member ~~can be contracted out of the unit~~ be outsourced at a lower overall cost, and if the Employer determines it is in the Employer's best interest to contract for the service, 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. In such instances, the Employer will require the contractor to pay their employees at least the same wage rate as the displaced borough employee(s) plus at least an additional \$5.00/hour in lieu of benefits.

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 ~~fifteen (15)~~ twenty (20) working days ~~after~~ after the Union receives the Mayor's response ~~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 [absent a legal obligation requiring disclosure](#), 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 ~~perswonn~~[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 [absent a legal obligation requiring disclosure](#).

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~~2016, and remain in effect through June 30, ~~2019~~2016. Either party may give written notice during the period January 1, ~~2019~~2016 through February 1, ~~2019~~2016, of its desire to negotiate a successor agreement. Negotiations shall commence on or after February 1, ~~2019~~2016.

HAINES BOROUGH ASSEMBLY:

PUBLIC EMPLOYEES LOCAL 71

~~Mark Earnest~~
Borough Manager
Spokesperson
Haines Borough

Tom Brice
Public Employees Local 71
Spokesperson

~~Stephanie Scott~~, Mayor
Haines Borough

Cathy Keller
Haines Borough Employee

~~Joann Waterman~~, Assembly
Haines Borough

Scott Bradford
Haines Borough Employee

Jila Stuart, CFO
Haines Borough

~~Josh Dryden~~~~Jason Rettinger~~
Haines Borough Employee

~~Carlos~~
Haines Borough

Jane Clark
Haines Borough Employee

Julie Cozzi, Clerk
Haines Borough

~~Rebecca Heaton~~~~Phil Benner~~
Haines Borough Employee

Ed Bryant
Haines Borough Employee

Haines Borough - Wage and Step Chart for the period July 1, 2016 - June 30, 2017

FY17

each step is \$0.50

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
A	10.00	10.50	11.00	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	15.50	16.00	16.50	17.00	17.50	18.00
B	11.50	12.00	12.50	13.00	13.50	14.00	14.50	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50
C	12.50	13.00	13.50	14.00	14.50	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.00	20.50
D	14.00	14.50	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.00	20.50	21.00	21.50	22.00
E	15.00	15.50	16.00	16.50	17.00	17.50	18.00	18.50	19.00	19.50	20.00	20.50	21.00	21.50	22.00	22.50	23.00
F	15.80	16.30	16.80	17.30	17.80	18.30	18.80	19.30	19.80	20.30	20.80	21.30	21.80	22.30	22.80	23.30	23.80
G	16.70	17.20	17.70	18.20	18.70	19.20	19.70	20.20	20.70	21.20	21.70	22.20	22.70	23.20	23.70	24.20	24.70
H	17.70	18.20	18.70	19.20	19.70	20.20	20.70	21.20	21.70	22.20	22.70	23.20	23.70	24.20	24.70	25.20	25.70
I	18.70	19.20	19.70	20.20	20.70	21.20	21.70	22.20	22.70	23.20	23.70	24.20	24.70	25.20	25.70	26.20	26.70
J	19.70	20.20	20.70	21.20	21.70	22.20	22.70	23.20	23.70	24.20	24.70	25.20	25.70	26.20	26.70	27.20	27.70
K	20.70	21.20	21.70	22.20	22.70	23.20	23.70	24.20	24.70	25.20	25.70	26.20	26.70	27.20	27.70	28.20	28.70
L	22.00	22.50	23.00	23.50	24.00	24.50	25.00	25.50	26.00	26.50	27.00	27.50	28.00	28.50	29.00	29.50	30.00
M	23.00	23.50	24.00	24.50	25.00	25.50	26.00	26.50	27.00	27.50	28.00	28.50	29.00	29.50	30.00	30.50	31.00
N	24.00	24.50	25.00	25.50	26.00	26.50	27.00	27.50	28.00	28.50	29.00	29.50	30.00	30.50	31.00	31.50	32.00
O	24.75	25.25	25.75	26.25	26.75	27.25	27.75	28.25	28.75	29.25	29.75	30.25	30.75	31.25	31.75	32.25	32.75
P	25.75	26.25	26.75	27.25	27.75	28.25	28.75	29.25	29.75	30.25	30.75	31.25	31.75	32.25	32.75	33.25	33.75

