

  
**Haines Borough**  
**Borough Assembly Meeting #272**  
**AGENDA**

**June 24, 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
- 8C – Chilkat Center Facility Report
- 9A – Planning Commission Minutes
- 9B – Parks and Recreation Advisory Committee Minutes
- 11A1 – Adopt Resolution 14-06-568
- 11A2 – Adopt Resolution 14-06-569
- 11A3 – Adopt Resolution 14-06-570
- 11A4 – Adopt Resolution 14-06-571
- 11C1 – Notification of Edwards Abatement Appeal

**\*4. APPROVAL OF MINUTES – 6/10/14 Regular**

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

**A. Proclamation: Honor Wayne Price**

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

**7. PUBLIC HEARINGS**

**A. Ordinance 14-05-381 – Second 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 and had a first public hearing on 6/10. **Motion:** Adopt Ordinance 14-05-381.*

**B. Ordinance 14-05-382 – Second 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 and had a first public hearing on 6/10. **Motion:** Adopt Ordinance 14-05-382.*

**C. Ordinance 14-05-383 – Second 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 and 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 and had a first public hearing on 6/10. **Motion:** Adopt Ordinance 14-05-383.*

**8. STAFF/FACILITY REPORTS**

**A. Borough Manager – 6/24/14 Report**

**B. Borough Attorney – "Legal Year in Review" Report**

**\*C. Chilkat Center – Report of May 2014**

**D. Library – Corey Wall (MRV Architects) Report on Library Addition**

*Note: This is an opportunity to inform the assembly at the conceptual drawing level before money is spent on final drawings.*

**9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES**

- \*A. Planning Commission – Minutes of 4/17/14 and 5/8/14
- \*B. Parks & Recreation Advisory Committee – Minutes of 5/22/14
- C. Assembly Standing Committee Reports

**10. UNFINISHED BUSINESS - None**

**11. NEW BUSINESS**

**A. Resolutions**

\*1. **Resolution 14-06-568**

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a new agreement with Lynn Canal Broadcasting for management of the Chilkat Center.

*This resolution is recommended by the borough manager. **Motion:** Adopt Resolution 14-06-568.*

\*2. **Resolution 14-06-569**

A Resolution of the Haines Borough Assembly adopting written findings of the June 10, 2014 appeal hearing of the Nelson nuisance abatement order.

*A resolution adopting the findings is a step required by HBC 8.12.130(H). **Motion:** Adopt Resolution 14-06-569.*

\*3. **Resolution 14-06-570**

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a professional services contract with Haines Animal Rescue Kennel to provide animal control services during FY15 for an amount not to exceed \$47,814.

*This resolution is recommended by the Chief of Police. This is in the FY15 budget. **Motion:** Adopt Resolution 14-06-570.*

\*4. **Resolution 14-06-571**

A Resolution of the Haines Borough Assembly establishing investment objectives for the Haines Permanent Fund, and adopting investment asset allocation goals and performance benchmarks.

*This resolution is a follow-up to Ordinance 14-05-380, adopted on 6/10/14, which increased the cap for stock investments for the Permanent Fund from 25% to 50%. **Motion:** Adopt Resolution 14-06-571.*

**B. Ordinances for Introduction - None**

**C. Other New Business**

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

*The borough issued a Title 8 abatement order to George Edwards regarding an unauthorized junkyard on his property on Small Tracts Road. He appealed in writing, and the clerk determined it to be filed timely. Per 8.12.130, the clerk is presenting this appeal to the assembly and with the assembly's direction the clerk will schedule the appeal hearing. There is no other action to be taken at this time. **Motion:** 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 August 11, 2014 (60 days from date of appeal).*

\*2. **Classification and Method of Sale for a Portion of Lot 8, Primary School Subdivision**

*The borough received an application from Haines Brewing Company, Inc. for purchase of borough-owned real property, specifically a portion of Lot 8, Primary School Subdivision. On 6/12, the planning commission passed a motion recommending this portion be classified for sale as proposed. If the assembly chooses to classify it for sale, the borough manager recommends disposal by negotiated sale. **Motion:** Classify a portion of Lot 8, Primary School Subdivision for sale, as recommended by the planning commission; direct the borough manager to proceed with the process of subdividing the lot; and authorize the manager to dispose of the classified area by the negotiated sale method.*

**12. CORRESPONDENCE/REQUESTS**

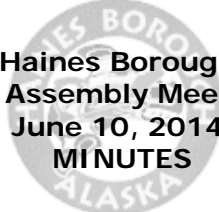
**13. SET MEETING DATES**

**A. Energy Roundtable – 1:30 p.m. Thursday, 6/26, at Haines Borough Public Library**

**14. PUBLIC COMMENTS**

**15. ANNOUNCEMENTS/ASSEMBLY COMMENTS**

**16. ADJOURNMENT**


  
**Haines Borough**  
**Borough Assembly Meeting #271**  
**June 10, 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**, and Diana **LAPHAM**. Absent: Dave **BERRY**.  
**Staff Present:** David **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Carlos **JIMENEZ**/Director of Public Facilities, Simon **FORD**/Sergeant, Phil **BENNER**/Harbormaster, Xi "Tracy" **CUI**/Planning & Zoning Technician III, Leslie **ROSS**/Tourism Director, and Jila **STUART**/Finance Director.  
**Visitors Present:** Karen **GARCIA**/CVN, Margaret **FRIEDENAUER**/KHNS, Paul **NELSON**, John **FLORESKE**, Heidi **ROBICHAUD**, Jim and Julie **SHOOK**, Meredith **POCHARDT**, Marlena **SAUPE**, Randy **WANAMAKER**, Brad **RYAN**, John and Lynn **NOWAK**, George and Joan **MCCAMENT**, Jamie **MICHEL**, Gerard **GARLAND**, 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 – 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

**Motion:** **WATERMAN** moved to "approve the agenda/consent agenda," and it was amended to remove 11C4 Job Description from the agenda and 11C2 from the consent agenda. The motion, as amended, carried unanimously.

4. **APPROVAL OF MINUTES** – 5/27/14 Regular
5. **PUBLIC COMMENTS** - None
6. **MAYOR'S COMMENTS/REPORT**  
Mayor **SCOTT** gave brief comments concerning the recent Port Chilkoot Dock opening ceremony, the new flower planters on Main Street, the upcoming Energy Round Table on June 26, and her plan to be out of town June 16-17.
7. **PUBLIC HEARINGS**  
**A. Appeal of a Nuisance Abatement Order** – Paul A.L. Nelson  
*On May 5, 2014, the borough issued a nuisance notice and order of abatement to Paul Nelson regarding solid waste disposal on his property in Skyline Estates Subdivision. He filed a timely appeal.*  
Mayor **SCOTT** presided over the hearing and chose not to require oaths or compel witnesses.  
Appellant: **NELSON** addressed the assembly by reading the June 9, 2014 written comments he provided to the assembly.  
Borough: **SOSA** summarized the borough's nuisance abatement order, and the reasons it was issued.  
Public Testimony: **J. NOWAK**, **MCCAMENT**, **Jim SHOOK**, **L.NOWAK**, and **GARLAND** spoke in support of the borough's nuisance abatement order. No persons spoke in opposition.  
Appellant: **NELSON** offered a rebuttal of statements made by the manager and the public.

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

**Motion:** LAPP moved to "uphold the order of nuisance abatement," and the order was modified to be issued, as follows:

1. The incorrectly processed glass may remain inside the foundation provided it is capped within 10 business days of the hearing date (June 21, 2014, midnight);
2. The fill outside of the foundation must be removed within 10 business days of the hearing date (June 21, 2014, midnight); and
3. Mr. Nelson must pay a fine of \$300 for depositing improper fill onto private property.

The motion, as amended, carried 4-1 in a roll call vote with **WATERMAN** opposed.

The assembly will adopt the appeal findings by resolution at the next meeting.

**B. Ordinance 14-05-379** - Second 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.**

Mayor **SCOTT** opened and closed the public hearing at 7:52pm; there were no public comments.

**Motion:** LAPP moved to "adopt Ordinance 14-05-379," and the motion carried unanimously in a roll call vote.

**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%.**

Mayor **SCOTT** opened and closed the public hearing at 7:54pm; there were no public comments.

**Motion:** **WATERMAN** moved to "adopt Ordinance 14-05-380," and the motion carried unanimously in a roll call vote.

**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.**

Mayor **SCOTT** opened and closed the public hearing at 7:55pm; there were no public comments.

**Motion:** **WATERMAN** moved to "advance Ordinance 14-05-381 to a second public hearing on 6/24/14," and the ordinance was amended to change "*[t]he Chilkat Center managing director*" in Section 2.104.020 to "*[t]he manager of the Chilkat Center*" and change "*[t]he managing director*" in Subsection 2.104.040(B) to "*[t]he manager of the Chilkat Center.*" The motion as amended carried unanimously.

**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.**

Mayor **SCOTT** opened and closed the public hearing at 7:58pm; there were no public comments.

**Motion:** **SCHNABEL** moved to "advance Ordinance 14-05-382 to a second public hearing on 6/24/14," and the ordinance was amended to replace "*for a total value of \$2,337 per year*" in the seventh WHEREAS with "*for a total value of \$28,044 annually.*" The motion, as amended, carried 4-1 with **CAMPBELL** opposed.

**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.**

Mayor **SCOTT** opened and closed the public hearing at 8:11pm; there were no public comments.

**Motion:** **CAMPBELL** moved to "advance Ordinance 14-05-383 to a second public hearing on 6/24/14," and the ordinance was amended by replacing "[e]ach business shall be limited to one freestanding sign" in Section 18.90.04 with "[f]reestanding signs are limited to one per business." The motion failed 3-2 with **WATERMAN** and **CAMPBELL** opposed.

**Motion to Reconsider:** **WATERMAN** moved to reconsider her vote, and the motion carried 4-1 with **CAMPBELL** opposed.

The new vote to advance Ordinance 14-05-383, as amended, to a second public hearing on 6/24/14 carried 4-1 with **CAMPBELL** opposed.

## 8. STAFF/FACILITY REPORTS

### A. Borough Manager – 6/10/14 Report

**SOSA** summarized his written report and entertained questions and comments about the following topics: roadways that would provide access to the Aspen Hotel site, evaluating the Primary School Subdivision plat, the Mosquito Lake School building, and July 4<sup>th</sup> fireworks.

\*B. **Public Library** – Staff Report of April 2014

\*C. **Sheldon Museum** – Staff Report of May 2014

## 9. COMMITTEE/COMMISSION/BOARD REPORTS & MINUTES

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

\*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).**

**Motion:** **LAPP** moved to "adopt Ordinance 14-05-380," and it was amended to replace "March 1<sup>st</sup>" with "March 31<sup>st</sup>" in HBC 3.70.040(K)(4)and(6). The motion carried unanimously as amended in a roll call vote.

## 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.**

*The motion adopted by approval of the consent agenda: "adopt Resolution 14-06-567."*

### B. Ordinances for Introduction - None

### C. Other New Business

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

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

**Motion:** **LAPHAM** moved to "authorize a letter of borough support for an application for a designated winter recreation area memorial in the Eagle Preserve," and it carried 4-1 with **CAMPBELL** opposed.

