


Haines Borough
Borough Assembly Meeting #271
AGENDA

June 10, 2014 - 6:30 p.m.

Location: Assembly Chambers, Public Safety Bldg.

Stephanie Scott,
Mayor

Dave Berry Jr.,
Assembly Member

Diana Lapham,
Assembly Member

Debra Schnabel,
Assembly Member

Joanne Waterman,
Assembly Member

George Campbell,
Assembly Member

Jerry Lapp,
Assembly Member

David Sosa,
Borough Manager

Julie Cozzi, MMC
Borough Clerk

Krista Kielsmeier
Deputy Clerk

1. **CALL TO ORDER/PLEDGE TO THE FLAG**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA & CONSENT AGENDA**

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

Consent Agenda:

- 4 – Approve Assembly Meeting Minutes
- 8B – Accept Library Report
- 8C – Accept Museum Report
- 9A – Accept TAB Meeting Minutes
- 9B – Accept Museum Board Meeting Minutes
- 11A1 – Adopt Resolution 14-06-567
- 11C1 – Confirm FY15 ad hoc Non-Profit Scoring Committee
- 11C2 – Authorize Winter Recreation Area Letter of Support
- 11C3 – Authorize Letter of Interest to Sponsor Freeride World Tour Event

- *4. **APPROVAL OF MINUTES – 5/27/14 Regular**
5. **PUBLIC COMMENTS** [Any topics not scheduled for public hearing]
6. **MAYOR'S COMMENTS/REPORT**
7. **PUBLIC HEARINGS**

A. Appeal of a Nuisance Abatement Order – Paul A.L. Nelson

On May 5, 2014, the borough issued a nuisance abatement order to Paul Nelson regarding solid waste disposal on his property in Skyline Estates Subdivision. As is his right under HBC 8.12.130, he submitted an appeal of that order and it was determined to be timely-filed. On 5/27, the clerk gave the appeal to the assembly and with the assembly's direction the clerk scheduled this date, time, and place for the hearing.

As is typical for an appeal hearing, it will begin with presentations by Mr. Nelson and the staff, and then proceed with any public testimony since this is a public hearing.

Enforcement of the nuisance notice and order of abatement has been stayed pending final disposition of this appeal. At the hearing, Mr. Nelson may appear in person or by agent or attorney. The mayor as presiding officer of the assembly may administer oaths and compel the attendance of witnesses. Following the hearing, the assembly may, in whole or part, reverse, affirm, or modify the appealed abatement order. Written findings that formalize the reasons for the assembly's decision will be drafted for assembly approval by resolution at the next meeting.

NOTE: Per HBC 8.12.130(E), only those matters or issues specifically raised by the appellant shall be considered at the hearing on the appeal. Mr. Nelson's written appeal raised no issues.

B. Ordinance 14-05-379 – Second Public Hearing

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

The Comprehensive Plan, Objective 15M(4) recommends the borough "support and protect energy production at existing hydro facilities including Lutak Hydro (AP&T). This ordinance allows the manager to negotiate a new rent amount and secure a replacement lease for this hydro facility. This was introduced on 5/13 and had a first public hearing on 5/27. Motion: Adopt Ordinance 14-05-379.

7. PUBLIC HEARINGS ---continued---

- C. **Ordinance 14-05-380** – Second Public Hearing
An Ordinance of the Haines Borough amending Borough Code Title 3 Section 3.24.050 to increase the cap for stock investments for the Permanent Fund from 25% to 50%.
*This amendment was recommended by the finance committee on 3/10/14 and introduced on 5/13. The first public hearing was 5/27. **Motion:** Adopt Ordinance 14-05-380.*
- D. **Ordinance 14-05-381** – First Public Hearing
An Ordinance of the Haines Borough amending Haines Borough Code Title 2 Chapter 2.104 to clarify management of the Chilkat Center for the Performing Arts.
*This ordinance is recommended by the borough manager. It was introduced on 5/27. **Motion:** Advance Ordinance 14-05-381 to a second public hearing on 6/24/14.*
- E. **Ordinance 14-05-382** – First Public Hearing
An Ordinance of the Haines Borough authorizing a new lease of the Chilkat Center with Lynn Canal Broadcasting for the purpose of operating a non-profit, public FM broadcasting facility.
*This ordinance is recommended by the borough manager. It was introduced on 5/27. **Motion:** Advance Ordinance 14-05-382 to a second public hearing on 6/24/14.*
- F. **Ordinance 14-05-383** – First Public Hearing
An Ordinance of the Haines Borough amending Haines Borough Code Title 18, Chapter 18.90 to allow the placement of off-premises business signs on private property.
*This ordinance is recommended by the mayor and the planning & zoning technician to address the issue of off-premises signs in town. This would allow them of a limited size on private property. It was introduced on 5/27. **Motion:** Advance Ordinance 14-05-383 to a second public hearing on 6/24/14.*

8. STAFF/FACILITY REPORTS

- A. **Borough Manager** – 6/10/14 Report
* B. **Haines Public Library** – Staff Report of April 2014
* C. **Sheldon Museum** – Staff Report of May 2014

9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

- * A. **Tourism Advisory Board** – Minutes of 3/20/14
* B. **Museum Board** – Minutes of 4/30/14
C. **Assembly Standing Committee Reports**

10. UNFINISHED BUSINESS

- A. **Ordinance 14-02-370**
An Ordinance of the Haines Borough amending Haines Borough Code Title 3 to remove Haines Senior Assisted Living Inc. Property from the list of community purpose exemptions because it has been determined to be a required exemption under HBC 3.70.030(A)(3).
*This ordinance was introduced on 3/25/14, and public hearings were held on 3/25/14 and 4/22/14. The assembly requested input from the state assessor's office, and adoption of this ordinance was postponed to a future meeting pending receipt of this additional information. The state assessor has issued an opinion. **Motion:** Adopt Ordinance 14-02-370.*

11. NEW BUSINESS

- A. **Resolutions**
- * 1. **Resolution 14-06-567**
A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a contract with Southeast Road Builders, Inc. to provide D-1, Sand, and Pit Run materials to the Borough for 2014-15.
*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-06-567.*
- B. **Ordinances for Introduction** - None

11. NEW BUSINESS ---continued---

C. Other New Business

* 1. **Appoint FY15 ad hoc Non-Profit Scoring Committee**

*The mayor seeks confirmation of the FY15 committee members. A scoring matrix has been developed to assist the committee in reviewing the non-profit funding requests that will soon be solicited. **Motion:** Confirm the appointment of an ad-hoc committee to score applications for FY15 funds received from non-profit entities and to make recommendation for funding levels to the Assembly.*

* 2. **Haines Memorial Recreation Park**

*Jim Stanford plans to seek grant funding the creation of a Haines Memorial Winter Recreation Area within the Alaska Chilkat Bald Eagle Preserve, and he has asked the borough for a letter of support for the grant application. On 4/8/14, the planning commission passed a motion recommending it. **Motion:** Authorize a letter of borough support for a grant application for a winter recreation area in the Eagle Preserve.*

* 3. **Freeride World Tour Hosting**

*Freeride World Tour (FWT) has been an annual event for the last 20 years and is held in various parts of the world. This is their first time holding the event in Alaska and they have chosen Haines as their host community. This is a very exciting opportunity and the Tourism Advisory Board strongly encourages the assembly to consider and support the sponsorship of this event. **Motion:** Authorize the Mayor to write a letter of interest to FWT expressing the borough's willingness to host but with a requirement for additional details prior to any commitment being made.*

4. **Job Description - Community & Economic Development Director**

*This new position was proposed in the FY15 manager's budget. The budget was adopted on 5/27, and it included an annual salary of \$62,000 for this position. Also on 5/27, the assembly adopted a revised organization chart including a new department and reporting structure for community and economic development. Before recruitment can begin for this new department director position, a job description has to be finalized. On 5/13, the assembly referred this to the Personnel Committee. That committee met on 5/21 to review a draft job description provided by the borough manager and recommended revisions. **Motion:** Approve the draft job description for the Community & Economic Development Director position.*

5. **Preliminary Proposal to Explore the Impacts on the Haines Community of Developing the Palmer Deposit**

*The Takshanuk Watershed Council is eager to help the community examine the impacts of the development of the Palmer Deposit in a non-positional, science-based forum. Mayor Scott and Assembly Member Schnabel request assembly concurrence to continue to develop this proposal. **Motion:** Concur with continued development of a proposal for a non-positional, science-based forum to explore the impacts on the Haines Community of developing the Palmer Deposit: social, economic, environmental, and transportation.*

6. **Executive Session – Borough Manager Review of First 60 Days**

Motion: Move into executive session as allowed by AS 44.62.310(c)(2) and Haines Borough Charter Section 18.03 to review the manager's first sixty days; this matter qualifies for executive session because this is a personnel matter and a public discussion may tend to prejudice the character and reputations of those involved; the borough manager is requested to attend.

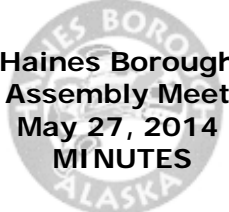
12. CORRESPONDENCE/REQUESTS

13. SET MEETING DATES

14. PUBLIC COMMENTS

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

16. ADJOURNMENT



Haines Borough
Borough Assembly Meeting #270
May 27, 2014
MINUTES

Draft

1. **CALL TO ORDER/PLEDGE TO THE FLAG:** Mayor **SCOTT** 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 Stephanie **SCOTT**, and Assembly Members Jerry **LAPP**, Debra **SCHNABEL**, George **CAMPBELL**, Joanne **WATERMAN**, Dave **BERRY**, and Diana **LAPHAM**.

Staff Present: David **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Carlos **JIMENEZ**/Director of Public Facilities, Bill **MUSSER**/Police Chief, Patty **BROWN**/Library Director, Helen **ALTEN**/Museum Director, and Jila **STUART**/Finance Director.

Visitors Present: Karen **GARCIA**/CVN, Margaret **FRIEDENAUER**/KHNS, Paul **NELSON**, Leslie **ROSS**, Kay **CLEMENTS**, Holly **THOMAS**, Ray **STASKA**, Danny **GONCE**, Bill **MCCORD**, Joe **PARNELL**, and others.

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

The following Items were on the published consent agenda:

Consent Agenda:

- 4 – Approve Assembly Meeting Minutes
- 8B – Museum Report
- 8C – Library Report
- 9A – Library Board Minutes
- 11A1 – Resolution 14-05-563
- 11A2 – Resolution 14-05-564
- 11A3 – Resolution 14-05-565
- 11A4 – Resolution 14-05-566
- 11B1 – Ordinance 14-05-381
- 11B2 – Ordinance 14-05-382
- 11B3 – Ordinance 14-05-383
- 11C1 – Notification of Nelson Abatement Appeal
- 11C3 – Preschool Letter of Support
- 11C4 – Letter to F&G re. Crabbing
- 11C5 – Confirm Tourism Director Hire

Motion: **LAPP** moved to “approve the agenda/consent agenda,” and it was amended to remove 11A2 from consent agenda. The motion, as amended, carried unanimously.

4. **APPROVAL OF MINUTES** – 5/13/14 Regular

5. **PUBLIC COMMENTS** - None

6. **MAYOR’S COMMENTS/REPORT**

Mayor **SCOTT** expressed condolences to the family of former Haines harbormaster Christian Racich who was very seriously injured the previous weekend. She also recounted the Alaska Municipal League board meeting she recently attended. There is currently an anti-municipality climate in the state legislature, and the future of community revenue sharing is of great concern.

7. **PUBLIC HEARINGS**

A. **Ordinance 14-04-373** - Third Public Hearing

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

Note: following the second hearing on 5/13, and with a motion to adopt and an amendment motion both on the table, the assembly postponed the ordinance for a third public hearing on 5/27.

Mayor **SCOTT** opened and closed the public hearing at 6:43pm; there were no public comments.

Assembly debate resumed with the following motions already on the table:

Main Motion: "Adopt Ordinance 14-04-373."

Primary Amendment Motion: "Amend by making the changes proposed in the 5/13 clerk memo except in both 11.52.010(A) & 11.52.030(A) strike the phrase "any action" and replace with "misconduct, fraud, or corruption."

Secondary Amendment Motion #1: **CAMPBELL** moved to "amend the primary amendment by including the additional changes proposed in the 5/27 clerk memo," and the motion carried unanimously.

Secondary Amendment Motion #2: **CAMPBELL** moved to "amend the primary amendment by striking in HBC 11.40.010 *Election Officials* the requirement for the clerk or assistant to visit each polling place on Election Day," and the motion carried 5-1 with **LAPHAM** opposed.

The primary amendment motion, as amended, carried unanimously.

The main motion, as amended, carried unanimously in a roll call vote.

Motion: **CAMPBELL** moved to "direct the manager to establish a written election policy that the clerk or assistant will visit each polling place on Election Day and then bring the policy to the assembly," and the motion carried unanimously.

B. Ordinance 14-04-377 - Second Hearing

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

Mayor **SCOTT** opened the public hearing at 6:54pm.

HIRSH, STASKA, and **ROSS** spoke in support of the Haines Ski Club request for funding for grooming ski trails.

Motion: **WATERMAN** moved to "adopt Ordinance 14-04-377," and the motion carried unanimously in a roll call vote.

Primary Amendment #1: **CAMPBELL** moved to "amend by putting \$4,000 trail CIP funds towards the matching grant to groom ski trails," and the motion **FAILED** unanimously. NOTE: This failed in response to the borough manager's recommendation that this be given to the administration to identify a funding mechanism before bringing back to the assembly on 6/10.

Motion: **CAMPBELL** moved to "direct the manager to investigate a way to develop ski trails," and the motion carried unanimously.

C. Ordinance 14-05-378 – Second Public Hearing

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

Mayor **SCOTT** opened at 7:31pm.

THOMAS expressed concern with the proposal that the mill rates be amended to have the Klehini Valley Volunteer Fire Department pay about 38% share of the dispatch budget.

Hearing no further comment, the mayor closed the public hearing at 7:40pm.

Motion: **LAPP** moved to "adopt Ordinance 14-05-378."

Primary Amendment #1: **LAPP** moved to "approve the amended organization chart drafted by the borough manager," and it carried 5-1 with **CAMPBELL** opposed.

Primary Amendment #2: **CAMPBELL** moved to "remove the Community & Economic Development Director position from the budget," and the motion **FAILED** 2-4 with **SCHNABEL, WATERMAN, LAPHAM,** and **LAPP** opposed.

The main motion, as amended, carried 4-2 in a roll call vote with **CAMPBELL** and **SCHNABEL** opposed.

Motion to Reconsider: **BERRY** moved to "reconsider the motion to adopt Ordinance 14-05-378," and the motion carried. This returned the motion to the table for debate. NOTE: the motion was reconsidered

in response to the mayor observing the manager's recommendation concerning the mill rates had not been considered.

Primary Amendment #1: WATERMAN moved to "accept the manager's recommendation to raise the mill rate for Fire Service Area #3," and the motion FAILED 1-5 with LAPP, BERRY, WATERMAN, LAPHAM, and CAMPBELL opposed.

Primary Amendment #2: SCHNABEL moved to "increase the amount of the *Community Chest* from \$32K to \$42K," and it died for lack of second.

The main motion carried a second time 4-2 in a roll call vote with CAMPBELL and SCHNABEL opposed, and Ordinance 14-05-378 was adopted.

D. Ordinance 14-05-379

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

Mayor SCOTT opened the public hearing at 8:20pm.

GONCE said the agenda bill accurately summarized it, and he offered to answer questions.

Hearing no further comments, the mayor closed the public hearing at 8:21pm.

Motion: LAPP moved to "advance Ordinance 14-05-379 to a second public hearing on 6/10/14," and the motion carried unanimously.

E. Ordinance 14-05-380

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

Mayor SCOTT opened and closed the public hearing at 8:23pm; there were no public comments.

Motion: BERRY moved to "advance Ordinance 14-05-380 to a second public hearing on 6/10/14," and the motion carried unanimously.

8. STAFF/FACILITY REPORTS

A. Borough Manager – 5/27/14 Report

SOSA summarized his written report and entertained questions about the cruise visitor shuttle, the Aspen Hotel development, quality of life, and the museum store.

*B. Sheldon Museum – Staff Report of April 2014

*C. Public Library – Staff Report of April 2014

9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

*A. Library Board – Minutes of 3/19/14

B. Assembly Standing Committee Reports

WATERMAN reported the Personnel Committee reviewed the draft job description for the Community & Economic Development Director position and made suggestions for amendments. She strongly encourages a committee of the whole meeting in the future to discuss goals for this new position.

10. UNFINISHED BUSINESS – None

11. NEW BUSINESS

A. Resolutions

*1. **Resolution 14-05-563**

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with MRV Architects for an amount not-to-exceed \$15,435 for Haines Borough Administration Building Roof Renovation Design.

The motion adopted by approval of the consent agenda: "adopt Resolution 14-05-563."

2. **Resolution 14-05-564**

A Resolution of the Haines Borough Assembly accepting a grant offer entitled Asbestos Cement Pipe Replacement (MMG #39542) of up to \$551,250 from the State of Alaska, Department of Environmental Conservation.

There were no public comments.

Motion: LAPP moved to "adopt Resolution 14-05-564," and the motion carried unanimously.

*3. **Resolution 14-05-565**

A Resolution of the Haines Borough Assembly approving certain unincorporated communities and their respective nonprofit entity for participation in the FY15 Community Revenue Sharing Program.

The motion adopted by approval of the consent agenda: "adopt Resolution 14-05-565."

*4. **Resolution 14-05-566**

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with Carson Dorn, Inc. for an amount not-to-exceed \$35,700 for Piedad Springs Water Treatment Design.

The motion adopted by approval of the consent agenda: "adopt Resolution 14-05-566."

B. Ordinances for Introduction

*1. **Ordinance 14-05-381**

An Ordinance of the Haines Borough amending Haines Borough Code Title 2 Chapter 2.104 to clarify management of the Chilkat Center for the Performing Arts.

The motion adopted by approval of the consent agenda: "introduce Ordinance 14-05-381 and set a first public hearing for 6/10/14."

*2. **Ordinance 14-05-382**

An Ordinance of the Haines Borough authorizing a new lease of the Chilkat Center with Lynn Canal Broadcasting for the purpose of operating a non-profit, public FM broadcasting facility.

The motion adopted by approval of the consent agenda: "introduce Ordinance 14-05-382 and set a first public hearing for 6/10/14."

*3. **Ordinance 14-05-383**

An Ordinance of the Haines Borough authorizing a new lease of the Chilkat Center with Lynn Canal Broadcasting for the purpose of operating a non-profit, public FM broadcasting facility.

The motion adopted by approval of the consent agenda: "introduce Ordinance 14-05-383 and set a first public hearing for 6/10/14."

C. Other New Business

*1. **Appeal of Nuisance Abatement Order**

Note: the borough issued a Title 8 abatement order to Paul Nelson. He appealed in writing, and the clerk determined it to be filed timely. Per 8.12.130, the clerk presented this appeal to the assembly and sought assembly direction to schedule the appeal hearing. There was no other action on the appeal to be taken at that time

The motion adopted by approval of the consent agenda: "accept the appeal as timely-filed and direct the borough clerk to schedule a date, time, and place for the hearing by the assembly, such date to be no later than July 13, 2014 (60 days from date of appeal)."

2. **Municipal (Muni-Plex) Building** - Discussion

Note: this discussion was requested on 5/13/14 by Assembly Member Waterman.

Following discussion about the desire to not lose momentum with the McCool Carlson Green study of the Public Safety Building and the need to examine the borough facility critical needs and determine priorities, the assembly agreed to schedule a committee of the whole meeting for this purpose. The manager will bring a prioritized list to that meeting.

*** 3. Chilkat Valley Preschool Request for Letter of Support**

Note: the Chilkat Valley Preschool plans to seek grant funding and has requested a general letter of support from the borough.

The motion adopted by approval of the consent agenda: "authorize a letter of borough support be drafted and given to Chilkat Valley Preschool for use in applying for grant funding."

*** 4. ADF&G Letter re. Crabbing in Upper Lynn Canal**

Note: on 5/13/14, the mayor offered to draft a letter to ADF&G expressing the assembly's concerns about the management of the crab fishery in the Upper Lynn Canal. She sought assembly approval of the letter.

The motion adopted by approval of the consent agenda: "approve the letter to ADF&G as drafted regarding crab resource management in the Upper Lynn Canal."

*** 5. Confirmation of Tourism Director Hire**

Note: this is a department head position hired by the manager but it must be confirmed by the assembly.

The motion adopted by approval of the consent agenda: "confirm the borough manager's decision to hire Leslie Ross as Tourism Director."

6. Executive Session – Update on Administrative Appeal of Temporary Heliport CUP

Motion: LAPP moved to "go into executive session as allowed by AS 44.62.310(c)(2) and Haines Borough Charter Section 18.03 to discuss litigation strategies with the borough attorney regarding an administrative appeal of an assembly decision to issue a temporary conditional use permit to Big Salmon Ventures; this matter qualifies for executive session as attorney-client privilege; the borough manager and borough attorney are requested to attend." The motion carried unanimously.

Present: Mayor Scott; Assembly Members Lapp, Waterman, Lapham, Berry, Schnabel, and Campbell; Borough Manager Dave Sosa, and Borough Attorney Brooks Chandler (via teleconference). The executive session convened at 8:56pm and ended at 9:17pm.

No action was taken following the executive session.

12. CORRESPONDENCE/REQUESTS - None

13. SET MEETING DATES

A. Committee of the Whole – August 5, 2014, 5:30pm – Topic: Discuss Municipal (Muni-Plex) Building and facility priorities.

14. PUBLIC COMMENTS - None

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

SCHNABEL inquired about how the voting for amendment motions is recorded in the action-only minutes. The clerk explained and will look at the option of including more information.

16. ADJOURNMENT – 9:23pm

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

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-473

Assembly Meeting Date: 6/10/14

Business Item Description:	Attachments:
Subject: Nelson Appeal of Nuisance Abatement Order	1. Mr. Nelson's Appeal Letter 2. HBC Chapters 8.08 and 8.12 3. 2014 Communication 4. 2013 Communication 5. Photos taken May 2014
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 5/14/2014	

Full Title/Motion:
Following the hearing, the assembly may, in whole or part, reverse, affirm, or modify the appealed abatement order.

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

Fiscal Impact:

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

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

Summary Statement:
On 5/5/14, the borough issued a nuisance abatement order to Paul Nelson regarding solid waste disposal on his property in Skyline Estates Subdivision. As is his right under HBC 8.12.130, he submitted an appeal of that order and it was determined to be timely-filed. Mr. Nelson has been dumping broken glass as fill on his property for some time and the borough received complaints from residents due to overspill on adjacent property, glass on the road, and foul smells coming from the fill. His contention is that he is using glass as "fill" and that it will be capped. As is typical for an appeal hearing, it will begin with presentations by Mr. Nelson and the staff, and then proceed with any public testimony since this is a public hearing. Enforcement of the nuisance notice and order of abatement has been stayed pending final disposition of this appeal.
NOTE: Per HBC 8.12.130(E), only those matters or issues specifically raised by the appellant shall be considered at the hearing on the appeal. Mr. Nelson's written appeal raised no issues.

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

Assembly Action:
Meeting Date(s): 6/10/14 Public Hearing Date(s): 6/10/14
Postponed to Date:

Paul A. L. Nelson
P. O. Box 858
Haines, Alaska 99827
907-766-2458 (days)
907-303-0130 (cell)

RECEIVED Haines Borough
MAY 14 2014
Clerk's

May 14, 2014

Haines Borough
Julie Cozzi, Haines Borough Clerk
P. O. Box 1209
Haines, Alaska
99827

RE: Appeal to the Assembly as per HBC 8.12.130

Dear Julie,

I am filing this Notice of Appeal to the Assembly to Appeal the allegations of violation of the following Haines Borough Codes (HBC):

HBC 8.08 Littering, 8.08.020(E), 8.08.010, 8.12, and 8.12.020(B)

This Notice of Appeal to the Assembly is timely. The notice of the alleged violations of HBC from the Haines Borough to me is dated May 1, 2014.

Please contact me if any further action or information is needed from me to begin the Appeal process.

Sincerely,

Paul A. L. Nelson

HAND DELIVERED TO THE HAINES BOROUGH CLERK on 5/14/2014

cc: file

Chapter 8.08 LITTERING

Sections:

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

8.08.010 Definitions.

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

“Abate” means to clean up.

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

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

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

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

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

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

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

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

8.08.020 Litter unlawful.

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

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

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

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

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

8.08.030 Notice to abate – Removal by borough.

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

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

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

8.08.040 Refuse container standards.

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

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

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

8.08.050 Compliance – Enforcement.

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

Chapter 8.12 NUISANCES

Sections:

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

8.12.010 Definitions.

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

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

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

8.12.020 Certain conditions declared nuisances.

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

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

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

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

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

L. To cause the emission of noxious fumes.

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

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

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

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

8.12.030 Hazardous building or structure prohibited.

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

8.12.040 Hazardous building or structure – Condemnation authority.

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

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

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

8.12.060 Abatement official.

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

8.12.070 Notice and order to abate.

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

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

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

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

D. The notice and order shall contain:

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

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

8.12.080 Service of notice.

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

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

4. The person in possession of the property.

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

8.12.090 Method of service.

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

8.12.100 Proof of service.

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

8.12.110 Abatement by borough.

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

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

8.12.120 Method of abatement.

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

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

8.12.130 Appeal to assembly.

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

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

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

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

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

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

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

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

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

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

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

8.12.140 Enforcement.

A. Generally. After an order of the abatement official or assembly becomes final, a person to whom such order is directed who fails, neglects, or refuses to obey such order shall be subject to punishment in accordance with HBC [1.24.010](#).

B. Failure to Obey Order. If, after any order of the abatement officer or assembly has become final, any person to whom such order is directed fails, neglects, or refuses to obey such order, the abatement official may:

1. Cause such person to be prosecuted under subsection (A) of this section;
2. Institute any appropriate action to abate such public nuisance; or
3. Take both of the actions specified in subsections (B)(1) and (2) of this section.

8.12.150 Recovery of costs.

A. The abatement official shall keep an accounting of the costs, including incidental expenses, of abating each public nuisance, and shall render an itemized written report to the assembly showing the costs and manner of abatement of each public nuisance, including any salvage value relating thereto.

B. Upon the completion of the abatement work, the abatement official shall prepare and file with the clerk a report specifying the work done, itemizing the total cost of the work, and identifying the property affected by the public nuisance and the names and addresses of the persons entitled to notice pursuant to HBC [8.12.080](#). Before the report is submitted to the assembly, a copy of a report shall be posted for at least five days upon the affected premises, together with a notice of the time when the report shall be heard by the assembly.

C. The costs may be recovered by the borough in a civil action or the borough may assess such costs against each and every separate property affected by the abatement as a tax, which tax shall then be collected as other taxes are collected.

D. All moneys recovered for the costs of abatement shall be paid into the general fund.



HAINES BOROUGH, ALASKA
P.O. BOX 1209
HAINES, AK 99827
(907) 766-2231 FAX (907) 766-2716

May 1, 2014

Certified Mail

Paul Nelson
PO Box 858
Haines, AK 99827

Re: Solid Waste Disposal on Private Property
C-SKY-0B-1700; Lot 17, Block B, Skyline Estates Subdivision

Dear Mr. Nelson:

The Haines Borough has received several complaints that you were dumping broken glass as fill on the above-listed property, which is in a single residential zone within the townsite service area. In addition, the complaints indicate that there is a solid waste odor coming from your property. In response to address the concerns from public, the Borough staff investigated the site. Below are the findings:

- This condition is in a violation of Haines Borough code (HBC) 8.08 Littering:
 - According to HBC 8.08.020(E), *"It is unlawful for any person to deposit any litter on private property, whether owned by the person or not"*;
 - HBC 8.08.010 defines *"litter" means garbage, refuse, rubbish and all other waste material which, if thrown or deposited as prohibited in this chapter, tend to create a danger or nuisance to public health, safety, and welfare;*
 - HBC 8.08.010 also defines *"rubbish" includes waste paper, cardboard, wood, tin cans, glass, bottles, yard rakings, tree limbs, bedding, metals, trash, sweepings, and all similar substances.*
- This issue would be considered a nuisance, as per HBC 8.12 Nuisances:
 - According to HBC 8.12.020(B), *"It shall be unlawful for any person to annoy, injure or endanger the safety, health, comfort, or repose of the public"*.
- This condition is also in a violation of State of Alaska Solid Waste Regulations:
 - According to State of Alaska Solid Waste Regulation 18 AAC 60.007(c), *"a person may not place solid waste on the land until the person has submitted a proposal to the department and that proposal has been approved"*;
 - You appear to be using broken glass as fill on the above-listed property without prior authorization from Alaska Department of Environmental Conservation (ADEC).