Range A	Range E	(Range H continued)	Range L
Lifeguard in Training	Accounting Clerk I	Assistant Library Director	Facility Maintenance Tech II
Library Page	Museum Assistant	Assistant Water/Sewer Operator	EMT / Fire Training Officer
Museum Intern	Tourism Information Coordinator	Tourism Specialist	Range M
Pool Cashier	Library Tech II	Curator /Archivist I	Planner II
Range B	Range F	Property Data Collector	Tourism Director
Library or Museum Aid	Laborer II	Range I	Police Officer in Training
Tourism Staff-Aid	Harbor Assistant	Information Technology Tech. I	Range N
Office Assistant I	Port Security Officer	Deputy Clerk	Mechanic Operator II
Range C	Administrative Assistant I	EMT / Firefighter In Training	Police Officer I
Visitor Information Assistant	Pool Assistant Manager	Dispatch Supervisor	Facility Maint. Superintendent
Pool Life Guard I	Range G	Pool Manager	Range O
Range D	Library or Museum Education Coord.	Curator /Archivist II	Public Works Superintendent
Library Tech I	Library Youth Services Coordinator	Range J	Police Officer II
Pool Life Guard II	Museum Operations Facilitator	Accountant II	Range P
Pool Instructor	Dispatcher / Jailer I	Information Technology Tech. II	Harbormaster
Laborer I	Accounting Clerk II	Equipment Operator I	Library Director
Janitor / Custodian	CYD Director	Planner I	Museum Director
Office Assistant II	Range H	Water/Sewer Operator	Police Sergeant
	Assistant Harbormaster	Range K	Water/Sewer Supervisor
	Accountant I	EMT / Firefighter	System Administrator
	Administrative Assistant II	Mechanic Operator I	
	Planning & Zoning Tech	Facility Maintenance Tech I	
	Dispatcher / Jailer II	Equipment Operator II	

HAINES BOROUGH			
7/1/2016 Wage Implementation Chart			
MGMT 6-12 PROPOSAL			
	<u>EMPLOYEE</u>	<u>Range & Step</u>	Wage
	Allen, Jennifer	C 1	12.50
	Allen, Mark L.	F 7	18.80
	Alten, Helen	P 4	27.25
	Babcock, Matthew	C 2	13.00
	Badger, Jessie	H 6	20.20
	Baldwin Stevens, Erik	J 8	23.20
	Bell, Shawn	P 2	26.25
	Blank, Lisa	E 7	18.00
	Blum-Evitts, Jedidiah	E 3	16.00
	Borders, Ralph H	O 15	31.75
	Bradford, Scott A	P 12	31.25
	Brown, Chris	O 3	25.75
	Brown, Patricia L	P 8	29.25
	Bryant, Eddie L	N 10	28.50
	Cheney, Ted	J 3	20.70
	Clark, Jane R	G 10	21.20
	Cui, Xi	M 7	26.00
	Davis, Holly E	G 11	21.70
	Dryden, Joshua	P 5	27.75
	Durr, Dennis A	J 9	23.70
	Fossmann, Kyle	I 2	19.20
	Friedle, Kathy	H 4	19.20
	Fullerton, Annelise	C 1	12.50
	Galasso, RaeAnne M	I 8	22.20
	Giddings, Al	G 2	17.20
	Gravel, Deborah	E 2	15.50
	Grimes, Celeste	I 5	20.70
	Hale, Andus E	L 7	25.00
	Heaton, Rebecca M	H 13	23.70
	Hickman, Will	N 1	24.00
	Hinkle, Sierra	G 4	18.20
	Jobbins, Allan	F 4	17.30
	Jurgeleit, Elizabeth	E 2	15.50
	Kanahele, Malcolm	B 3	12.50
	Kattenhorn, Heidi	C 2	13.00
	Keller, Cathy G.	J 13	25.70
	Kielsmeier, Krista	I 5	20.70
	Klinger, Kyle	F 2	16.30
	Lambert, Donna	B 3	12.50
	Lambert, Donna	E 2	15.50
	Long, Brayton	O 3	25.75
	Martin, Maggie	F 3	16.80
	Miller, Brittany	G 3	17.70
	Morgan, Jessie	G 4	18.20

HAINES BOROUGH			
7/1/2016 Wage Implementation Chart			
MGMT 6-12 PROPOSAL			
	<u>EMPLOYEE</u>	<u>Range & Step</u>	<u>Wage</u>
	Moyer, Linda S	C 8	16.00
	Nelson, Andrea	G 3	17.70
	Oakes, Michael	C 1	12.50
	Olsen, Tina	H 7	20.70
	Otton, Shaye	C 1	12.50
	Piper, Tammy W	E 8	18.50
	Pollan, Henry	F 4	17.30
	Ross, Leslie	M 3	24.00
	Rybinski, Milosz	D 2	14.50
	Sanne, Dale R	D 10	18.50
	Spencer, John	J 11	24.70
	St Clair, Jacqueline	B 1	11.50
	Stigen, Jordan	C 1	12.50
	Stuart, Bailey	C 1	12.50
	Thomas, Gabriel	H 3	18.70
	Waldo, Linda	G 3	17.70
	Walsh, Jennifer	K 2	21.20
	Witek, Madeline	G 2	17.20



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 16-669

Assembly Meeting Date: 7/12/16

Business Item Description:	Attachments:
Subject: Multiple Single Residential as a Conditional Use in the Light Industrial/Commercial Zone	1. Ordinance 16-07-439 2. Planning Commission Recommendation
Originator: Planning Commission	
Originating Department:	
Date Submitted: 7/1/16	

Full Title/Motion:
Motion: Introduce Ordinance 16-07-439 and set a first public hearing for 7/26/16 and a second public hearing for 8/9/16.