#### \* 3. Freeride World Tour Hosting

*Note: Freeride World Tour (FWT) is an annual event held in various parts of the world. This is the first time for Alaska and they would like Haines to be a host community. The Tourism Advisory Board encouraged the assembly to consider and support sponsorship of this event.*

*The motion adopted by approval of the consent agenda: "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 item was completely removed during approval of the agenda. This new position was approved by the assembly; however a job description is the prerogative of the manager.*

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

*Note: The Takshanuk Watershed Council was eager to help the community examine the impacts of the development of the Palmer Deposit in a non-positional, science-based forum. Mayor Scott requested assembly concurrence to continue to develop this proposal.*

**Motion:** WATERMAN moved to "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," and the motion **FAILED** 1-4 with LAPP, CAMPBELL, LAPHAM, and WATERMAN opposed.

**Motion:** Just prior to 9:30 p.m., WATERMAN moved to "continue the meeting until the agenda is finished," and the motion carried unanimously.

**Motion:** SCHNABEL moved to "authorize the mayor to seek collaboration with CIA and CIV for conduct of a holistic exploration of the possible social, political, and economic impacts of a mining industry in our jurisdictions," and it carried 4-1 with CAMPBELL opposed.

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

**Motion:** WATERMAN moved to "go 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." The motion carried unanimously.

Present: Mayor Scott; Assembly Members Lapp, Waterman, Lapham, Schnabel, and Campbell; and Borough Manager Dave Sosa. The executive session convened at 9:41pm and ended at 10:10pm. No action was taken following the executive session.

**12. CORRESPONDENCE/REQUESTS** - None

**13. SET MEETING DATES** - None

**14. PUBLIC COMMENTS**

FREIDENAUER asked if the assembly will put out a statement about the manager's 60-day review. Mayor SCOTT responded saying the general consensus is the assembly is very pleased with the manager's performance and looking forward to a long tenure.

**15. ANNOUNCEMENTS/ASSEMBLY COMMENTS**

CAMPBELL and WATERMAN will both be absent from the July 22 meeting.

SCHNABEL suggested providing oversight on the nuisance abatement process to make sure ALL the glass is taken, as stipulated. She also asked if the grass at Tlingit Park can be fertilized.

SCOTT reminded that *Lemonade Day* is Saturday, the 14<sup>th</sup>.

WATERMAN said the old fire hall tower is now up. She noted the importance of remembering there are some really great people in this town.

CAMPBELL congratulated SCHNABEL on achieving her Master's degree in Public Administration.

**16. ADJOURNMENT** – 10:17pm

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

ATTEST:

\_\_\_\_\_  
Stephanie Scott, Mayor

\_\_\_\_\_  
Julie Cozzi, MMC, Borough Clerk



Agenda Bill No.: 14-470

Assembly Meeting Date: 6/24/14

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: Adopt Ordinance 14-05-381.

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: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
<p>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.</p> <p>Note: The Borough Attorney has reviewed this ordinance.</p>

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

Assembly Action:	
Meeting Date(s): 5/27, 6/10, 6/24/14	Public Hearing Date(s): 6/10, 6/24/14
	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 Board**.

~~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 Board**.

**There shall be an advisory board known as the Chilkat Center Advisory Board 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 **manager of the** Chilkat Center ~~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 manager of the Chilkat Center 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: 06/24/14



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-471

Assembly Meeting Date: 6/24/14

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
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 5/1/2014	

**Full Title/Motion:**  
Motion: Adopt Ordinance 14-05-382.

**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 is also seeking assembly approval by resolution of a new management agreement (MOU) subject to adoption of this lease. Under the terms of that new MOU, KHNS would provide Chilkat Center management services in exchange for a waiver of rent payments (valued at \$28,044 annually). Also, 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 MOU continues to exist.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 5/27, 6/10, 6/24/14	Public Hearing Date(s): 6/10, 6/24/14
	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 2<sup>nd</sup> 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 \$28,044 annually; 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 \_\_\_\_\_, 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: 06/24/14

**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 2<sup>nd</sup> 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

**Signature Date:** \_\_\_\_\_

**Lynn Canal Broadcasting**

By: Kay Clements  
Title: General Manager

**Signature Date:** \_\_\_\_\_



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 14-472Assembly Meeting Date: 6/24/14

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 5. Memo from Chief of Police
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 5/19/2014	

**Full Title/Motion:**

Motion: Adopt Ordinance 14-05-383.

**Administrative Recommendation:**

The borough manager recommends adoption.

**Fiscal Impact:**

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

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives:

Page 95

Consistent:  Yes  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 use. The planning commission recommended handling this by conditional use, but a former G.A.S. committee grappled 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, 6/24/14

Public Hearing Date(s): 6/10, 6/24/14

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~~ **Freestanding signs are limited to one per business.**

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 18.90.070(A)(7);~~

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

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

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

~~L.~~ L. 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: 06/24/14

## 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.

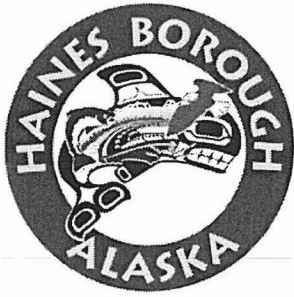
One solution to this situation was proposed by the planning commission – to allow an off-premises sign with a conditional use permit – and the Assembly at the time asked the Government Affairs and Services Committee to weigh in. The committee did meet but as they delved into Alaska signage law (since 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



**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) 907.766.2190  
Fire Dept. 907.766.2115 ♦ (fax) 907.766.3373

Date: June 19, 2014

David Sosa, Borough Manager:

I have no objection to the proposed amendment to the Title 18, Chapter 90 of the Haines Borough Code regarding the existing sign ordinance. The proposal would help prevent an enforcement problem given the number of signs currently in use. I am supportive of the amendment as long as the signs do not block public right of way, create a vision obstruction for drivers, and are within proper setback limits. The signs should be of a temporary type easily moved from the location and not a more permanent type of construction. The proposed amendment addresses this as it tends to point to what is currently being used at this time. Again, if the amendment is not adopted the current sign situation will create an enforcement issue for Planning personnel and the police department.

Sincerely,

A handwritten signature in black ink that reads "Wm. Musser".

Wm. (Bill) Musser  
Chief of Police

cc: Julie Cozzi, Borough Clerk



# MANAGER'S REPORT

DATE: June 24 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:**

Holly Davis, our Children's Librarian deserves special mention. Holly planned, created, and organized the Summer Reading Kick-off that drew in a wide variety of volunteers and participants. The appeal of her ongoing programs throughout the summer has encouraged 155 youth to sign up and participate in the Summer Reading program that encourages both early and ongoing literacy. During the month of May, Holly organized 37 story times and programs with an attendance of 669. Her contributions to literacy and education, as well as amazing creativity and energy in program planning, is a long-lasting benefit to our community.

## **Managers Comments:**

This is the last Manager's Report of FY 14. In addition to the items listed within this report I would also note that I have provided 1<sup>st</sup> Quarter Guidance and Direction to staff which is included as an attachment to the Manager's Report. The following are manager's notes on specific agenda items and additional comments.

## **Resolution 14-06-568 A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a new agreement with Lynn Canal Broadcasting for management of the Chilkat Center.**

The Manager conducted a final meeting with Ms. Kay Clements on Monday 16 June during which final terms were agreed upon. It should be noted that the agreement is structured to take effect only if the lease agreement (Ordinance 14-05-382) is passed.

## **Ordinance 14-06-384 An Ordinance of the Haines Borough amending Haines Borough Code Title 3 to add the upper level of the Soboleff-McRae Veterans Village & Wellness Center owned by Haines Senior Assisted Living Inc. to the list of community purpose exemptions in HBC 3.70.040.**

In an e-mail dated Monday 16 June Mr. Olsen stated that the facility had been added to the tax rolls and "The 2014 value for level 2 of the SMVV for 2014 is \$505,800 which is the value as of January 1, 2014 when it was 25% complete. New construction value is

calculated at whatever percent complete it is as of January first if it is not finished before the end of the year.”

**Ordinance 14-06-385 An Ordinance of the Haines Borough providing for the addition or amendment of specific line items to the FY14 budget.**

This item is included to address final revenue and expenditure adjustments for the current fiscal year.

**Town Hall:** I will conduct a Manager’s Town Hall on 30 June at 6:30 PM in the Chilkat Center to provide information to the community on my impression over the last 60+ days. I will draw from the information I previously provided to the Borough Staff and also have time for Q&A with residents and visitors. I intend to conduct another Manager’s Town Hall in August focused on Port and Harbor issues and concerns.

**Haines PILT payment:** I was informed by our lobbyist that DOI has come up with an estimate of \$344,205 for the Borough’s PILT payment this year. This amount is based on a calculation of Federal entitlement acreage of 956,983 within the Borough’s boundaries. Last year’s calculation used a Federal entitlement acreage total of 1,104,660. Unless DOI has miscalculated, it appears that the Borough has lost 150,000 acres of Federal land. We are checking on what has caused this difference between FY’s.

**Haines Senior Center Heating:** The Mayor reported that the senior center Board claims that the cost of heat has increased due to the installation of pellets. I have directed the Director of Facilities and CFO to assess this claim and report back in time for the Coast Guard’s Q&A session on this topic at end of the month. Potential areas of concern/impact are: installation (correct/incorrect), operation (correct/incorrect), Heat Settings, Year to Year cost analysis, etc. A point to consider is that a higher cost can be offset by creating a closed loop within the local economy. We need more analysis to ensure we have accurate information.

**Ordinance/Resolution Training:** The Clerk is preparing a class for members of the staff, the Assembly, Boards, Committees, and Commissions on preparing Ordinances and Resolutions. This will enable all entities involved in local governance to begin the process of developing these documents rather than have all of them drafted by one individual. The goal is to ensure early cross communication and identification of issues and ensure that drafts are fully vetted.

**Nuisance Abatement Order ICO Mr. Nelson:** The Borough Staff have monitored the progress of clean-up of the property on Skyline Drive and an updated report will be provided during the Assembly Meeting.

**ComEcDev Position:** I received some additional input from Assembly Members on this position and made final edits and the position posted last week. As a gap filler I spoke with the Mayor and we have approved Ms. Christina Baskaya as an emergency/special hire until the full time position is filled. Ms. Baskaya does not have direct oversight of Tourism, Pool, and CYD and those positions will fall under me until a full time Department Head is hired. Ms. Baskaya’s focus towards these departments will be to work with other staff to shape conditions for success.

**Clerk:**

The new audio equipment has been shipped, and we are still on target to have everything installed and tested in time for the first assembly meeting in August. The clerk and the system administrator have been testing solutions for recording/bookmarking meetings.

## **Community & Economic Development:**

Pellet Boiler at the Senior Center: We are collecting delivery and fee schedule information from Ron Jackson to review for significant increase or decreases in heating expenses.

Tourism: Together, we are devising a way to survey cruise ship tourist movement around the community to establish better resources for visitors.

Fireworks: Mr. Wilde withdrew his offer from consideration and our Tourism Director worked with another vendor to provide a display on the 5<sup>th</sup> of July. Due to the many complex elements that needed to fall into place these negotiations were not successful. As a result THERE WILL NOT BE a fireworks display this year. We will continue to engage with vendors and work this summer to schedule next year's display.

Kluane Chilkat International Bicycle Relay: The Tourism Director put together a coordination meeting between Borough Personnel (Police, Fire, Tourism, Facilities) and race organizers on Friday 6 June where stakeholders met to ensure appropriate support for the event would be available, including garbage pick-up, bathroom maintenance, police, fire safety and shuttle route.