Based on the findings, you **must** cease dumping unpermitted material to the site and correct those violations **immediately** as one of the followings:

- Remove the unpermitted material specifically glass and other rubbish that had been dumped on the site; or
- You may appeal this notice to the assembly by filing with the clerk, an appeal in writing in accordance with the appeal procedure provided under HBC 8.12.130 within 15 days from the date of this notice, or
- If you wish to apply and qualify for ADEC's approval to use crushed glass as fill under 18.AAC 60.007(c) you must provide ADEC with a written detailed description of your plan and include construction drawing of your project; otherwise, you are required to remove them from the site. If you have questions regarding this matter, please feel free to contact ADEC Municipal Landfill Specialist Ms. Sandra Woods at (907) 465-5318.

These matters need your immediate attention. You are required to take the required responsive action within 10 days of receipt of the notice. If no response is received by May 12, 2014, the Borough may take such action as the official deems necessary to correct or abate the violation. According to HBC 8.08.030(C), the cost of such action taken by the Borough official, including process fees and incidental administrative costs, shall be charged to the responsible party and shall be due and payable within 30 days of the completion of the action, within interest accruing at a rate of 12 percent per year, until paid in full.

Thank you very much for your attention to this matter. Please contact the Borough if you have any questions.

Sincerely,



Tracy Cui
Haines Borough Planning & Zoning Technician III

Cc: David Sosa, Manager, Haines Borough
Julie Cozzi, Clerk, Haines Borough
Carlos Jimenez, Director of Public Facilities, Haines Borough
Douglas Buteyn, Northern Solid Waste Program Coordinator
Sandra Woods, Municipal Landfill Specialist

Paul A. L. Nelson
P. O. Box 858
Haines, Alaska 99827
907-766-2458 (days)
907-303-130 (cell)

0130

May 2, 2014

Haines Borough
David Sosa, Manager, Haines Borough
P. O. Box 1209
Haines, Alaska
99827

Dear Mr. Sosa,

I am writing this to respond to a letter I received from Tracy Cui on May 1, 2014. (letter attached)

The letter I received from Tracy Cui (attached) alleges that I am in violation of Haines Borough Code (HBC) 8.08, HBC 8.08.010, 020 (E), et al, and in violation of State of Alaska Solid Waste Regulations 18 AAC 60.007©.

I wish to apologize if I have violated any HBC or State of Alaska Regulations or Statutes and ask that you consider the following:

In 2013 I applied for and received a building permit to build a home on Lot 17, Block B, Skyline Estates Subdivision. The Lot was unimproved and required clearing and filling of low areas.

I own and operate Acme Transfer Co. Inc., a small local company that is actively involved in recycling. One of the materials Acme is recycling (at no charge to the people of Haines) is glass. Clean glass is deposited at Acme's transfer station at 987 Haines Highway, where it is crushed and stored for use as fill, as per: 18AAC 60.005(c) (5)

Acme has been recycling glass for over 10 years with no complaints prior to the summer of 2013.

In the summer of 2013, while clearing and filing my house site I used crushed glass from Acme Transfer's recycling facility. The crushed glass was used for sub grade fill, i.e., once the construction project is complete no crushed glass will be visible or on top of the ground. No glass or fill material has been hauled to my building site since last year (2013).

Someone objected to the use of crushed glass as sub grade fill in my building site. I was contacted in 2013 by the State of Alaska Dept. of Environmental Conservation (DEC). DEC visited Acme Transfer Co. Inc. and my building site in 2013 and the last letter I received from DEC is attached. The last DEC letter I received (attached) clearly states at:

“1. Glass can be processed to meet industry standards for crushed glass.
.....
..... No permit from the Department is required for re-use of crushed glass.”

(Highlight added)

Today, I am somewhat confused, because, I have not hauled any fill material to my building site since last year (2013) and there is no “odor” coming from the crushed glass that is being used as sub grade fill.

The last letter I received from DEC in 2013 (attached) states “No permit from the Department is required for re-use of crushed glass”.

Then on May 1st, Tracy Cui called me and asked me to come to the Haines Borough Office to meet with her, which I did and she handed me her attached letter, dated May 1st, 2014. The letter is confusing for several reasons.

I am scheduled to be in Homer on May 5th, 2014, for a commercial fishing venture. Because of this prior commitment, I ask that the Haines Borough not take any further action that is threatened in the May 1st letter from Tracy Cui.

I request that the Haines Borough not oppose the use of recycled materials. My house site is under construction and it will be cleaned as soon


as possible. Further more, the house site will be kept clean and will comply with all HBC and State regulations and Statutes.

I will return to Haines on or about May 12, 2014. I ask that you accept this letter as response to the letter of Tracy Cui and that the matter is closed.

If I have improperly recycled material in the Haines Borough, I ask that we meet and discuss the issue before it is forced into an appeal process before the Honorable Assembly.

Thank you for your time and consideration of this matter.

Sincerely,


Paul A. L. Nelson
Haines Resident

cc: Tracy Cui via Certified Mail
George Campbell



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

OFFICE OF THE COMMISSIONER

Post Office Box 111800
410 Willoughby Avenue, Suite 303
Juneau, Alaska 99811-1800
Main: 907.465.5066
Fax: 907.465.5070
13.162

July 31, 2013

Paul A. L. Nelson
P.O. Box 858
Haines, AK 99827

Dear Mr. Nelson:

Governor Sean Parnell's office asked me to respond to your June 28, 2013 letter regarding the use of glass as fill on your property and the Department of Environmental Conservation's requirements related to this activity.

The Department supports recycling in Alaska's communities for good reasons: a portion of the waste destined for the landfill is diverted, companies can save money by recycling material, carbon footprints are reduced, and new businesses are developed locally that rely on recycled material. We appreciate the efforts you have put into recycling over the years; it is a genuine service to your community.

I assure you the Department's Solid Waste staff are ready to assist you in your recycling endeavors and to be in compliance with standards in place to protect human health and the environment. There are three options available to you for processing/disposing of recycled glass:

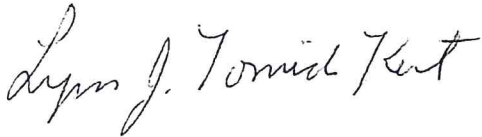
1. Glass can be processed to meet industry standards for crushed glass. I understand how there might be confusion about what constitutes "crushed" glass since the regulations do not define the term. The Department has consistently relied upon the industry standards (previously provided to you) when interpreting this regulation that provides a permit exemption. No permit from the Department is required for re-use of crushed glass.
2. Glass can be shipped to a major recycling plant for processing. No permit from the Department is necessary for this option.
3. Glass can be used as 'solid waste used as fill'. This option requires a proposal be submitted to, and approved by, the Department. Again, staff will be happy to assist you in completing the necessary requirements to qualify for authorization under 18 AAC 60.007. Note that there may be more stringent Borough requirements that could preclude this option in some areas.

You also mentioned concern about the Community Waste Solutions (aka, Haines Sanitation) landfill. Department staff are aware of the issues at that facility and are working closely with them to bring them into compliance with solid waste regulations. Thank you for bringing this to our attention.

Thank you also for your past efforts to reduce the volume of waste that would otherwise go to the landfill. I hope you will find that one or a combination of the options identified will help you to continue to reduce

waste in the Haines area. Please contact the Department's Solid Waste Program Manager, Bob Blankenburg, at 907-269-7690, or via email, bob.blankenburg@alaska.gov for additional assistance.

Sincerely,

A handwritten signature in cursive script that reads "Lynn J. Tomich Kent".

Lynn J. Tomich Kent
Deputy Commissioner

cc: Governor Sean Parnell
Representative J. Kreiss-Thompkins
Mayor Stephanie Scott, Haines Borough



HAINES BOROUGH, ALASKA
P.O. BOX 1209
HAINES, AK 99827
(907) 766-2231 FAX (907) 766-2716

May 5, 2014

Paul Nelson
PO Box 858
Haines, AK 99827

Via Email: paul.bigfoot@gmail.com

Re: Solid Waste Disposal on Private Property
C-SKY-0B-1700; Lot 17, Block B, Skyline Estates Subdivision

Dear Mr. Nelson:

At your request I have reviewed the letter you wrote to the Borough Manager dated May 2, 2014. Thanks for your prompt response on this matter. Additionally, I have had discussions with the Borough Manager, the Director of Public Facilities, and the State representatives. We have determined your deposits of material on the above-listed property to be in violation of Haines Borough code and State of Alaska Regulations.

Please comply with the letter sent to you on May 1, 2014 requiring correction of the violations as one of the followings:

- Remove the unpermitted material specifically glass and other rubbish that had been dumped on the site; or
- You may appeal this notice to the assembly by filing with the clerk, an appeal in writing in accordance with the appeal procedure provided under HBC 8.12.130 within 15 days from the date of this notice, or
- If you wish to apply and qualify for ADEC's approval to use crushed glass as fill under 18.AAC 60.007(c) you must provide ADEC with a written detailed description of your plan and include construction drawing of your project; otherwise, you are required to remove them from the site. If you have questions regarding this matter, please feel free to contact ADEC Municipal Landfill Specialist Ms. Sandra Woods at (907) 465-5318.

Additionally, you must cease dumping unpermitted material to the site and you are required to take one of the above-listed options by May 12, 2014. This is the final decision.

Please contact the Borough if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tracy Cui', with a stylized flourish at the end.

Tracy Cui
Haines Borough Planning & Zoning Technician III

Cc: David Sosa, Manager, Haines Borough
Julie Cozzi, Clerk, Haines Borough
Carlos Jimenez, Director of Public Facilities, Haines Borough
Douglas Buteyn, Northern Solid Waste Program Coordinator
Sandra Woods, Municipal Landfill Specialist

Paul A. L. Nelson
P. O. Box 858
Haines, Alaska 99827
907-766-2458 (days)
907-303-0130 (cell)

May 13, 2014

Haines Borough
David Sosa, Manager, Haines Borough
P. O. Box 1209
Haines, Alaska
99827

RE: Solid waste disposal on Private and Public property.

Dear Mr. Sosa,

In a brief inspection (the inspection took less than one hour) of the Haines Borough (HB) town site on May 11, 2014, I saw and documented 78 (seventy eight) locations in the HB town site that are in violation of the following Haines Borough Codes (HBC):

HBC 8.08 Littering.

Including, but not limited to;

HBC 8.08.020(E), and

HBC 8.08.010, and

HBC 8.12 Nuisances:

Including, but not limited to;

HBC 8.12.020(B)

My brief inspection of the HB town site also found violations of Alaska Solid Waste Regulations: 18 AAC 60.007 (c) .

The list of the first 78 (seventy eight) locations that I have documented is attached.

This hand delivered letter to you, Manager David Sosa, is formal notice of my complaint of the violation of HBC and Alaska Administrative Codes (AAC) on these 78 (seventy eight) locations in the Haines Borough. I will continue to identify other sites in the Haines Borough that are in violation of

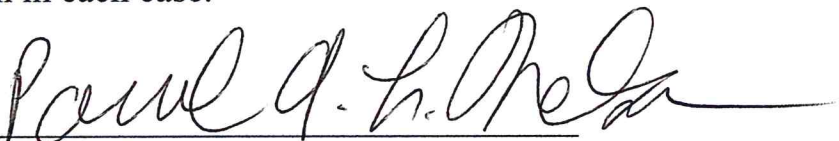
the above listed HBC and AAC. The next list of additional locations in the Haines Borough that are in violation of HBC and AAC will be presented to you within 48 hours.

Please be advised that this complaint must be investigated. The violations of the HBC and AAC must be enforced by the Haines Borough. I will assist the Haines Borough investigative team locate and identify each site if needed.

If this complaint is not investigated and enforced by the Haines Borough in the same manner and with the same timing that the allegations made against me on my private property, specifically, C-SKY-OB-1700, Lot 17, Block B, Skyline Estates Subdivision, is being prosecuted by the Haines Borough, I will proceed with legal action and file suit against the Haines Borough for Discrimination, Harassment, Violation of U. S. Constitutional rights and Violation of Alaska Constitutional rights, Article I, Section 22, et al.

Please advise me of the status of every investigation and the enforcement action taken by the Haines Borough in each case.

Sincerely,


Paul A. L. Nelson
Haines Resident

Attachment

cc: Office of the Governor of the State of Alaska
Dept. of Environmental Conservation, Commissioners Office
Environmental Protection Agency, Seattle Office
American Civil Liberties Union
Chilkat Valley News
Juneau Empire
Mayor Scott
Members of the Haines Borough Assembly

FIRST LIST, PRESENTED TO MANAGER SOSA ON May 13, 2014

PROPERTY LOCATIONS IN THE HAINES BOROUGH TOWN SITE IN VIOLATION OF HBC AND AAC

PROPERTIES OWNED AND OPERATED BY THE HAINES BOROUGH:

1. Haines Borough Police Station. 3rd Ave. and Haines Highway.
2. Waste water treatment facility. Fairgrounds entrance road.
3. Haines High School. Haines Highway.
4. Haines Borough Maintenance shop. Union Street.
5. Haines small boat harbor.

OTHER PROPERTIES IN VIOLATION OF HBC AND AAC:

6. Lot behind Quick Shop and Liquor store. ½ mile Haines Highway.
7. Right hand side of Major Road (heading into Heinmillers pit) 1st empty lot.
8. Heinmillers pit, left side. Major road.
9. Heinmillers pit, right side. Major road.
10. Chilkoot Indian Association shop. Fairgrounds entrance road.
11. Radio Shack store. Main Street.
12. Chilkat Valley Baptist Church. West end of Main Street
13. House #26 6th Avenue.
14. Chilkat Valley Resturant. 5th Avenue.
15. Empty Lot across the street from Chilkat Valley Resturant toward Union St.
16. Former Elks Club. Main St.
17. House on Dalton St. between 4th and 5th Avenue.
18. Brouillettes house at 4th and Dalton St.
19. 3rd and Dalton St.
20. Alaska Power and Telephone. 3rd and Dalton St.
21. Veterans Center. 3rd and Dalton.
22. Canal Marine. Front St. and Main St.
23. #123 Front St.
24. #122 Front St.
25. Raven House. Front St.
26. Across Front St. from Raven House. (Beach side)

27. Across Front St. from #219 Front St.
28. Beach side of Front St. past Raven House.
29. Second Avenue Service. Second Avenue and View St.
30. #404 View St.
31. 4th Avenue Trailer park contains at least 9 (nine) violations.
32. thru 41. “ “ “ “ “ “ “ “
42. #117 4th Avenue is the site of a Hazardous Material Spill.
43. 3rd and View St.
44. 3rd and View St.
45. 1st house on left of Young Road. Formerly John Schnabels.
46. Erwin Hertz house. Young Road
47. Lemmy Spradlin house. Young Road
48. Doris Bell house. Young Road.
49. John Wiggins house. Young Road.
50. Empty lot to the left of John Wiggins house. Young Road.
51. House at Young road and upper access to Skyline Road.
52. John Nowack house. Skyline Road.
53. Fontenot shop with wind generator. Skyline Road.
54. Bells Store. Second Avenue.
55. Haislers Parking lot. 3rd Avenue.
56. thru 78. There are at least 23 (twenty three) violations on Deshu Drive.

The next complaint and report of locations in violation of HBC and AAC will be submitted in 48 (forty eight) hours.



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

DIVISION OF ENVIRONMENTAL HEALTH
Solid Waste Program

610 University Avenue
Fairbanks, Alaska 99709-3643
Main: 907.451.2108
fax: 907.451.2188

May 16, 2014

Certified Mail #7011 1570 0001 1561 8271
Return Receipt Requested

Paul Nelson
P.O. Box 858
Haines, AK 99827

Re: Broken Glass Used as Fill, Lot 17, Block B, Skyline Estates Subdivision, Haines, Alaska

Dear Mr. Nelson:

This letter is a follow-up to our several telephone conversations over the past few days regarding your use of broken glass on the above-referenced property. I enjoyed talking with you and recognize that you are genuinely interested in providing glass recycling to the residents of Haines. I understand from your explanation that your recycling plan includes using the glass as fill material. I also believe that you fully understand that to properly use glass as a fill material, you must first crush the glass to meet the industry standard for crushed glass. As we discussed, and as I believe you understand, glass crushed to industry standard is a material that looks like a fine gravel comprised of rounded glass fragments with no sharp edges.

As we also discussed, the glass you are using as fill on the referenced property has not been crushed to industry standard and is better described as "broken glass" because of the large angular shards and the sharp edges that pose a hazard to anyone handling the glass. Whereas glass crushed to industry standards is exempt from the State's solid waste regulations, broken glass is subject to those regulations and may not be used as fill without prior authorization from the Solid Waste Program. Since we have not authorized your current project, you are out of compliance with the State regulations and must take action to come into compliance.

The most obvious action you could take is to remove the broken glass from your property. But, as we discussed, the other option you have is to obtain the required authorization for your project from the Solid Waste Program. Based on your description, your project seems to meet the applicable regulatory criteria and, because your goal is to entirely enclose the broken glass within the concrete foundation of your house, the glass will not be accessible to anyone and will not be a risk to the public.

But the State is not the only entity with regulatory authority over your project. As we discussed, your use of broken glass also violates local ordinances and the Solid Waste Program is not willing to issue you an approval until and unless the Haines Borough approves your project. As you explained to me, the Haines Borough has indicated it will not approve your project and have given you the option of either removing the broken glass from your property or filing an appeal with the Borough Assembly. My understanding is that you will be filing the appeal and hoping to obtain a waiver from local ordinance for your project.

In the meantime, please understand that until and unless your appeal is granted, the Solid Waste Program cannot authorize the use of broken glass on your property because we will not authorize you to do something that violates local ordinance. If the Borough Assembly refuses your appeal, then your only option for compliance with both State regulation and local ordinance will be to remove the broken glass from your property. If your appeal is granted and the Haines Borough thereby agrees to your project, you must submit for Solid Waste Program review a proposal for using broken glass as fill in accordance with the requirements of 18 AAC 60.007(c).¹ We will review your proposal and, as long as the project meets the requirements stipulated in 18 AAC 60.007(d), we can issue you the required authorization.

In closing, and to repeat what I said in our telephone conversations, I very much encourage you to purchase a glass crusher so that you can crush your glass to industry standards. I know you don't want to do that until the Haines Borough formally adopts a solid waste management plan but, since you run a waste management business, you may be more in need of a solid waste management plan than is the Haines Borough. Properly crushed glass is exempt from the State's regulations and can generally be substituted where sand or gravel is normally used. Therefore, having a glass crusher would greatly increase your ability to achieve your goal for recycling glass by opening up new opportunities for its use in the Haines area.

Thank you for taking the time to speak with me by telephone and for your willingness to comply with State regulations and local ordinances. If you need or want any help in finding information about glass crushers, please let me know. Also let me know if you have any questions about this letter. You can reach me by telephone at 907-451-2135 or by email at doug.buteyn@alaska.gov.

Sincerely,



Douglas Buteyn
Northern/Southeastern Regional Program Manager
Solid Waste Program

cc: David Sousa, Manager, Haines Borough
Tracy Cui, Haines Borough Dept. of Planning & Zoning
Sandi Woods, ADEC Solid Waste Program, Juneau

¹ As we discussed on the telephone, you can submit your proposal at any time, but we will not review the proposal until and unless the Borough Assembly rules in your favor on your appeal.

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

May 20, 2014

David Sosa, Haines Borough Manager
Stephanie Scott, Haines borough Mayor
Haines Borough Assembly Members
Haines Borough Planning Commission

*Clerk's Note:
These are available in
my office for viewing and
will also be at the
hearing on 6/10/14.*

Subject: Skyline Estates Subdivision, BLK B Lot 17, Owner Paul Nelson

Enclosed please find 20 photographs of the above mentioned lot dating from May 3, 2013 through May 5, 2014.

They have been dated on the back, annotated with a jpg number, and followed with a brief description. The dumping of this garbage was consistent in its contents of:

- glass, whole glass bottles
- various plastic including but not limited to used quart oil bottles, bags, bottle caps, buckets
- porcelain and ceramics
- tin cans
- aluminum cans
- metals

Also note that the last photograph dated 5-5-14 depicts what appears to be Mr. Nelson's approach to his required cleanup of this site.

Thank you for your continued attention to this most serious matter.

Respectfully,



John Nowak
P.O. Box 1148
Haines, AK 99827

Enclosures: 20 annotated photos



Haines Borough Administration
David B. Sosa, Borough Manager
(907)766-2231 • Fax(907)766-2716
dsosa@haines.ak.us

May 20, 2014

Mr. Paul Nelson
PO Box 858
Haines, AK 99827

Re: Mr. Nelson's Complaint of 13 May 2014

Mr. Nelson,

I have reviewed your letter and complaint, involving the 78 violations of littering in the Borough and thank you again for bringing these items to our attention. On 15 May 20, 2014 I met with Police Chief Bill Musser, Director of Facilities Mr. Carlos Jimenez, and our Borough Planner Ms. Xi Cui. The purpose of that meeting was to develop a plan to assess the properties mentioned in order to address the complaints. A key concern raised by Chief Musser was a need for more specificity. Chief Musser noted the following in an e-mail to me date time group (dtg) 05-15-2015 11:28 AM:

"Mr. Nelson has not provided any specificity in regard to what he is seeing as litter at the 78 locations he has listed. I have made an initial sweep of the areas near the public safety building and see some obvious issues, but, I would like to know if the public safety building complaint is related to the wood stored on site that is being salvaged at this time. Mr. Nelson has not clearly identified the type of litter at issue at the sites he has listed. In the complaint from the Borough to Mr. Nelson regarding his litter, the notice he received included the specifics of the type of litter in question regarding his situation. From an enforcement perspective a complainant does need to provide necessary information specific to the allegation. Mr. Nelson's initial complaint is vague and too general at this time.

The Borough Administration is committed to addressing issues related to violations of code and would like to see your complaints addressed. Please provide the information requested by Chief Musser and we will continue action on this item.

Respectfully,

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

David B. Sosa
Borough Manager
Haines, Alaska

Sandra Woods, DEC
State of Alaska
410 W. Willoughby Ave., Suite 303
Juneau, Ak 99811
May 6, 2013

RE: Solid landfill disposal, Skyline Estates residential subdivision, Haines, AK 99827

Dear Ms. Woods:

Per our phone conversation on the morning of May 3, 2013 regarding the solid landfill disposal in a residential subdivision in Haines, Alaska, please find enclosed 17 photos of various aspects of that fill.

Photos have jpeg numbers on back. They were taken on May 3, 2013.

Jpeg 1843-1875 (1st 10 photos) were taken in the morning.

Jpeg 1882-1889 (next 7 photos) were taken after lunch after additional dumping.

Landfill dumping was begun on Thursday May 2, but unfortunately no photos were taken. The material was the same as May 3.

Besides the obvious broken glass and whole bottles, please notice the plastic in 1843 and 1849; oozing substance behind bottleneck in 1853; white plastic in 1857; tin cans and metal in 1875; plastic in 1885; tin, metal, plastic, and styro in 1886; and lastly Ziploc, metal, and unknown white in 1889.

The property owner is Paul Nelson of Haines. Mr. Nelson also owns Bigfoot Auto and Acme Recycling in Haines which collects recyclables as a business at his Bigfoot Auto location, including all of the above pictured items which have been mixed in with the dirt fill.

Although it is my understanding that broken bottles from personal use may be disposed of on your own property, this current scenario coming from his recycle business goes way beyond definition. It is also my understanding that Mr. Nelson claims to ship recycled material out of state, but this incidence would appear to prove that he has instituted a personal solid landfill waste site from community waste in a subdivision which would constitute illegal activity. The dumping lot does not have the benefit of a liner for a sanitary landfill, with the lot being composed of fractured bedrock lying inches below lichen and being directly (500' +/-) on a cliff directly above Lynn Canal with only the State Rd. to the Ferry Terminal as a "buffer".

Residents of the Skyline Estates subdivision where this waste is being "hidden" are not at all happy about the situation. We feel we have legitimate concerns for our health. As Mr. Nelson recycles batteries, might there not be battery fluid in this stream? Might there not be other oozing poisons? One neighbor who sent you phone photos earlier on May 3, says that there is a definite garbage odor emanating from the fill. Our family, along with other neighbors are also able to smell this. We have several children living in this neighborhood, people with compromised

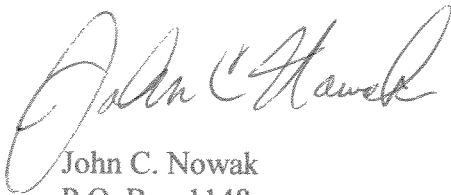
health, and people with genuine concerns for ourselves and others who may not only have to look at this mess but deal with potential health issues from someone trying to take the easy way out.

As individual citizens, residents of this neighborhood and people of Haines, we appeal to you to see how this situation may be abated and removed. Knowing the reputation that Mr. Nelson has, we know that the dumping is going to continue to not only create a road approach into the lot but also as a building pad.

As of 9:30 a.m. May 6, 2013, the dumping is continuing.

Thank you for your consideration in helping us tackle this illegal and hazardous situation.

Regards,



John C. Nowak
P.O. Box 1148
Haines, AK 99827

907-766-3461

cliffhangernowak@msn.com

Enclosures: 17 photos



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

DIVISION OF ENVIRONMENTAL HEALTH
Solid Waste Program

410 Willoughby Avenue, Suite 303
P.O. Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5318
Fax: 907.465.5362

May 7, 2013

Certified Mail #7003 0500 0004 7871 1638
Return Receipt Requested

Paul Nelson
Bigfoot Auto Service
PO Box 150
Haines, AK 99827

RE: Solid Waste Complaint Response on Skyline Drive

Dear Mr. Nelson:

The Alaska Department of Environmental Conservation (ADEC) received a complaint on May 4, 2013 regarding a possible fill project you are conducting on your property located on Skyline Drive. The attached photographs reveal that you are mixing broken and unbroken glass with gravel and using it as a fill material.



The main issues of the complaint are:

1. You are building a road and using solid waste (broken and unbroken glass and ceramics) as part of the road base without prior authorization from ADEC.
2. Broken and unbroken glass and ceramics "crushed" by a bulldozer does not qualify as "crushed glass" for exemption from the solid waste regulations.
3. The complainants have indicated there is a solid waste odor coming from your road fill project which could constitute as a nuisance under the solid waste regulations.

These conditions are a violation of the following State of Alaska regulations and statutes:

State of Alaska Statute 46.03.100(a):

(a) A person may not construct, modify, or operate a sewerage system or treatment works or take any action that results in the disposal or discharge of solid or liquid waste material or heated process or cooling water into the waters or onto the land of the state without prior authorization from the department.

State of Alaska Solid Waste Regulation 18 AAC 60.007, Solid Wastes Used as Fill:

(c) A person may not place solid waste on the land until the person has submitted a proposal to the department and that proposal has been approved.

You are directed to stop your current activity of using solid waste as fill and obtain authorization from ADEC prior to placing any solid waste on the lands of the state.

In recent communications with you, you have claimed that what you are doing is allowed by Solid Waste Regulation 18 AAC 60.005(c)(5), which exempts crushed glass from the solid waste regulations.

Your fill project does not qualify under 18 AAC 60.005 because the fill material you are using includes broken and unbroken bottles and bits of pottery. This material mixed with gravel does not constitute crushed glass. Crushed glass or cullet must be properly sized and processed and exhibit characteristics similar to that of a gravel or sand to be suitable for use as a road base or fill material. See the attached pictures for an example of crushed glass.