Administrative Recommendation:

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ n/a	\$ n/a	\$ n/a	n/a

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives: Page 60; Goal 5 Page 199	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

This ordinance is recommended by the planning commission. A citizen proposed to replace the aging mobile homes in his mobile home park with new small homes built on site. That mobile home park is in the Light Industrial/Commercial Zone (LIC), and currently code does not allow construction of multiple single-family residences in that zone. The commission discussed this topic during a public meeting on 6/9/16.

The planning commission believes the net result and impact to the neighbors is the same whether mobile homes or constructed homes. They recommend the assembly amend the zoning use chart to allow multiple single-family residences as a conditional use in LIC zone. It is the commission's opinion that this small code change will improve the quality of housing in Haines.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 7/12/16	Public Hearing Date(s):
	Postponed to Date:

An Ordinance of the Haines Borough amending the Zoning Use Chart in Haines Borough Code Section 18.70.040 to allow multiple single-family residences as a conditional use in the light industrial/commercial zone.

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 18.70.040 Section 18.70.040 of the Haines Borough Code is hereby amended, as follows, to allow multiple single-family residences as a conditional use in light industrial/commercial zone:

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

18.70.040 Zoning use chart

The following chart summarizes the uses allowed and the standards of review for each use, townsite planning/zoning district and the zones therein. In the commercial and industrial zones, more than one building housing a permissible principal use may be developed on a single lot; provided, that each building and use shall comply with all applicable requirements of this title. Additional requirements may be applicable to developments within some zones. See the definitions in Chapter 18.20 HBC for descriptions of each use.

Haines Borough
 Ordinance No. 16-07-439
 Page 2 of 2

ZONING USE CHART
 TOWNSITE PLANNING/ZONING DISTRICT
 UBR = Use-By-Right CU = Conditional Use
 NA = Not Allowed GFA = Gross Floor Area

 = Permit Required

 = Permit Not Required

Under General Classification, uses in UPPER CASE are primary and uses in lower case are secondary.

GENERAL CLASSIFICATION →	INDUSTRIAL USES			COMMERCIAL/ Residential Uses			RESIDENTIAL USES ONLY	RESIDENTIAL/ Commercial Uses				RECREATIONAL USE
Specific Zoning Districts →	Heavy Industrial	Light Industrial/ Commercial	Waterfront Industrial	Commercial	Waterfront	Significant Structures Area	Single Residential	Multiple Residential	Rural Residential	Rural Mixed Use	Multiple Use	Recreational
USES ↓	I/H	I/L/C	I/W	C	W	SSA	SR	MR	RR	RMU	MU	REC
Multiple Single-Family Residences	NA	NA CU	NA	CU	CU	NA	NA	CU	CU	CU	CU	NA

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2016.

 Janice Hill, Mayor

ATTEST:

 Julie Cozzi, MMC, Borough Clerk

Date Introduced: _/_/____
 Date of First Public Hearing: _/_/____
 Date of Second Public Hearing: _/_/____



Haines Borough
BOROUGH ASSEMBLY
ACTION REQUEST

DATE: 6/9/16

TO: Haines Borough Assembly

FROM: Haines Borough Planning Commission

RE: Construction of Multiple Single-Family Residences in LIC Zone in HBC 18.70.040

PLANNING COMMISSION ACTION:

M/S Lende moved to "recommend the Assembly adopt the proposed draft ordinance to amend Haines Borough Code 18.70.040". The motion carried unanimously.

RATIONALE:

Mr. Leonard Dubber proposed to replace the aging mobile homes in his Spruce Grove Mobile Home Park with new small homes built on site. However, currently the code does not allow construction of multiple single-family residences in the Light Industrial Commercial Zone. The topic was discussed on 6/9/16. Construction of multiple residences on one lot is allowed as a conditional use in many other zones in the Borough. There are existing structures that are already for residential use in LIC zone. The current code allows Mr. Dubber to have mobile homes in Spruce Grove but not single-family homes, even though the net result and impact to the neighbors is the same. In light of the discussion, the commission believed that multiple single-family residences should be considered. They agreed to change the zoning use chart to allow multiple single-family residences as a conditional use in LIC zone. This is a small code change that will improve the quality of housing in Haines.

PLANNING COMMISSION REQUEST:

- ❖ For the Borough Assembly to amend HBC 18.70.040 to read:

ZONING USE CHART

TOWNSITE PLANNING/ZONING DISTRICT

UBR = Use-By-Right CU = Conditional Use

NA = Not Allowed GFA = Gross Floor Area

 = Permit Required

 = Permit Not Required

Under General Classification, uses in UPPER CASE are primary and uses in lower case are secondary.