Pool: Pool temperature survey results show significant community support for increasing temperature of the pool. The Borough will follow up with a report on the costs to raise the pool temperature to desired a level along with generating a plan to increase usage.

Picture Point: Progress reported by Facilities. Topography survey to be completed before moving forward with other developments.

## **Facilities:**

### Borough Radio Communication System and E-911

The contractor has asked for the final inspection of the townsite work that included the new E911 system and radio upgrades. This inspection will happen the last week of June. 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

With the exception of minor punch list items at the PC Dock, the project is complete. The contract will not be closed until these items have been addressed, at which time the retainage will be paid.

### Third Avenue Reconstruction

All of the sub-excavation has been done on this project. On June 18 the contractor began installing catch basins and culverts. This work is expected to take up to two weeks. Concrete forms will begin in late June/early July.

### 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 area.

### Picture Point

The Borough has requested a fee proposal from PND Engineers for a grading plan to include Phase I of the picture point project. Staff has also requested a fee proposal from Artisan Surveying Group to perform the topographical survey of the project area. This

contractor is in Haines for the 3<sup>rd</sup> Avenue project. Staff will develop cost estimates for different aspects of this project and produce a potential schedule for phased construction based on the current budget.

**Finance:** NSTR

**Fire & Emergency Services:**

Dispatch Costs: on Friday June 6<sup>th</sup> 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. I have directed the CFO to lead a working group comprised of the Fire Department Chiefs and other individuals to be identified and report back to me no later than 1 September with recommendations.

Mass rescue Operation Meeting: There was a Mass Rescue Operation (MRO) meeting on June 10<sup>th</sup> with the U.S. Coast Guard. The information was helpful and the meeting was attended by Borough Staff and Ms. Marcia Scott the Administrator of SEARCH. One item discussed was the degree of support that would be required of the community in a MRO and it was noted that there were no representatives from local community groups, business groups, or religious groups. I have requested that another brief be scheduled to which we can invite other essential stakeholders.

**IT:** NSTR

**Land Assessment-Planning & Zoning:**

Assessor Position: The job description for the full time Assessor is complete and was posted this week. The Asst. Assessor position will phase out on 1 July and the goal is to have a full time hire in place no later than 15 July. An interim emergency hire will be enacted until a full time assessor is hired.

Primary School Plat: at the request of the Planning Commission I am convening a working group to review the Primary School Plat. This review is required as a result of anticipated adjustments based off of the Aspen and other possible property purchases. I will direct Tracy to lead a group of Borough employees and other designated individuals to produce options for review by the planning commission in advance of their next meeting.

Site Control Workshop: Planning & Zoning Technician Tracy Cui is attending a "Site Control Workshop" in Anchorage sponsored by HUD. Obtaining proper site control is a complex requirement for any community development project. This no-cost workshop offers a unique opportunity to obtain a comprehensive overview of the site control process directly from the agencies with a focus on the issues and challenges of rural Alaska communities including Federal Townsites, ANCSA, Municipal Trust Land, Land Surveys, Land Research, Project Planning, Recording of Land Documents, Title Insurance, Native Allotments, Trust Lands and much more. We look forward to her report.

Planning & Zoning Technician Tracy Cui has been training Administrative Assistant Kathy Friedle to assist with land use permits and planning commission agenda packets. The goal is to increase response time for permit applicants and free up more of Tracy's time to do planning.

**Legal:** NSTR



## **Library:**

Usage: May was a month of record numbers. We had over 10,000 visits as compared to 8,700 in May of 2013. Local organizations meeting room use and attendance was the highest it has ever been at 324. WiFi use reached a maximum. Last summer's record WiFi use was 124 devices in a day. On Wednesday, May 28<sup>th</sup> we passed that record with 135 devices and on June 4, it was 154.

The Summer Reading Program One hundred and thirty children and 50 adults attended the kick-off on May 23<sup>rd</sup>. The Library is also participating in a program called *Read to Feed*, a reading incentive service-learning program that offers global education opportunities and will help foster a love for reading, a passion to help others, and a motivation to help create a better world. Sixty-five certificates, for the total of \$325, have been chosen so far. Funding for the certificates of \$5 each comes from donations.

## **Police:**

Kudos to Sgt. Ford, and Officers Rettinger and Dryden for the time they put into finishing up the changeover on the police vehicles. Now all of our police vehicles have the same striping and black hoods – a nice step towards team building. On the dispatch side – Dispatch trainee Sierra Hinkle just completed her training cycle and has been moved forward to covering a shift.

There will be an additional community program for the 4<sup>th</sup> of July weekend – On 7/6 from 1230 to 1330 the Emblem Club will be sponsoring their "Pedal to Push Away Drugs" bicycle safety event. They are planning a supervised ride from the Ferry Terminal to Chilkoot Park to emphasize bike safety.

## **Ports & Harbors:**

Commercial Fleet Actions: Commercial Shrimp, Crab and Salmon fishing opened this week and P&H personnel ensured availability of ice, fuel and grid to the fleet. Additionally, the U.S Coast Guard Commercial Fishing Inspector will be back in town next week to finish vessels that did not get inspected last week.

Net Float Improvements: Great Job to Shawn, Mark and Henry who finished putting floatation billets under net float and have the plywood top all ready to go. These floats have not been refurbished since Petersburg fisheries donated them to Haines over twenty years ago.

Portage Cove Harbor: The draft sediment sampling and analysis plan is out to the agencies for comment over the next month which is the next step in the expansion plan.

**Sheldon Museum & Cultural Center:** NSTR



# Borough Manager's First Quarter 2014 Guidance & Direction

DATE: June 24 2014  
TO: Department Heads  
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*

**Purpose:** The purpose of this document is to provide clear guidance to Borough staff on priorities and focus for the 1<sup>st</sup> Quarter FY 2015.

**Scope:** The guidance contained in this letter is focused on Department Heads but is applicable to all Borough Employees.

**Supporting Documents:** This guidance is nested within the framework of The Borough's Charter & Code, the Comprehensive Plan, The FY 15 Annual Budget, and The Manager's Philosophy for Leadership & Management

## **General Guidance Applicable to all Departments**

**Live & Work by Our Guiding Principles:** (ensure that you share this information with your staff)

- The people of our community are the reason we are here.
- We will be stewards of the public trust.
- We will be responsive to the needs of the community consistent with our diverse history, culture, and character.
- We will work to deliver services ethically, effectively, and efficiently
- We will work to enhance and sustain qualities that support quality of life for people and families

**Improve Communication:** "What do I know. Who else needs to know? Have I told them?" These are key questions to ask as you and your team members go throughout your duties and responsibilities. Seek to create venues to increase public awareness. Find ways to improve the public's, the Assembly's, and out staff's knowledge about what your department is doing. Leverage technology to create conditions that increase communication and understanding.

**Foster Integration & Reinforcement:** The knowledge gained through the departmental tours and briefs should help to foster communication and create opportunities for departments to work in tandem on projects. Seek opportunities to reinforce each other efforts and to provide increased synchronization of activities.

Implement/Improve Training & Professional Development: Every employee arrives on the job with a particular set of skills. We have a responsibility to increase knowledge, skills, and abilities through training and professional development. This is important to the public in that it ensures are employees have the most up to date information and skills to deliver service. It also demonstrates that we value our employees and the role they play in serving the public. Ensure that you provide time in schedules for on-site training and that you send employees away to attend essential off site training.

Enhance Customer Service: Give thought to how each employee interacts with the public and see that this interaction is in accordance with our guiding principles. We want to shape conditions so that we are responsive to our citizens rather than reactive.

Deliver Services/Support within allocated Budget: As stewards of the public trust we have a responsibility to use the resources we are provided in the appropriate manner. The revenue the Borough collects comes from out residents and visitors and we must spend this money wisely and in accordance with clearly articulated priorities. Track spending and make each dollar count. If you have concerns about going over budget bring these concerns up early so that we can balance your budget against other priorities.

### **Specific Guidance for Departments:**

#### Clerk:

- Maintain a high level of responsiveness and customer service
- Continue to train the clerk's office staff and assure readiness for the election period
- Draft/submit to manager an Elections policy
- Provide training to the Staff, the Assembly, Boards, Committee's and Commissions on the preparation or ordinances and resolutions.

#### Community & Economic Development

- Assist the Downtown Revitalization Committee with developing strategic and operational plans.
- Ensure the visitor center is prepared for continued high volume over the summer months and begin developing plans to increase winter tourism in Haines.
- Work with stakeholders to develop concepts for foot, bicycle, and traffic planning between the Docks, Ft. Seward, Downtown, and local area green spaces
- Work with CYD lead and Pool Manager to help them develop Quarterly and annual plans.
- Develop a Strategic Plan for Community & Economic Development and brief to the Manager no later than 30 September

#### Facilities:

- Ensure appropriate levels of maintenance and upkeep to facilities, roads, and borough equipment.
- Take requisite steps to prepare the Borough for fall/winter activities. Brief the Borough Manager at the end of the Quarter on plans for Winter Operations.
- Identify properties/facilities either not used or underutilized and coordinate with the Lands Manager to develop options for sale or transfer.
- Develop prioritized lists for borough property, facilities, and roads to help inform future planning and development
- In concert with the Fire Chief and the Police Chief develop a list of critical infrastructure

#### Finance:

- Familiarize your staff with the tenets of Priority Based Budgeting. In concert with the Borough Manager developing a FY 16 Budget Cycle that begins in October 2015.
- Assess the state of revenue generation and brief the Borough Manager on possible concepts for increasing revenue.

- Aggressively research and address delinquent property and sales tax accounts. Take all actions consistent with state law, Borough Charter, and Borough Code to collect on, or foreclose on, delinquent accounts

#### Fire:

- Maintain high levels of readiness and continue to provide essential service to the community
- Review and update Emergency Operations Plans emphasizing response to: Earthquake, Avalanche, Flood, Mass Casualty and Rescue Operations.
- Under the guidance of the CFO, Fire departments will work to address concerns relating to funding in all areas
- In concert with the Police Chief and the Director of Public Facilities develop a list of critical infrastructure

#### Information Technology:

- Conduct an assessment of the Borough's information sharing and provide options for how the Borough can employ technology to increase transparency for staff, elected officials, and the public.
- Develop an IT policy letter for the Borough
- Assist with quotes for new computers and peripherals according to the tech plan and the adopted FY 15 budget

#### Lands & Planning:

- Assessor
  - Develop a revised plan for conducting property assessments that meets the requirements established in code. If this not possible due to level of resources propose another plan to the Manager no later than 31 July 2014
  - Ensure all required properties are placed on the tax rolls
  - Provide a detailed plan for employment of the contract assessor to the Manager by 31 July 2014
  - Provide training to the staff on the duties and responsibilities of the assessor
- Planning
  - Develop a draft concept for Borough Planning and deliver to the Manager by 31 July 2104
  - By close of 1<sup>st</sup> Quarter 2014 deliver a Planning Concept to the Manager and be prepared to brief to the Planning Commission and the Assembly
  - In concert with the Police Chief develop a plan for enforcement and brief to the Manager by 15 August 2014.