18 AAC 60.005 also does not apply if, “there is a public health, safety, or welfare threat...or the waste or material is being managed in a manner that causes or contributes to a nuisance.” The shards of broken glass you are using as fill could constitute a threat to public safety. ADEC has also received complaints that there is a solid waste odor coming from the area where you are building a road on your property. This issue would be considered a nuisance under this regulation.

If you wish to qualify for ADEC’s approval to use crushed glass as an exempt material under 18 AAC 60.005(c)(5) you must provide us with a written detailed description of your plan and include construction drawings of your project. You must also include additional documentation proving that the glass will be treated and processed as crushed glass or cullet, properly sized and processed, and exhibit characteristics similar to that of a gravel or sand to be suitable for use as a road base or fill material.

Another option available to you would be to apply for ADEC's approval to use solid waste as fill under 18 AAC 60.007(c). Your proposal should contain the list of required items under 18 AAC 60.007(c) as follows:

1. an appraisal or assessment showing the current value of the property where the solid waste is to be placed;
2. a list of each waste to be placed at the site, including the expected volume and the source of each waste type;
3. the proposed future use of the site;
4. an estimate of the value the property will have after the solid waste is in place;
5. an operations plan explaining where and when the various wastes will be placed on the land;
6. an estimate of the expected compaction density and load bearing capacity of the finished fill;
7. a list of each permit and approval issued or expected to be issued by other government agencies;
8. construction drawings showing surface contours of the existing site; surface contours of the finished site; the location and details for all drainage ditches and culverts to be installed; the location of any temporary or permanent road or ramp; and any pavement, sewer, plumbing, or electrical installation.

Upon receipt of your proposal, ADEC will review the document. If it contains the required information and shows that the project will meet the conditions of 18 AAC 60.007(d), we will approve the proposal and issue an authorization letter. Any conditions considered necessary to protect public health and safety will be included in that letter.

Thank you for your prompt attention to this matter. If you have any questions, please contact me at (907)465-5318 or e-mail me at Sandra.woods@alaska.gov.

Sincerely,



Sandra M. Woods
Environmental Program Specialist
Solid Waste Program

cc: Douglas Buteyn, Northern/Southeastern Program Coordinator, Solid Waste Program

*Joffa Nowak
766-3461*

Solid Waste Disposal Complaint Response on Skyline Drive in Haines, AK

From: **Woods, Sandra M (DEC)** (sandra.woods@alaska.gov)
Sent: Thu 5/09/13 5:47 PM
To: [REDACTED]
Cc: [REDACTED]@msn.com
[REDACTED]
1 attachment
2013 05 09 Nelson Complaint summary.docx (18.5 KB)

I am enclosing a summary of the department's actions taken thus far.

Sandra Woods
Solid Waste Program
907-465-5318

In an effort to keep all of those people who have contacted me with regard to a solid waste disposal issue on Skyline Drive in Haines, AK, I am sending to you a summary of how the department has responded thus far to your complaint regarding the use of solid waste as a road base on Skyline Drive by Paul Nelson.

On May 7th, 2013, the Department of Environmental Conservation sent a letter to Mr. Nelson directing him to stop his current activity of using solid waste as fill and to obtain authorization from ADEC prior to placing any solid waste on the lands of the state. The department's letter to Mr. Nelson also contained the following applicable regulatory and statutory authority that I've listed in this summary.

The issue:

Mr. Nelson appears to be building a road and using solid waste (broken and unbroken glass and ceramics) as part of the road base without prior authorization from ADEC;

This condition is a violation of the following State of Alaska regulations and statutes:

State of Alaska Statute 46.03.100(a):

A person may not construct, modify, or operate a sewerage system or treatment works or take any action that results in the disposal or discharge of solid or liquid waste material or heated process or cooling water into the waters or onto the land of the state without prior authorization from the department.

State of Alaska Solid Waste Regulations 18 AAC 60.005(c)(5):

(c) The following wastes and materials, if disposed of or used as described in this subsection, are exempt from the requirements of this chapter unless mixed with nonexempt waste, there is a public health, safety, or welfare threat or environmental problem associated with management of the waste or material, or the waste or material is being managed in a manner that causes or contributes to a nuisance: (5) crushed glass

State of Alaska Solid Waste Regulation 18 AAC 60.007(c) Using solid waste as fill:

(c) A person may not place solid waste on the land until the person has submitted a proposal to the department and that proposal has been approved.

Mr. Nelson's fill project does not qualify as an exempted waste under 18 AAC 60.005(c)(5) because the fill material he is using includes broken and unbroken bottles and bits of pottery. This material mixed with gravel does not constitute crushed glass. Crushed glass or cullet must be properly sized and processed and exhibit characteristics similar to that of a gravel or sand to be suitable for use as a road base or fill material.

Additionally the exempt regulation would not qualify because under 18 AAC 60.005(e) if, "there is a public health, safety, or welfare threat. . .or the waste or material is being managed in a manner that causes or contributes to a nuisance." The shards of broken glass he is using as fill could constitute a threat to public safety. In addition, the complaints that we have received from you indicate that

there is a solid waste odor coming from the area where he is building a road on his property. This issue would be considered a nuisance under this regulation.

If Mr. Nelson wishes to apply and qualify for ADEC's approval to use crushed glass as an exempt material under 18 AAC 60.005(c)(5) or to use solid waste as fill under 18 AAC 60.007(c) he must provide us with a written detailed description of his plan and include construction drawings of his project and he must also include additional documentation proving that the glass will be treated and processed as crushed glass or cullet.

If the department receives a proposal from Mr. Nelson, we will review his documentation. If it contains the required information and shows that the project will meet the conditions of 18 AAC 60.007(d), we will approve the proposal and issue an authorization letter. Any conditions considered necessary to protect public health and safety will be included in that letter.

The department's enforcement process may not work as quickly as you might like to resolve this issue. Another option to you might be to file a complaint with Haines Borough because Mr. Nelson may be in violation of borough ordinances regarding unlawful littering (see items A, E, and K below). The key to this would be whether or not Skyline Drive is within the "townsite service area".

Haines Borough Code: 8.08.020 Litter unlawful.

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

- A. Cause or allow litter to be collected, deposited, or to remain in any place under the person's control, and/or possession, other than in an appropriate refuse container, designed for such purpose;
- B. Deposit litter in or upon any street, sidewalk, or other public place except in a public refuse container, authorized private trash receptacle, or in a disposal area designated by the borough;
- C. Sweep or deposit into any gutter, street, or other public place the accumulation of litter from any residence, building, lot, public or private sidewalk, or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter;
- D. Drive or move any vehicle that is carelessly loaded or not constructed to prevent its load from falling upon any street, alley, or public place;
- E. Deposit any litter on private property, whether owned by the person or not;
- F. Possess or control private property that is not maintained in a litter-free condition;
- G. Place, post, or deposit any handbill, poster, or other device calculated to attract the public unless permitted under HBC Title 18;
- H. Deposit litter in a lake, river, stream, or other body of fresh or salt water within or adjacent to the townsite service area;

I. Deposit litter generated in a person's household, property, or business in a refuse container not owned, leased, designated, or otherwise intended to be used by that person. This prohibition does not include the deposit of incidental amounts of litter or refuse in refuse containers designated for public use in parks, campgrounds, and other such facilities by users of that public facility;

J. Burn combustible materials outdoors without a special annual written permit authorized by the fire chief or other public official charged with such duties, and police department notification prior to each planned burning.

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

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

I hope this summary helps to clarify what has occurred until this point. I will continue to work with Mr. Nelson to achieve compliance with the solid waste regulations.

I. Deposit litter generated in a person's household, property, or business in a refuse container not owned, leased, designated, or otherwise intended to be used by that person. This prohibition does not include the deposit of incidental amounts of litter or refuse in refuse containers designated for public use in parks, campgrounds, and other such facilities by users of that public facility;

J. Burn combustible materials outdoors without a special annual written permit authorized by the fire chief or other public official charged with such duties, and police department notification prior to each planned burning.

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

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

I hope this summary helps to clarify what has occurred until this point. I will continue to work with Mr. Nelson to achieve compliance with the solid waste regulations.

RE: Paul Nelson Complaint response

From: Woods, Sandra M (DEC) (sandra.woods@alaska.gov)
Sent: Tue 5/07/13 6:47 PM
To: cliffhangernowak@msn.com (cliffhangernowak@msn.com)

As an FYI to your complaint to our program, I have sent a letter to Mr. Nelson directing him to stop using glass as fill on his property on Skyline Drive because it is in violation of the solid waste regulations. I have informed him that the state regulations require him to submit a proposal to ADEC for authorization to proceed.

Sandra Woods

ADEC/Solid Waste Program

From: Woods, Sandra M (DEC)
Sent: Monday, May 06, 2013 8:18 AM
To: 'cliffhangernowak@msn.com'
Subject: Here's my e-mail address

Please send me any pictures you may have taken of the solid waste being used as fill.

Sandra Woods

Solid Waste Program

Acme Transfer Co. Inc.
P. O. Box 858
Haines, Alaska 99827
907-766-3826 or
907-303-0130

May 22, 2013

Sandra Woods
Dept. of Environmental Conservation
Solid Waste Program
P. O. Box 111800
Juneau, Alaska 99811-1800

RE: Using glass as sub-grade fill on Private property.

Dear Ms. Woods,

As per our phone conversations I am writing to you to submit a proposal to use solid waste as sub-grade fill on private property. The following is my response to your letter of May 7, 2013. It is my desire to use the crushed glass that Acme Transfer Co. Inc and the people of Haines have diverted out of the waste stream as sub-grade fill:

1. 2013 property appraisal (attached)
2. Clean, crushed glass is the only waste to be used as sub-grade fill. The expected volume is 18 to 20 yards. The source is from Acme Transfer Co. Inc. glass collection and crushing site at 987 Haines Highway.
3. The future use of the site is a private home.
4. With the sub-grade fill in place and compacted, I expect an increase in value of approximately \$5000.00, because it would have cost approximately \$5000.00 to purchase the pit run material to use instead of the crushed glass.
5. The operation plan is to use crushed glass to fill low spots and sub-grade areas where the crushed glass will be covered with pit run material and crushed glass will not show. The first crushed glass will be needed in May, 2013, to fill sub-grade areas of a construction

access road just off Skyline Drive on private property. The crushed glass will be covered with pit run material before construction begins.

The next crushed glass will be needed in June or July 2013, to fill sub-grade areas at the house site, which is over 100' away from Skyline Drive. The crushed glass will be covered with pit run material before the house construction starts.

6. The estimated expected compaction density is 85% to 90%. This compaction density is achieved by putting the fill material in place in layers and compacting each layer. The load bearing capacity of the finished fill will support the approach to the house and the house. I have contacted an engineer to provide a final load bearing capacity on the crushed glass fill.
7. The permits that are already approved and issued are:
 - a. Land use permit #12-66, Dated December 18, 2012. Issued by the Haines Borough.
 - b. Right-of-Way permit #13-12, Dated March 27, 2013. Issued by the Haines Borough.
 - c. New Water and Sewer Service #13-11, Dated March 27, 2013. Issued by the Haines Borough.
8. Attached. Please note this is a narrow lot (75' wide at the top) and the crushed glass allows for good drainage. There are no streams or open water on the lot. Our plans currently do not include culverts or drainage ditches because of the good drainage of the area and the good drainage of the crushed glass.

Thank you for your assistance with the solid waste problems in Haines. The Acme crushed glass project has diverted tons of waste out of the waste stream. Using the crushed glass for fill provides a way to use the recycled material.

I believe someone dumped glass at the building site, not realizing that the glass should have come to Acme first to be crushed and processed.

We have very little, if any odor here at Acme and after the glass is crushed the odor is gone. Hope to hear from you soon.

Sincerely,


Paul A. L. Nelson

907-766-2458
907-303-0130

Haines Borough
PO Box 1209
Haines, AK 99827
907-766-2231
Address Service Requested

THIS IS NOT A TAX BILL
DO NOT PAY NOW

**2013 Real Property
Assessment Notice**

First Class Mail
U.S. Postage
Paid
Haines, Alaska
Permit No. 3

Filing Deadline for Appeals: **April 15, 2013**
Board of Equalization Meeting Date: **April 29, 2013**

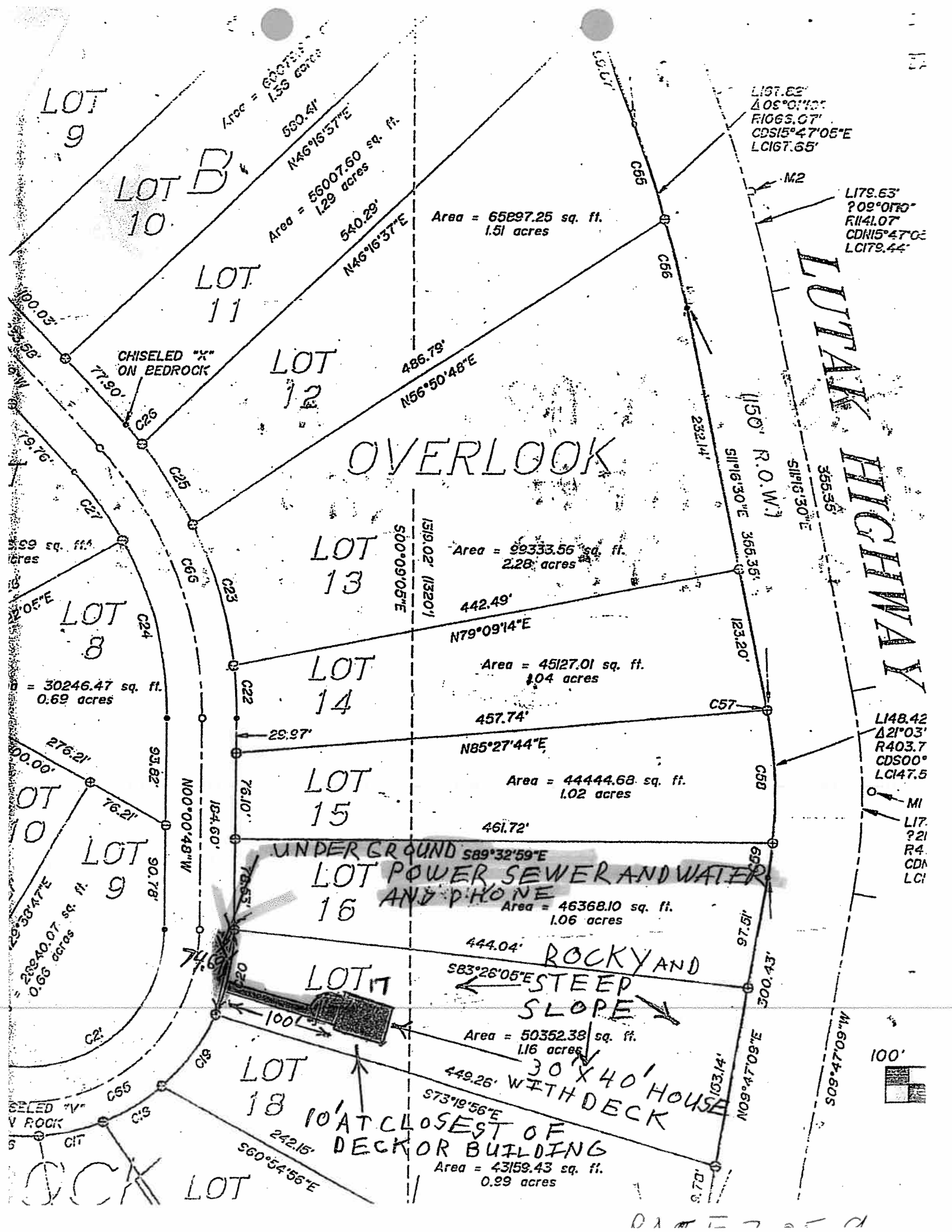
PROPERTY ACCT NO. C-SKY-0B-1700	LEGAL DESCRIPTION OF REAL PROPERTY LOT 17, BLOCK B,, SKYLINE ESTATES SUB., 1.14 ACRES
-------------------------------------------	-----------------------------------------------------------------------------------------------------

Valuation

Land	94,500
Improvements	0
TOTAL	94,500

To: PAUL NELSON
BOX 858
HAINES, AK 99827

IMPORTANT INFORMATION
ON REVERSE SIDE



OVERLOOK

LUTAK HIGHWAY

L187.63'
 Δ 05° 01' 42"
 R1069.07'
 CDS15° 47' 05"E
 LC167.65'

L179.63'
 Δ 09° 01' 10"
 R1141.07'
 CDN15° 47' 05"
 LC179.44'

L148.42'
 Δ 21° 03'
 R403.7'
 CDS00°
 LC147.5'

MI
 L17.
 ? 21
 R4.
 CDN
 LC1



Area = 56007.60 sq. ft.
 1.29 acres

Area = 65897.25 sq. ft.
 1.51 acres

Area = 29333.56 sq. ft.
 2.28 acres

Area = 45127.01 sq. ft.
 1.04 acres

Area = 444444.68 sq. ft.
 1.02 acres

Area = 46368.10 sq. ft.
 1.06 acres

Area = 50352.38 sq. ft.
 1.16 acres

Area = 43159.43 sq. ft.
 0.99 acres

CHISELED "X"
 ON BEDROCK

UNDERGROUND
 LOT POWER SEWER AND WATER
 AND PHONE

ROCKY AND
 STEEP
 SLOPE

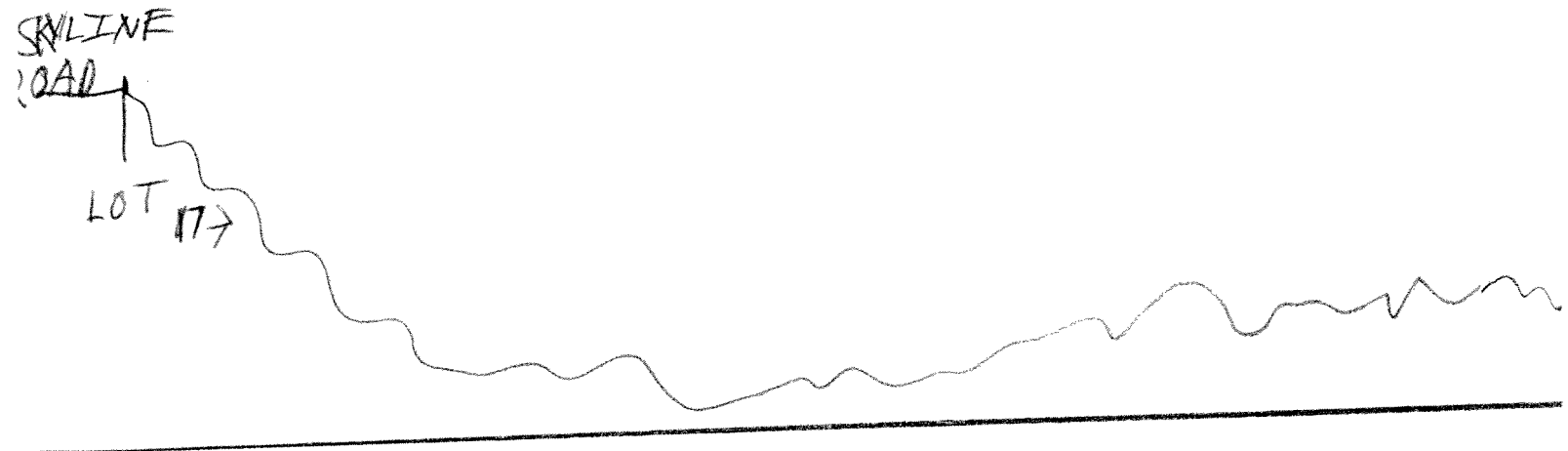
30' X 40' HOUSE
 WITH DECK

10' AT CLOSEST OF
 DECK OR BUILDING

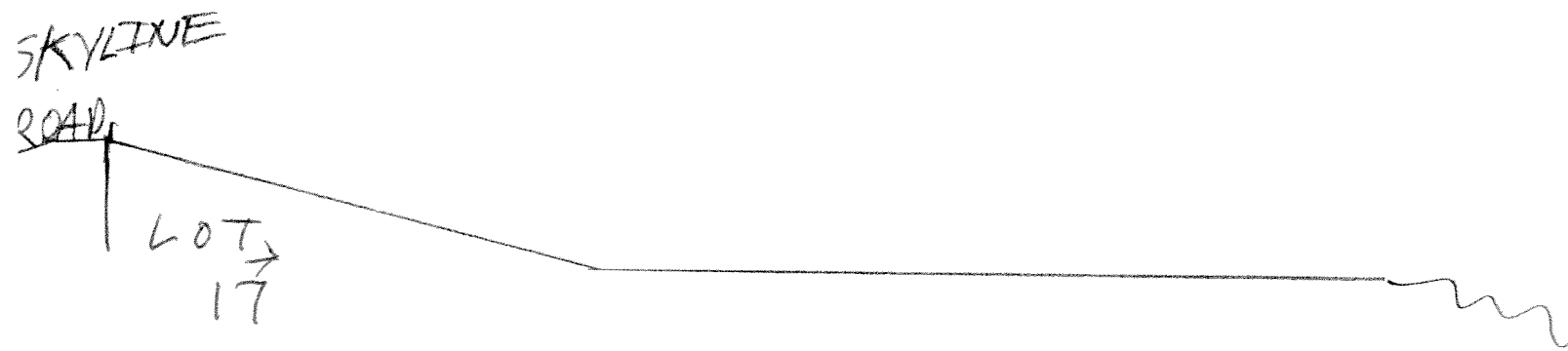
CHISELED "V"
 ON BEDROCK

SIDE VIEW OF LOT 17

BEFORE FILL:



AFTER FILL:





THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

DIVISION OF ENVIRONMENTAL HEALTH
Solid Waste Program

410 Willoughby Avenue, Suite 303
P.O. Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5318
Fax: 907.465.5362

June 7, 2013

Certified Mail #7003 0500 0004 7871 1690
Return Receipt Requested

Paul Nelson
Bigfoot Auto Service
PO Box 150
Haines, AK 99827

RE: DEC response to Application dated May 22, 2013 to use crushed glass as fill

Dear Mr. Nelson:

The Alaska Department of Environmental Conservation Solid Waste Program (ADEC) has received and reviewed your proposal to use crushed glass as fill on your property located on Skyline Drive and find it to be incomplete. In order for us to proceed with our review of your proposed fill project, you will have to complete your proposal, to the department's satisfaction, by providing us with additional information showing how this project meets the solid waste regulations for using solid waste as fill under 18 AAC 60.007.

1. According to the solid waste regulations under **18 AAC 60.007(c)(4)** your proposal must include an estimate of the value your property after the solid waste is in place. This does not mean how much money you have saved by placing the solid waste fill on your property but rather an estimate of the value of your property as a result of the improvements made by using solid waste as fill.
2. Your proposal needs to include all of your intended uses of solid waste as fill on this property including the information required under 18 AAC 60.007 regarding your plans to use crushed glass as fill in subgrade areas at the house site on your Skyline Drive property.
3. The ADEC notes that the Haines Borough has an ordinance prohibiting the placement of solid waste on the ground so we need to confirm that your proposed use is acceptable to the Borough. Do any of your current permits that are already approved and issued by the Borough of Haines specifically approve the use of crushed glass as fill on your property on Skyline Drive? If so, please provide that information to the ADEC. If not, please notify the Haines Borough that you are applying to ADEC to reuse glass products from your recycling center as fill to build your road and house site and provide a copy of the Borough's response with your proposal.
4. The drawings you provided to ADEC showing surface contours of the existing site and surface contours of the finished site do not indicate the depth of crushed glass fill, the depth of pit run material at the road site and the house site, and many other features required by the regulation in 18 AAC 60.007.

Addressing the list of items within this letter is necessary to having a complete proposal for ADEC's review and consideration.

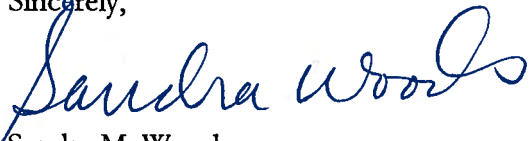
In addition to your revised proposal, please provide us with the following information necessary to evaluate your project.

We have received photographs of your project from nearby property owners that indicate that you are mixing broken and unbroken glass with gravel and using it as a fill material. Your method of using broken and unbroken glass "crushed" by a bulldozer does not qualify as "crushed glass" for exemption from the solid waste regulations or to use as fill in a construction project. ***Provide the department with an operation plan that indicates how the glass will be treated and processed into properly sized crushed glass or cullet similar to that of gravel or sand to be suitable for use as a road base or fill material.***

The shards of broken glass you have used as fill could constitute a threat to public safety. ADEC has also received complaints that there is a solid waste odor coming from the area where you are building a road on your property. The odor issue would be considered a nuisance under this regulation. ***Provide the department with a detailed plan of how you intend to resolve these issues.***

Thank you for your prompt attention to this matter. If you have any questions, please contact me at (907)465-5318 or e-mail me at Sandra.woods@alaska.gov.

Sincerely,



Sandra M. Woods
Environmental Program Specialist
Solid Waste Program

cc: Douglas Buteyn, Northern/Southeastern Program Coordinator, Solid Waste Program

Paul A. L. Nelson
P. O. Box 858
Haines, Alaska 99827
907-766-3826 or
907-303-0130

June 28, 2013

Sandra Woods - Dept. of Environmental Conservation
Solid Waste Program
P. O. Box 111800
Juneau, Alaska 99811-1800

RE: Using glass as fill.

Dear Ms. Woods,

I received your letter of June 7, 2013, and conducted additional research on your demand that I stop using crushed glass as fill on my private property. My research finds the following:

1. 18AAC 60.005(c) (5) clearly states that crushed glass is exempt from DEC regulation.
2. 18 AAC 60.005(c) (5) does not state any specifications for how glass is to be crushed or what size it must be crushed to. Alaska DOT has specifications for glass that is to be used in a Public highway road bed. I am using crushed glass on private property, not on Public highways. What Alaska statute or AAC provides the specifications that makes crushed glass "qualify"?
3. For over 10 (ten) years the DEC and Alaska Regulatory Commission has been aware of and allowed the collection and use of clean glass for fill at Acme Transfer Co. Inc. in Haines. No State agency has imposed or stated any specifications to "qualify" crushed glass as inert material. Acme Transfer Co. Inc. is a regulated public utility.
4. EPA and DEC approved the use of crushed glass from Acme Transfer Co. Inc. at another business site. EPA and DEC made no demands as to how the glass was to be crushed or to what size it must be crushed. EPA and DEC made no demands that crushed glass be covered.


5. There is no odor from the crushed glass that I used as fill on my private property.
6. The crushed glass I am using is for sub-grade fill will not leave any ".....shards of broken glass...." because the crushed glass will be buried and will not constitute a threat to public safety.
7. The Haines Borough does not have an "....ordinance prohibiting" the use of crushed glass as fill, because, crushed glass is exempt from DEC and Haines Borough regulation. 18 AAC 60.005(c) (5).

In summary, it is clear that DEC has not limited the use of, or the size of crushed glass from Acme Transfer Co. Inc. in the past, because DEC does not that authority and there are no specifications as to what makes crushed glass "qualify" as inert material. 18 AAC 60.005(c) (5).

It is unfortunate that the DEC does not support recycling. Despite the opposition of DEC to recycling, myself, and others will continue to recycle and reduce the volume of waste produced.

You and the DEC need to do something about the Community Waste Solutions (aka, Haines Sanitation) landfill, that is clearly out of compliance with Alaska Statutes and Administrative Codes that you have legal authority and a responsibility to do something about.