GENERAL CLASSIFICATION →	INDUSTRIAL USES			COMMERCIAL/ Residential Uses			RESIDENTIAL USES ONLY	RESIDENTIAL/ Commercial Uses				RECREATIONAL USE
	Specific Zoning Districts →	Heavy Industrial	Light Industrial/ Commercial	Waterfront Industrial	Commercial	Waterfront	Significant Structures Area	Single Residential	Multiple Residential	Rural Residential	Rural Mixed Use	Multiple Use
USES ↓	I/H	I/L/C	I/W	C	W	SSA	SR	MR	RR	RMU	MU	REC
Multiple Single-Family Residences	NA	NA <u>CU</u>	NA	CU	CU	NA	NA	CU	CU	CU	CU	NA

SUBMITTED BY 
 Rob Goldberg, Planning Commission Chair



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 16-669

Assembly Meeting Date: 7/12/16

Business Item Description:	Attachments:
Subject: 1% Tourism-Economic Develop. Sales Tax	1. Finance Committee Report of 6/27/16 Meeting 2. Citizen Correspondence Requesting Repeal of the Tax 3. Tourism Advisory Board Letter 4. Tourism Director Letter 5. Voting History 6. Where Sales Tax Will Go for FY17 7. Fund 23 - FY13-FY17 8. Charter Article X and HBC 3.80.030 & 220
Originator: Finance Committee (in response to citizen request)	
Originating Department:	
Date Submitted: 6/28/16	

Full Title/Motion:

This is a discussion item. The discussion may lead to some type of action.

Administrative Recommendation:**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$	\$	\$	TBD

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:

Consistent: Yes No**Summary Statement:**

This topic was initiated by a citizen interested in a repeal of the 1% sales tax dedicated to tourism/economic development. On 6/14/16, the assembly referred the matter to the finance committee in response to that citizen's correspondence. The finance committee met on 6/27, and recommended the assembly consider putting a question on the ballot. The assembly will have an opportunity through this meeting's discussion to consider various options including deciding whether to place it on a ballot and, if so, whether this year or next. Another option could be to encourage a citizen initiative rather than an assembly ordinance. If by assembly ordinance, the assembly would need to draft the actual wording for a ballot question. An ordinance would need to be adopted no later than 8/23 for the assembly to put a question on the October 2016 ballot. The packet includes information prepared by the clerk and finance director, and letters from the Tourism Advisory Board and the Tourism Director.

Referral:

Referred to:

Referral Date:

Recommendation:

Meeting Date:

Assembly Action:

Meeting Date(s): 7/12/16

Public Hearing Date(s):

Postponed to Date:

From: DIANA LAPHAM [mailto:lapham@aptalaska.net]
Sent: Friday, July 01, 2016 8:08 AM
To: Julie Cozzi; Diana Lapham
Subject: Finance meeting 6/29/2016

Haines Borough Assembly Committee Reports:

Finance June 29, 2016

Meeting begin: 5:00pm Meeting adjourned: 6:40pm

Issue: Ballot Question to retain the 1% sales tax for Econ Development and Tourism

Discussion: Mr Churchill and other fisherman presented their concern of not having this issue on the ballot since 2004. They expressed curiosity of whether citizens would want to RETAIN the 1% sales tax for Econ Dev. and Tourism

Recommended Action: Ron motion/Diana second: recommend to the Assembly to bring the question of retaining the 1% sales tax for Econ Dev. and Tourism and have it on the ballot for October 2016 election.

Vote 2-1 Gregg opposed

Please put on the agenda for the July 12, 2016 Assembly meeting

Meeting chair: Diana Lapham

Committee members: Ron Jackson, Tresham Gregg, Mike Case (abs)

Staff: Jila Stuart CFO, Helen Alten Museum, Leslie Ross Tourism Director

Audience: Margaret Friednauer Assembly, Jillian KHNS, JR Churchill, Ryan Cook, Bryan O'Riley, Don Turner, Kyle Grey FNBA, Debra Schnable, Paul Nelson, Sean Gaffney, Scott Sundberg, Steve Fossman

From: [Donald Churchill](#)
To: [Margaret Friedenauer](#); tgregg@haines.a.us; [George Campbell](#); [Diana Lapham](#); [Mike Case](#); [Ron Jackson](#)
Cc: [Jan Hill](#); [Julie Cozzi](#); [Brad Ryan](#)
Subject: Repealing the 1% Tourism and Economic Development Tax
Date: Monday, June 06, 2016 10:15:38 PM

Dear Assembly Members,

The time has come to repeal the 1% tourism & economic development tax. The community of Haines has been very generous to the tourism industry. The tax payers have bonded and rebuilt the cruise ship dock, we paid for a 1 million dollar restroom, rebuilt sidewalks, curbs, and signage from the cruise ship dock to downtown, and on top of all that for the last 30 years we gave 1% of every dollar we spend in town specifically to one industry: tourism. While short-term incentives to help fledgling businesses succeed can be a useful economic tool at some point this tool can go from an incentive to a subsidy. And after 30 years we are well past that point.

I have heard the argument that by collecting this tax and spending this money it brings more tourists to town who in turn spend their money thereby generating more sales tax. I could make the same argument for almost any industry in town. For instance if you purchase new gill nets for every commercial fisherman in town I can guarantee the fleet would catch more fish and thereby sending more fish to Excursion Inlet's Ocean Beauty plant which in turn would pay more raw fish tax to the Borough. I could easily make the same argument for many other businesses in town but you get the point.