#### Library:

- Work with Museum Director to find ways to reinforce and promote each other's activities
- Continue outreach and engagement with community groups focused on cultural enhancements within the Borough
- Work with Planning staff and the Borough staff to find ways for the Library to assist with Downtown Revitalization
- Continue planning for library renovation and engage/inform stakeholders

#### Museum:

- Work with Library Director to find ways to reinforce and promote each other's activities
- Continue outreach and engagement with community groups focused on cultural enhancements within the Borough
- Work with Planning staff and the Borough staff to find ways for the Museum to assist with Downtown Revitalization

#### Police:

- Continue to improve training and the overall capability of the force
- Emphasize community policing and encourage positive community engagement among your officers.
- Continue to develop and improve relationships with other law enforcement and public safety organizations within Southeast Alaska

- In concert with the Planning Department develop a plan for enforcement and brief to the Manager by 15 August 2014
- In concert with the Fire Chief and the Director of Public Facilities develop a list of critical infrastructure

Ports & Harbor:

- Take appropriate steps to prepare ports and harbors for winter operations
- Engage PHAC and Community to discuss long term goals for Lutak Dock and the Letnikof float system
- Initiate process to find funding for Phase 3 of PC Dock expansion

**BOYD, CHANDLER & FALCONER, LLP**  
ATTORNEYS AT LAW  
SUITE 302  
911 WEST EIGHTH AVENUE  
ANCHORAGE, ALASKA 99501  
TELEPHONE: (907) 272-8401  
FACSIMILE: (907) 274-3698  
bcf@bcf.us.com

June 19, 2014

**VIA Regular Mail and Electronic Mail**

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

Re: FY 2014 Status Report

Dear Mark:

This is written to provide you and the Assembly a summary of FY 2014 legal expenses to date and the current status of ongoing legal efforts.

**Total Fees and Costs.** The total cost of legal services rendered by our firm in the first eleven months of FY 2014 is \$69,866. Of this amount \$68,728 were fees for services and \$1,138 were costs. These fees were divided between legal projects in the approximate amounts set forth below. These are unaudited figures and have been rounded so there may be some imprecision in the amounts. It is not possible to allocate costs to each particular category, however, the bulk of incurred costs relate to the election investigation and CUP appeal discussed below.

**Garbage.** We reviewed and provided advice on the options available to the Borough to change the method of delivery of solid waste services. *Fees* totaled \$441.

**General Counsel.** The majority of our time spent on behalf of the residents of the Borough falls into this category. We provided advice on multiple personnel matters. We addressed several contested planning ordinance citations and advised on multiple planning and zoning issues including mandatory utility connections and permit requirements. We advised on several conflict of interest issues. We advised on a citizen complaint regarding the police department. We advised on the impact of changes to the method of electing Assembly members to an "at large" system. We assisted in a negotiated sale of Borough property to DOT for the ferry dock project and prepared sale documents for the sale of the old primary school property for a new hotel project. We advised on a tour permit revocation matter. We advised on road maintenance obligations in particular service areas. We advised the Borough Clerk and Assembly on issues related to a citizen initiative to amend the Borough charter. We prepared an

ordinance regarding personnel records and reviewed changes to the election code. We provided required certifications on an ADEC loan. We prepared an encroachment lease agreement. We drafted a release related to making surplus treated timber available to the public. We have recently begun a major overhaul of the penalty and fine sections of the entire Borough Code in order to bring the Borough into compliance with new Alaska Court rules related to minor offenses. We reviewed materials related to a contract for dispatch equipment and helped prepare a city manager contract. We finalized an MOU with CIA providing for jointly funded road projects. Some of our billings in this "general" category do include the matters discussed elsewhere in this report so this division of the total legal fees must be considered approximate. **Total** legal fees on all of these tasks were \$39,495.

**Election Investigation.** We participated in the challenge and investigation of the 2013 municipal election and prepared a report related to the election challenge. **Fees** totaled \$11,556.

**Port.** We have been analyzing legal issues related to the wait list for slips at the small boat harbor and have advised on a personnel matter. **Fees** totaled \$1,104.

**Property Tax.** We prepared for the next foreclosure and resolved a dispute with DNR regarding the sale of previously foreclosed property. We advised on a refund issue. We analyzed an exemption issue related to the Haines Assisted Living property. **Fees** totaled \$5,118.

**Sales Tax.** We advised on collection issues. We prepared an ordinance regarding taxation of games of skill and chance. **Fees** totaled \$1,344.

**Big Salmon CUP Appeal.** We assisted in the conduct of the CUP appeal and prepared the Assembly's decision on the appeal. We have also begun representing the Borough in the Superior Court appeal of the Assembly decision. Legal expenses to date total \$6,867. We anticipate expenses over the next year for briefing in the Superior Court will exceed \$10,000.

**Water/Sewer.** We advised on issues related to financing of lateral improvement districts. **Fees** totaled \$105.

**APC Rate Case.** We are representing the interest of Borough residents in the pending RCA rate increase docket. **Fees** to date total \$5,314.

**Public Records.** We were asked to separately track fees associated with public records requests in response to a flurry of such requests related to a zoning violation matter. **Fees**, once we began tracking them separately, were \$525.

**Redistricting.** This case wrapped up during the past year so **fees** were minimal - \$420.

Mr. David Sosa  
June 19, 2014  
Page 3

**Public Safety.** We provided an opinion regarding the authority of Borough officers to respond outside the townsite service area boundaries, and liability issues arising from such responses. We advised on a personnel matter. *Fees* totaled \$1,731.

**Heliskiing.** We were asked to track legal expenses associated with this industry separately. Our work related to an appeal of the 2014 skier day allocation decision, conflict of interest issues related to heliski matters and the process for revising the heliski map. *Fees* totaled \$1,680.

The above summarizes services provided over the past eleven months. Currently, we have in process the minor offense code revisions. We anticipate ongoing work on the CUP appeal and the APC rate case.

In general, the legal services we provide reflect the wide variety of activities undertaken by the Borough from regulation of business activity and land use, to provision of road maintenance and public safety services and employment of a fair number of people. In the past year a significant portion of legal work has related to fundamental issues involved in a system of representative democracy that we believe functions closest to the original ideal at the local level. Our role in this system is not to tell the Assembly what to do but to assist in achieving community goals articulated by elected representatives of Borough residents, and to help make local government function within applicable legal rules. As always, we welcome the opportunity to be of service to the people of the Haines Borough. Thank you for allowing us to serve as your legal counsel.

Very truly yours,

BOYD, CHANDLER &  
FALCONER, LLP

BY:



Brooks W. Chandler

BWC\ms  
lfbc.haines.corres.status.20140619





# Chilkat Center for the Arts

*A Community Facility Operated by the Haines Borough*

**(907) 766-3573**

**facsimile (907) 766-3574**

**E-mail [business@khns.org](mailto:business@khns.org)**

# 8C

## **Facility Administration Report**

**May 2014**

### **Usage:**

May saw the little and big girls onstage with Ms Kim's Ballet Recital, dancing to everything from the Pachelbel Canon to the Beach Boys in a finale that brought the girls and dads together for a very enthusiastic dance.

The Haines Arts Council hosted classical guitarist, Dimitri Kotronakis and the Sheldon Museum presented their volunteers with a thank you luncheon in the lobby. The kitchen is being used throughout the summer both by Sarah Jaymot and the Rainbow Glacier Tours.

May also heralds the beginning of summer weather and a definite decline in the use of the center. Classes are winding down as everyone looks outside and yearns to be there or are packing their bags for summer adventures. Melina Shield's yoga and Strongwomen are on hiatus for the summer and Jujutsu with Chorus Bishop has been reduced to adult classes for the remainder of June. Yoga Fundamentals and Morning Muscles continue although often in summer they choose outdoor venues.

The Foundation for the Chilkat Center and members of the Advisory Board went to work on the landscaping and did a great and lovely job replacing some plants, pruning others and generally giving the front of the building an attractive garden.

June 20<sup>th</sup> is the final sign up date for the children's theater that runs from the end of June through July 20<sup>th</sup>, culminating in a full play performed for the public onstage at the Chilkat Center. This year there are fewer children signed up early so you can help spread the word if you know some procrastinators or someone new to the program who hasn't considered it for their child.

### **Maintenance**

- Mike Wilson, hired as our new custodian in mid-April, has been getting rave reviews for his work – user groups going out of their way to compliment him.
- Many thanks to the borough for replacing the stove in the kitchen, our renter there is also appreciative of the excellent service.

#### *Things to keep on the maintenance list:*

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

*Submitted by Facilities Manager, Kay Clements, May 2014*

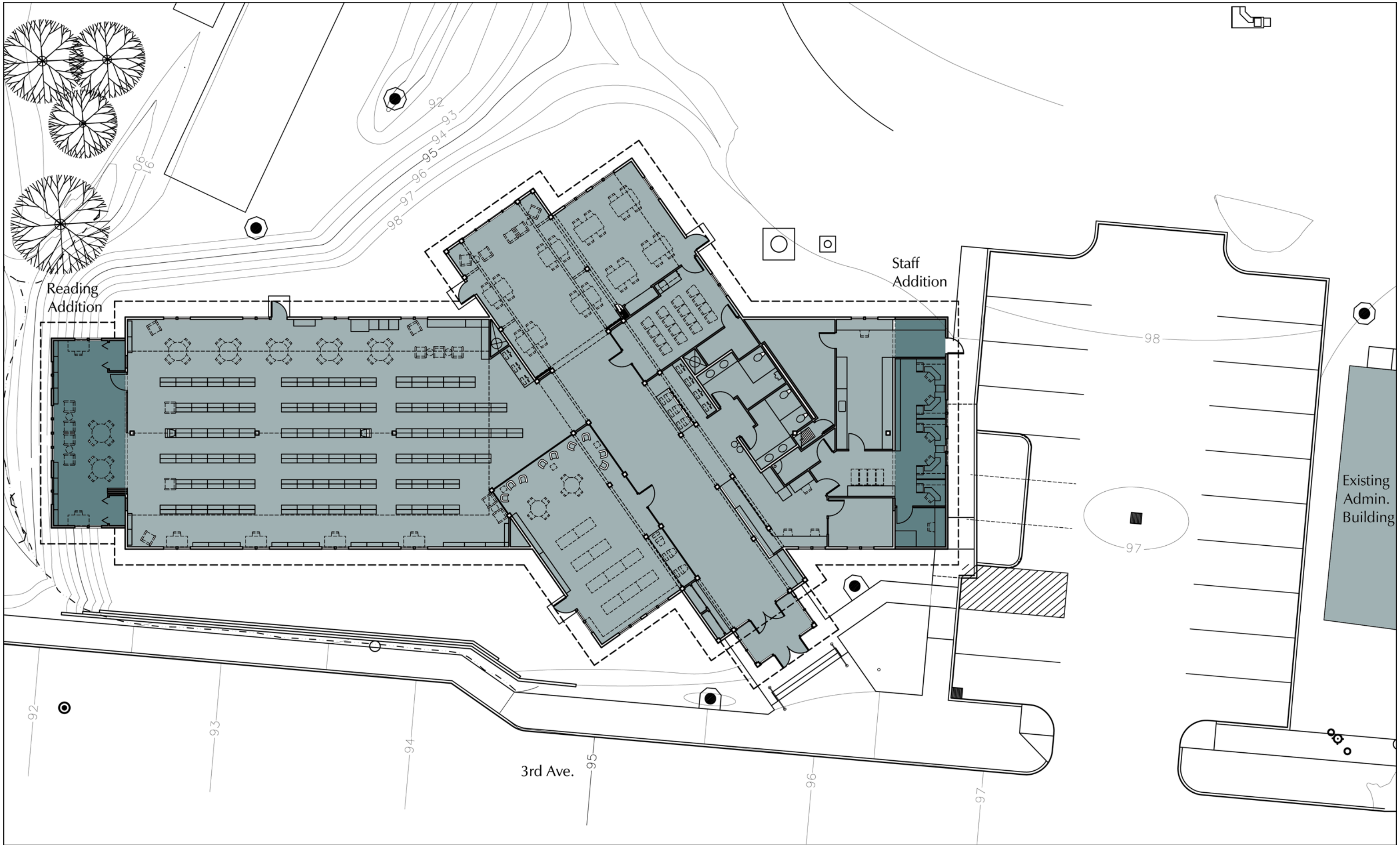
<b>Chilkat Center for the Arts</b>			
<b>5/31/2014</b>			
<b>Contact</b>	<b>Function</b>	<b>Participants</b>	<b>Amount</b>
	<b>Dance Studio</b>		
Marnie Hartman	Yoga	91	150.00
Melina Shields	Yoga	81	180.00
Chorus Bishop	Seibukan Jujutsu	35	60.00
	<b>Lobby</b>		
Well and Fit	Morning Muscles	66	120.00
St Michael's	Sunday Services	120	300.00
Well and Fit	Strongwomen	60	135.00
Sheldon Museum	Volunteer Reception	50	75.00
	<b>Conference Room</b>		
KHNS	Board meeting May 20	8	n/c
FCCA	Board meeting May 8th	7	n/c
	<b>Auditorium</b>		
Haines Arts Council	Dimitri Kotronakis	60	75.00
Kim Sundberg	Ballet Recital	250	400.00
	<b>Kitchen</b>		
Sarah Jaymot	Sarah J's Shoppe	2	250.00
Joe Ordonez	Rainbow Glaciers fish cutting	2	30.00
	<b>May Totals</b>	<b>832</b>	<b>1775.00</b>