Sincerely,


Paul A. L. Nelson

cc: Douglas Buteyn, Northern/Southeastern Program Coordinator,
Solid Waste Program

Governer Parnell

Representative J. Kreiss-Thompkins

Mayor Stephanie Scott, Haines Borough



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

DIVISION OF ENVIRONMENTAL HEALTH
Solid Waste Program

410 Willoughby Avenue, Suite 303
P.O. Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5318
Fax: 907.465.5362

July 23, 2013

Certified Mail #7003 0500 0004 7871 1720
Return Receipt Requested

Paul Nelson
PO Box 858
Haines, AK 99827

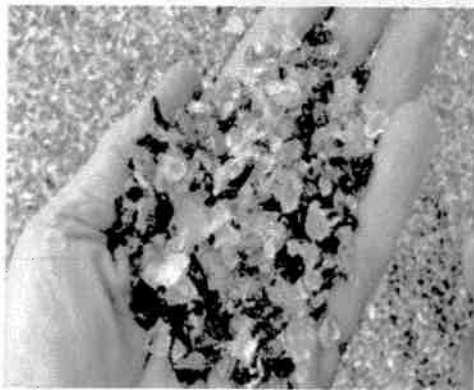
RE: ADEC response to your letter dated June 28, 2013

Dear Mr. Nelson:

The Alaska Department of Environmental Conservation Solid Waste Program (ADEC) has received your letter dated June 28, 2013 and would like to respond to your comments as follows:

- 1. 18 AAC 60.005(c)(5) clearly states that crushed glass is exempt from DEC regulations.**

Please note that the solid wastes listed under 18 AAC 60.005(c) are exempted from the regulations "unless...there is a public health, safety, or welfare threat...or the waste or material is being managed in a manner that causes or contributes to a nuisance". ADEC's position is that the fill you used on your property contains broken and unbroken glass and pottery shards that pose a public health threat and therefore do not qualify for exemption from the regulations. To be exempt, the glass must be properly processed to eliminate the threat to public health. The photographs below show the difference between glass that has been processed through a glass crusher and the broken glass you are using on your property.



Crushed Glass Example



Photo of your fill material taken taken by ADEC on 7/19/2013

- 2. 18 AAC 60.005(c)(5) does not state any specifications for how glass is to be crushed or what size it must be crushed to. Alaska DOT has specification for glass that is to be used in a Public highway road bed. I am using crushed glass on private property, not on Public highways. What Alaska statute or AAC provides the specifications that makes crushed glass “qualify”?**

The regulation does not provide any specifications for crushed glass because the ADEC relies on the specifications that are used by the industry in question. For a particular use, glass that is crushed as per the standards of that industry is exempted from the solid waste regulations. If not, the glass is not exempt and is regulated as inert solid waste. Within the recycling industry, “crushed glass” normally and typically describes glass that has been processed through a glass crusher into a material that has the appearance and consistency of a fine gravel or coarse sand (see the photograph on page 1). Similarly, the construction industry has definitions and standards that apply to the use of glass within a road bed or as fill material and typically require the glass to be processed through a glass crusher. The following crushed glass specifications show the similarities in standards that have been adopted at the federal, state and municipal levels for using crushed glass in roadways.

- U.S. Department of Transportation Federal Highway Standards Publication FHWA-RD-97-148 “User Guidelines for Waste and Byproduct Materials in Pavement Construction”, states that crushed glass or cullet used as granular base or fill, if properly sized and processed, can exhibit characteristics similar to that of a gravel or sand. When used in construction applications, glass must be crushed and screened to produce an appropriate design gradation. Proper crushing can virtually eliminate sharp edges and the corresponding safety hazards associated with manual handling of the product.
 - In 2012, the Alaska Department of Transportation and Public Facilities (ADOT&PF) approved a highway specification permitting the use of recycled, crushed glass in gravel used to strengthen subsurface layers of highway and airport pavements. As described in this standard, the recycling process turns the glass into a product that looks like shiny, pea-sized gravel and feels smooth like worn beach glass. According to the ADOT&PF, up to 10% of crushed glass smaller than 3/8” may be uniformly blended with natural soil-aggregate material prior to project delivery and placement. Additionally, crushed glass must contain no more than 2% debris such as soil, paper plastic, metals organic material and other deleterious and hazardous substances.
 - In 2012, Anchorage Water & Wastewater Utility established a standard in which crushed glass may be used as pipe bedding and trench backfill. The gradation requirements stated that (a) all crushed glass must be able pass through 1/2” screen or sieve; and (b) nor more than 6% crushed glass material may pass through the #200 screen or sieve. Reclaimed glass shall not contain more than 5 percent debris, by visual inspection. Debris includes any non-glass material such as: paper, foil, plastics, metal, corks, wood debris, food residue, or other deleterious materials.
- 3. For over 10 (ten) years the DEC and Alaska Regulatory Commission has been aware of and allowed the collection and use of clean glass for fill at Acme Transfer Co. Inc. in Haines. No State agency has imposed or stated any specifications to “qualify” crushed glass as inert material. Acme Transfer Co. Inc. is a regulated public utility.**

The ADEC Solid Waste Program has no record of your prior use of glass as fill material and did not know about your current use of glass as fill material until we received complaints about your current fill project. Also, there is no need to “qualify” crushed glass as inert material; glass, whether crushed, broken, or intact, is an inert waste because it meets the definition of inert waste in the solid waste regulations. According to Brandon Miller of the Regulatory Commission of Alaska (RCA), the Certificate of Public Convenience and Necessity to Provide Refuse Service within the Haines Borough that you received from the RCA in 2002 only authorizes you to operate a refuse collection service utility within the City of Haines; the RCA does not have the regulatory authority to approve your fill project using glass as fill or placing any solid waste onto the land of the state. Mr. Miller stated that when you called him to find out if RCA would authorize you to use glass as fill, he told you to contact ADEC for approval. You did not do that until after ADEC contacted you regarding the complaints we received about your fill project. ADEC has the statutory authority to require the department’s approval prior to placement of any solid waste onto the land of the state under AS 46.03.100(a): *“A person may not construct, modify, or operate a sewerage system or treatment works or take any action that results in the disposal or discharge of solid or liquid waste material or heated process or cooling water into the waters or onto the land of the state without prior authorization from the department.”*

- 4. EPA and DEC approved the use of crushed glass from Acme Transfer Co. Inc. at another business site. EPA and DEC made no demands as to how the glass was to be crushed or to what size it must be crushed. EPA and DEC made no demands that crushed glass be covered.**

During my visit to your transfer station in Haines on July 17, 2013, you referred to a previous ADEC approval you received from Bruce Wanstall of ADEC’s contaminated sites program. I’ve spoken with Mr. Wanstall regarding ADEC’s one-time approval of your plan to use broken glass to backfill around the vertical well casing that extends up through the floor of a small building behind a big shop within a contaminated soil remediation project. The excavation under the center half of the small building allowed removal of the former oil/water separator tank. ADEC approved your plan to fill the void with broken glass because it did not need to support equipment driving on it. However, a previous excavation extending south of the small building was backfilled with clean construction grade material because it did need to be strong enough to support equipment driving over the top of it. Mr. Wanstall also stated that the presence of the remaining contamination allowed ADEC to reason that using glass instead of clean construction grade fill would not increase the risk to human health, safety or the environment beyond that already presented by the petroleum contamination in soil remaining under the building. The use of broken glass as fill in the remediation of contaminated soil is not the same as using broken glass as fill material in a residential setting where the broken glass constitutes a threat to public safety.

- 5. There is no odor from the crushed glass that used as fill on my private property.**

ADEC received telephone calls from three different complainants who complained about a solid waste odor coming from the area where you built a road on your property. During my visit to your property on Skyline Drive, I did not smell any solid waste odor. However, most of the glass you used as fill was covered with dirt by the time I was able to view the fill site.

- 6. The crushed glass I am using is for sub-grade fill will not leave any “...shards of broken glass....” because the crushed glass will be buried and will not constitute a threat to public safety.**

During my visit to your fill site, I observed exposed shards of broken glass on the side of your driveway near the road and near your neighbor's property. Photographs of those shards of glass and pottery are included in this letter.

7. The Haines Borough does not have an "...ordinance prohibiting..." The use of crushed glass as fill, because, crushed glass is exempt from DEC and Haines Borough regulation. 18 AAC 60.005(c)(5).

Please understand that 18 AAC 60.005(c)(5) is a state regulation under which crushed glass is exempt from the state solid waste regulations. It does not exempt the material from local government regulations. The Haines Borough Code (section 8.08.020) states that it is unlawful for a person to "Deposit any litter on private property, whether owned by the person or not" and to "Deposit litter that may be offensive, noxious, or otherwise dangerous to the public health or safety on any public or private property, alley, street, or other roadway within the townsite service area." The broken glass you are using meets the Borough's definition of litter ("garbage, refuse, rubbish and all other waste material which, if thrown or deposited as prohibited in this chapter, tend to create a danger or nuisance to public health, safety, and welfare") and is potentially subject to the prohibition.

Before the ADEC can approve the use of broken glass as fill material on your property, we will need documentation that the Haines Borough has waived this prohibition for your project or has determined that the broken glass you are using does not qualify as litter under Borough Code.

In summary, it is clear that DEC has not limited the use of, or the size of crushed glass from Acme Transfer Co. Inc. in the past, because DEC does not that authority and there are no specifications as to what makes crushed glass "qualify" as inert material. 18 AAC 60.005(c)(5).

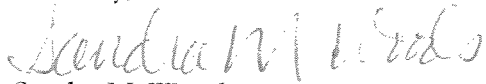
The ADEC Solid Waste Program has not limited the use of broken glass from Acme Transport in the past because ADEC was not aware that you were using broken glass as fill. Your current project is the first time the ADEC Solid Waste Program has been aware of broken glass from Acme Transfer Co. Inc. being used as fill material. ADEC has statutory authority to regulate solid waste and the solid waste regulations define various types of solid waste. Inert waste is defined under 18 AAC 60.990(64) as a solid waste that has a low potential to pollute air or water, and that does not normally attract wildlife. Since that definition applies to broken glass, broken glass is regulated as inert solid waste. ADEC also has authority under 18 AAC 60.005(e) to declare a solid waste as exempt and, under that authority, has declared crushed glass as exempt. Solid waste that is determined to be exempted waste under 18 AAC 60.005(c) is exempt from the requirements of the solid waste regulations as long as it meets the criteria of the regulation. The broken glass you are using as fill on your property is not an exempt waste.

It is unfortunate that the DEC does not support recycling. Despite the opposition of DEC to recycling, myself, and others will continue to recycle and reduce the volume of waste produced.

The definitions within the solid waste regulations distinguish between recycling ("the process by which a material that would otherwise be destined for disposal is collected, reprocessed, or remanufactured, and then reused") and creating a landfill ("an area of land, or an excavation in which solid wastes are placed for permanent disposal"). Also, recycling industry standards call for processing glass through a glass crusher prior to use or shipment. Breaking glass bottles by driving

over them with a bulldozer is something that happens at a landfill. The ADEC fully supports legitimate recycling efforts that comply with the standards of that industry. Your use of broken and unbroken glass and ceramics as fill material does not comply with industry standards and cannot be considered recycling under the solid waste regulations..

Sincerely,

A handwritten signature in cursive script that reads "Sandra M. Woods".

Sandra M. Woods
Environmental Program Specialist
Solid Waste Program

cc: Douglas Buteyn, Northern/Southeastern Program Coordinator, Solid Waste Program



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Environmental
Conservation

OFFICE OF THE COMMISSIONER

Post Office Box 111800
410 Willoughby Avenue, Suite 303
Juneau, Alaska 99811-1800
Main: 907.465.5066
Fax: 907.465.5070

13.162

July 31, 2013

Paul A. L. Nelson
P.O. Box 858
Haines, AK 99827

Dear Mr. Nelson:

Governor Sean Parnell's office asked me to respond to your June 28, 2013 letter regarding the use of glass as fill on your property and the Department of Environmental Conservation's requirements related to this activity.

The Department supports recycling in Alaska's communities for good reasons: a portion of the waste destined for the landfill is diverted, companies can save money by recycling material, carbon footprints are reduced, and new businesses are developed locally that rely on recycled material. We appreciate the efforts you have put into recycling over the years; it is a genuine service to your community.

I assure you the Department's Solid Waste staff are ready to assist you in your recycling endeavors and to be in compliance with standards in place to protect human health and the environment. There are three options available to you for processing/disposing of recycled glass:

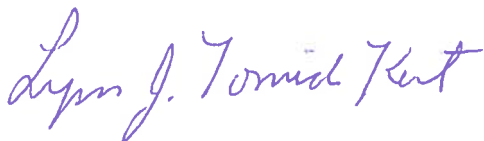
1. Glass can be processed to meet industry standards for crushed glass. I understand how there might be confusion about what constitutes "crushed" glass since the regulations do not define the term. The Department has consistently relied upon the industry standards (previously provided to you) when interpreting this regulation that provides a permit exemption. No permit from the Department is required for re-use of crushed glass.
2. Glass can be shipped to a major recycling plant for processing. No permit from the Department is necessary for this option.
3. Glass can be used as 'solid waste used as fill'. This option requires a proposal be submitted to, and approved by, the Department. Again, staff will be happy to assist you in completing the necessary requirements to qualify for authorization under 18 AAC 60.007. Note that there may be more stringent Borough requirements that could preclude this option in some areas.

You also mentioned concern about the Community Waste Solutions (aka, Haines Sanitation) landfill. Department staff are aware of the issues at that facility and are working closely with them to bring them into compliance with solid waste regulations. Thank you for bringing this to our attention.

Thank you also for your past efforts to reduce the volume of waste that would otherwise go to the landfill. I hope you will find that one or a combination of the options identified will help you to continue to reduce

waste in the Haines area. Please contact the Department's Solid Waste Program Manager, Bob Blankenburg, at 907-269-7690, or via email, bob.blankenburg@alaska.gov for additional assistance.

Sincerely,



Lynn J. Tomich Kent
Deputy Commissioner

cc: Governor Sean Parnell
Representative J. Kreiss-Thompkins
Mayor Stephanie Scott, Haines Borough

Waste issue closes glass dump site

By Karen Garcia

No more downtown glass disposal.

Acme Transfer Co. Inc. will no longer accept glass from residents and businesses following a spat with the Department of Environmental Conservation.

Community Waste Solutions accepts separated, clean glass for no charge.

Acme president Paul Nelson said the company has accepted glass free of charge from the American Legion, Pioneer Bar, and other businesses and citizens for the past decade. It crushes about 100 tons annually and uses the material for fill on projects.

Nelson has been using the crushed glass as fill on his private property on Skyline Drive, but neighbors complained to the DEC about it, including that it's smelly, contains garbage and spills off Nelson's property.

"It's not what he's claiming it to be," said neighbor Lynn Nowak. "Basically the entire neighborhood is upset about it and many people have contacted

the DEC about it... What he calls fill is not fill. It's garbage. There's plastic oil bottles. There's ceramics, tin cans."

Sandra Woods, a DEC specialist on solid waste, sent Nelson a May 7 letter after getting complaints that Nelson was using solid waste as fill.

Woods ordered Nelson to stop using the material and to obtain a DEC permit if he wanted to continue using the mixture for projects, including building a driveway.

Crushed glass is exempt from Alaska's solid waste laws but Woods said Nelson's material doesn't qualify because it contains unbroken bottles and bits of pottery, isn't "properly sized and processed," and could be unsafe.

"The shards of broken glass you are using as fill could constitute a threat to public safety," she wrote to Nelson.

Nelson says there's no garbage in his crushed glass. As for the consistency of the fill (which DEC says must be finer and have characteristics similar to sand or

gravel) Nelson said the agency gave him permission several years ago to use the same process he is using now for a separate project.

In 2011 when contaminated soil was found near Bigfoot Auto, the company removed the soil and filled the area with crushed glass fill, which the DEC agreed to, since glass is inert and doesn't produce leachate.

"DEC said, 'Oh yeah, you can use crushed glass in there. You don't need any more permits.' Now they're changing their story because some unhappy neighbors think I'm creating a landfill," Nelson said.

Nelson said he has stopped using the material, but is still arguing with the DEC over the legality of its cease-and-desist order. That means he can't accept glass, he said.

"For recycling to work I need to have a flow to it. I have to be able to know I can get rid of it before I can accept it... We're trying to keep it out of the waste stream. But apparently DEC is anti-recycling," he said.

Letters to the Editor

Underage drinker threatens livelihood

To the underage person who used fake identification in our establishment on Wednesday evening, July 17:

You are lucky our server merely asked you to leave. If it were I, the police would have been called and you would have been charged. You could also, under AS 04.16.049, be required to pay us \$1,500 for your malfeasance. You put at risk our liquor license, as well as the jobs of 20 people.

You knew what you were doing was illegal. I am distressed that you were also accompanied by coworkers who knew your age. How does this look for your employer?

Do you know what my family and other families in this town have gone through because of a fake ID? If you have the guts to apologize to me, I'll tell you about it.

Christy Tengs Fowler

DEC is not allowing glass recycling

The State of Alaska Department of Environmental Conservation (DEC) has ordered that glass collected and crushed at Acme Transfer Co. Inc. may not be recycled and reused as fill on private property. The DEC ruling that our crushed glass may not be used as fill forces Acme Transfer Co. Inc. to close our free glass recycling project.

Acme Transfer Co. Inc. is asking that Haines residents contact the DEC, specifically Sandra Woods at 907-465-5318 or email sandra.woods@alaska.gov or her supervisor Douglas Buteyn, 907-451-2135, 610 University Ave., Fairbanks, AK 99709 and explain the need for recycling here in Haines.

Alaska DEC is allowing an out-of-compliance landfill to operate in Haines, but will not allow glass recycling.

Paul A. L. Nelson
President, Acme Transfer Co. Inc.













Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-462

Assembly Meeting Date: 6/10/14

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

Full Title/Motion:
Motion: Adopt Ordinance 14-05-379.

Administrative Recommendation:
The borough manager recommends adoption.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ none	\$	\$	increased lease revenue TBD

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

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

Referral:
<p>Referred to: _____ Referral Date: _____</p> <p>Recommendation: _____ Meeting Date: _____</p>

Assembly Action:
<p>Meeting Date(s): 5/13, 5/27, 6/10/14 Public Hearing Date(s): 5/27, 6/10/14</p> <p>Postponed to Date: _____</p>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attest:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 05/13/14
Date of First Public Hearing: 05/27/14
Date of Second Public Hearing: 06/10/14

LEASE AGREEMENT
GOAT LAKE HYDRO, INC.
AND
HAINES BOROUGH

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

RECITALS:

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

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

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

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

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

WHEREAS, Grantee has asked to continuing lease the premises, and the borough manager recommends it as being in the best interest of the borough; and

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

WHEREAS, the value is determined to be \$2.10 per square foot for 5,237.5 square foot for a total of \$10,998.75, and HBC 14.16.090 provides that, "[no land shall be leased for an annual rent less than \$500.00 or 10 percent of the appraised value of the land and any improvements thereon owned by the borough, whichever is more],

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

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

Parcel A - a parcel within Lot 4, Section 10, T30S, R59E, CRM, Haines Recording

District, more particularly described as:

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

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

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

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

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

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

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

2. **TERM.** This lease shall be for a period of 25 (25) years, commencing on May 5, 2014, ("Commencement Date") and ending at midnight on May 4, 2039 unless otherwise terminated earlier pursuant to the provisions of Section 5 of this Agreement. The term of this lease may be extended by mutual consent for two (2) additional terms of five (5) years as long as Grantee is not in default of the lease terms and provided the rental amount for the extended term is fixed in compliance with HBC 14.16.080.

3. **RENT.**

A. **Initial Lump Sum Payment.** At the time this Agreement is signed Grantee shall make a lump sum payment of \$7,000 to reimburse Grantor for appraisal costs and administrative costs.

B. **Annual Rental Payment.** Rent shall be due and payable in advance on May 5th of each year, in the amount of \$1,100 per year, beginning May 5, 2014.

C. **Rent Adjustment.** Per HBC 14.16.180(B), the annual rental payable

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

4. **ALLOWED USES.**

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

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

5. **IMPROVEMENTS.**

5.1 **Improvements.**

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

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

5.2. **Damage to and Destruction of Improvements.**

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

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

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

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

6. TERMINATION AND HOLDING OVER.

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

6.2. Holding Over. Upon failure of the Grantee to surrender possession of the demised premises upon the termination of this lease, the Grantee's possession of the demised premises shall continue on a month-to-month tenancy at the yearly rental rate charged in the last year of the last term of the agreement, on a monthly pro-rata basis, plus eighteen percent (18%) of such monthly amount, for each month that the Grantee retains possession of the demised premises after termination and prior to execution of a subsequent or amended lease agreement. The Grantee shall acquire no additional rights to, or interest in the demised premises by holding over after termination of this lease, and shall be subject to legal action by the Grantor to require the surrender of the demised premises. All terms of this agreement shall apply during the hold-over period. The receipt by Grantor of any rent or any other sum of money after the termination in any manner of the term demised, or after the giving by Grantor of any notice hereunder to effect such termination, shall not reinstate, continue or extend the resultant term herein demised, or destroy or in any manner impair the efficacy of any such notice or termination as may have been given hereunder by Grantor to Grantee prior to receipt of any such money or other consideration, unless so agreed to in writing and signed by the Grantor.

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

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

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

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

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

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

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

9. **INSURANCE.** Grantee shall, at its own expense, maintain and keep in force during the term of this Agreement, adequate insurance with an insurance company registered to do business in Alaska, to protect themselves, their agents, and Grantor against comprehensive public liability, property damage, and pollution liability. This insurance shall have a combined single limit coverage for bodily injury, including death, and property damage in the amount of at least one million dollars (\$1,000,000.00) per occurrence. Grantee shall also insure itself and its property from loss from any cause and shall secure business interruption expense, if available. All such insurance shall name Grantor as an additional

insured party, contain a waiver of subrogation endorsement, as required by Section 10 of this Agreement, and provide that the other party shall be notified at least thirty (30) days prior to any termination, cancellation or material change that adversely affects Grantor in such insurance coverage. Grantee shall provide Grantor certificates of insurance coverage required by this Agreement with thirty (30) days of signing this Agreement. The failure of the Grantee to maintain this insurance coverage in full shall constitute a material breach of the Agreement. The failure of the Grantee to name the Grantor as an additional insured shall constitute a material breach of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

19. **MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

GRANTOR: HAINES BOROUGH

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

By: _____
David Sosa
Borough Manager

By: _____
Greg Mickelson
Vice President of Power Operations

Date: _____

Date: _____



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-456Assembly Meeting Date: 6/10/14

Business Item Description:	Attachments:
Subject: Increase from 25% to 50% the cap on stock investments for the permanent fund	1. Ordinance 14-05-380
Originator: Finance Committee	
Originating Department:	
Date Submitted: 4/1/2014	

Full Title/Motion:

Motion: Adopt Ordinance 14-05-380.

Administrative Recommendation:**Fiscal Impact:**

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

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:

Consistent: Yes No**Summary Statement:**

During its meeting on March 10, 2014, the Finance Committee asked for an opportunity to have the assembly consider raising the cap from 25% to 50% the cap on stock investments for the permanent fund.

Referral:

Referred to:

Referral Date:

Recommendation:

Meeting Date:

Assembly Action:

Meeting Date(s): 5/13, 5/27, 6/10/14

Public Hearing Date(s): 5/27, 6/10/14

Postponed to Date:

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

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

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

Section 4. Amendment of Section 3.24.050. Title 3 Section 3.24.050 of the Haines Borough Code is hereby amended, as follows:

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

3.24.050 Investment of the permanent fund.

A. The borough assembly, the administration, the investment managers and the bank custodians shall manage, hold and govern the permanent fund with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use in the management of a similar public fund.

B. Risk shall be reduced by diversification of asset classes and broad diversification of investment securities within each asset class, unless otherwise not prudent to do so.

C. Funds of the permanent fund may be invested in:

1. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations that have a liquid market with a readily determinable market value;

2. Obligations of the state of Alaska or municipalities of the state of Alaska, grade A or better;

3. Bank certificates of deposit that are secured as to the payment of principal and interest in accordance with Alaska law;

4. Corporate obligations of investment grade or equivalent quality as determined by a nationally recognized rating organization;

5. Domestic and foreign common stocks and preferred stocks of publicly traded companies including public real estate investment trusts; provided, that the total exposure to stocks shall be diversified among issuers and sectors and will not exceed ~~25 percent~~ **50 percent** of the market value of the permanent fund;

6. Fixed income (bond) money market funds, mutual funds and index funds with a minimum four-year track record;

7. Equity mutual funds and index funds with a minimum four-year track record and subject to the percentage limitation in subsection (C)(5) of this section.

D. Investment in mutual funds and index funds shall be limited to funds that invest primarily in investments otherwise permitted under subsection (C) of this section.

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

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 05/13/14
Date of First Public Hearing: 05/27/14
Date of Second Public Hearing: 06/10/14



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-470
Assembly Meeting Date: 6/10/14

Business Item Description:	Attachments:
Subject: Clarify management of the Chilkat Center	1. Ordinance 14-05-381
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 5/23/14	

Full Title/Motion:
Motion: Advance Ordinance 14-05-381 to a second public hearing on 6/24/14.

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

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$0	\$0	\$0	n/a

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

Summary Statement:
This ordinance clarifies management of the Chilkat Center for the Performing Arts to reflect the current arrangement of having a management agreement approved by the assembly. The ordinance also further clarifies the role of the Chilkat Center Advisory Board.

Note: The Borough Attorney has reviewed this ordinance.

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

Assembly Action:
Meeting Date(s): 5/27, 6/10/14 Public Hearing Date(s): 6/10/14
Postponed to Date: _____

An Ordinance of the Haines Borough amending Haines Borough Code Title 2 Chapter 2.104 to clarify management of the Chilkat Center for the Performing Arts.

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 Chapter 2.104 Chapter 2.104 of the Haines Borough Code is hereby amended as follows:

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

**Chapter 2.104
CHILKAT CENTER FOR THE PERFORMING ARTS**

Sections:

2.104.010 Chilkat Center for the Performing Arts.

2.104.020 Chilkat Center **Advisory B**oard.

~~2.104.030 Organization of the Chilkat Center board.~~

2.104.040**030** Board vacancies—Filling vacancies. **Powers and Duties.**

2.104.050**040** Duties and responsibilities of the Chilkat Center board **Fiscal Matters.**

2.104.010 Chilkat Center for the Performing Arts.

The Chilkat Center for the Performing Arts, **is** an educational, cultural and convention facility serving the Haines community, ~~including~~ **and includes** a building **facility and assets** owned and staffed by the Haines Borough, ~~and its other assets, is operated and administered in its entirety by a Chilkat Center board of trustees.~~ **The staffing may be in the form of a management agreement approved by the assembly.**

2.104.020 Chilkat Center **Advisory B**oard.

There shall be an advisory board known as tThe Chilkat Center **Advisory B**oard shall consist **composed** of seven members who shall serve staggered terms of three years. **The board shall organize itself and function according to the provisions of Chapter 2.60 HBC. All appointments to the board shall be made according to the provisions of HBC 2.60.030.** The Chilkat Center **managing** director shall be an ex officio member of the board. **Members shall serve until their successors have been confirmed by the assembly. There shall be no pay for board membership.**

~~2.104.030 Organization of the Chilkat Center board.~~

~~A. The board shall elect a chairperson, a vice chairperson, a secretary and a treasurer who shall hold their offices for one year.~~

~~B. The board shall operate under the bylaws of the Chilkat Center for the Performing Arts.~~

~~C. Board meetings shall be held as often as required, but no less than quarterly. Once approved by the board, a copy of the board meeting minutes shall be delivered to the borough clerk for inclusion in the assembly's next meeting packets.~~

~~2.104.040~~ **2.104.030** Board vacancies – Filling vacancies. **Powers and Duties.**

~~A member's position on the board shall be deemed vacated if the member fails to attend three consecutive meetings without being excused by the board. All appointments to the board shall be made according to the provisions of HBC 2.60.055.~~

A. The Chilkat Center Advisory Board shall advise the assembly through the manager on the formulation of policies governing the operation of the Chilkat Center for the Performing Arts.