If in fact the tour operators and tourist related businesses in town feel that the 1% tax being collected from every person in town by the Borough and spent on their behalf is essential to the future of their businesses I have a suggestion: They can follow our lead and tax themselves. All salmon fishermen pay 3% of their gross annual income to a regional aquaculture association who in turn produces more salmon for us to catch, thereby increasing our production. With increased production more salmon is landed at Excursion Inlet which in turn means more raw fish tax for the Borough. And the only businesses taxed were fishermen not tourist related business nor any other person in town, as it should be. In the past 12 years the Borough has collected almost five and a half million dollars for the tourism industry. In FY2015 alone \$525,794 was collected from the 1% tourism and economic development tax. In the same 12 year period commercial fisherman asked for and received just \$15,000 from the Borough. As fisherman we have to ask ourselves why has the tourism industry alone been granted this special economic status above all other industries in Haines. To receive a subsidy paid for by taxpayers to benefit one private industry tourism. To be clear commercial fishing has been, is now, and will continue to be for the foreseeable future the No.1 economic driver of the Haines economy. After voluntarily taxing ourselves 3% of our gross annual income to strengthen and grow our own industry we should not then be taxed 1% of every dollar we spend in Haines to subsidize an industry we have nothing to do with and are often at odds with. What we are proposing is that the Borough assembly vote to put the 1% Tourism and Economic Development Tax on the fall ballot and let the voters decide if this is something they still support. It has been over 10 years since the voters have been given the opportunity to vote on this tax and with no sunset clause it is time to give the taxpaying voters the opportunity to let their voices be heard.

Sincerely,

Donald Churchill F/V Red Dog

From: [Donald Churchill](#)
To: [Julie Cozzi](#)
Subject: Repealing the 1% Tourism & Economic Development Tax
Date: Wednesday, June 08, 2016 9:36:43 AM

Julie, Thank you for your help and insight.

What I am trying to accomplish is to have the Borough Assembly vote to put the 1% Tourism & Economic Development tax on the fall ballot to let voters decide to either keep the 1% tax in place or to eliminate it altogether, both, the dedication and the 1% tax itself.

My hope is that this can be put before the finance committee a.s.a.p. to get the ball rolling. I realize the time restraint we are facing.

Thanks again,
Jr Churchill

July 6, 2016

Madam Mayor and Haines Borough Assembly Members,

At the last Tourism Advisory Board meeting a motion was made, passed unanimously, supporting the continuation of the 1% sales tax for Tourism and Economic Development.

- **Motion was made by Scott Sundberg for TAB to advise the Haines Borough Assembly to maintain the 1% Sales Tax for Economic Development & Tourism in its current form. Second-Michael Marks. Approval: Unanimous.**

The TAB believes that this tax drives multiple segments of our local economy and is critical to our community.

Areas of our economy that benefit directly from this tax include: lodging and accommodations, restaurants, groceries/sundries, sporting goods, tour operators, bars, gift shops, art galleries, construction, dirt work, building supplies, fuel/gasoline sales, auto and boat parts/repair, and vehicle rentals, as a partial list.

The current TAB marketing budget is almost exclusively focused on bringing independent travelers to Haines. This marketing campaign not only supports conventions and all of our local events (bike race, beer fest, SE AK Fair, etc), it also continuously drives business to most all segments of our local economy.

The TAB believes that the tourism and visitor industries are one of, if not the, leading industry bring hard currency into our local economy, and maintaining the current tax structure is overwhelmingly in the best interest of our community.

If the dedicated tax and marketing efforts are decreased or abolished, it should be expected that the community will see a substantial decrease in the amount of hard currency coming into the borough and the associated sales tax amounts.

Further, no comprehensive study that I am aware of has ever been completed quantifying the total amount of contribution to our economy by the tourism and visitor industries. I believe that undertaking the task of getting hard numbers for this industry is crucial to making the best decisions for our community as a whole. I would be happy to assist the borough in acquiring this information.

Thank you for your time and consideration of this important matter.

Please don't hesitate to contact me if I can answer any questions, or provide any additional information.

Respectfully,

Sean Gaffney

Chair
Tourism Advisory Board



Haines Convention & Visitor Bureau
PO Box 530 | Haines, AK 99827
907-766-2234 (w) 907-314-3208 (c)
lrross@haines.ak.us
www.VISITHAINES.com

July 5, 2016

Dear Madam Mayor and Haines Borough Assembly,

As the Haines Tourism Director, it is self evident that I support the 1% for Economic Development and Tourism. I ask that the Assembly also support Fund 23 and its vital impact on our community. First, I would like to express my strong support of the right of public vote and with that; I believe any vote or ballot initiative needs to come with complete education to the public. The 1% tax has such vast outreach and impact to businesses, government, and other department budgets, I encourage the assembly to not rush that a decision. If this item should come to vote it needs to include an educated discussion with the public based on facts and numbers. The dialogue this topic has brought forward is valuable and what I experienced in my brief time as interim Economic Development Director is the need for broader economic support for fisheries and other industries.