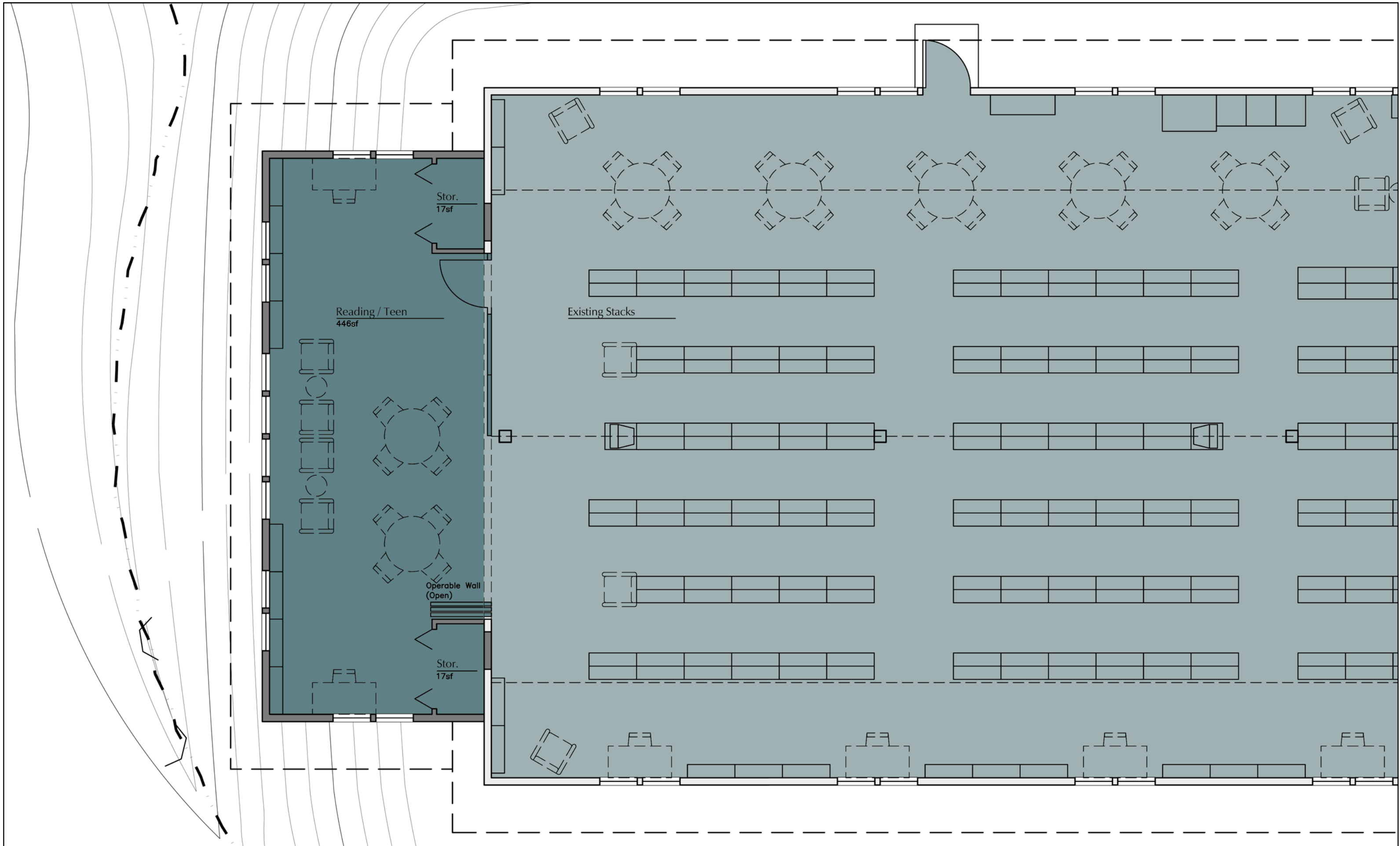


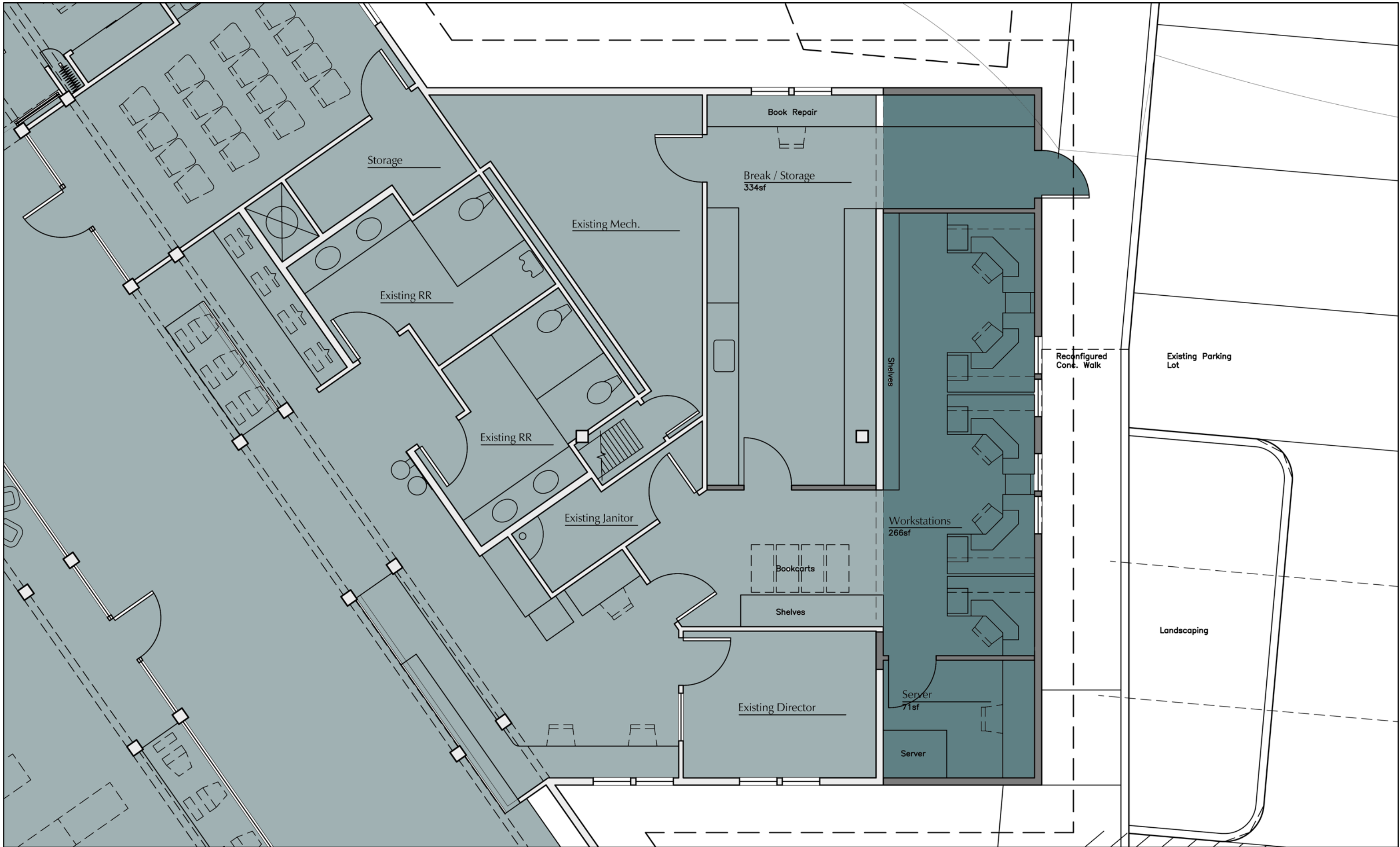
Staff Area



Server Closet









**Haines Borough  
Planning Commission Meeting  
April 17, 2014  
MINUTES**

**Approved**

1. **CALL TO ORDER/PLEDGE TO THE FLAG** – Chairman **Goldberg** called the meeting to order at 6:30 p.m. in Assembly Chambers and led the pledge to the flag.
2. **ROLL CALL** – **Present:** Chairman Rob **Goldberg**, Commissioners Don **Turner III**, Lee **Heinmiller**, Danny **Gonce**, Heather **Lende** and Andy **Hedden**; **Excused Absence:** Robert **Venables**.  
**Staff Present:** Stephanie **Scott**/Mayor, David **Sosa**/Borough Manager, Carlos **Jimenez**/Director of Public Facilities, and Kathryn **Friedle**/Admin Assistant.  
**Also Present:** Tara **Bicknell**, Roger **Schnabel**, Jim **Stanford** and Joanne **Waterman**.  
 Rob **Goldberg** welcomed new Borough Manager, David **Sosa**, on behalf of the Planning Commission.
3. **APPROVAL OF AGENDA**  
**Motion:** **Goldberg** moved to postpone Agenda Item 10D5, Jones Point Green Space, until the May 8, 2014 Planning Commission Meeting, provided documents are submitted in the required time by Brad Ryan. **Heinmiller** seconded it. The motion carried unanimously.  
**Motion:** **Goldberg** moved to move Agenda Item 10D4, Haines Memorial Winter Recreational Area, to immediately after Staff Report on the Agenda due to a conflict of time request made by presenter, Jim **Stanford**. **Hedden** seconded it. The motion carried unanimously.  
**Motion:** **Turner** moved to approve the agenda. **Heinmiller** seconded it. The motion carried unanimously.
4. **APPROVAL OF MINUTES** – March 13, 2014 Regular Meeting Minutes will be submitted at the May 8, 2014 Planning Commission Meeting.
5. **PUBLIC COMMENTS** – None
6. **CHAIRMAN'S REPORT** - None
7. **STAFF REPORTS** - None
8. **PUBLIC HEARINGS**
  - A. **Tara Bicknell – Appeal to the Planning Commission – Action Item**  
 Land use permit for Tara **Bicknell** to build a dry cabin on her property was approved unanimously by the Planning Commission due to **Goldberg's** telephone discussion with Jess Parker at ADEC regarding water use and disposal on **Bicknell's** property. **Goldberg** will e-mail Jess Parker at ADEC and ask her to send written verification of water use and disposal on dry cabin properties.  
 Planning Commission agreed to add to Haines Borough code more detailed information on dry cabins.
  - B. **Yngve Olsson – Appeal to the Planning Commission – Action Item**

Roger **Schnabel** represented Yngve Olsson, who was unable to attend the meeting.