B. The board shall submit periodic reports to the borough as may be determined by the assembly.

~~2.104.050~~ **2.104.040** Duties and responsibilities of the Chilkat Center board **Fiscal Matters.**
The Chilkat Center board shall:

A. Advise the borough assembly in the operation, maintenance and promotion of the Chilkat Center **The borough may allocate funds from its budget to assist in the operation of the Chilkat Center for the Performing Arts;**

B. On or before February 15th of each year, submit to the borough manager a detailed and itemized estimate of probable revenues and expenditures for the next fiscal year **The managing director through the board shall submit an annual budget and sources of income for the coming year to the borough manager for consideration by the assembly.**

~~C. Make rules and regulations for the administration and control of the Chilkat Center program;~~

~~D. Have authority to allocate borough-appropriated funds for staffing within the scope of the collective bargaining agreement with the Local 71 Union.~~

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

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 05/27/14
Date of First Public Hearing: 06/10/14
Date of Second Public Hearing: __/__/__



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-471
Assembly Meeting Date: 6/10/14

Business Item Description:	Attachments:
Subject: Authorize Execution of a New Lease of the Chilkat Center with Lynn Canal Broadcasting, Inc.	1. Ordinance 14-05-382 2. Proposed 2014 Lease 3. Previous Lease
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 5/1/2014	

Full Title/Motion:
Motion: Advance Ordinance 14-05-382 to a second public hearing on 6/24/14.

Administrative Recommendation:
The borough manager recommends adoption.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0 for lease	\$ 0	\$ 0	See Summary Statement

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives: 11.1.3, Page 275	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------	---------------------------------------------------------------------------------

Summary Statement:

Lynn Canal Broadcasting (KHNS) has been leasing a portion of the borough's Chilkat Center building since 1980. Since 2005, KHNS has managed the facility in lieu of making a lease payment. The manager believes it is in the borough's best interest to enter into a new 5-year lease that provides for the same arrangement. The borough manager will seek assembly approval by resolution of a new management agreement (MOA) prior to adoption of this lease. Under the terms of the new MOA, the current \$12,000 annual borough payment for custodial services would increase by 10% to \$13,200 per year. This amount will impact future operating budgets provided an MOA continues to exist.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 5/27, 6/10/14	Public Hearing Date(s): 6/10/14
	Postponed to Date:

An Ordinance of the Haines Borough authorizing a new lease of the Chilkat Center with Lynn Canal Broadcasting for the purpose of operating a non-profit, public FM broadcasting facility.

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 nonprofit organization known as Lynn Canal Broadcasting, Inc. (KHNS) has been leasing a portion of the borough’s Chilkat Center building, situated on Lot 1A, Block M, Port Chilkoot Subdivision, for the sole purpose of operating a full-service, non-profit, public FM broadcasting facility; and

WHEREAS, the leased premises is approximately 1,744 square feet of commercial space (“the Rental Space”) located above the lobby, adjacent to the projection room, on the second floor of the Building including: storage space in the northwest corridor, office space located on the 2nd floor south corner, and the small storage closet off and above the board room; and

WHEREAS, KHNS has leased this property since June 18, 1980 with the initial lease being for 25 years and a subsequent renewal lease was for five years effective July 1, 2005; and

WHEREAS, the 2005 lease document included an option to renew the Lease for three additional terms of five years each on the terms then offered by the borough, and to secure that right, tenant had to give notice of renewal to Borough Manager in writing not less than 60 days before the end of the then term of June 30, 2010; and

WHEREAS, there is no evidence of a written notice of lease renewal from KHNS nor is there any evidence the borough did not intend to continue the arrangement, therefore a new lease is recommended; and

WHEREAS, the value of the leased premises is determined to be \$1.34 per square foot for a total value of \$2,337 per year; and

WHEREAS, it is the intent of the parties to execute a new, separate Memorandum of Understanding regarding management of the Chilkat Center (“MOU”), and the sole compensation for the management would continue to be in the form of a waiver of the borough’s right to collect rent under this lease agreement until such time as the MOU would cease to exist at which time borough’s right to collect rent shall be immediately and automatically reinstated with a rental rate appropriate for that year of the lease; and

WHEREAS, the assembly concurs the continued leasing of this borough building by KHNS is in the public interest at this time; 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, by the Haines Borough Assembly, that it is hereby determined to be for a public purpose and in the public interest of the Haines Borough to enter that it is hereby determined to be for a public purpose and in the public interest of the Haines Borough to authorize the borough manager to execute a new lease with Lynn Canal

Haines Borough
Ordinance No. 14-05-382
Page 2 of 2

Broadcasting, Inc. for use of the specified portion of the Chilkat Center for the sole purpose of operating a full-service, non-profit, public FM broadcasting facility under the conditions of the attached lease agreement, and for a period of 5 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.

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 MAY, 2014.

Stephanie Scott, Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 05/27/14
Date of First Public Hearing: 06/10/14
Date of Second Public Hearing: __/__/__

**HAINES BOROUGH
LEASE AGREEMENT**

Draft

This Lease Agreement effective May 1, 2014, is adopted this ____ day of _____, 2014, and is entered into by and between the **Haines Borough**, of P. O. Box 1209, Haines, Alaska 99827 (“Landlord”) and **Lynn Canal Broadcasting, Inc.**, an Alaska non-profit corporation of P. O. Box 1109, Haines, Alaska 99827 (“Tenant” or “KHNS”).

Recitals

A. Landlord is the owner of the building and property known as the Chilkat Center for the Arts and having the physical address of 1 Theatre Drive, Haines, Alaska 99827 (“the Building”).

B. Tenant desires to lease a portion of the Building.

C. 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 approximately 1,744 square feet of commercial space (“the Rental Space”) located above the lobby, adjacent to the projection room, on the second floor of the Building including: storage space in the northwest corridor, office space located on the 2nd floor south corner, and the small storage closet off and above the board room. The gross leased area of the Rental Space shall be measured from the interior surfaces of walls less the storage in the northern corridor. No deduction shall be made for columns and/or other structural or mechanical elements within the Rental Space. Tenant may have the nonexclusive use of common areas which include entryways, stairways, hallways, restrooms. Tenant may have use of other Facility rooms, on a space available basis, for KHNS business meetings including annual meetings, but it is not intended for more than two fund-raising events per year.

2. Term. The term of this Lease shall be for five (5) years, beginning on May 1, 2014, and ending on May 1, 2019, subject to renewal or earlier termination as described below.

3. Rent and Security Deposit. Tenant shall pay rent to the Landlord at the base rate of \$1.34 per square foot per month. Landlord agrees to forego the advance collection of a security and cleaning deposit, but wholly reserves its right to seek a full recovery of damages from Tenant in the event of a rent arrearage and/or in the event the premises are returned in a damaged or unclean condition, reasonable wear and tear excepted.

It is the intent of the parties to execute a separate Memorandum of Understanding Regarding Management of the Chilkat Center (“MOU”). If and when such MOU is executed, the parties may agree therein that the Tenant’s obligation to pay rent is suspended, and the Borough’s right to collect rent from the Tenant is waived, until such time as the MOU expires or is terminated by either party. If an MOU is executed with such an agreement, then, unless otherwise provided for in the MOU, the Tenant’s obligation to pay rent, and the Landlord’s right to collect rent, shall be immediately and automatically reinstated as of the effective date of the expiration or termination of the MOU. The reinstated rental rate shall be the rental rate that would be appropriate for that year of the lease, had rent been paid in prior years, without regard to whether any rent was actually paid in prior years.

4. Renewal. Provided Tenant is not then in default, , Tenant shall have an option to renew the Lease for three additional terms of five 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 less than 60 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’s 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 Rental Space 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 Rental Space as identified in paragraph 1. 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 utilities and services as follows:

<u>Utilities</u>	<u>Paid By</u>
KHNS Telephone & internet access.....	Tenant (100%)
Janitorial (within Tenant’s rental Space).....	Tenant (100%)
Electricity – KHNS meter.....	Tenant (100%)
Electricity – Chilkat Center meter.....	Landlord (100%)
Heat.....	Landlord (100%)
Water/Sewer.....	Landlord (100%)
Snow removal/plowing	Landlord (100%)
Trash collection for KHNS.....	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 Rental Space is leased to Tenant solely for the use and operation of a full-service, non-profit, public FM broadcasting 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 Rental Space or any other portion of the Building.

Tenant shall not use the Rental Space or any other part of the Building in any manner that will increase risks covered by insurance or result in an increase in the rate of insurance or a cancellation of any insurance policy, nor shall Tenant use the Rental Space in any manner that will interfere with

any other tenant's or occupant's quiet enjoyment of the premises. This prohibition includes, but is not limited to, habitation of the Rental Space.

Tenant agrees that nothing in this Article or in this Lease shall create any third-party beneficiary rights or relationship in Tenant or in any other entity.

Tenant agrees to use the entire Rental Space, adequately staffed, during the entire term of this lease and any renewal thereof, and 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 Rental Space without Borough Manager's expressed, written consent.

10. Access and Security. Except during Tenant's normal business hours, which Tenant agrees shall be 7:30am to 5:00pm M-F, Tenant shall keep all doors locked and other means of entry to the premises (rental space) closed and secured. Tenant will provide the Landlord keys for each door to the Rental Space. Tenant shall not change any such lock without prior consent of the Borough Manager. Tenant agrees to pay the costs of additional keys and locks, without demand, in the event that Tenant causes Landlord to have to install additional locks or purchase additional keys.

Tenant shall maintain any personal property in or about the Rental Space at Tenant's sole risk. Landlord assumes no responsibility for damage to Tenant's property or loss or theft of such property from the building or the Building. 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.

11. Signs and decor. Tenant may display one or more signs, subject to Borough Manager's advance approval of the size, design, and placement of any and all signs. No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to the Building except those expressly approved by Borough Manager.

Tenant shall decorate the Rental Space in a manner Landlord considers to be tasteful. Landlord retains the right in its absolute discretion to exclude from the Building any decoration or display on grounds of taste or on any other grounds. 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.

12. Return of Premises. Tenant agrees to return the Rental Space in good order, condition and repair at the expiration or sooner termination of the term, excepting only reasonable wear and tear arising from normal use thereof. At such time, Tenant will surrender the Rental Space 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. 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 Rental Space upon return of the premises to Landlord, or Landlord may remove these 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.

Tenant agrees to pay Landlord, within 30 days, upon demand the cost of repairing any damage to the Rental Space or other property of Landlord caused by any act, omission, or negligence of Tenant or Tenant's employee, agent, servant, invitee, or guest.

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 Rental Space in connection with such changes, additions, and alterations.

Tenant shall not make any alteration, addition, or improvement in the Rental Space 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.

Furniture and bulky articles shall be moved in or out of the Rental Space only at such hours and in such manner as shall least inconvenience other tenants and occupants of the Building, and when and as Landlord shall decide; and no article of over 100 pounds per square foot or 500 pounds in the aggregate shall be moved into the Rental Space without the consent of Landlord.

14. Cleaning. Tenant will keep the Rental Space 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 building that is the subject of this lease, 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 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 Building by Tenant or by Tenant's agents, employees, or invitees.

17. Liens. Tenant shall keep the Rental Space 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 Rental Space or the Building to any lien.

18. Inspection by Landlord. Tenant permits Landlord to enter the Rental Space 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 Rental Space.

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

a. unless excused by circumstances permitting the suspension of rent payment(s) under section 3 of this Lease, failure to make any payment required under this Lease as and when due, where such failure shall continue for a period of three days after Tenant's receipt of written notice from Landlord;

b. failure to observe or perform any of the covenants, conditions, rules, or any other nonfinancial provisions of this Lease, other than the making of any payment, where the failure shall continue for a period of seven days after Tenant's receipt of written notice of the failure from Landlord; and/or

c. 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 reenter and relet the Rental Space. 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 reletting; 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 Rental Space.

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
103 Third Avenue S.
Haines, AK 99827
Phone: 907-766-2231
Fax: 907-766-2716

If to Tenant:

Lynn Canal Broadcasting, Inc.
PO Box 1109
Haines AK 99827
Phone: 907-766-2020
Fax: 907-766-2022

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

Haines Borough

By: David B. Sosa

Title: Borough Manager

Lynn Canal Broadcasting

By: Kay Clements

Title: General Manager

Signature Date: _____

Signature Date: _____

**HAINES BOROUGH
LEASE AGREEMENT**

This Lease Agreement effective as of July 1, 2005, is entered into by and between the **Haines Borough**, of P. O. Box 1209, Haines, Alaska 99827 ("Landlord") and **Lynn Canal Broadcasting, Inc.**, an Alaska non-profit corporation of P. O. Box 1109, Haines, Alaska 99827 ("Tenant" or "KHNS").

Recitals

A. Landlord is the owner of the building and property known as the Chilkat Center for the Arts and having the physical address of 1 Theatre Drive, Haines, Alaska 99827 ("the Building").

B. Tenant desires to lease a portion of the Building.

C. 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 approximately 1,744 square feet of commercial space ("the Rental Space") located above the lobby, adjacent to the projection room, on the second floor of the Building including: storage space in the northwest corridor, office space located on the 2nd floor south corner, and the small storage closet off and above the board room. The gross leased area of the Rental Space shall be measured from the interior surfaces of walls less the storage in the northern corridor. No deduction shall be made for columns and/or other structural or mechanical elements within the Rental Space. Tenant may have the nonexclusive use of common areas which include entryways, stairways, hallways, restrooms. Tenant may have occasional use of other Facility rooms, on a space available basis, for KHNS business meetings including annual meetings but is not intended for fund-raising events.

2. Term. The term of this Lease shall be for five (5) years, beginning on July 1, 2005, and ending on June 30, 2010, subject to renewal or earlier termination as described below.

3. Rent and Security Deposit. Tenant shall pay rent to the Landlord at the base rate of \$1.25 per square foot per month. Landlord agrees to forego the advance collection of a security and cleaning deposit, but wholly reserves its right to seek a full recovery of damages from Tenant in the event of a rent arrearage and/or in the event the premises are returned in a damaged or unclean condition, reasonable wear and tear excepted.

It is the intent of the parties to execute a separate Memorandum of Understanding Regarding Management of the Chilkat Center ("MOU"). If and when such MOU is executed, the parties may agree therein that the Tenant's obligation to pay rent is suspended, and the Borough's right to collect rent from the Tenant is waived, until such time as the MOU expires or is terminated by either party. If an MOU is executed with such an agreement, then, unless otherwise provided for in the MOU, the Tenant's obligation to pay rent, and the Landlord's right to collect rent, shall be immediately and automatically reinstated as of the effective date of the expiration or termination of the MOU. The reinstated rental rate shall be the rental rate that would be appropriate for that year of the lease, had rent been paid in prior years, without regard to whether any rent was actually paid in prior years.

4. Renewal. Provided Tenant is not then in default, , Tenant shall have an option to renew the Lease for three additional terms of five 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 less than 60 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’s 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 Rental Space 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 Rental Space as identified in paragraph 1. 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 utilities and services as follows:

<u>Utilities</u>	<u>Paid By</u>
KHNS Telephone & internet access	Tenant (100%)
Janitorial (within Tenant’s rental Space).....	Tenant (100%)
Electricity – KHNS meter.....	Tenant (100%)
Electricity – Chilkat Center meter	Landlord (100%)
Heat.....	Landlord (100%)
Water/Sewer.....	Landlord (100%)
Snow removal/plowing	Landlord (100%)
Trash collection for KHNS.....	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 Rental Space is leased to Tenant solely for the use and operation of a full-service, non-profit, public FM broadcasting 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 Rental Space or any other portion of the Building.

Tenant shall not use the Rental Space or any other part of the Building in any manner that will increase risks covered by insurance or result in an increase in the rate of insurance or a cancellation

of any insurance policy, nor shall Tenant use the Rental Space in any manner that will interfere with any other tenant's or occupant's quiet enjoyment of the premises. This prohibition includes, but is not limited to, habitation of the Rental Space.

Tenant agrees that nothing in this Article or in this Lease shall create any third-party beneficiary rights or relationship in Tenant or in any other entity.

Tenant agrees to use the entire Rental Space, adequately staffed, during the entire term of this lease and any renewal thereof, and 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 Rental Space without Borough Manager's expressed, written consent.

10. Access and Security. Except during Tenant's normal business hours, which Tenant agrees shall be 7:30am to 5:00pm M-F, Tenant shall keep all doors locked and other means of entry to the premises (rental space) closed and secured. Tenant will provide the Landlord keys for each door to the Rental Space. Tenant shall not change any such lock without prior consent of the Borough Manager. Tenant agrees to pay the costs of additional keys and locks, without demand, in the event that Tenant causes Landlord to have to install additional locks or purchase additional keys.

Tenant shall maintain any personal property in or about the Rental Space at Tenant's sole risk. Landlord assumes no responsibility for damage to Tenant's property or loss or theft of such property from the building or the Building. 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.

11. Signs and decor. Tenant may display one or more signs, subject to Borough Manager's advance approval of the size, design, and placement of any and all signs. No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to the Building except those expressly approved by Borough Manager.

Tenant shall decorate the Rental Space in a manner Landlord considers to be tasteful. Landlord retains the right in its absolute discretion to exclude from the Building any decoration or display on grounds of taste or on any other grounds. 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.

12. Return of Premises. Tenant agrees to return the Rental Space in good order, condition and repair at the expiration or sooner termination of the term, excepting only reasonable wear and tear arising from normal use thereof. At such time, Tenant will surrender the Rental Space 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. 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 Rental Space upon return of the premises to Landlord, or Landlord may remove these 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.

Tenant agrees to pay Landlord, within 30 days, upon demand the cost of repairing any damage to the Rental Space or other property of Landlord caused by any act, omission, or negligence of Tenant or Tenant's employee, agent, servant, invitee, or guest.

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 Rental Space in connection with such changes, additions, and alterations.

Tenant shall not make any alteration, addition, or improvement in the Rental Space 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.

Furniture and bulky articles shall be moved in or out of the Rental Space only at such hours and in such manner as shall least inconvenience other tenants and occupants of the Building, and when and as Landlord shall decide; and no article of over 100 pounds per square foot or 500 pounds in the aggregate shall be moved into the Rental Space without the consent of Landlord.

14. Cleaning. Tenant will keep the Rental Space 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 building that is the subject of this lease, 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 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 Building by Tenant or by Tenant's agents, employees, or invitees.

17. Liens. Tenant shall keep the Rental Space 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 Rental Space or the Building to any lien.

18. Inspection by Landlord. Tenant permits Landlord to enter the Rental Space 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 Rental Space.

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

a. unless excused by circumstances permitting the suspension of rent payment(s) under section 3 of this Lease, failure to make any payment required under this Lease as and when due, where such failure shall continue for a period of three days after Tenant's receipt of written notice from Landlord;

b. failure to observe or perform any of the covenants, conditions, rules, or any other nonfinancial provisions of this Lease, other than the making of any payment, where the failure shall continue for a period of seven days after Tenant's receipt of written notice of the failure from Landlord; and/or

c. 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 reenter and relet the Rental Space. 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 reletting; 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 Rental Space.

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
103 Third Avenue S.
Haines, AK 99827
Phone: 907-766-2231
Fax: 907-766-2716

If to Tenant:

Lynn Canal Broadcasting, Inc.
PO Box 1109
Haines AK 99827
Phone: 907-766-2020
Fax: 907-766-2022

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

Haines Borough

By *Robert Venables*
Title *Borough Manager*

Lynn Canal Broadcasting

By *John HEORICK*
Title *General Manager*

John Heorick
1/6/2000



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-472

Assembly Meeting Date: 6/10/14

Business Item Description:	Attachments:
Subject: Allow Off-Premises Signs on Private Property	1. Ordinance 14-05-383 2. Memo from the Mayor 3. Memo from the Planning & Zoning Technician 4. 2011 Recommendation from the Planning Commission
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 5/19/2014	

Full Title/Motion:
Motion: Advance Ordinance 14-05-383 to a second public hearing on 6/24/14.

Administrative Recommendation:

Fiscal Impact:

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

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives: Page 95	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
----------------------------------------	---------------------------------------------------------------------------------

Summary Statement:

The comprehensive plan talks about supporting and strengthening the many existing businesses in Haines that are engaged in retail trade. It also stresses the importance of maintaining quality of life which includes the environment and appearance of the town. This ordinance allows off-premises signs on private property with documented permission from the property owner and also restricts the signs to a certain size. This ordinance attempts to strike a balance between allowing businesses "off the beaten path" to promote and regulating the signage. Large billboard signs would still be prohibited. Also, since an off-premises sign would have to count as part of a business's permitted signage total, it should restrict their use. The planning commission recommended handling this by conditional use, but a former G.A.S. committee struggled with that as well as how to handle state signage regulations. This ordinance addresses the state requirements and also proposes to handle off-premises signs simply as part of the borough's existing sign permit process.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 5/27, 6/10/14	Public Hearing Date(s): 6/10/14
	Postponed to Date:

An Ordinance of the Haines Borough amending Haines Borough Code Title 18, Chapter 18.90 to allow the placement of off-premises signs on private property.

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 Chapter 18.90. Haines Borough Code Chapter 18.90 is amended, as follows:

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

18.90.010 Purpose.

The purpose of these sign regulations is to encourage the effective use of signs as a means of communication in the borough; to maintain and enhance the aesthetic environment; to ensure the business community quality signs to adequately identify and market their businesses; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on adjacent public and private property; and to enable the fair and consistent enforcement of these sign regulations.

18.90.020 Applicability – Effect.

All signs erected, constructed, altered or replaced in the townsite planning/zoning district must comply with the requirements of this chapter **and with AS 19.25.075-19.25.180 as it may apply**. There shall be no variances from the requirements of this chapter.

18.90.030 Permits.

A. All signs require a permit issued by the borough unless exempted by HBC 18.90.060. A permit application for a sign may be considered part of a land use permit application or may be considered separately. There shall be a fee for a sign permit application if considered separately.

B. Sign permit applications shall include plans for all signs to be placed. The plans shall illustrate sign elevations, cross sections, dimensions, placement, materials and lighting, or any similar information.

C. A sign permit application will be reviewed and either approved or disapproved by the manager **or designee** within three working days after receipt of a complete application.

18.90.040 Number of signs.

A. The number of allowable signs per business shall be limited to four and shall include all wall-mounted, projecting, portable, ~~or~~ freestanding, **or off-premises** signs. Each business shall be limited to one freestanding sign.

B. Each separate business in a building containing more than one business shall be allowed up to four signs, provided the total sign area per building wall does not exceed the maximum sign area allowed for that building wall.

C. Projecting Signs. The number of projecting signs per business shall be limited to two, each having no more than two sign faces.

18.90.050 Required setback, placement, construction and lighting standards.

A. All signs shall be located so as to achieve their purpose without constituting a hazard to vehicles or pedestrians.

B. Projecting Signs. No part of a projecting sign shall extend within three feet of a street curb or traveled way. If hung under a canopy, marquee or awning, a projecting sign shall have no less than seven feet of clearance between the bottom of the sign and the sidewalk. Projecting signs shall not extend above the building roof peak or eave.

C. Freestanding and Portable Signs. Freestanding and portable signs shall not be located so that they obscure traffic or sight angles at intersections or driveways, or in any location prohibited by state regulation. Freestanding signs shall not be located within the required building setback.

D. Off premises signs are allowable on private property with a notarized letter of consent from the property owner.

⊘ E. All permanent signs shall be constructed of rigid, permanent and weather-resistant materials.

18.90.060 Signs exempt from regulation under this chapter.

The following signs shall be exempt from regulation under this chapter, provided these signs, if placed on private property, conform to the setback and placement standards set forth in HBC 18.90.050+. **These signs are still subject to AS 19.25.075-19.25.180 as it may apply.**

A. Signs required by law, or temporary signs serving as public notice of a public event;

B. Works of art, including murals, that do not contain a commercial message;

C. Holiday lights or decorations;

D. Traffic control, parking, directional or informational signs or devices, provided they contain no commercial message;

E. Real estate signs up to six square feet advertising the sale, lease or rental of property upon which they are placed;

F. Temporary display window signs on the interior surface of windows;

G. Permanent signs in existence before June 19, 1996. Such signs shall not be replaced, moved, enlarged, altered, or reconstructed except in compliance with this chapter;

H. Political signs up to 24 square feet in area displayed on private property. Such signs may be erected no more than 60 days prior to the election date and must be removed no later than seven days following the election date;

I. Small informational signs related to the operation of a business, such as "Open/Closed" or credit card signs;

J. Construction signs not exceeding 32 square feet erected during construction, alteration or repair of a structure;

K. Signs of less than two square feet giving information about a residential building or its occupants;

L. Signs on vehicles used for commercial purposes containing information related to the vehicle's commercial use. Vehicle signs shall be attached to the surface of the vehicle and shall not project from the vehicle surface more than the sign thickness. Vehicle signs include painted or magnetic signs;

M. Temporary signs used to advertise casual and isolated sales not made in the regular course of business. Such signs shall be located on private property and utilized only while the items for sale are available on that site. No more than one sign shall be allowed on the site for this purpose. The sign shall be portable, no larger than 16 square feet in area, shall not include the name of any business, but may show the name of a product for sale. The sign shall be removed from the site at the end of the business day. No temporary sign exempted under this subsection shall be allowed for more than two consecutive days at any one site.

18.90.070 Prohibited signs.

The following signs are prohibited in the borough in areas where signs are regulated:

A. Beacons;

B. Pennants, except for temporary uses of no more than 10 days;

C. Signs which extend more than four feet above the roof of a building measured from the elevation of the roof where the sign is attached. The top of the sign shall not exceed the 30-foot building height restriction;

D. Flashing or blinking signs;

~~E. Off-premises signs, except as allowed by HBC 18.90.090(A)(7);~~

~~F.~~ E. Portable signs on public property such as streets, sidewalks, alleys and other public property, including sandwich signs, with the following exception:

1. Until such time as the borough assembly shall determine that traffic patterns have changed rendering this exception no longer advisable, Portage Street, in the significant structures area, shall be exempt from this prohibition; provided, that the portable sign is placed no closer than three feet from the curb, is adjacent to the property on which the business advertised on the sign is located and meets all other requirements of this chapter;

~~G.~~ F. Inflatable signs and tethered balloons;

~~H.~~ G. Temporary signs made of paper or such other temporary material. Manufactured signs made of Tyvek, plastic or similar materials are allowed if they are attached securely to a building, they are maintained in good condition and their area is counted in the total sign area allowed for that building wall;

~~I.~~ H. Signs advertising activities or products no longer offered on the premises. Such signs shall be removed within 90 days of the cessation of that business activity on that property;

~~J.~~ I. Signs designed to be transported, towed or moved on wheels (see off-premises signs, subsection (E) of this section);

~~K.~~ J. Signs extending from a vehicle by more than the thickness of the sign;

~~L.~~ K. Placement or distribution of handbills, flyers or bumper stickers on public property, except on public bulletin boards.

L. Billboards, defined as any signboards, signs, displays, notices or forms of outdoor advertising that do not strictly comply with the provisions of this chapter.

18.90.090 Sign standards – Commercial, waterfront, waterfront industrial, heavy industrial, light industrial/ commercial, rural mixed use and multiple use zones.

A. Allowed Signs.

1. Freestanding signs, provided the total height of the sign, including supports, is the lesser of 16 feet or the height of the commercial building.

2. Projecting signs.

3. Wall-mounted signs.

4. Portable signs.

5. Neon signs mounted in windows.

6. Internally lit signs.

7. Banners announcing public, civic or nonprofit events, provided the banner also receives approval of the State **Alaska** Department of Transportation if placed across a state highway **or within a state right of way**, is placed no more than 15 days prior to the event and is removed within two days of the completion of the event. Banners placed across a street shall maintain a clearance of 18 feet between the bottom of the banner and the street.

8. Temporary off-premises signs **on public property** advertising community events sponsored by a public, civic or nonprofit organization; provided **approval is first obtained from the Alaska Department of Transportation if the sign is to be placed within a state right of way and**, that such signage is in place for no longer than 10 days.

9. An off-premises sign on private property shall not exceed 16 square feet in area per sign face, no more than two sign faces per sign structure, and a maximum height of four feet.

B. Dimensional Standards. Total sign area per building wall shall not exceed 10 percent of the total square foot area of that building wall or 32 square feet, whichever is greater.