The 1% tax funds entirely – two departments, supports countless businesses, economic development, relationships, and the success of Haines. The Tourism part of this budget alone supports the marketing of the PC Dock, conference facilities, businesses and events, and runs a year round visitor center and visitor kiosk on the PC Dock. We have 3 employees plus the director in the summer with 12 volunteers. The Visitor Center, the annual Vacation Planner, trade shows, advertising, and public outreach support over 150 businesses as well as many more indirectly. (Please see breakdown on next page).

Marketing & Advertising | Bringing Haines to life in print, digital, video, online and in person – marketing businesses, the dock, arts, culture, events, and transportation. A marketing campaign strongly geared to the independent traveler. We maintain a diverse website linking visitors with business and services. Support new businesses. Represent at trade shows, conferences and events. We bring countless professional media to town that in turn creates invaluable articles, photos, and coverage of Haines worldwide.

Cruise Ships and the PC Dock | The Tourism Department works front line with cruise line planners and reps, to bring more ships to Haines to not only fill the PC Dock. This has been an initiative approved by assembly and is in our comprehensive plan. We work directly with the Harbor Master and receive additional head tax money to support the dock. If we succeed with the current incentive and fill our dock with new ships - we will need a staff to support, direct, and assist thousands of visitors.



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Events & Conferences | The Tourism Department supports our current events as they grow and helps foster new events that bring thousands of people to Haines every year – recently these events have reached into our winter months with the showcase of our ski industry. To bring new meetings and conferences to town, the borough needs staff and manpower to host, organize and facilitate large groups staying for multiple days.

Public Relations | Often overlooked, the Tourism Director plays a very strong and vital role in public relations locally, regionally and across borders acting as a representative for Haines in many Economic Development and State issues. These hours have worked directly to maintain or establish strong ties with important state organizations, such as Southeast Conference, Alaska Marine Highway, Southeast Tourism Council, Alaska Travel Industry Association, State of Alaska Tourism, State of Alaska Economic Development, Yukon Tourism, Yukon Government, Haines Junction Econ Dev, the Governor’s Office, and representatives. Locally, the Tourism Dept. and Tourism Director work to bring together organizations, individuals, and businesses to work supporting events, functions, and local issues/concerns. Also, working as a liaison and partner for all major events in Haines with organizers and borough staff to ensure safety, restrooms, garbage, clean up, and transportation. The director attends numerous assembly and committee meetings to make sure tourism and community concerns are addressed.

These are just the top items this department covers of many. And I submit this letter to give a clearer picture of the function of Fund 23 and how it is not a subsidy of private businesses, but plays a vital role as a department of the borough and as an economic driver for all of Haines. I point out all that the Tourism Department does only to clarify that if funds were cut many of these responsibilities would still be needed to maintain the industry. New funding sources at the borough would need to be directed or these events and cruiselines dropping of thousands of visitors would not have facilities to accommodate. If funding for this department from the 1% is repealed, we will be faced with finding cuts to other areas of the borough as well as harming the overall economic development of Haines.

All of the above said, I do not dispute the need for a conversation on redirecting funds from Economic Development, Fish Tax, etc to help support the other major industry in Haines, Fishing as well as focus on other economic incentives to business growth.

Thank you for your time, consideration and contribution to Haines.

Leslie Ross
Tourism Director, Haines Borough



Haines Convention & Visitor Bureau
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Iross@haines.ak.us
www.VISITHAINES.com

A list of just some of the businesses the Tourism Department supports with Fund 23.

- 50 Accommodations (Hotel, BnB, Lodge or Cabins, Vacation Rentals, RV/Camping)
 - 5 Hotels, 7 Lodges, 9 BnB's, 20 Vacation Rentals, 9 RV / Campgrounds
- 19 Food & Beverage Establishments
 - 14 Eateries, 5 bars
- 1 brewery, 1 distillery
- 3 liquor stores
- 23 Tour Companies – including excursions, fishing, flights, boating, skiing
 - 12 Excursion/Adventure
 - 2 Flight Seeing
 - 4 Sport Fishing
 - 1 Guided Hunting
 - 5 Guided Skiing (3 heli, 1 flight, 1 cat)
- 8 Transportation Companies:
 - 3 direct flight service / 2 charter
 - 3 Ferry (AMHS, Fjordlines, HSFF)
- 3 car rentals / 1 scooter rental
- 1 Golf Course
- 4 museums (Sheldon, Klukwan, Hammer, ABEF)
- 4 state park facilities (Chilkoot, Chilkat, Bald Eagle, Portage Cove)
- 29 gift/clothing shops & 9 Art Galleries
- 4 Gas stations
- 6 auto parts/repair shops
- 10 + non-profits (including Arts Confluence, Salvation Army, SEAKFair, Chamber, Snowburners..), 1st Friday....Bear Foundation,
- 7 major events and about 10 small events (races, art shows, bear festival,etc)
- 11 Churches
- 5 Event/ Convention Facilities

This is not including multiple massage, beauty, medical, grocery, and services.
I am sure I am missing a few.