**Motion:** **Turner** moved to approve Yngve Olsson's appeal. The placement of concrete slabs on the property do not designate a landfill, with Roger **Schnabel's** verbal promise to level, clear, and fill in Olsson's property in the near future. **Heinmiller** seconded it. The motion carried unanimously.

**C. Roger Schnabel – Resource Extraction & Material Storage Conditional Use Permit – Action Item**

**Motion:** **Hedden** moved to approve Roger **Schnabel's** conditional use permit for a resource extraction operation for three years. **Turner** seconded it. The motion carried unanimously.

**Lende** discussed adding a condition for truck movement (i.e., time of day, days of week, etc.).

The issue of whether **Schnabel** is permitted to bring fill and recyclable construction materials to the site will be resolved with a search of the zoning history of the property.

**D. Joanne Waterman – Port Chilkoot Fire Hall Height Variance – Action Item**

**Motion:** **Gonce** moved to approve Joanne **Waterman's** height variance to allow the construction of an additional 40' to the existing Port Chilkoot Fire Hall. **Turner** seconded it. The motion carried unanimously.

**9. UNFINISHED BUSINESS - None**

**10. NEW BUSINESS**

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

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

**C. Project Updates – None**

**D. Other New Business**

**1. Possible Rezoning of Sawmill Road Area – Discussion Item**

**Goldberg** said he will work with the Borough Planning & Zoning Technician Tracy Cui to come up with a revised zoning map. A rezoning public hearing will be held at the next regular meeting.

**2. Plan for Borough Land Sales – Discussion Item**

Planning Commission unanimously agreed to postpone this item until fall 2014.

**3. Picture Point Wayside Project – Discussion Item**

**Motion:** **Hedden** moved to send to the Assembly approval of Phase 1 and not to go beyond the existing budget by listing items from most important to least important. **Heinmiller** seconded it. The motion carried 5-1 with **Gonce** opposed.

**4. Jim Stanford – Haines Memorial Winter Recreational Area – Discussion Item**

**Motion:** **Heinmiller** moved to recommend the Assembly write a letter of support for the grant application. Jim **Stanford** will be submitting in support of the Haines Memorial Winter Recreational Area at 25 mile Haines Highway. **Hedden** seconded it. The motion carried unanimously.



5. **Jones Point Green Space – Discussion Item** – Postponed until May meeting.

6. **Mt. Riley Recreational Area – Discussion Item**

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

11. **COMMISSION COMMENTS** - None

12. **CORRESPONDENCES** - None

13. **SET MEETING DATES** – The next regular Planning Commission meeting is scheduled for 6:30 p.m. on Thursday, May 8, 2014.

14. **ADJOURNMENT**– 10:05 p.m.



Haines Borough  
Planning Commission Meeting  
May 8, 2014  
MINUTES

Approved

1. **CALL TO ORDER/PLEDGE TO THE FLAG** – Chairman **Goldberg** called the meeting to order at 6:30 p.m. in Assembly Chambers and led the pledge to the flag.
2. **ROLL CALL** – **Present:** Chairman Rob **Goldberg**, Commissioners Lee **Heinmiller**, Heather **Lende** (came in at 7:45 p.m.), Andy **Hedden**, and Robert **Venables**; **Absent:** Danny **Gonce**, and Don **Turner III**.

**Staff Present:** Stephanie **Scott**/Mayor, David **Sosa**/Borough Manager, and Tracy **Cui**/Planning & Zoning Technician III.

**Also Present:** Sean **Gaffney**, Bart **Henderson**, Margaret **Friedenauer** (KHNS), Debra **Schnabel** (liaison)

3. **APPROVAL OF AGENDA**

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

4. **APPROVAL OF MINUTES** – March 13, 2014 Regular Meeting Minutes

**Motion:** **Venables** moved to “approve the March 13, 2014 Regular Meeting Minutes.” **Hedden** seconded it. The motion carried unanimously.

5. **PUBLIC COMMENTS** – None

6. **CHAIRMAN’S REPORT**

**Goldberg** stated the Borough received a rezoning petition from the land owners along Chilkat Lake Road. The code requires the Planning Commission shall have 60 days from the date of the proposal to make its full report to the Assembly. During this time, the Planning Commission shall provide public notice and hold one public hearing on the proposed zoning change and declare its findings by a formal motion.

**Motion:** **Venables** moved to accept the Sundberg rezoning petition for land along Chilkat Lake Road and schedule it for a public hearing in June. **Hedden** seconded it. The motion carried unanimously.

7. **STAFF REPORTS**

- A. **Planning & Zoning Report**

**Cui** reported recent permitting and enforcement activities.

8. **PUBLIC HEARINGS** - None

9. **UNFINISHED BUSINESS**

- A. **Possible Rezoning of Sawmill Road Area**

**Goldberg** stated the Borough-owned ball field may be rezoned from heavy industrial to recreational. Also, there are two properties that have zoning lines in the middle of them. One is owned by Bart **Henderson**; and the other is owned by Sean **Gaffney**.

**Goldberg** suggested **Henderson's** property be rezoned to light industrial commercial, and **Gaffney's** property be rezoned to rural mixed use.

**Henderson** said the heavy industrial zone is not compatible with Sawmill Creek.

**Schnabel** said having properties zoned heavy industrial next to the cemetery needs to be considered due to a matter of sensibility.

No motion was made. The commissioners agreed to put this item on the next meeting's agenda.

## **10. NEW BUSINESS**

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

**B. Haines Borough Code Amendments**

**1. Dry Cabins**

No motion was made. The commissioners agreed to table the proposal.

**C. Project Updates** – None

**D. Other New Business**

**1. Parking Plan for Port Chilkoot**

**Schnabel** said the businesses in the Port Chilkoot area are growing, and they are in high demand for parking spaces. She is seeking solutions from the commission to address this issue.

**Goldberg** said the commission recommended the Assembly amend the code by allowing on-street parking to count toward the parking requirement. However, the proposed ordinance was not adopted.

No motion was made. The commissioners suggested that placement of parking signage around the parade grounds may help remedy the problem.

## **11. COMMISSION COMMENTS**

The 3<sup>rd</sup> Avenue reconstruction project was discussed.

**Motion: Venables** moved to request for the Borough Manager to investigate the possibility of adding sidewalks from the library to the corner of 3<sup>rd</sup> Avenue and the Haines Highway as part of the 3<sup>rd</sup> Avenue reconstruction project. **Lende** seconded it. The motion carried unanimously.

**12. COMMUNICATION** - None

**13. SET MEETING DATES** – The next regular Planning Commission meeting is scheduled for 6:30 p.m. on Thursday, June 12, 2014.

**14. ADJOURNMENT**– 8:55 p.m.

Parks and Recreation Advisory Committee

Meeting Minutes, May 22, 2014 (5:30pm to 7:30pm)

Present: Ron Jackson, Jon Hirsh, Rich Chapell, Susan Luescher

Absent: Meredith, Daymond, Jen (recently resigned)

Assembly liaison present: George Campbell

Visitors: Jon Gellings, Alaska State Parks

No public comment

1. PARC Members

- a. **PARC recommends the Assembly to approve Jon Gellings as new PARC member. (Jon Hirsh nominated, Rich 2<sup>nd</sup>, unanimous vote approved).**
- b. Jennifer Talley resigned her membership.
- c. Daymond Hoffman has not been active - need to verify his intentions.

2. Ski Club

- a. **PARC recommends the Assembly to approve support of ski club and provide \$4000 for matching grant for equipment. (Jon Hirsh nominated, Ron 2<sup>nd</sup>, unanimous vote approved).**
- b. Grant will be discussed at the next Assembly Meeting.
- c. Ski club should encourage public comments of support (people who use the groomed trails) by email or attendance of the meeting. Send word out by email, poster, etc.
- d. Grooming could increase the amount of cross-country ski trails available (~100 miles) in the Haines area (logging roads, trails, etc).

3. Budget

- a. Question: How is trail money allocated? – How did \$8000 of PARC budget almost get allocated for sled/ski hill without PARC having a vote or discussion?
  - i. PARC voted at previous meeting to support the concept of the sled/ski hill.
  - ii. PARC never discussed funding any amount for the sled/ski hill.
  - iii. PARC was not made aware of this until a day or two before the assembly meeting.
- b. PARC still has \$8,000 left in budget (after \$4000 for ski club match). PARC needs to determine where and how it is used. (SAGA crew, support recreation groups, etc.)

4. Battery Point Trail

- a. Assembly approved \$15,000 match with State Parks for material and transport.
- b. Borough manager will write the MOU.
- c. This summer's work should extend the improved trail to the Mt. Riley intersection.
- d. Final trail will be 24" wide (less cost, discourage motorized use, etc.).
- e. Four applicants to ACC, bring people on first week in June to work on trail.
- f. "Others (ski club groomers, George Campbell) may attend the training if space allows. May occur late June to early July if staff is available."
- g. Helicopter will drop super sacks of gravel, approx. 1600 lbs (Alaska Brewing has cheap super sacks). Gravel will be distributed with gas-powered wheelbarrows.

## 5. Trail Markers

- a. Assembly approved approximately \$4000 for trail markers for Battery Point, Mt. Riley, and Seduction Point Trails. This figure does NOT include the Ripinsky Trail System (State Forest), which is where the majority of the rescues have occurred.
- b. US Forest Service specs will be used for marking the trails.
- c. Alternative designs for markers will be reviewed by PARC via email.
- d. Jon Gellings' recommendation is a marker every 1/8th to 1/4th of a mile on each of the trails which should be enough for the maintained trail system. However, the current trails could use more, so it depends on whether the trails will be marked for the current trails or the projected trails. (Estimate from Preston - Seduction Point 1200 orange/Riley 1100 blue/Battery Point 200 green)
- e. Discussion of adding GPS locations (predetermined locations) to trail markers or numbering trail markers with a list of coordinates provided to emergency rescue people. This could add to the cost of markers (Jon Gellings will get cost estimates from Wes at Warning Lights of Alaska)
- f. Ripinsky Trail Markers (Jon Hirsh will call Paul and Annie to discuss) – if there is not enough money to fund trail markers for Ripinsky, PARC is considering allocating the money from the PARC trail fund.