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

ATTEST:

Stephanie Scott, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 05/27/14
Date of First Public Hearing: 06/10/14
Date of Second Public Hearing: ___/___/___

Memorandum

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

DRAFT

May 21, 2014

To: Haines Borough Assembly

Cc: Dave Sosa, Manager
Julie Cozzi, Clerk
Rob Goldberg, Chair, Planning Commission

From: Stephanie Scott, Mayor, Haines Borough

Subject: Off-premises signs

Three years ago the community began to wonder how to provide for signage for businesses tucked into side streets or at least, “off the main drag.” The preferred solution of the typical business in this situation – exemplified by the Chilkat Bakery or Dejon Delights – is to display “off premises” signs either as free-standing sandwich boards or signs affixed to another building or post.

The problem is that Haines Borough Code does not allow “off premises” signs (18.90.070 (E)) unless they are temporary (18.90.090 (A) (8)). Code provides a standard for free-standing signs (18.90.090 (A) (1)) which presumably applies to sandwich signs. In other words, free-standing signs are allowed, if they conform to a standard and if they are on the business’s premises.

One solution to this situation was proposed by the planning commission – to allow an off-premises sign with a conditional use permit – and the Assembly at the time asked the Government Affairs and Services Committee to weigh in. The committee did meet but as they delved into Alaska signage law (since there are so many state rights of way in town) the matter took on a frustrating complexity. The borough clerk proposed a substitute draft for the committee’s consideration. Unfortunately, the ordinance effort has languished.

As you know, our conditional use permit process requires a \$150 fee, consideration and recommendation from the manager according to 8 criteria, a public hearing before the Planning Commission, and a decision by the Planning Commission. Upon

reflection, utilization of the conditional use permit process for this purpose seems laborious for the impact that the off-premises sign could have for the community.

Please consider introducing the proposed ordinance that would modify code to allow a business owner to apply for a sign permit (\$25 fee) for an off-premises sign on private property under 18.90.030. The additional qualification in order to be eligible for an off-premises sign permit would be a notarized letter of consent from the owner of the premises on which the sign is to be placed, and compliance with size restrictions.



HAINES BOROUGH
Planning & Zoning Department
P.O. Box 1209
Haines, AK 99827-1209
907-766-2231 Ext. 23
907-766-2716 (fax)

May 23, 2014

To: Haines Borough Assembly
From: Tracy Cui
Planning & Zoning Technician
Re: ORD_14-05-383 Title 18 Off-Premises Signs

Julie Cozzi asked I provide you with advice regarding the above-listed draft ordinance. I have reviewed and revised the proposed ordinance with minor changes.

The ordinance is to regulate the erection and placement of certain off-premise signs in Haines. The purpose of the ordinance is to protect and promote the economic development of the tourist industry and provide for the protection of the quality of life for residents and visitors.

The Planning Commission discussed this topic and recommended the Assembly further consider adopting the ordinance in 2011. As a planner, I am aware of the needs for local businesses to adequately identify their products and services. I am also aware of the importance of providing reasonable regulations while safeguarding the interest of local businesses.

I am willing to move forward with it if this is also the intent of the Assembly. Thank you for considering this. Please let me know if you have any questions.

Haines Borough
**BOROUGH ASSEMBLY
ACTION REQUEST**

DATE: June 22, 2011

To: Borough Assembly


FROM: Haines Borough Planning Commission

PLANNING COMMISSION ACTION: M/S: Hedden/Maynard: To recommend that the Borough Assembly adopt ordinance 11-06-270 to amend Haines Borough Code 18.90.050 & 18.90.070 to allow the display of off premises signage as a conditional use. The motion passed unanimously 5 to 0.

RATIONALE: The allowance of off premises signage would be helpful in promoting local businesses that are not on main throughways to travelers.

PLANNING COMMISSION REQUEST: To adopt ordinance xx-xxx-xx to amend HBC 18.90.050 & 18.90.070 to allow the display of off-premises signage as a conditional use.

SUBMITTED BY

 (signature) 6/22/2011

Lee Heinmiller
Planning Commission Chairman



MANAGER'S REPORT

DATE: June 10 2014
 TO: Mayor and Borough Assembly
 FROM: David B. Sosa, Borough Manager

BOROUGH ADMINISTRATION MISSION

Under the guidance and direction of the Borough Assembly, the mission of the Haines Borough Administration is to deliver critical and desired services; to protect the safety and well-being of the community; and to create conditions for a vibrant, sustainable economy that enhances and safeguards quality of life

Recognition:

I would like to thank our Harbormaster Mr. Phil Benner, the crew of the Ports & Harbor Department, Ms. Leslie Ross, Ms. Tammy Piper, and the team from the Tourism Department for their efforts in coordinating the Cruise Ship Dock Opening Ceremony. Their actions helped the community properly recognize the hard work of all those who planned, built, and toiled to see that new dock through to completion. BRAVO ZULU!

Comments:

Since publication of the last Manager's report action has been initiated on tasks assigned in the last Assembly Meeting while action has been completed on property appeals, installation of the E-91 system, and sales tax reviews. Several reports including the Rail Study and the Lutak Dock Study have been posted to the Borough website. Additionally, the Borough staff conducted an impromptu After Action of the activities during the Beer Fest weekend and initiated a more structured engagement process for the Bike race and the Fair as a result of lessons identified.

As I move into my third month in office I have a better sense of the capabilities of the staff, the focus of the Assembly, and the needs of the community. My near term goals focus on ensuring services to residents and visitors through the busy season and developing a structured training program for new employees and supervisors. I also hope to provide opportunity to expose Assembly Members, Board & Committee Members, and members of the public to the same departmental tours our supervisors have received. The knowledge gained has given the staff a greater appreciation for the mission of each department and of the restraints and restraints associated with daily operations. Looking further out into early the late summer I plan to work with the Assembly on identifying longer term priorities and goals so that we are position to begin October with an introduction to the FY 16 Budget Process.

Administration:

Community & Economic Development Position Description (DRAFT): On 21 May the Personnel Committee and the Manager met to review the role of this department and the position description. A revised DRAFT was sent out the Assembly and is included for approval.

Training: This week the Department Heads participated in a Collective Bargaining Agreement training session conducted by Mr. Tom Brice the Business Agent for the Alaska District Council of laborers. Next week's training will consist of Departmental briefs for Police and Fire while the following week will be Library and Museum. In August, Ms. Mila Cosgrove, the Human Resources Director for the City/Borough of Juneau will provide a 3 day Supervisor's Seminar. We are also pursuing web based training for the staff and the Assembly. The following courses are being reviewed for inclusion in this summer's training:

- Building a Great Workplace: Ethics, Respect, and Safety (ICMA Webinar)
- Charting the Course and Staying on It: Strategic Planning, Managing Workflow, and Budgeting (ICMA Webinar)
- Priority-Based Budgeting: How to Engage Citizens and Elected Officials ▲(ICMA Webinar)
- A Higher Standard: Performance, Accountability, and Customer Service (ICMA Webinar)
- Job Performance Appraisal and Evaluation (APEI Webinar)
- Social Media for Public Employees (APEI Webinar)

Clerk

Election Policy Paper: On 27 May the Assembly tasked the Manager to create an election Policy paper. This task has been assigned to the Borough Clerk with a completion date of 15 August 2014.

Facilities:

Borough Radio Communication System and E-911

The remaining work for this project consists mainly of work at the 26 mile repeater and Klehini Valley Volunteer Fire Department. The contractor is scheduled to complete the work by the end of July.

High School Air Handling Unit

The Air Handling Units arrived in Haines this week. Demolition of the existing units is scheduled to begin on July 7. Installation of the new units is scheduled to begin July 14.

PC Dock and Letnikof Harbor Upgrades

The PC Dock Ribbon Cutting ceremony was held on June 5. At this time the final inspection was completed by PND and staff. Special thanks to all who took part in this project: Pacific Pile and Marine, PND, Borough departments harbor, water/sewer, public works, finance, administration, and facilities. Thanks to all of the residents of Haines for your patience during the loud construction.

Third Avenue Reconstruction

Construction began on June 2 with the removal of the asphalt on the north end of 3rd Ave. Work continues to progress on schedule.

June 4 Earthquake

No apparent damage was suffered by any Borough facilities during the 5.7 earthquake that struck on June 4.

Borough Mechanic/Operator

Leighton Smith began his employment with the Public Works department as a mechanic/operator on June 1. Leighton is an experienced operator and heavy equipment mechanic and we are pleased to have him join our team.

Mt. Riley Recreation Area

Staff has issued an RFP for the clearing of trees from the area of Mt. Riley that has been identified as the new recreation (sledding) area.

Finance:

Sales tax reviews were conducted last week on 5 businesses operating in the Haines Borough. The reviews were conducted in order to verify compliance with Haines Borough code and were completed by the Borough's auditors, Elgee Rehfeld Mertz, LLC. Finance continues to work on data conversion to migrate our property tax collection to a new database. Also, we continue to pursue collections for delinquent sales tax. We have recently issued a 10 day notice to the most delinquent businesses. This notice will be followed by an assessment and court action.

Fire & Emergency Services

Dispatch Costs: on Friday June 6th the Manager met with the team from the KVVFD to discuss apportionment of dispatch costs. A recommendation was made to have the respective Fire Chiefs and the CFO meet and to develop options for how to address this for FY 16.

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

IT:

Technical Upgrades to the Assembly Chambers: The Borough Clerk has been working with Warren on the technical upgrades to the Assembly Chambers. This is a CIP project being handled in phases with the first being a new audio sound/recording system and electrical upgrades. Video recording and conferencing will be the next phases and will require additional funding. This first phase is expected to use all of the \$15K allocated in the FY14 CIP, and completion is projected for the first of August. The sound system will have new microphones (including a designated mic for audience members to walk up to when speaking). It will also have two wall-mounted speakers in the chambers and one in the entryway for overflow. The recording system we are looking at will create bookmarks and allow the clerks to imbed audio into PDF versions of the minutes. Citizens will have the option of listening through the website or saving the PDF with audio to their own computer. Electrical outlets will be added to the dais for iPads, etc. Speaker and mic

cables will be run under the floor, as much as possible, for appearance and safety reasons. The sound board and recorder will be rack-mounted in the corner behind the clerk's chair at the dais.

Land Assessment-Planning & Zoning:

Assessment: is auditing the tax roll for correct changes of value that occurred as a result of settled appeals submitted. Once the Tax Roll is completed the assessment team will complete and file the Annual Report with the State Assessor's Office. The Annual Report is due July 1, 2014.

Planning & Zoning: The new Borough parcel viewer is up and running. It is much more accurate than the existing GIS/property viewer, and it will work with browsers other than the older versions of Internet Explorer. Now that it is ready, staff has been working on an implementation plan to include: 1) providing public access through the website; 2) developing instructions for access and use; 3) advertising through the local media and public notices; and 4) specifically notifying known users such as real estate professionals. This information will go out within the next two weeks.

Legal:

BSV CUP Appeal: The court record is being prepared by the Clerk's Office and will be sent to the Borough Attorney. All communication for this case is being conducted through the Borough Attorney.

Police:

Chief Musser is taking a leave of absence to spend some time with his family in Idaho. He is scheduled to return on June 11.

The new E-911 and Radio equipment is installed and running. Installation of new video surveillance equipment is nearly complete.

Ports & Harbors:

Lutak Dock: The Echelon Engineering Lutak Dock report is now posted on the Borough website. The report highlights that the cells themselves are in fair shape but the closure areas of the cells and the upland geotech fabric installed has failed in numerous places. Where the cells come together there is loss of fill at seven different areas. These areas are rated in poor condition by Echelon Engineering. Where cells seven and eight meet there is a "rip" from top to bottom of the closure.

During a conference call with PND and Echelon Engineering on Monday 2 June the engineers stated that there is "not an imminent catastrophic problem" but there are concerns based on where thinning of the cells has occurred. Since original design in the late 1950's the structure has lost an average of 37% thickness on the cells. The thickness varies with location with thicker areas at the top and thinner areas at the bottom of the cells. On some cells the reading at the base was as thin as 0.175 inches down from an original thickness of .500 inches (See Echelon Engineering, Inc. report 14-2499, Inspection and Assessment of Lutak Dock Haines, Alaska, pg C-1, Table 1). This places the weakest areas of the

structure in the zone most exposed to pressure and wave action. An added concern is that seismic activity has the potential to cause failure at the base in these weak areas which could collapse the cells.

Given the age of the facility, the structural degradation, the potential for seismic activity, and the importance of the structure to the economic vitality of the Borough I recommend a structural assessment be conducted to determine the current capacity of the facility. The study should assess ability to handle loads of current and anticipated use as well as assess the structure's ability to meet seismic requirements for operating and contingency scenarios.

The study conducted by Echelon Engineering was budgeted at \$85K but used approximately \$55K-\$60K. A conversation with Mr. Dick Sommerville, the VP of PND Engineers, on 5 June 2014 revealed that the remaining amount should be sufficient to conduct the structural analysis.

Recommendation: Authorize PND to conduct a structural study of Lutak Dock to determine the current capacity of the facility to handle loads of current and anticipated use as well as assess the structures ability to handle modern seismic requirements for operating and contingency. Funding for this study would come from remaining funds for the current scope of work.

Portage Cove Harbor: The draft sediment sampling and analysis plan is out to the agencies for comment over the next month. This is the next step in the harbor expansion plan process.

14-CSMI-003 Haines Borough Fish Waste Disposal: I am pleased to report that on 2 June 2014, the Department of Commerce, Community, and Economic Development approved an additional \$6,000 in funding for this project. This will enable the Borough to fully-fund the project as originally proposed.

Sheldon Museum & Cultural Center:

Visitor count: 1,309 visitors (835 in May 2013) – 474 more than last year

Grants: Rasmussen Foundation and Museum's Alaska's Art Acquisition Fund in process for purchasing the Heidi Robichaud scrimshawed mammoth tusk, "Eye of the Creator." An NEH Preservation Assistance Grant submitted for an environmental assessment of the building by an engineer familiar with museum requirements.

Camps: Signed a Memorandum of Agreement with the Haines Science Camp to run summer camps from the museum property. The first camp began June 2 with 7 children grades 1-3.

Tourism:

New Director: Leslie Ross started work 6/2/14 and is off to a busy start. I would like to give special notice to Tammy Piper for filling in as Interim Director and leaving the department very organized and putting in extra effort over the last few months. As well, additional staff, Linda Moyer, for extra duties during this time

Shuttle: The schedule for shuttle transportation between Fort Seward and the Fairgrounds for the Salmon BBQ following the Bike Race is being coordinated.

Fireworks: Haines lost the licensed administrator Wildefire Pyrotechnics for our fireworks display. We have called the Skagway CVB and the Juneau Chamber and let them know we would like to share their provider but they are also without a provider. Unless a solution is found there will not be a fireworks display for the 4th of July.

Other:

Kluane Chilkat International Bicycle Relay: There will be a coordination meeting between Borough Personnel (Police, Fire, Tourism, Facilities) and race organizers on Friday 6 June. The focus will be on ensuring appropriate support for the event and on de-conflicting activities and schedules.

Ski Trails: On 27 May, the Assembly tasked the Manager to find a mechanism to develop ski trails within the Borough. The Tourism Director was assigned as lead for this project with the following assignment-Task to group: Under the direction of Tourism Director examine potential of developing ski trails and impact to local economy for winter tourism. Specifically, look at funding sources for purchase of a groomer. Compare and Contrast the following options: 1. Borough Purchase and ownership. 2. Borough supporting purchase with ownership by ski club 3. Present other viable alternatives.

Locals Riding Cruise Ship Shuttle: On 27 May, the Assembly tasked the Manager to examine the possibility of permitting locals to ride cruise ship shuttle. The answer to this question is no. The shuttle is paid for by the Head Tax and the funds form that are dedicated to supporting structures and activities for Cruise Ship Passengers. In the past, sidewalks were paid for using this tax because it aided mobility of cruise ship passengers from the Dock to other areas in town. While a sidewalk can support many people moving along it simultaneously, a bus has a limited number of seats. Allowing local residents to ride can create a situation where those who are paying the tax cannot access the service they are paying for.

Rail Study: The completed Rail Study is available on the Borough Web Site. The report examines four scenarios of commercial and public investment with varying potential values. Each scenario is heavily dependent on business development and investment by multiple stakeholders.

- Haines-Carmacks Public/Private Partnership (\$3.5 billion)
- Haines-Delta Junction Government Investment (\$7.2 billion)
- Haines/Alberta Oil Sands Integrated Rail Investment (\$3.9 billion)
- Haines-Crest Iron Ore Mine Owned Railway Investment (\$8.9 billion)

April Statistics

Visits: 7,628

Monthly Circulation: 8,232

Internet Use: 1658 WiFi: 1,237

Meeting Room Use: 36, Attendance: 242

Library Programs: 65, Attendance: 911

Non-Library Programs: 4, Attendance: 21

Director's Report**May 21, 2014****Updates**

- National Library Week was a busy week for library staff. The variety of programs and music brought 1,876 people into the library during the week. Over 170 people participated in the special programs designed for celebrating libraries. It was also fine forgiveness week. While we had a few library patrons pay fines anyway, forgiven fines totaled \$1,865.
- Weekly department manager meetings have included regular meeting agenda issues as well as staff training and development. Next week the meeting will include our first field trip as we all become familiar with each department's roles and responsibilities.
- The library catalog page has received a couple of updates. Font size was increased in response to patrons request and a picture of the library was added. There is also a link for the children's catalog. This catalog is divided into categories by picture. The catalog computer in the children's room has been changed to link directly to the children's catalog page. In addition, we will be adding a touch screen to this computer. As with the main library catalog, this is searchable from home.
- Erik is working on setting up a computer near our reference section that will link directly to the statewide database resources via SLED (statewide Library Electronic Doorway) and the Digital Pipeline. Library patrons will easily be able to access and become more familiar with the many free resources available to them through the State Library.
- Janine has started to download the magazine subscriptions to an iPad for in-library check-out and use. Many of our print subscriptions, such as the New York Times, include free unlimited digital access. Having access to both will offer our patrons an option for browsing and reading periodicals.
- Reba is working with Chip Lende to order the new door for the Reading Room. This project is funded by a Chilkat Valley Community Foundation grant and the Friends of the Library.
- Jessie Morgan was awarded the American Indian Library Association travel scholarship for attendance to the Association of Tribal Archives, Libraries and Museums conference. Congratulations to Jessie on her successful application!
- The staff spent Wednesday, May 14 from 9-3 doing extra cleaning and project planning prior to the summer rush. Subject labels are in place in the non-fiction DVD section for the beginning of Wordthink, books were repaired, shelves were dusted and computers were thoroughly cleaned.

Haines Borough Public Library

- During the month of April, I responded to 4 different requests for further information about our current Enhancement grant project. Each of these locations is hoping to create something similar in their own locations.

Staffing

- Abbie Diggins and Rebekah Green will be assisting us this summer as our library pages. Abbie will work 15 hours per week while Rebekah will fit her hours in amongst her summer travels prior to leaving for college. Their salaries will be paid for by the Friends of the Library.
- Janine will be gone for 2.5 weeks in June. Jedediah will be picking up her hours while she is gone.
- As we approach the end of this fiscal year, I am looking at the budget with Jila to determine if we might have funds available to hire a library aide soon.

Program Highlights

- Drum Circles happened Tuesday evenings throughout the month of April. Eighty-three people joined in the programs to learn more about songs important to the Tlingit culture.
- The library is working with the Wildlife division of the Alaska Department of Fish and Game out of Juneau. Bat monitoring equipment is available for check out with your library card. There are two driving routes where data is being collected. With the equipment, you will hear bat calls which are normally inaudible to the human ear. Thirty minutes after dusk, cruise a route and collect data on bat activity. Visit the library and sign up for a Driving Survey.

Upcoming

- May 23, 11am is the kick-off for the Summer Reading program. The theme for this year is *Fizz, Boom, Read!*
- On June 13 from 3-4:30, Barbara Lavalley, children's book illustrator will be at the Library. Barbara is the artist of the popular book, *Mama, Do You Love Me?* Her books will be available for purchase following the event.
- Jessie, Erik and I will be attending the Association of Tribal Archives, Museums and Libraries (ATALM) conference June 9-13. The title of our presentation, *From Preservation Comes Revitalization - The Chilkat Valley Storyboard: A Place Names Project* is scheduled for the first day of the conference. We will also be participating in a poster session and IMLS Enhancement grantees meeting. Funds for this travel come from State Library continuing education scholarships, the American Indian Library Association scholarship and the Enhancement grant.
- Prior to the ATALM conference, with the permission of Borough Manager Dave Sosa, I will be traveling to Las Vegas to attend a Harwood Institute Public Innovator's Lab, June 3-6. I will be out of town at conferences and training June 3- 13. Rebecca Heaton, Assistant Director, will be in charge while I am away.

Sheldon Museum and Cultural Center

Director's Report: May 2014

Visitor count: 1,309 visitors (835 in May 2013) – 474 more than last year

Volunteer hours: 15 volunteers gave 182.5 hours (this does not include volunteers who worked on the Eldred Rock Lighthouse)

Collections Project:

Our two temporary collections staff wound up their time with us. One was done by mid-May, the other by the end of May. During the month of May they completed the following:

- Created Restricted Section and cataloged 11 collections into area
- Accessioned then cataloged over 200 objects, photographs, archival items, books
- Updated and reorganized archival box numbers and archival index—added all items not completely entered over the past 15 years into the index, and added 6 new sections to archival index.
- Accessioned 11 large (many banker boxes) collections. They will need to be cataloged at a future date. Cataloging these collections will take many months to complete.
- Trained summer Intern to use Past Perfect – entering, scanning, accessioning collections and cataloging. Have taken Intern through each step of cataloging process from documenting collection as donor brings it through the door to final storage of fully accessioned, documented and cataloged objects.
- Prepared projects for summer Intern – scanning photos, helping with archival index entries.
- Completed a detailed list of the current state of the collection and the areas where further work must occur.

A number of new collections were donated. These included:

- A model of the Eldred Rock Lighthouse
- A bucking saw used by John Schnabel
- Digital and printed copies of the lighthouse logs from Eldred Rock Lighthouse
- A rudder from an old lifeboat, thought to be from the Clara Nevada
- A dynamite box with original shipping label intact

Staff

- Intern, Alyssa Magnone arrived the same day as our first cruise ship.
- Temporary hire Andrea Nelson's last day was: May 16, 2014.

- Seasonal hire Scott Pearce's last day was: May 16, 2014.
- Temporary hire Cindy Jone's last day was: June 3, 2014.
- Kris Reeves gave notice and left her position two weeks later on May 31, 2014. Her position was split into a Bookkeeper and a Museum Aide position. Wendy Bergstrand was hired May 29 as the Bookkeeper and Jay Proetto was hired May 30 as the Aide.
- Three new volunteers joined us: Dena Selby, Marjory Johnson, and Dawn Woodard.
- Jim Heaton started carving the totem pole outside of the museum on Wednesdays.

Camps

Signed a Memorandum of Agreement with the Haines Science Camp to run summer camps from the museum property. Cleared the books out of the shed and rearranged the shed contents so that the building could serve as rainy day shelter for the camp. The first camp began June 2 with 7 children grades 1-3. They meet in the back yard of the museum and walk to Tlingit Park as needed. On rainy days they work in the museum shed, the museum galleries, and the staff kitchen. We have decided to put up one of the museum's canopies in the back yard to help the camp have more space on rainy days.

Exhibits and Related Programming

- "Jeff Brown: Masterpieces of Merriment" exhibit closed May 24.
- John Hagen, Jr.'s "Chilkat Beach in Monochrome: Landscape Studies in Black & White" opened on May 30. 79 people attended the reception.
- May 6-16, 2014: "A Fortnight of Learning" featured daily evening lectures, local foods, and weekend hikes and tours targeted to the summer tour industry and the public to teach more about the history, natural history, and culture of the Chilkat Valley and Haines. We averaged 40 people for each session.
- Requested that the Gross Building windows be uncovered, revealing the Alaska Marine Highway System exhibit created by Andrea Nelson last year. The exhibit needs to be fixed – it is curled and peeling – but at this point it is better than plywood over the windows. Access to the building is limited by the availability of a Gross family member with keys.
- Banner "Cruising to Haines" designed for the Cruise Ship dock Ribbon Cutting Ceremony June 4. Andrea Nelson designed it and sent it to the printers in Juneau. The completed banner arrived May 30 and was given to the Borough on June 3 to install on the side of the new terminal building.

- May 22: Hosted the Alaska Women's Club reception in the museum.
- May 23, 2014: Reeves' Family Good-bye Party, 34 people attended. Kris Reeves worked for the museum for 7 years and will be missed.
- May 27, 2014: Flint knapping demonstration and workshop. Destiny Colocho taught 16 adults and teenagers how to work stone and make shell beads.
- May 27, 2014: 6 students from the Archaeology Field School learned how to use the archives for research.
- May 31, 2014: Volunteer Luncheon. 31 volunteers joined staff and board members for a salad bar luncheon at the Chilkat Center from noon to 2. Staff sung a song and gave out door prizes. Volunteers were told they were "unforgettable" and given forget-me-not flower seed packages.

Facilities

- Stained the lower sections of hardiplank on the exterior of the building using step ladders.
- Painted one side of the Sheldon Museum sign.
- Replaced missing letters on the Sheldon Museum sign attached to the building.
- Weeded the garden and planted more flowers. Seeded bare areas in the grass.
- The Women's Club installed pinwheels in the garden to remember abused children.
- The borough installed two nice green benches and a trash receptacle in our front gardens.
- Painted over the magnetic board in the Haakinen Gallery and touched up the other walls before John Hagen's show opened.
- Urinal fixed in men's restroom.

Fundraising

- Alaska State Museum's Grant-In-Aid proposal completed for an intern during the 2015 summer season. Completing paperwork to close out the 2014 intern grant.
- Conoco Phillips grant in process for funding educational backpacks.
- Share Campaign paperwork completed to add the museum to the annual state campaign list.
- New Pathways Alaska grant completed for leadership training in innovative solutions.
- Rasmussen Foundation and Museum's Alaska's Art Acquisition Fund in process for purchasing the Heidi Robichaud scrimshawed mammoth tusk, "Eye of the Creator."
- NEH Preservation Assistance Grant submitted for an environmental assessment of the building by an engineer familiar with museum requirements.

Board

- The 2014-2015 budget was finished and passed by the Board of Directors.
- Long Range Planning work is underway. One of the first initiatives was a directive to hire Collections/Exhibits Staff in the fall of 2014.

Upcoming Activities

Two Six Week Spotlight exhibits will fill the Haakinen Gallery until mid-October:

- Maor Cohen: Arcylic Paintings: July 18 - August 30, 2014
- Alexandra Feit: Wax Paintings: September 5 - October 18, 2014

Julie Folta and Diane Sly have volunteered to create a Fish Camp in our children's area.

Tracy Wirak has submitted a proposal for creating educational backpacks for children visiting the museum. We are seeking grant support (see above) for this project.

In July, the Borough facilities staff will stain and paint the upper sections of the museum building using a lift.

MRV Architects, with Corey Wall as lead, will analyze how the museum structure is used and create a plan for improving use and accessibility. Work will begin July 2014.

Alyssa Magnone is working on exhibit panels relating to shipwrecks and Eldred Rock Lighthouse.

Tourism Advisory Board Meeting Agenda / Meeting Minutes

Thursday, March 20 – 9:30 am (Assembly Chambers)

Meeting Call to Order: Barb Mulford – President – 9:43 am

Roll Call: Present Barb Mulford, Michael Marks, Rhonda Hinson, Karen Hess, Judy Heinmiller (phone)

Absent Jeff Butcher, Scott Sundberg

Also Present Tanya Carlson, Stephanie Scott, Diana Lapham

Approval of excused / unexcused absences: Due to a late reminder for the meeting Marks motioned to excuse both Sundberg and Butcher, Hess seconded; all in favor.

Approval of Agenda: Marks moved to approve the agenda, Hinson seconded; all in favor of agenda.

***Approval of Minutes:** None

Public Comments: Scott asked if there had been a motion for Hess to continue to in her seat. Mulford said it is on the agenda for today.

Chair Report: *Coupon Book*

Carlson asked the Chamber if they would like to take over the Coupon Book as part of member benefits. It would help cut the cost to the tourism department who would still make a financial contribution to it but several thousand less than currently.