From: Julie Cozzi
Sent: Wednesday, April 06, 2016 1:47 PM
To: Donald Churchill
Cc: Brad Ryan; Jila Stuart
Subject: RE: Request for Information on Voting Result History

Hi, JR...

There were four different elections related to this with the most recent being 2005 when the tax went from city-only to the whole borough. All of the propositions were passed. I have provided below the voting results and the actual questions as they appeared on the ballots.

October 1, 1985
October 6, 1987
October 2, 2001
October 4, 2005 (two ballots)

1985 Proposition – Yes 230, No 207

“Shall the City of Haines increase the General Sales Tax from 3% to 4% in order to dedicate the additional 1% sales tax revenues to first establishing an annuity to provide payment for the Gorman police officer settlement and secondly once the annuity has been established (approximately 1-1/2 years) dedicate the funds to tourism development and promotion?”

1987 Proposition – Yes 240, No 186

“On October 1, 1985, the voters of the City of Haines voted to increase the General Sales Tax by 1% in order to establish an annuity to provide payment for the Gorman police officer settlement and secondly, once the annuity was established, to dedicate the funds to tourism development and promotion

As the Gorman annuity has been established, shall the City of Haines retain the 1% Sales Tax which is now being dedicated to tourism development and promotion?”

2001 Proposition – Yes 475, No 266

“Shall the City of Haines change the use of the 1% Sales Tax currently dedicated to tourism development and promotion so that the 1% Sales Tax is used for tourism development and promotion and economic development?”

2005 Proposition #3 (area-wide ballot) – Yes 503, No 474

"Shall Chapter 3.23 and 3.80 of the Haines Borough Code be amended to reform consumer sales tax collection and allocation within the Haines Borough as follows:

1. Adopt and collect one percent (1%) tax on all non-exempt sales areawide to be dedicated to tourism promotion and development and economic development if the current 1% townsite service area-only tax is repealed; and
2. Adopt and collect one and one-half (1½%) on all non-exempt sales areawide to be dedicated to areawide capital projects?”

2005 Proposition #4 (townsite service area ballot only) – Yes 542, No 166

“Shall the Townsite Service Area repeal the current one percent (1%) tax dedicated to tourism promotion and economic development if a new areawide 1% tax is adopted for the same purpose?”

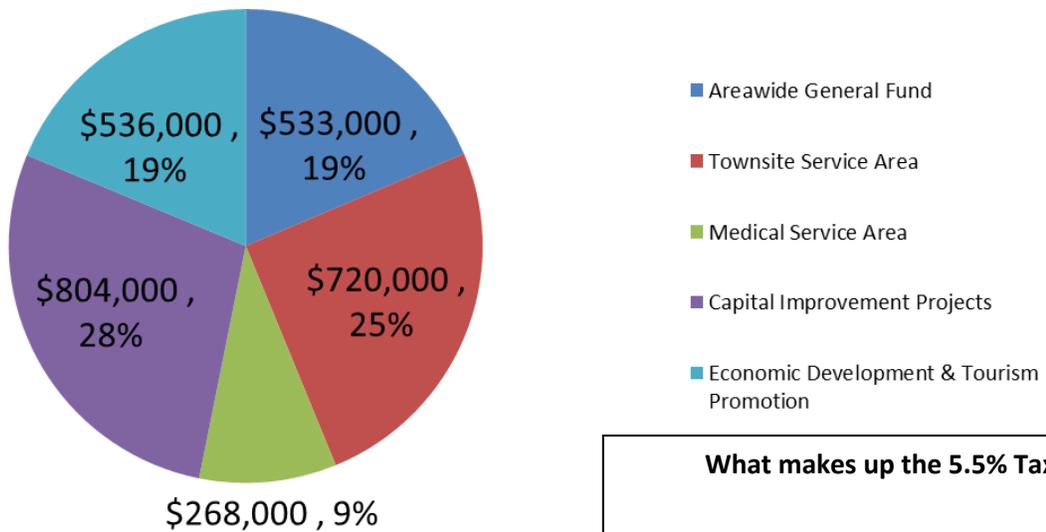
Julie Cozzi, MMC
Borough Clerk



WHERE DO YOUR SALES TAX DOLLARS GO?

Haines Borough sales tax rate is set by the people of Haines. No sales tax can be created without being ratified by the voters. The sales tax is levied on all retail sales made, on all amounts paid as rent, and on all services performed within the borough in the regular course of business. The current rate is 5.5% inside the Townsite and 4% outside the Townsite. Additionally, there is a 4% lodging tax on all stays less than 30 days. Most of the sales tax collected is dedicated for specific use as follows:

Where will the \$2.86 million in FY17 5.5% sales tax go?



What makes up the 5.5% Tax?