## 6. PARC acronym

- a. ***PARC recommends the Assembly to approve our acronym as PARC. (Jon Hirsh nominated, Rich 2<sup>nd</sup>, unanimous vote approved).***

## 7. Cabins

- a. ***PARC recommends the Assembly to approve a resolution in support of the development of public use cabins in the Haines area. (Rich nominated, Ron 2<sup>nd</sup>, unanimous vote approved)***
  - i. PARC would like to move forward and work with other entities to begin developing public use rental cabins (tourism department, CYD, community recreation groups, etc.). These cabins will be valuable for long-term recreation.
  - ii. A future cabin sites is potentially Battery Point Trail. This cabin would have easy access by boat, hiking, marginal ski access.
  - iii. Marine Park Cabins
- b. ***PARC recommends the Assembly to support conversion of the existing cabin at Chilkat State Park to a public use cabin and recommends the Assembly write a letter to Alaska State Parks to that effect. (Rich nominated, Ron 2<sup>nd</sup>, unanimous vote approved)***
  - i. This will be an inexpensive way to demonstrate the viability of public use cabins in the Haines area.

## 8. Trails

- a. New Trails (Initial discussion of long-term vision)
  - i. Determine new hiking trails (ie: along Chilkat River, from Chilkat State Park gate along ridge above Seduction Point Trail, Dalton Trail, etc.)
- b. Marine trails (sea kayaks, etc.)
  - i. Can be in conjunction with hiking trails
  - ii. Maps

- c. Development on State Marine Parks
    - i. Provide hardened camping surfaces or platforms
    - ii. Leave no trace (LNT)
  - d. How to accommodate motorized recreation (on logging roads, motor boats, etc)
  - e. Trails Day is June 7
9. Park Governance
- a. Haines does not have guidelines on how parks are governed.
  - b. There are 12 designated parks in Haines.
  - c. Communities often have guidelines on how parks are governed (section in code). These guidelines list uses that are appropriate in parks.
  - d. Community and Economic Development Director (a new position) will be director of the Parks Department and will establish park guidelines, etc.). To fund this position money will get cut for summer hires to maintain the parks.
  - e. Guidelines can be detailed in a Park Management Plan or a Resource Management Plan. The only plan in Haines area is for the Eagle Preserve. There is also a DNR Lands Management Plan for SE Alaska.
10. Trapping
- a. Trapping was discussed last year with no resolution.
  - b. PARC was hoping to determine a couple of winter “safe” hikes for people to let their dogs go free and not worry about getting caught in traps
  - c. Trails within town site requires dogs to be on leashes
  - d. Skagway is currently working on a trapping ordinance 14-03. PARC will monitor the process and result.
  - e. George mentioned that even though no official resolution occurred the trappers did their best to make areas safe, such as elevating traps and no dogs were caught in traps last year.

Adjourn 7:30 pm



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-477  
Assembly Meeting Date: 6/24/14

Business Item Description:	Attachments:
Subject: Agreement with Lynn Canal Broadcasting for Management of the Chilkat Center	1. Resolution 14-06-568 2. Proposed Memorandum of Understanding
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 6/19/14	

**Full Title/Motion:**  
Motion: Adopt Resolution 14-06-568.

**Administrative Recommendation:**  
This resolution is recommended by the borough manager.

**Fiscal Impact:**

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

The Borough owns and operates the Chilkat Center pursuant to a Dedication by Conveyance, and Agreement Amending Dedication by Conveyance, by and between Alaska Indian Arts and the Borough. Lynn Canal Broadcasting, which owns and operates KHNS as a tenant, has provided administrative and managerial services for the Chilkat Center in lieu of paying rent pursuant to a management agreement with the Borough since July 1, 2005. The Borough desires to enter into a new Memorandum of Understanding (MOU) pursuant to which Lynn Canal Broadcasting will continue to provide such services. The sole compensation for management of the Chilkat Center would continue to be in the form of a waiver of the borough's right to collect rent (determined to be an annual value of \$28,044) under a lease agreement until such time as the MOU would cease to exist. Upon adoption of this resolution, this MOU will be effective May 1, 2014 for an initial term of one year, and the Agreement provides options for one-year renewals. This resolution shall become effective only upon adoption of Ordinance 14-05-382.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 6/24/14	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a new agreement with Lynn Canal Broadcasting for management of the Chilkat Center.**

**WHEREAS**, the Borough owns and operates the Chilkat Center for the Arts pursuant to a Dedication by Conveyance, and Agreement Amending Dedication by Conveyance, by and between Alaska Indian Arts, Inc. and the Borough; and

**WHEREAS**, Lynn Canal Broadcasting, Inc., a non-profit corporation that owns and operates a public radio broadcasting station (KHNS) as a tenant in the Chilkat Center, has provided administrative and managerial services for the Chilkat Center in lieu of paying rent pursuant to a management agreement with the Haines Borough since July 1, 2005; and

**WHEREAS**, the Borough desires to enter into a new Memorandum of Understanding (MOU) pursuant to which Lynn Canal Broadcasting will continue to provide such services; and

**WHEREAS**, the sole compensation for management of the Chilkat Center would continue to be in the form of a waiver of the borough's right to collect rent (determined to be an annual value of \$28,044) under a lease agreement until such time as the MOU would cease to exist; and

**WHEREAS**, upon adoption of this resolution, this MOU will be effective May 1, 2014 for an initial term of one year, and the Agreement provides options for one-year renewals,

**NOW, THEREFORE, BE IT RESOLVED** by the Haines Borough Assembly:

**Section 1:** The Borough Manager is authorized to enter into a new Memorandum of Understanding (Agreement) with Lynn Canal Broadcasting, Inc. for management of the Chilkat Center for the Arts; and

**Section 2:** This resolution shall become effective only upon adoption of Ordinance 14-05-382 authorizing a new lease of the Chilkat Center with Lynn Canal Broadcasting for the purpose of operating a non-profit, public FM broadcasting facility.

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

\_\_\_\_\_  
Stephanie Scott, Mayor

Attest:

\_\_\_\_\_  
Julie Cozzi, MMC, Borough Clerk



**Draft**

**MEMORANDUM OF UNDERSTANDING  
REGARDING MANAGEMENT OF THE CHILKAT CENTER**

This Memorandum of Understanding Regarding Management of the Chilkat Center ("MOU" or "Agreement"), effective May 1, 2014, is adopted this \_\_\_\_ day of \_\_\_\_\_, 2014, by the Haines Borough of P.O. Box 1209, Haines, Alaska 99827, hereinafter "Borough", and Lynn Canal Broadcasting, Inc., an Alaska nonprofit corporation, of P.O. Box 1109, Haines, Alaska 99827, hereinafter "Contractor".

WHEREAS, the Borough owns and operates the Chilkat Center for the Arts ("Facility") pursuant to a Dedication by Conveyance, and Agreement Amending Dedication by Conveyance, by and between Alaska Indian Arts, Inc. and the Borough; and

WHEREAS, the Contractor, who owns and operates a public radio broadcasting station ("KHNS") as a tenant in the Facility, has provided administrative and managerial services for the Facility pursuant to a management agreement with the Haines Borough since July 1, 2005; and

WHEREAS, the Borough and Contractor desire to reach a new agreement pursuant to which Contractor will continue to provide such services,

THEREFORE, the Borough and the Contractor hereby agree, as follows:

**Article I**

**PURPOSE AND TERM**

**1.1 Purpose**

It is the purpose and policy of the Borough to provide for cost effective management of the Facility in a manner that will promote the Facility's utilization and revenue-generating capabilities and in a manner that will serve the needs and interests of the community at large, as well as the arts, education and business communities within the Borough. This Agreement sets out the terms under which Contractor shall provide administrative and management services to the Borough for the operation of the Facility.

**1.2 Term**

Subject always to early termination pursuant to Article X, the initial and subsequent terms of this Agreement shall be as follows. The initial term of this Agreement shall be for one year. If neither party provides written notice of the intention not to renew the Agreement at least 30 days before the expiration of the initial term, the Agreement shall automatically be renewed for another one-year term. Thereafter, either party may provide written notice of the intention not to renew the Agreement no later than March 1 of any term after the initial term. If neither party provides such notice, the Agreement shall be renewed for another one-year term.

**Article II**

**SCOPE OF SERVICES**

**2.1 Position Title**

During the term of this Agreement, Contractor shall serve as the General Operations Manager (GOM) of the Facility.

## **2.2 Duties and Responsibilities**

During the term of this MOU the General Operations Manager shall:

a. Establish necessary office procedures and systems, handle routine correspondence and telephone/email communications and generally maintain and manage an administrative office for the Facility during normal business hours and, as needed, during evening and weekend hours.

b. Establish and maintain a Facility events calendar, schedule the use of the Facility, secure and monitor usage agreements, approved by the Borough, and maintain records and statistics on Facility usage.

c. Coordinate Facility use by existing user groups, by local and non-local arts, education, recreation, nonprofit, business and government organizations, and by the general community, and help expand and promote use of the Facility.

d. Invoice Facility users, manage accounts receivables and submit all revenues received on behalf of the Facility to the Borough Clerk on a monthly basis with supporting documentation,

e. Develop and disseminate informational and promotional media, approved by the Borough Manager, to interested parties and potential Facility users.

f. Maintain an inventory of the Facility's equipment and furnishings.

g. Assess and prioritize the Facility's physical maintenance and/or improvement needs and monitor the janitorial needs of the Facility.

h. Attend all Chilkat Center Advisory Board ("Board") meetings and keep them apprised of the status of the Facility.

i. Submit monthly operation and financial reports on the Facility to the Borough Manager and any other information relevant to the Facility and/or the Contractor's performance hereunder that may be requested by the Manager.

j. Perform other administrative and/or managerial duties required by the Borough or otherwise reasonable and necessary to the operation of the Facility.

## **Article III**

### **PAYMENT ANDEXPENSES**

#### **3.1 Compensation**

The Borough shall tender full and total compensation to the Contractor under this Agreement solely in the form of a waiver of its right to collect rent under that Lease Agreement executed by the parties effective May 1, 2014. Said waiver shall remain in effect until such time as this Agreement expires or is early terminated under Article X. No other compensation for these outlined services shall be due or owing Contractor under this MOU.

#### **3.2 Annual Budget**

The Borough shall provide an annual budget for the Chilkat Center for the Arts' operating expenses and maintenance. No other expenses shall be approved without the consent of the Haines Borough.

### **3.3 Expenses**

The Borough will bear any and all out of pocket expenses in regard to maintenance, repair, upkeep and use of the Facility.

## **Article IV**

### **CONTRACTOR'S REPRESENTATIONS AND INDEMNITIES**

4.1 Contractor represents that Contractor has the qualifications and ability to perform its obligations under this MOU in a professional manner with minimal oversight from the Borough. Contractor shall be solely responsible for the professional performance of its services, and, except as provided in this agreement, shall have sole direction and control of Contractor's services and the manner in which those services are performed.

4.2 Contractor warrants that it will adhere to all applicable federal, state and local laws, ordinances and regulations in the performance of its obligations to the Borough under this agreement. Contractor warrants further that it will indemnify and hold the Borough harmless from any claim by any third party to the extent such claim arises out of any breach of any federal, state or local law, ordinance, or regulation by Contractor or any agent acting on its behalf in performance of this agreement.

4.3 Contractor shall and does hereby indemnify, defend and hold harmless the Borough from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including, without limitation, interest, penalties, and reasonable attorney fees and costs, that the Borough may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, or agreements contained in this agreement. Borough shall protect, defend, indemnify and hold Contractor harmless of and from any and all liability which may relate to and personal injury, death or property damage occurring in or about the Facility or arising from the use thereof, excepting solely matters as to which Contractor has agreed to protect, defend, indemnify and hold Borough harmless under the terms of that certain lease by and between the Borough and Contractor, or as otherwise provided in the first sentence of this Subparagraph 4.3.