Scott recommends that Carlson speak with the manager to make a memorandum of understanding with the Chamber for the coupon book. She's not sure if it is necessary but Mulford agrees and feels that it should also extend to Holiday festivities. She also commented that there are changes to the Chamber bylaws that have been put forth that would remove government from being able to be a member. This would get rid of the ex-officio seat on the board for the tourism director.

TAB's role

Mulford asked the question of how to get in front of items. She was asked by Assembly Member Schnabel if TAB had a response to the heli-port but TAB was unaware. Scott felt it was a good thing and reminded TAB that they are there to help advise the Assembly. Lapham also commented that it helps the Assembly if they have letters from the TAB or the Chamber to help reinforce decisions and it helps the community as a whole to see that we are all working together.

Hess motions that TAB write a letter of support for the sale of property to the Aspen Hotel, Hinson seconded; all in favor.

Hess motions that TAB write a letter for the Assembly to hear Big Salmon Ventures appeal, Marks seconded; Hess mentioned that the letter does not have to be lengthy just that the TAB recommend that the Assembly hear the appeal. All in favor

Mulford asked if TAB should write a letter to the head of Fish & Game thanking her (Cora Campbell) for keeping the reciprocal fishing licenses and bulleting out the economic importance. Hinson motioned for the letter, Hess seconded; all in favor.

New Business:

Board Appointments

Marks motioned for Karen to remain on the board for another term, Heinmiller seconded; all in favor.

Marks motioned for Mulford to remain in her seat for another term, Hess seconded; all in favor.

Old Business:

Economic Development Summit - Panel

The Economic Development Summit is scheduled for March 8 from 10 am to 3 pm. There will be many panels and provide a networking opportunity to make things happen. Hess will be presenting stats form tourism and Sundberg will speak to winter tourism.

Southeast Cooperative Marketing Campaign - AMHS

Mulford drafted a letter to Southeast Conference and asked if it was best to send on a letter head or email Shelly directly. This letter was for cooperative marketing efforts on the ferry system since the forest service personnel have been discontinued. The recommendation is that each community put forth \$1000. Carlson felt it could be informal and start a conversation with her detailing what the idea is and go from there.

Hess also mentioned that if we can't put someone on the ferry what about a pop-up display. Mulford asked how much it is to put something on the ferry. At the moment, it is \$200 per ferry. Ideally, something like this should be put on for free.

Picture Point Design Committee - Judy

There is a meeting today at 2:00 pm. The public comment period had closed and that will be looked at in the meeting today. Mulford said there were many legitimate concerns – restrooms out of the view shed, no small parking lot in the third section, etc.

PC Dock Construction- Update

Substantial completion is June 3. If construction has to go that late it will affect two ships. Currently they are still running ahead of schedule. Carlson said either way substantial completion is June 2 or that is the date that needs to stay in mind.

Economic Impact Study - Update

There are several factors for this study. Fund 23 does not have enough funds left between tourism and economic development in the current fiscal year. It would have to come from fund balance which would require a budget amendment. Or, we can wait and do the study next year and plan for it in the budget.

Mulford feels that tourism is one of the few items from the borough that brings in money and she feels that this would help prove what tourism is doing for our community and that it is a good investment.

Scott recommends that TAB push for the economic impact study now. She feels there will be support from the Assembly.

Hess motioned to have a Winter Economic Impact Study and Market Assessment, Marks seconded; all in favor.

Directors Update: Transition

Carlson said her last day will be April 9. Budget is due this week and the coupon book will go to print at the end of March. Ideally it would be nice to have a replacement in time to do a handover. Advertisement of position should be out soon.

Ship Pop-Up Displays

Carlson has brought the pop-up display to the tour operators and everyone seems good with it. Hess will check with the cruise lines to see who will and will not allow them. Carlson also thought putting one in the Westmark would also be good. The pop-up will be one general design that can be used across the board and not highlight any one tour but rather the wildlife and scenery.

Hess mentioned that the Orca Song will be gone this year and instead there will be another 150 passenger boat, the Rachel Marie.

Update

LA Travel & Adventure Show went very well. The show was sold out on the exhibitor side. The final door count has not come in yet. SATC will be participating in three of the Travel & Adventure Shows next year, which helps stretch our dollars – LA, San Diego and San Francisco.

Carlson attended NTA last week. She feels that this should be an every other year trip in the future. NTA is the National Tour Association and they focus on group tour operators. It is a very important market that helps fill hotel rooms. It is important not to lose touch with the operators but it is also a very expensive show. A lot of people from Alaska attend this event but the feeling was mutual attendance was down this year as were meetings for everyone. Carlson recommends that the department keep track of both NTA and ABA (American Bus Association), which we dropped membership to last year, and decide in the future if a

change needs to be made. They are both very similar organizations and attendance at their annual conventions seem to go in waves back and forth between the two.

Upcoming Schedule

Carlson will be leaving for the Seattle Bike Expo this week and will be promoting both bike events. She hopes the Haines Century Ride will happen this year.

Board Comments:

Mulford asked when the sensitivity training would happen for the membership to GLCVB. Carlson said it should wait until her replacement was on board either next month or in May.

Set Next Meeting Date: Thursday, March 20, 2014 - 9:30 am

Assembly Chambers, Safety Building

Hess motioned to adjourn, Marks seconded; all in favor. Meeting ended at 12:02 pm.

SHELDON MUSEUM AND CULTURAL CENTER, INC
Board of Trustees Meeting Minutes
Wednesday, April 30, 2014, 11:00 a.m. at the Sheldon Museum

CALL TO ORDER: 11:09 a.m. by Board President Jim Heaton.

ATTENDANCE: BOARD: Jim Heaton, Michael Marks, Lorrie Dudzik, Bob Adkins, John Hagen, and Dave Pahl
STAFF: Helen Alten, Blythe Carter **BOROUGH LIAISON:** Absent **GUESTS:** None

ADDITIONS TO THE AGENDA: Byrne Power honorarium under Old Business, Exhibits under New Business.

APPROVAL OF AGENDA: M/S Dave & Michael to approve amended agenda - approved by consent.

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

STAFF REPORT: A complete Staff Report was included in the Board's packet. Helen stressed:

- The upcoming Eldred Rock Field Trip is NOT SMCC sponsored. It is a private trip.
- There will be a Flint Knapping demonstration and workshop May 27.
- John Hagen's Six Week Spotlight will feature black and white landscape photographs.
- Maor Cohen's Six Week Spotlight will feature surrealistic paintings.
- Alexandra Feit's Six Week Spotlight will feature paint and layered wax art.
- The Juneau Douglas Museum is publicizing Jeff Brown's Humor Exhibit at SMCC. Jeff sent more photos for SMCC, and will also be sending children's puzzles.
- The freight on the complete Snow and Ice (Colorado) exhibit is estimated at \$5000 (U.S. Mail). Helen will explore other transportation alternatives, and also see if other Alaskan museums would want to use the exhibit and split the costs.

OLD BUSINESS: Kyle Gray decided not to join the SMCC Board.

- Neil Einsbruch was not interested in becoming a Board member.
- Many thanks to Michael and Lorrie for hosting the recent SMCC Board Retreat.
- Board vacancy – no prospective Board members.
- Budget – due shortly – Finance Committee will meet Wednesday, May 7, at 10:00 a.m.
- Collections Committee will meet Tuesday, May 6, at 1:00 p.m.
- Long Range Planning Committee (new, Jim H., Dave, and Bob) will meet Thursday, May 8, at 10:00 a.m.
- Byrne Power honorarium – Byrne was paid \$150 plus a book from the gift shop and is satisfied.

NEW BUSINESS: Discussed Mosquito Lake School as a possible site for borough wide archives. Too far out of town, no security, would need remodeled and staffed, plans for re-opening as a school are already under way.

- Heidi Robichaud Ivories Exhibit – very high quality. Very expensive. She's asking between \$15K and \$29K. Our annual grant cap for art acquisition is \$15K - \$35K, so we may be able to afford one of the pieces. Her largest piece (\$65K retail, \$29K to SMCC) would be a fantastic addition to our collection. We'll go for it.
- Discussed the upcoming Fortnight of Learning schedule and handed out display posters.
- Fourth of July – we agreed that we would have an SMCC float in the parade. Free balloons, gold panning, marching band, and Tlingit Language were also discussed.
- Totem Walk or Trot – Registration will be \$10 - \$15. Punch card at each totem pole, prizes for fastest, etc. Every one gets an SMCC bandanna. Each participant gets sponsors (per totem or for whole walk). Little effort, good PR, good \$ return. Scheduled for Saturday, June 28.
- SE Alaska State Fair – Will have usual store, perhaps balloons, plus will look into sponsoring the Dunk Tank.
- Exhibits – Need to keep retreat ideas fresh and coming.

COLLECTIONS COMMITTEE MEETING: TUESDAY, MAY 6, 2014, AT 1:00 P.M.

FINANCE COMMITTEE MEETING: WEDNESDAY, MAY 7, 2014, AT 10:00 A.M.

LONG RANGE PLANNING COMMITTEE MEETING THURSDAY, MAY 8, 2014, AT 10:00 A.M.

VOLUNTEER RECEPTION AND LUNCHEON: SATURDAY, MAY 31, 12:00 AT THE CHILKAT CENTER.

NEXT BOARD MEETING: Thursday, May 29, 2014 at 11:00 a.m.

MEETING ADJOURNED: at 12:58 p.m.

Respectfully submitted,

Bob Adkins, Secretary



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-427

Assembly Meeting Date: 6/10/14

Business Item Description:	Attachments:
Subject: Remove HAL Inc. Property from the List of Community Purpose Exemptions in Borough Code	1. Ordinance 14-02-370 2. Proposed Substitute Ordinance 3. Letter from State Assessor
Originator: Contract Assessor and Assistant Assessor	
Originating Department: Assessment	
Date Submitted: 3/12/14; originally 2/20/14	

Full Title/Motion:
Motion: Adopt Ordinance 14-02-370. (Staff recommends approval of a substitute ordinance prior to adoption.)

Administrative Recommendation:

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ n/a	\$ n/a	\$ n/a	Impact to Prop Tax Revenue

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

Summary Statement:
According to the borough's contract assessor and the assistant assessor, Haines Assisted Living (HAL) is a recognized non-profit charitable organization that qualifies for a required exempt status, not an optional community purpose exemption as it is classified now. Following the second public hearing on 4/22/14, the assembly postponed adoption until such time as the State Assessor's Office submitted an opinion. That document has been received and is attached to this agenda bill. State law mandates required exemptions, and the State Assessor has determined that all but the second floor of the new Veteran's Building qualifies for mandatory status. The borough's assessment team recommends an amendment to the existing code to remove HAL from the list of optional exemptions and to add the second floor of the Veteran's Building as an optional community purpose exemption. Attached is a proposed substitute ordinance to consider before adoption.

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

Assembly Action:	
Meeting Date(s): 2/25, 3/25, 4/8, 4/22, 6/10/14	Public Hearing Date(s): 4/8, 4/22/14
	Postponed to Date:

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

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

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

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

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

HBC 3.70.040 Local exemptions and exclusions.

A. The following property is exempt from general taxation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stephanie Scott, Mayor

ATTEST:

Julie Cozzi, MMC, Borough Clerk

Initially on Agenda	02/25/14 – Removed from Agenda at Administration's Request (for clarification)
Date Introduced:	03/25/14
Date of First Public Hearing:	04/08/14
Date of Second Public Hearing:	04/22/14 – Postponed pending additional information from State Assessor's Office
Resumed Discussion on:	06/10/14

DRAFT

Haines Borough, Alaska
Ordinance No. 14-02-370

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

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

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

~~5. Land and improvements situated on Lots 5, 6 and 11 through 14, Block 8, Townsite Addition, dedicated to the Haines Senior Assisted Living Facility~~ **The second story (Level 2) of the improvement known as the Soboleff-McRae Veterans Village & Wellness Center situated on Lot 5A, Block 8, Haines Townsite per Plat 2013-4** and owned by Haines Assisted Living Inc.;

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

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

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

a. Have gross family income, from all sources in the prior year, which does not exceed 135 percent of the poverty guideline as established by the United States Department of Health and Human Services for a similar sized household in the state of Alaska for the year requested;

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

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

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

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

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

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

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

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

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

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

Stephanie Scott, Mayor

ATTEST:

Julie Cozzi, MMC, Borough Clerk

Initially on Agenda	02/25/14 – Removed from Agenda at Administration's Request (for clarification)
Date Introduced:	03/25/14
Date of First Public Hearing:	04/08/14
Date of Second Public Hearing:	04/22/14 – Postponed pending additional information from State Assessor's Office
Resumed Discussion on:	06/10/14



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

550 West Seventh Avenue, Suite 1640
Anchorage, Alaska 99501
Main: 907.269.4501/907.269.4581
Programs fax: 907.269.4539

May 14, 2014

Dean Olson, Acting Assessor
P.O. Box 1209
Haines, AK 99827

Mr. Olson,

Recently, Dan Austin of St. Vincent de Paul Society, Marty McGee and you inquired about a possible exemption and type for the Soboleff-McRae Veterans Village (SMVV) property that is being constructed in Haines. More specifically, you inquired as to whether the property would be eligible for exemption under AS 29.45.030(a)(3) as a mandatory exemption.

I have taken a look at the information you have forwarded and reviewed the Statutes and Cases, and consulted with Marty McGee and Pat Carlson, the Assessor of Fairbanks and you.

It is my opinion that the SMVV property would not qualify for a total mandatory exemption under AS 29.45.030(a)(3). There are several reasons for this conclusion. First, AS 29.45.030(a)(3) is more completely defined further on in the statutes, see below.

Sec. 29.45.030. Required exemptions.

(a) The following property is exempt from general taxation:

(3) property used exclusively for nonprofit religious, charitable, cemetery, hospital, or educational purposes;

(c) Property described in (a)(3) or (4) of this section from which **income is derived is exempt only if that income is solely from use of the property by nonprofit religious, charitable, hospital, or educational groups.** If used by nonprofit educational groups, the property is exempt only if used exclusively for classroom space.

As noted in the materials provided to me and obtained by this office, the apartment units on the top level of the building will be providing income. It was also stated that some of these units will be leased for market rental rates to subsidize other lower income units. It should also be noted here that the tenants of these rental units are not non-profit entities. Loosely using some of the figures cited as typical rents for the development I calculated an annual rental income of just under \$100,000 for the residential units. This would not represent a de minimis income for the property.

As further support I would also refer you to the following excerpt from the Alaska Supreme Court on the FNSB v. Dena Nena Henash (TCC) case,

“Accordingly we have concluded that operation of a church radio station that sold commercial radio time was not an exclusive use of property for a religious or charitable purpose. [FN32] In so holding, we did not think it relevant that the radio station's income was used to fund missionary activities. We have also held that a hospital did not use its property exclusively for hospital purposes because it leased the property to doctors for private office space. [FN33] We recognized an exception to the exclusive-use requirement in City of Nome v. Catholic Bishop of Northern Alaska, in which we held that de minimis use of property for a non-exempt purpose did not preclude an exemption. [FN34] The exclusive-use requirement also requires analysis of how the property is actually used.”

And further on,

“Although we recognize that fund-raising can be for charitable purposes, it loses its eligibility for exemption if it used to support both exempt and nonexempt services, i.e., if it is used to support both exempt and non-exempt purposes. [FN85]”

I would also point out the following from City of Nome v. Catholic Bishop. Note that this is the same section of the statutes, prior to being re-written and re-numbered.

“D. Is the Residence of a Religious Worker Not Listed in AS 29.53.020(b)(1) Exempt? [22] A specific and inclusive list of exempt residences is delineated in AS 29.53.020(b)(1). We agree with the superior court that the policy of strict construction and the Harmon decision necessarily makes nonexempt the housing for seminary students, church volunteers and visiting pastors. [FN26] Nothing in the post-Harmon amendment of AS 29.53.020(b)(1) suggests a legislative intent to change the inclusiveness of the exempt residences list.”

In other words, of all of the residential properties allowed to be mandatorily exempted under the statutes, why are these residences the only ones so noted? The implication I get from this citation, is that the courts have determined that these are the only residences that the Legislature wanted to have exempted in this manner. For residences that are allowed to be exempted under other scenarios, the Legislature has passed legislation allowing for LIHTC's, Housing Authorities and other exemptions noted under AS 29.45.050.

Greater Anchorage Area Borough v. Sisters of Charity also provides clarification on the use that is to be applied in determining exemptions. It is the actual or end use that shall determine the granting or denial of the exemption. The use of the property for funding for hospital purposes was not material to the decision. The ultimate denial of the exemption was based upon the non-exempt use of the property by their tenants.

“The Sisters urge that the owner's use, rather than the actual use, should be considered in making this determination. That analysis, however, would extend the tax exemption to everything owned and used in some way by an exempt institution. If only the uses of the office space by the Sisters are considered, by definition the Sisters' use is exclusive. Nothing in the exemption statute indicates that such a limited reading is justified.”

In summation, I do not believe that the SMVV property would qualify for a mandatory exemption as charitable under AS 29.45 for the entire structure. However, it would be feasible to spatially apportion the building and extend a charitable exemption to the lower level if it is developed and used as planned. This would, of course, require that SMVV and their tenants on the bottom floor meet the requirements of for such an exemption. Which if the project is developed as was explained, it would appear that they would pass such a test.

And, should Haines Borough agree and adopt such an exemption, a community purpose exemption could be extended to the upper level as well.

As for other options, St. Vincent de Paul could examine other alternatives for the project such as LIHTC or obtaining some type of Building Authority status with the State of Alaska. Residential properties under these banners can in some cases obtain partial or total exemptions.

Please feel free to contact me with any questions or concerns you may have.

Sincerely,



Ronald E. Brown
State Assessor
Ph. # 907-269-4605



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 14-474

Assembly Meeting Date: 6/10/14

Business Item Description:		Attachments:
Subject: Public Works Maintenance Materials		1. Resolution 14-06-567 2. Memo from Deputy Clerk 3. Quote Results 4. Southeast Road Builders Quotes
Originator: Director of Public Facilities		
Originating Department: Public Facilities		
Date Submitted: 6/5/14		

Full Title/Motion:
Adopt Resolution 14-06-567.

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

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ See Attached	\$ 28,000	\$ 0	Budgeted Annually

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives: Goal 4, Page 144	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------	---------------------------------------------------------------------------------

Summary Statement:

The Haines Borough annually solicits bids from suppliers to provide D-1, Maintenance Sand and Pit Run materials for use by the Public Works Department. The Borough issued a Request for Sealed Quotes to receive responses from qualified, licensed suppliers to provide D-1, Maintenance Sand and Pit Run materials. The Borough received one bid for D-1, Sand, and Pit Run materials from Southeast Road Builders, Inc. of Haines (D-1 - \$24.00 per cubic yard; Sand - \$20.00 per cubic yard; and Pit Run - \$6.00 per cubic yard). Funding for the materials is budgeted annually and is currently in the FY14 budget as well as the adopted FY15 budget.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 6/10/14	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a contract with Southeast Road Builders, Inc. to provide D-1, Sand, and Pit Run materials to the Borough for 2014-15.

WHEREAS, the Haines Borough annually solicits bids from suppliers to provide D-1, Maintenance Sand and Pit Run materials for use by the Public Works Department; and

WHEREAS, the Borough issued a Request for Sealed Quotes to receive responses from qualified, licensed suppliers to provide D-1, Maintenance Sand and Pit Run materials; and

WHEREAS, the Borough received one bid for D-1, Sand, and Pit Run materials from Southeast Road Builders, Inc. of Haines:

D-1 - \$24.00 per cubic yard
Sand - \$20.00 per cubic yard
Pit Run - \$6.00 per cubic yard; and

WHEREAS, funding for the materials is budgeted annually and is currently in the FY14 budget as well as the adopted FY15 budget,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to enter into a contract with Southeast Road Builders, Inc. to provide D-1 for \$24.00 per cubic yard, Sand for \$20.00 per cubic yard, and Pit Run materials for \$6.00 per cubic yard to the Borough.

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

Stephanie Scott, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk



Memo

From the Clerk's Office

Date: 6/5/14

To: Mayor and Assembly

Cc: David Sosa

From: Krista Kielsmeier, Deputy Clerk

Re: D-1, Maintenance Sand, and Pit Run Materials Quotes

The Borough recently accepted quotes from qualified businesses for the 2014-15 D-1/Sand/Pit Run Gravel needed by the Public Works Department. **Southeast Road Builders** submitted the only quotes.

Each of the materials is contracted separately. The respondents have met the Borough's licensing and insurance requirements.

	D-1	Sand		Pit Run
	per cubic yard	per cubic yard		per cubic yard
	SRI	SRI	NCI	SRI
2014	24.00	20.00		6.00
2013	22.50	20.00		6.75
2012	26.50		21.00	6.75
2011	25.00	22.50		6.75
2010	25.00	22.50		6.75
2009	23.00	20.00		6.75
2008	22.00	19.00		6.50
2007	21.00	17.50		6.00
2006	19.85	15.25		5.25
2005	17.25	14.50		5.00
2004	15.00	12.50		5.00

This item is budgeted annually and funds are currently in the FY14 budget as well as in the adopted FY15 budget. The manager recommends authorization to negotiate contracts with sole respondent Southeast Road Builders for the maintenance materials.



Haines Borough Bid Opening Record

Bids For: D-1, Maintenance Sand & Pit Run Material
ITB No.: 14-05-03

Location: Borough Admin. Building
Date: 6/2/14

Bidder	Bids Rcvd by Deadline?	Bids on Req. Form?	Bids Signed in Ink?	D-1 Bid per cubic yard?	Sand Bid per cubic yard?	Pit Run Bid per cubic yard?	Comments
Southeast Road Builders	✓	✓	✓	\$24.00	\$20.00	\$6.00	SOLE BIDDER

Present: Carlos Jimenez, Director of Public Facilities
Krista Kielsmeier, Deputy Clerk

**HAINES BOROUGH
Public Works**

D-1 MATERIAL QUOTE FORM/CONTRACT

Respondents must indicate a quote below for supplying D-1 Material. The quote must be submitted on this form with copies of current Alaska and Haines Borough business licenses attached.

The Supplier (company name) Southeast Road Builders, Inc.,
a corporation; a partnership; a sole proprietor (check one) herein submits a quote to the Haines Borough (hereinafter called "The Borough") for supply of 2014-2015 D-1 Material.

Supplier hereby proposes to provide labor, equipment, and materials in accordance with the Borough's Request for Quotes, Information for Respondents, and specifications.

This Request for Quotes and any resulting procurement contract shall be in accordance with all provisions of Haines Borough Code, 3.60.090 through 3.60.220. The contract shall be valid only if signed by the supplier and Borough Manager and proofs of required insurance are attached (see Attachment A).

Upon Notice to Proceed, the Contractor will provide the required services as needed and as stated in the Request for Proposals. This contract period will expire on May 31, 2015. The contract may, upon mutual agreement between the Parties, be renewed in one year intervals. This contract, including any renewals, shall not exceed a total of three years.

Respondent acknowledges receipt of the following Addendum:

Addendum No. _____ Initial: _____
Addendum No. _____ Initial: _____

June 2, 2014
Date

2014-2015 D-1 MATERIAL QUOTE: price per cubic yard: \$24.00

This quote is valid for 30 days after the date of quote opening.

Southeast Road Builders, Inc.

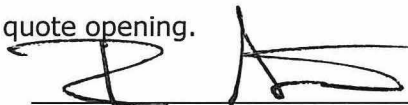
COMPANY NAME

(907) 766-2833/766-2832

Phone/FAX Numbers

HC 60 Box 4800, Haines, AK 99827

Mailing Address



Authorized Signature

Vice President

Title

roger@seroad.com ; cheryls@seroad.com

Email Address

AWARDED BY THE HAINES BOROUGH ASSEMBLY ON _____ . Resolution #: _____

David Sosa, Borough Manager

ATTEST:

Date Signed

Julie Cozzi, MMC, Borough Clerk

HAINES BOROUGH
Public Works
MAINTENANCE SAND QUOTE FORM/CONTRACT

Respondents must indicate a quote below for supplying Maintenance Sand Material. The quote must be submitted on this form with copies of current Alaska and Haines Borough business licenses attached.

The Supplier (company name) Southeast Road Builders, Inc.,
a corporation; a partnership; a sole proprietor (check one) herein submits a quote to the Haines Borough (hereinafter called "The Borough") for supply of 2014-2015 Maintenance Sand Material.

Supplier hereby proposes to provide labor, equipment, and materials in accordance with the Borough's Request for Quotes, Information for Respondents, and specifications.

This Request for Quotes and any resulting procurement contract shall be in accordance with all provisions of Haines Borough Code, 3.60.090 through 3.60.220. The contract shall be valid only if signed by the supplier and Borough Manager and proofs of required insurance are attached (see Attachment A).

Upon Notice to Proceed, the Contractor will provide the required services as needed and as stated in the Request for Proposals. This contract period will expire on May 31, 2015. The contract may, upon mutual agreement between the Parties, be renewed in one year intervals. This contract, including any renewals, shall not exceed a total of three years.

Respondent acknowledges receipt of the following Addendum:

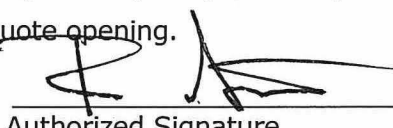
Addendum No. _____ Initial: _____
Addendum No. _____ Initial: _____

June 2, 2014
Date

2014-2015 MAINTENANCE SAND MATERIAL QUOTE: price per cubic yard: \$20.00

This quote is valid for 30 days after the date of quote opening.

Southeast Road Builders, Inc.


Authorized Signature

COMPANY NAME
(907) 766-2833/766-2832

Vice President
Title

Phone/FAX Numbers
HC 60 Box 4800, Haines, AK 99827

roger@seroad.com ; cheryls@seroad.com
Email Address

Mailing Address

AWARDED BY THE HAINES BOROUGH ASSEMBLY ON _____ . Resolution #: _____

David Sosa, Borough Manager

ATTEST:

HAINES BOROUGH
Public Works

PIT RUN MATERIAL QUOTE FORM/CONTRACT

Respondents must indicate a quote below for supplying Pit Run Material. The quote must be submitted on this form with copies of current Alaska and Haines Borough business licenses attached.

The Supplier (company name) Southeast Road Builders, Inc.,
a corporation; a partnership; a sole proprietor (check one) herein submits a quote to the Haines Borough (hereinafter called "The Borough") for supply of 2014-2015 Pit Run Material.

Supplier hereby proposes to provide labor, equipment, and materials in accordance with the Borough's Request for Quotes, Information for Respondents, and specifications.

This Request for Quotes and any resulting procurement contract shall be in accordance with all provisions of Haines Borough Code, 3.60.090 through 3.60.220. The contract shall be valid only if signed by the supplier and Borough Manager and proofs of required insurance are attached (see Attachment A).

Upon Notice to Proceed, the Contractor will provide the required services as needed and as stated in the Request for Proposals. This contract period will expire on May 31, 2015. The contract may, upon mutual agreement between the Parties, be renewed in one year intervals. This contract, including any renewals, shall not exceed a total of three years.


Respondent acknowledges receipt of the following Addendum:

Addendum No. _____ Initial: _____
Addendum No. _____ Initial: _____

June 2, 2014
Date

2014-2015 PIT RUN MATERIAL QUOTE: price per cubic yard: \$6.00

This quote is valid for 30 days after the date of quote opening.

<u>Southeast Road Builders, Inc.</u> COMPANY NAME	 Authorized Signature
<u>(907) 766-2833/766-2832</u> Phone/FAX Numbers	<u>Vice President</u> Title
<u>HC 60 Box 4800, Haines, AK 99827</u> Mailing Address	<u>roger@seroad.com ;cheryls@seroad.com</u> Email Address

AWARDED BY THE HAINES BOROUGH ASSEMBLY ON _____ . Resolution #: _____

David Sosa, Borough Manager

ATTEST: _____

Date Signed

Julie Cozzi, MMC, Borough Clerk

Memorandum

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

June 4, 2014

To: Haines Borough Assembly

Cc: Dave Sosa, Manager
Julie Cozzi, Clerk

From: Stephanie Scott, Mayor, Haines Borough

Subject: Confirmation of the appointment of an ad-hoc committee to score applications for FY15 funds received from non-profit entities and to make recommendation for funding levels to the Assembly

I ask that you confirm the appointment of Assembly Members Waterman, Berry, and Lapham, Finance Director Jila Stuart, the Mayor, and the Borough Manager or his designee to an ad hoc committee to score applications received for funding from non-profit entities for FY15. The Committee will then provide funding recommendations to the Assembly based on scores and funding available.