	Tax
Economic Development	1.0%
Townsite Service Area	1.5%
Areawide General Fund	1.0%
Medical Service Area	0.5%
Capital Improvement Projects	1.5%
Total	5.5%

Economic Development & Tourism Promotion—A 1% tax supporting the Tourism Promotion Budget as well as other economic development activities in the Borough.

Townsite Service Area — Helps pay for police, public works, and animal control in the Townsite.

Capital Improvement Projects These funds support capital projects for Borough roads and facilities.

Medical Service Area — Primarily supports the Borough’s ambulance service as well as a share of the cost of dispatch. A portion of the funds go towards mental health.

Areawide General Fund — Helps pay for school, library, museum, pool, Chilkat Center, parks, CYD, facility maintenance, hazardous waste disposal & Borough administrative functions.

How much does the 4% lodging tax bring in?

In addition to the \$2.86 million listed above, in FY17 the 4% lodging tax will bring in roughly \$90,000-100,000. The lodging tax revenues are deposited into the Areawide General Fund.

HAINES BOROUGH

Fund 23 1% Sales Tax for Tourism Promotion & Economic Development FY13-FY17

		Revenue	Tourism Promotion	Economic Development	Admin	Transfers	Total Expense & Transfers	Revenue Over /(Under) Expense	Fund Balance	
									\$ 382,289	
Actual	FY13	\$ 494,891	\$ 342,097	\$ 61,306	\$ 25,711	\$ 50,965	1	\$ 480,080	14,812	397,101
Actual	FY14	\$ 493,537	346,199	69,029	28,526	55,880	2	499,636	(6,097)	391,004
Actual	FY15	\$ 525,794	344,660	82,577	29,258	19,253	3	475,751	50,046	441,050
<i>Budgeted</i>	FY16	\$ 503,000	405,227	81,210	40,915	-		527,352	(24,352)	416,698
<i>Budgeted</i>	FY17	\$ 536,000	397,051	71,570	72,811	104,000	4	645,436	(109,432)	307,266

Explanation of Transfers:

- 1 \$43,878 picture pt. grant match, \$7,087 AEA grant match
- 2 \$5,880 grant match, \$50,000 visitor center improvements (CIP)
- 3 \$19,253 picture pt. grant match
- 4 \$15,000 for fuel dock electrical upgrade, \$75,000 toward harbor launch ramp, \$14,000 to PC dock

Charter Article X Taxation

Section 10.01 Taxing Authority

The assembly shall always be the sole taxing authority in the borough.

Section 10.02 Kinds of Taxes

The assembly by ordinance may levy any tax and fee allowed by law to pay for borough services and capital improvements.

Section 10.03 Sales Tax Ratification

All sales tax ordinances shall be subject to ratification of the electorate within the area in which the tax will be in effect.

Section 10.04 Tax Procedures

The assembly by ordinance shall prescribe the procedures for tax assessment, levy, and collection.

The procedures shall provide for assessment of property at full and true value, except as otherwise provided by law, and for notice of assessment, appeal, and judicial review.

Property taxes, with collection charges, penalties, and interest are first liens upon the property.

HBC 3.80.030 Levy of sales tax – Rate.

A. A consumer's sales tax is hereby levied on all retail sales made, on all amounts paid as rent or lease, and on all services performed within the borough in the regular course of business on and after the effective date hereof, except such as hereinafter exempted, to be collected and used for the purposes hereinafter stated.

B. The tax is levied in the amount of four percent of the sale price of all retail sales made, of all rents paid and of the amount paid for services performed in the borough. In addition to the tax levied throughout the borough, a separate tax of one and one-half percent is levied on sales within the townsite service area.

C. If parts of a sale, service, rental or lease or combination thereof (hereinafter referred to as “transaction”) occur separately inside the townsite service area and the borough outside the townsite service area, or occur over a period of time during which two different tax rates apply, the tax shall be the highest rate applicable to any part of the transaction and shall be applied to the price of the entire transaction.

If, however, a part of the transaction is regularly offered on a separate basis by the seller and the seller invoices and prices such various parts of the transaction separately in accordance with the location of the parts of the transaction, or the time of the transaction, then the sales tax rate for that location or the rate in effect at that time shall apply.

A sale of goods is taxable at the combined borough and townsite service area rate if the point of sale, or the place of business, or the point of delivery is within the townsite service area.

HBC 3.80.220 Use of proceeds.

A. Borough-Wide Sales Taxes. Of the proceeds of the four percent sales tax levied throughout the borough under HBC [3.80.030](#), one-half percent shall support the provision of medical services in the authorized area of service, including all areas within the borough except the area south of the southern boundary line of Township 34 south; one percent shall be used for tourism development and promotion and economic development; one and one-half percent shall be dedicated to areawide capital projects; and the remaining one percent shall be used for areawide general municipal purposes.

B. Townsite Service Area Sales Taxes. The proceeds of the one and one-half percent of tax levied and collected within the townsite service area shall be used for general municipal purposes that benefit the townsite service area.