The scoring matrix is attached. It is modified slightly from last year's based on feedback from the Assembly and from the applicants. Assembly member Lapham, Finance Director Jila Stuart, and the Mayor worked on the revision.

All applicants will receive the scoring matrix as part of the application package. Please note the cut-off score for funding (average of 38 out of 65 possible points). Last year our strategy was to recommend that non-profit's request for funding be aligned to the percent of the total points possible. (Example: If a non-profit requested \$100, and scored 75% of the total points available, then we recommended funding 75% of \$100.) The Assembly's sense last year was that it was inappropriate to fund an application that only reached the 60-50% mark in quality. Therefore, this year we are requiring all funded applicants to be supported by an application that scores a minimum of 60%. (An average of $39/65 = 60\%$).

Attachment: FY15 Non-Profit Scoring Matrix



Scored by: _____

Date Scored: _____

FY15 HAINES BOROUGH Non-Profit Grants

Organization: _____

***Please submit each category on its own page for scoring purposes.**

Category	Description	Maximum Page Length*	Total Points Possible	
A. Detailed Plan For Funds	<ul style="list-style-type: none"> • Describe what will be done with the funds. • Who will do it? • Who will be served? • When will this service be provided? • Explain reasoning for grant category (Medical Service, Economic Development, or General) • Outcome -describe the tangible community benefit • Outcome - how will you measure success? 	1	10	
B. Statement Of Need	<ul style="list-style-type: none"> • Explain how the need you are proposing to address has been documented. • Does the funding from this request help leverage other funds for the project? • Alignment of request with the goals and objectives in the Haines Borough Comprehensive Plan (See Action Summary http://www.hainesalaska.gov/-planningzoning/comprehensive-plan-adopted.) 	1	10	
C. Organizational Capacity	<ul style="list-style-type: none"> • Track record (toot your horn) • Board qualifications & involvement • List of grants received or pending for prior and current years. • % of total revenue from the Borough. Other additional financing secured / committed. 	1	10	
D. Contributes to Economic Development	<ul style="list-style-type: none"> • Explain how funds will be used to stimulate the Haines economy. 	1	5	
E. Serves Vulnerable Haines Residents	<ul style="list-style-type: none"> • Will funds provide essential services for children, the elderly, disabled, or other vulnerable populations in Haines? If yes please explain. 	1	5	

F. Broad Community Support	<ul style="list-style-type: none"> • Evidence of broad community support for the organization. • Number of members / beneficiaries served in the last year –in the last 3 years. • Petitions / letters of support. 	1	10	
G. Budget	<ul style="list-style-type: none"> • Is the project budget appropriate to meet the need? • Does the need justify the expenditure? 	1	10	
H. Timely Submission	<ul style="list-style-type: none"> • Application is complete and on time. 	N/A	5	
I. Required Documentation	<ol style="list-style-type: none"> 1) Copy of IRS 990 form and audit, if applicable. 2) Copy of non-profit documentation (IRS 501c3). 3) Current State of Alaska business license. 4) Minutes of meeting where the governing body approved request. 5) Organization structure including names of the board of directors and the executive director if applicable. 6) If funded in FY14, written report of use of funds. 7) Statement of assets, revenues, and expenditures for previous year. 8) Detailed budget for current year, including funds for this project. 	N/A		
Total Score (65 possible)				

Applications receiving an average score of 38 points or lower are eliminated from funding. Available funding will be distributed to qualifying applicants as available based on scoring.



HAINES BOROUGH, ALASKA
P.O. BOX 1209, HAINES, ALASKA 99827
Administration 907.766.2231 ♦ (fax) 907.766.2716
Tourism 907.766.2234 ♦ (fax) 907.766.3155
Police Dept. 907.766.2121 ♦ (fax) 907.766.2128
Fire Dept. 907.766.2115 ♦ (fax) 907.766.3373

May 27, 2014

DRAFT

Ben Ellis, Division Director
Department of Natural Resources, Parks
550 W. 7th Avenue, Suite 1380
Anchorage, Alaska 99501-3561
ben.ellis@alaska.gov

RE: Haines Memorial Winter Recreation Area

Dear Director Ellis,

We would like to encourage the Division of Parks and Recreation to designate, through signage, the area in the Alaska Chilkat Bald Eagle Preserve that has been historically and intensively used for winter recreation by residents and visitors alike. The targeted area is depicted on the attached map.

We would like the sign to honor three Haines residents who played key roles in the development of winter recreation: Pete Lampham, Dennis Miles, Guy Hoffman, and Bobbi Figdor. Dennis Miles set our first ski tracks, Guy was an avid skier and skater, and Bobbi encouraged young children to strap on skis, jump on sleds, and play vigorously outdoors. Our preference is for the sign to read: The Lapham, Miles, Hoffman, Figdor Memorial Winter Recreation Area. Please let us know how to proceed.

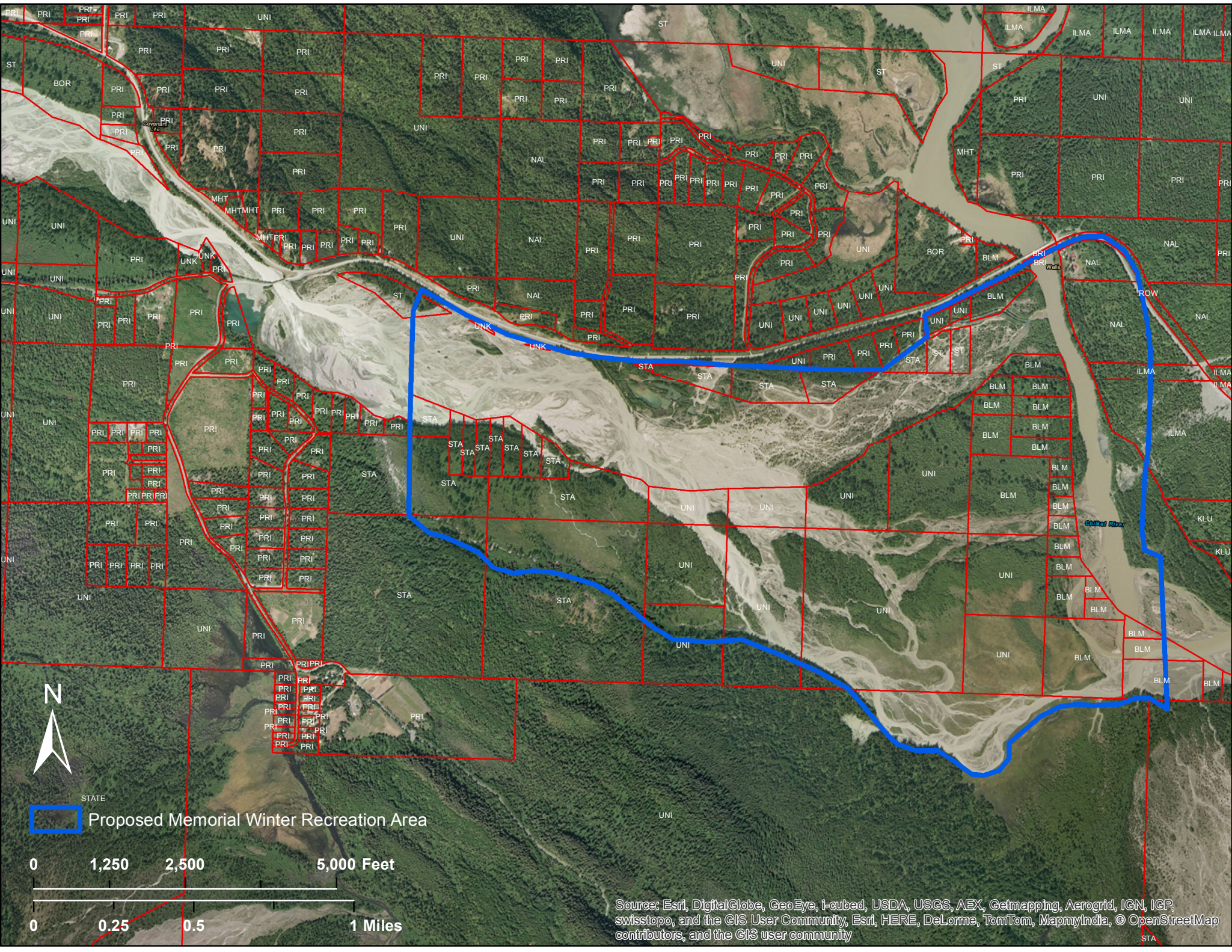
The initiative to designate the Winter Memorial Recreation Area is additionally supported by the Haines Borough Planning Commission, the Alaska Chilkat Bald Eagle Advisory Council, the Haines Borough Tourism Advisory Committee, the Haines Borough Park and Recreation Advisory Committee, the Haines Chamber of Commerce, and two clubs: the Haines Ski Club and the Haines Snowburners.

Sincerely,

Stephanie K. Scott
Mayor, Haines Borough on behalf of the Haines Borough Assembly

Attachment: Map of proposed Winter Memorial Recreation Area

Cc: Mike Eberhardt, Superintendent Southeast Region
Members, Haines Borough Assembly
Rob Goldberg, Chair, Haines Borough Planning Commission
Jon Hirsch, Haines Borough Parks and Recreation Advisory
Committee
Jim Stanford



STATE
 Proposed Memorial Winter Recreation Area



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community, Esri, HERE, DeLorme, TomTom, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

Memorandum

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

June 4, 2014

To: Haines Borough Assembly

Cc: Dave Sosa, Manager
Julie Cozzi, Clerk
Leslie Ross, Tourism Director

From: Stephanie Scott, Mayor, Haines Borough

Subject: Request to sponsor Freeride World Tour (FWT) heiliski event

We have received a request to consider sponsoring an international heliski event in Haines. Please see the attached information provided by Scott Sunberg.

This is an opportunity that requires in-depth examination, especially if tourism and economic development dollars are to be dedicated. However, we are advised that FWT will make its decision by the end of June. It is possible that the Haines Borough administration can provide guidance by that time. In the meantime, I suggest that the Assembly authorize the Mayor to write a letter of interest to FWT expressing our willingness to host but our requirement for additional details before any commitment is made.

Attachments

To: Mayor Stephanie Scott, Members of the Assembly

RE: Freeride World Tour

From: Haines Tourism Advisory Board

Date: June 4, 2014

Dear Respected Mayor and Assembly Members,

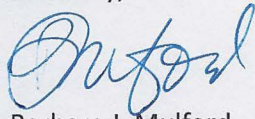
The Haines Tourism Advisory Board (TAB) writes this letter in support of the Freeride World Tour as proposed by Nicolas Hale-Woods.

The TAB met last Friday and discussed the parameters of the event and the participation requested of the Haines Borough.

In his proposal, Mr. Hale-Woods detailed the direct and indirect returns on this investment. Direct spending of approximately \$130,000 annually in Haines would boost the sales tax revenue for our Borough during a time when revenues are at their lowest. The media coverage for this event would reach approximately 3.5 million viewers, boosting our current marketing efforts for winter tourism substantially.

Freeride World Tour has been an annual event for the last 20 years and is held in various parts of the world. This is their first time holding the event in Alaska and they have chosen Haines as their host community. This is a very exciting opportunity and the TAB strongly encourages the Borough Assembly to consider and support the sponsorship of this event.

Sincerely,



Barbara J. Mulford

Chair, Haines Tourism Advisory Board

To: Haines Assembly

1. Freeride World Tour (FWT) happening in Haines would **place Haines on the world's map** for all skiers and beyond audience (**media valuation of US\$ 1.7 million**).

2. FWT is proposing a main partner/sponsor package to Haines, meaning the **name and logo (brand) of Haines would have a major visibility on all editorial, video and photo productions distributed globally.**

Haines would have all rights to use this material in any way it sees fit.

3. In this package, FWT includes a recurrent **promotional presentation of Haines in its video products** (live webcast, 26 min TV show, web features) in a true postcard style (ocean, mountains, village, harbor, touristic activities) - this at no additional cost for Haines.

In the past we have spent \$50,000 for similar video's of low quality to push Haines. These video's were in DVD format which are difficult to distribute. This digital format can go right to our website, and be used over and over in all materials promoting Haines' winter adventure economy.

4. **Event direct spendings** (75 people for 10 days accommodation, food, vehicle rentals, mountain guide services, and fuels) **in Haines would amount approx. US\$ 130,000.- per edition.**

5. Haines is FWT's first choice in AK. FWT has talks with a potential heli-skiing partner in Valdez who has approached the City of Valdez for funding with a positive first feedback. FWT would prefer to host the event in Haines for 2 reasons: 1. Very professional collaboration with SEABA and 2. Mountain and Village set-up.

The original proposal to the City of Haines is \$ 100,000 per year/edition. As mentioned, this is a starting point. Should this amount be too high, the City of Haines may source (or help us source) financing from the State of Alaska.

The proposal to the State of AK amounts \$ 60,000 per edition, which totals \$ 160,000 from these two « institutional partners ».

Sourcing 65-70% of this amount would secure the event. Without

I would sincerely take a good look at how the borough can raise money for this, including lobbying the state and having the Mayor draft a letter of intent to support the event.

Valdez may have more financial ability to sponsor these type events, but that is because they have always allowed and nurtured winter economy to exist in their community .Once again you have an opportunity to move our community forward to and advantageous position in a global market competing to entertain a 6 billion dollar global winter adventure industry.

In my opinion you should take the \$29,000 you allotted for a study and put it towards this expenditure. This offer alone indicates what the winter economy is capable of, bringing \$\$390,000 to the Haines community over three years.

I would also encourage the assembly to have someone with intellectual property and web marketing exposure to give you a true value on the type of exposure you would be getting from this type of exposure.



FWT Management SA
9 rue du Voisinand
Lutry 1095 - Switzerland

Mayor of Haynes - Alaska

Verbier, May 22nd 2014

Dear Mayor,

As you may be aware, Freeride World Tour (FWT) is considering staging one of its 5 world elite freeski and snowboard competition in March 2015 in Haynes.

As CEO of FWT, I am contacting you to present a partnership proposal to the City of Haynes.

Founder of the Freeride World Tour, we have been working with Resorts/Cities/Regions for the last 20 years with a high success record, as host Cities can be one of the most important, and mostly recognized partners of sports events.

Freeride World Tour, initiated in 1996 in Verbier-Switzerland, featuring multiple stops and World Champions titles since 2008, globally recognized as the sports' ultimate competition, is « finally » coming to freeriding's kingdom : AK !

You will find attached an FWT presentation, but to quickly (2min. 40 sec.) understand what FWT is, I invite you to watch :

<http://www.youtube.com/watch?v=AZv7dOxrK1g&feature=youtu.be>

In brief, FWT would bring 2 types of return on investment to Haynes :

1. Direct Return on Investment :

- 1.1 Direct spendings of approx. US\$ 130,000.- in Haynes.
- 1.2 High-end video and photo promotional material ready to use and free of rights for the City of Haynes.

2. Indirect Return on Investment :

A media value of approx. US\$ 1.7 million for the Haynes brand reached via the FWT media distribution integrating the Haynes brand on all it's editorial, video and photo products.

The proposal (included in the FWT presentation attached) to the City of Haynes takes the form of numerous partners'rights against a compensation of cash US\$ 100,000.- as well as the delivery of the necessary permits.

A partnership with Seaba Heliskiing Company is being put in place and would set-up the organisation well with a strong local partner.

Should the above be of interest to your eyes, I would be happy to discuss the project by telephone or skype in a first phase. Scott Sunberg – SEABA CEO, is also representing FWT with local and State constituents.

Haynes is one of the rare ski heavens. A Freeride World Tour event in Haynes would quickly become a « classic » with a solid global audience. I do hope we will build this event together.

I thank you in advance for your time,

Yours sincerely,




Nicolas Hale-Woods
CEO
FWT Management SA

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Mob : +41 79 305 93 53
E-mail : nicolas@freerideworldtour.com
Skype: nicolas.hale-woods

www.freerideworldtour.com



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 14-475

Assembly Meeting Date: 6/10/14

Business Item Description:	Attachments:
Subject: Approve Job Description for Community & Economic Development Director Position	1. DRAFT Job Description 2. Community & Economic Development page from adopted Organization Chart
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 5/28/14	

Full Title/Motion:

Motion: Approve the draft job description for the Community & Economic Development Director position

Administrative Recommendation:

The borough manager recommends adoption.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ Prorated Salary TBD	\$ 62K salary + bens	\$ 0	Budgeted Annually

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:

Goal 3, Objectives 3A-3O; Pages 304-311

Consistent: Yes No

Summary Statement:

A new position was proposed in the FY15 manager's budget: Community & Economic Development Director. The FY15 budget was adopted by the borough assembly on May 27, and the budget included an annual salary of \$62,000 for this position. Also on May 27, the assembly adopted a revised organization chart including a new department and reporting structure for community and economic development. Before recruitment can begin for this new department director position, a job description has to be finalized. On 5/13, the assembly referred this to the Personnel Committee. That committee met on May 21 to review a draft job description provided by the borough manager and recommended revisions. That revised draft is attached to this agenda bill. Once approved, the Clerk's Office will begin the hiring process.

Referral:

Referred to: Personnel Committee

Referral Date: 5/13/14

Recommendation: Approve Job Description, as Revised

Meeting Date: 5/21/14

Assembly Action:

Meeting Date(s): 6/10/14

Public Hearing Date(s):

Postponed to Date:

Community and Economic Development Director Job description

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

- Local and regional economic development, support and research
- Supervises the Haines Borough Pool Manager, Haines Borough Tourism Director, and the Community Youth Development Director
- Community and business outreach, and Haines Borough public relations
- Special projects coordination and management
- Grant writing and administration
- State and federal representation, advocacy and communication

Nature of Work:

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

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

Essential Duties and Responsibilities:

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

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

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

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

Assists in the sale of Borough land, the orderly development of assigned projects, and works to identify areas of concern in the promotion of business location and expansion within the community.

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

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

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

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

Attends the Haines Borough Parks and Recreation Advisory Committee meetings.

Supervises the Community Youth Development Department and coordinates with the Parks and Recreation Advisory Committee.

Coordinates the activities of the Haines Borough Tourism Director to reach goals outlined in the annual marketing plan.

Employment Qualifications

Education

-Possession of a bachelor's degree with any major.

Experience

-Four years of professional experience in commercial financial analysis, marketing, or public/private, economic or community development.

OR

-Four years of professional experience involving the creation, financing, and operation of a business or providing information and services to business executives or communities. Emphasis in areas such as financing options and packaging, research and analysis on community and economic development issues, and evaluating loan or grant applications with a particular focus on the needs of rural communities in Alaska.

Additional Desired Experience:

-Knowledge and experience working in accordance with the Haines Borough Charter and Code along with a detailed familiarity of the Haines Borough Comprehensive Plan.

-Working knowledge of the varied stakeholders involved with Community and Economic Development in Southeast Alaska and Haines in particular.

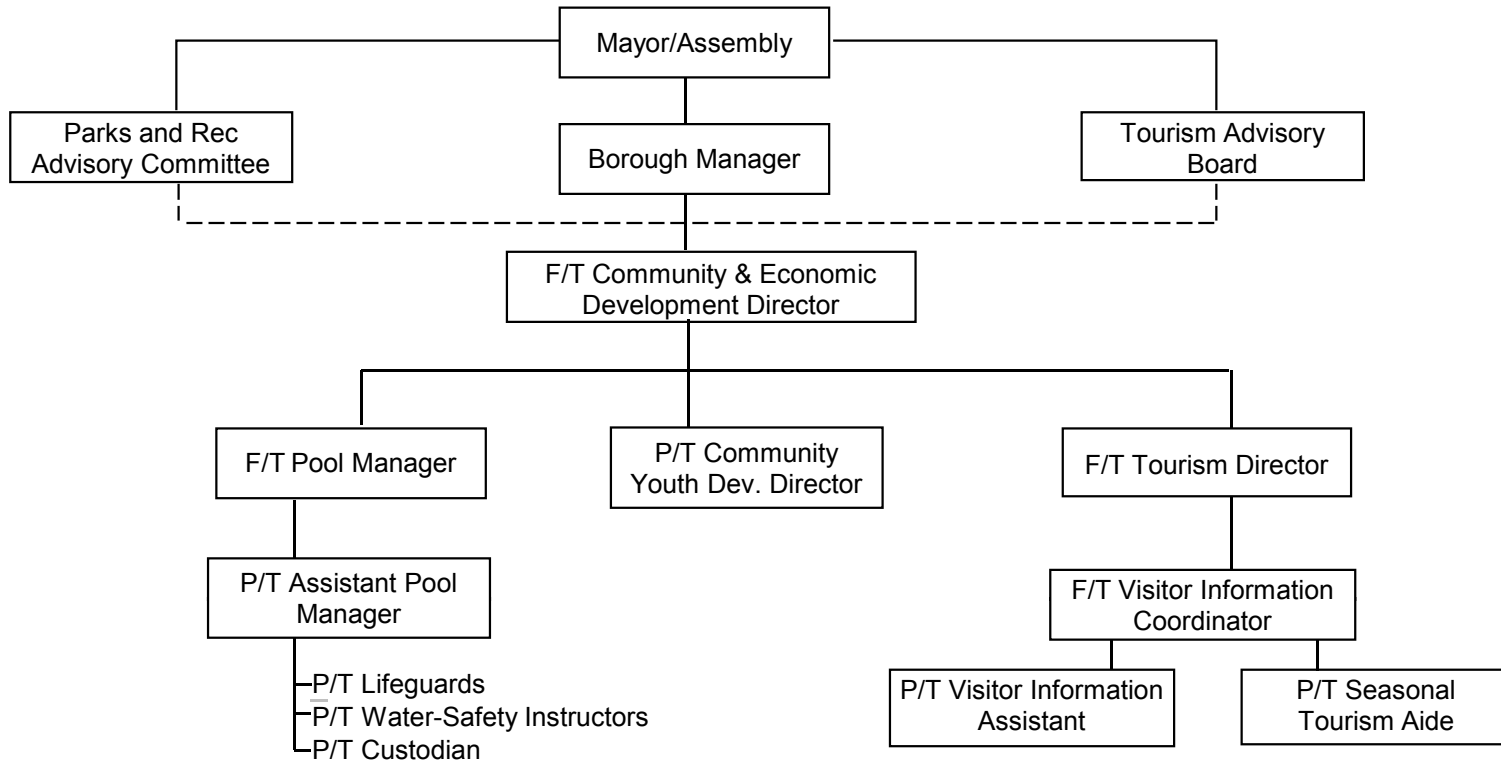
Disclaimer:

Hiring and Promotion Policies are conducted in accordance with Haines Borough Code Chapter 2.74 contained at this link: <http://www.codepublishing.com/AK/HainesBorough.html>

HBC 2.74.070: Other qualifications being equal, preference in employment shall be given first to borough employees and then to residents of the Haines Borough. When considering all applicants, other qualifications being equal, veterans, as defined by state law, shall be preferred for employment.

DRAFT

COMMUNITY & ECONOMIC DEVELOPMENT



Memorandum

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

June 4, 2014

To: Haines Borough Assembly

Cc: Jones Hotch Jr. Chilkat Indian Village, Council President
John D. Katzeek, Chilkoot Indian Association, Council President
Dave Sosa, Manager, Haines Borough
Julie Cozzi, Clerk, Haines Borough
Brad Ryan, for Takshanuk Watershed Council

From: Stephanie Scott, Mayor, Haines Borough

Subject: Request Assembly concurrence to continue to develop the proposal: Exploring the impacts on the Haines Community of developing the Palmer Deposit: social, economic, environmental, and transportation

The Takshanuk Watershed Council is keen to help our community examine the impacts of the development of the Palmer Deposit – in a non-positional, science based forum. So am I. So is Assembly Member Schnabel. And so, I hope, are you!

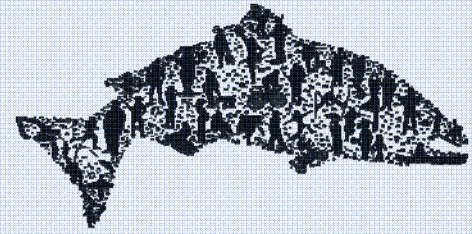
Assembly Member Schnabel and I sat down with Brad Ryan (Takshanuk Watershed Council) and prepared this iteration of a grant submitted to the Ben & Jerry Foundation (but not funded). We re-worked the initial proposal to develop a venue through which we can all listen and learn before we develop positions. We recognize that a “mine plan” may be a long way off; but the concerns are with us now. We believe that it is the leadership’s responsibility to help the community anchor their concerns and interests in sound information. I believe that a forum such as the one proposed, or one that we collectively design, can help.

I am actively seeking partnership with the Chilkat Indian Village and the Chilkoot Indian Association. My vision is that the three governments will sponsor this project.

At this point in time, I am asking for your support to continue to seek partnership with the CIV and the CIA, with whom, if successful in achieving partnership, we will negotiate the final proposal, budget, and funding sources.

Attachment: Draft #4 (current draft): Exploring the impacts on the Haines Community of developing the Palmer Deposit: social, economic, environmental, and transportation

Takshanuk Watershed Council
P.O. Box 1029, Haines, AK 99827
(907)-766-3542



Project Name: Exploring the impacts on the Haines Community of developing the Palmer Deposit: social, economic, environmental, and transportation.

Amount Requested: \$20,000a

Project Description

The Takshanuk Watershed Council (TWC) is proposing to host a two-day community forum that will bring together the various stakeholders to gauge and respond to the interest, concerns and perceptions of the community of Haines on the proposed Palmer mine.

The TWC believes that the best way to be good stewards of our Watersheds is to use the science and research and leave personal agendas at home. TWC strives to bring science and research to projects in Haines that not only reduce the impacts to the environment but result in smarter more sustainable and economic solutions. This perspective has allowed TWC to act in a middle-of-the-road position of respect for working on controversial issues in Haines.

To accomplish the above objective, TWC will use the following scope of work:

1. Host/facilitate an initial stakeholder meeting in the fall of 2014 that includes representatives from the Haines Borough, Chilkoot Indian Association, Chilkat Indian Village, Constantine Metal Resources, and other identified stakeholders.
 - a. At this meeting TWC will identify the interests, concerns, and perceptions of the stakeholders in relation to the proposed Palmer project.
2. Using the results from the first stakeholder meeting TWC will develop a list of speakers to address the interest, concerns, and perceptions of the participants.
3. TWC will host a second stakeholder meeting to present the list of speakers to the stakeholder group and develop the final invitation list.
4. In the spring of 2015 TWC will host a two-day forum for the Haines Community centered on informative talks from the invited speakers identified in the stakeholder meetings. The forum will include panel discussions focused on the social, economic, and environmental impacts of a mine of the size and type of the proposed Palmer project to the Haines community.
5. TWC will solicit community feedback at the conclusion of the forum.
6. TWC will host a final stakeholder meeting to discuss community feedback gathered at the forum and next steps to be taken as a community.

Budget Narrative:

Stakeholder Meetings: \$4,500

The TWC will hold three stakeholder meetings starting in the fall of 2014 through the spring of 2015. The cost per stakeholder meeting will be \$1,500 which will include preparation, facilitation, summary of results, and follow up.

Forum: \$6,000

TWC will develop a two day forum, develop an agenda, invite speakers and panel members, make travel arrangements, and organize the two day forum. In addition, TWC will secure a venue and provide refreshments and other necessary resources for a successful forum.

Travel: \$5,000

Limited travel and accommodation for speakers will be provided for invited speakers who do not have the funding to travel to Haines through their employment or personal funds.

Personnel: \$4,500

TWC anticipates an additional 100hrs at \$45/hr. (this is a fully loaded rate including fringe, office, workstation, etc.) to organize and report on the entire eight month program.