4.4 Contractor has familiarized itself with the scope of work outlined in this agreement and based on that review determined that it has no conflict of interest in undertaking the responsibilities of this agreement. Contractor agrees to advise the Borough before entering into any activity, employment or business arrangement that might create a conflict of interest relating to Contractor's duties under this Agreement.

## **Article V**

### **PERFORMANCE**

5.1 Contractor shall perform the services under this Agreement in a professional and competent manner.

5.2 Contractor shall determine the method, details and means of performing the services, unless otherwise provide for herein.

5.3 Contractor may, at contractor's own expense, employ and use employees of its choice to

serve as, or to assist in the performance of services under this MOU.

5.4 Contractor shall devote the time necessary to render the services set out herein. Consistent with this understanding, during the term of this MOU Contractor may perform services for, or be employed by, such additional persons, entities or companies as Contractor sees fit, subject to the requirements of paragraph 5.5.

5.5 It is understood that Contractor is free to engage in other work, that does not unreasonably interfere with its duties under this Agreement.

## **Article VI**

### **RELATIONSHIP OF THE PARTIES**

6.1 Contractor enters into this MOU as, and shall continue to be, an independent contractor. Under no circumstance shall Contractor look to the Borough as an employer, partner, or agent. Neither Contractor nor its employee(s) will be entitled to any benefits accorded to the Borough's employees including, without limitation, worker's compensation, health insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, worker's compensation or other insurance as well as licenses and permits usual or necessary for conducting the Services.

6.2 Unless specifically provided for under paragraph 3.2 of Article III or 9.2 of Article IX of this Agreement, Contractor shall be responsible for supplying its own equipment, tools, materials, personnel and/or supplies that Contractor determines necessary to accomplish the work to be performed hereunder.

6.3 Contractor has no authority to enter into contracts or agreements on behalf of the Borough, other than those contracts and agreements that are routine, incidental and necessary to the carrying out of Contractor's duties hereunder.

## **Article VII**

### **INSURANCE**

The Borough, as owner of the Facility, will maintain fire and general liability insurance for the Facility. The Contractor will exercise due diligence to timely notify the Borough of any potential claim of any nature of which the Contractor becomes aware. The Contractor will be responsible for insuring its own personal property against risk of loss or damage, as the Borough shall bear no responsibility with respect to Contractor's property.

## **Article VIII**

### **REVENUES AND RECORDS**

#### **8.1 Revenues**

All user fees and revenues generated by the Facility shall be the property of the Borough.

#### **8.2 Records**

a. Contractor agrees that for and during the entire term of this Agreement any information, data, figures, projections, estimates, research, analyses, computer data and any other

information in any form created, maintained and/or obtained by Contractor related to this Agreement or operations hereunder shall be and remain the exclusive property of the Haines Borough.

b. Contractor agrees that upon expiration and/or termination of this Agreement for any cause whatsoever it will surrender to the Haines Borough in good condition all information and records referenced in paragraph 8.2 above.

c. Throughout the term of this agreement, the Borough shall have free nonexclusive physical access to the Facility and shall have the continuing right to inspect, during regular business hours, or at other times agreed upon by the parties, the books and records of, and relating to, the Facility. In exercising its rights under this paragraph, the Borough shall assure that its conduct, and that of its employees, agents, and representatives is at all times unobtrusive and does not interfere with the operations of Facility or of the Contractor in the ordinary course of business.

## **ARTICLE IX UTILITIES AND MAINTENANCE**

### **9.1 Utilities**

The Borough shall provide and bear the expense of all utilities for the Facility, except to the extent otherwise provided in the lease between the parties hereto.

### **9.2 Maintenance**

The Borough shall be responsible for routine janitorial and all major and structural maintenance issues of the Facility unless as otherwise provided for under any related tenant lease agreements.

The Contractor shall be responsible to provide for the janitorial needs of the Chilkat Center and to maintain the overall cleanliness of the entire building as well as upkeep of the grounds including snow removal of all walkways, porches, etc. The Borough shall provide \$1,100 per month as compensation to the Contractor in consideration for these tasks. The Borough shall continue to provide for all maintenance supplies. The Contractor shall annually provide to the Borough at a time requested sufficient information to budget for janitorial supplies.

## **Article X TERMINATION**

### **10.1 General Termination**

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

### **10.2 Transition**

The Borough and Contractor agree that, whether termination occurs pursuant to written notice or because the Agreement is not renewed pursuant to Article 1.2, the parties will make every reasonable effort to ensure a smooth transition in the management and operation of the Facility with the least possible disruption to the Facility users and the public at large.

## **Article XI**

### **GENERAL PROVISIONS**

#### **11.1 Assurances**

The Borough and Contractor shall execute all documents and shall do all such filing, recording, publishing, and other acts as they deem appropriate to comply with the requirements of law for the management and operation of the Facility and to comply with any law, rule, and regulation relating to the management and operation of the Facility.

#### **11.2 Notice**

Any notice or other communication (collectively, “notice”) required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested.

#### **11.3 Applicable Law & Jurisdiction**

All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the state of Alaska. Venue for any proceeding brought by either party to enforce the terms hereof, or resulting from an alleged breach hereof, or in any way related to or arising from the provisions in this Agreement, the performance hereof, or the relationship of the parties hereto, shall be in the First Judicial District, State of Alaska.

#### **11.4 Rules of Construction**

Captions for Article headings used in this Agreement shall not affect the construction or interpretation of this Agreement. Because the parties have mutually negotiated the terms of this Agreement with the advice of counsel, the rule of construction that the terms of an agreement are construed against the party that drafted the agreement shall not apply.

#### **11.5 No Waiver**

No failure or delay on the part of either party in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege. Unless expressly provided otherwise, the remedies set forth herein are cumulative and not exclusive of any rights or remedies that either party would otherwise have.

#### **11.6 Non-assignability**

Neither the Borough nor Contractor may, without the prior written consent of the other, assign or otherwise transfer in whole or in part its interest in this Agreement.

#### **11.7 Binding**

The Borough and Contractor each bind itself, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, representations, and obligations contained in this Agreement.

#### **11.8 Severability**

Each provision of this MOU shall be considered separable; and if, for any reason, any provision herein is determined to be invalid and contrary to any existing or future law, such

invalidity shall not impair the operation of or affect those portions of this MOU that are otherwise valid.

**11.9 Integration**

This MOU constitutes an integrated contract expressing the entire agreement and understanding of the parties hereto concerning the subject matter contained herein. Except as expressly stated herein, no covenant, agreement, promise, representation, warranty or undertaking of any kind whatsoever has been made by any party hereto except as specifically set forth in this MOU. This MOU supersedes all prior agreements and understandings between the parties, either written or oral, with respect to the subject matter of this MOU, and no evidence of any prior agreement or understanding shall be admissible in any forum.

**11.10 Amendment**

This MOU may be amended in writing at any time by mutual agreement of the parties.

**11.11 Representatives**

The Borough's representative shall be the Haines Borough Manager. The Contractor's representative shall be the General Operating Manager of Lynn Canal Broadcasting, Inc.

**HAINES BOROUGH**

**LYNN CANAL BROADCASTING, INC.**

By: \_\_\_\_\_  
David B. Sosa  
Borough Manager

By: \_\_\_\_\_  
Kay Clements  
General Manager

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 14-473

Assembly Meeting Date: 6/24/14

Business Item Description:	Attachments:
Subject: Nelson Nuisance Abatement Order	1. Resolution 14-06-569 2. Mr. Nelson's Appeal Letter 3. Borough's Nuisance Abatement Order 4. HBC Chapters 8.08 and 8.12
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 5/14/2014	

**Full Title/Motion:**

Motion: Adopt Resolution 14-06-569.

**Administrative Recommendation:**

A resolution adopting the findings is a step required by HBC 8.12.130(H).

**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 A.L. Nelson regarding solid waste disposal on his property in Skyline Estates Subdivision. As is his right under HBC 8.12.130, he submitted a timely appeal of that order, and an appeal hearing was held on 6/10/14. After the hearing, the assembly took action to modify the nuisance abatement order and they issued it to Paul A.L. Nelson, as follows:

- 1) The incorrectly processed glass may remain inside the foundation provided it is capped within 10 business days of the hearing date (6/21/14, midnight),
- 2) The fill outside of the foundation must be removed within 10 business days of the hearing date (6/21/14, midnight), and
- 3) Mr. Nelson must pay a fine of \$300 for depositing improper fill onto private property.

HBC 8.12.130(H) requires the assembly to adopt its findings by resolution.

**Referral:**

Referred to:

Referral Date:

Recommendation:

Meeting Date:

**Assembly Action:**

Meeting Date(s): 6/10, 6/24/14

Public Hearing Date(s): 6/10/14

Postponed to Date:



**A Resolution of the Haines Borough Assembly adopting written findings of the June 10, 2014 appeal hearing of the Nelson nuisance abatement order.**

**WHEREAS**, on May 5, 2014, the borough issued a nuisance notice and order of abatement to Paul A.L. Nelson regarding solid waste disposal on his and adjoining property within Skyline Estates Subdivision, a single residential zone within the Townsite; and

**WHEREAS**, as was his right under HBC 8.12.130, Mr. Nelson submitted a timely appeal of that order; and

**WHEREAS**, per HBC 8.12.130(F), enforcement of the nuisance notice and order of abatement was stayed pending final disposition of the appeal; and

**WHEREAS**, on May 27, 2014, the borough clerk gave the appeal to the assembly and with the assembly's direction the clerk scheduled June 10, 2014 for the appeal hearing; and

**WHEREAS**, the mayor acted as presiding officer and chose not to administer oaths or compel the attendance of witnesses; and

**WHEREAS**, Mr. Nelson appeared in person on his own behalf and made the following ARGUMENTS as part of his presentation or in answer to assembly questions:

- *He used recycled glass as sub-grade fill on his property where he is building a house in the Haines Townsite;*
- *The recycled glass came from the free glass disposal site at Acme Transfer Co. Inc. (Acme); it did not come from garbage; the only glass he used is what citizens put in the Acme glass pile; he put up a sign telling people he could only accept "clean" glass;*
- *Acme has provided free disposal of glass to the people of Haines for over 10 years with no complaints, and in the past the state of Alaska, Department of Environmental Conservation (ADEC) has allowed him to use recycled glass from Acme with no mention of permits;*
- *When he first started, he included ceramics and pottery, but after ADEC corrected him, he took no more of that to the building site;*
- *All of the hauling of fill took place in 2013 both prior to May 2013 and again in the fall, because he believed ADEC communicated to him that no permit was required; he has hauled no material in 2014;*
- *A claim that he threw Sandra Woods, the ADEC Municipal Landfill Specialist, off of his property is untrue; she toured both Acme and his building site;*
- *His most recent communication with the ADEC was with Douglas Buteyn, Northern Solid Waste Program Coordinator, who said the ADEC will consider an application from him for the use of recycled glass as sub-grade fill if the Haines Borough allows him to use it for that purpose;*
- *He would like a variance to allow the use of recycled glass as sub-grade fill on his property, because there will be no glass exposed when he is finished building;*

- *The Constitution of the state of Alaska and Alaska Supreme Court decisions that enforce and support privacy on private property should be considered;*
- *The Haines Borough needs a Solid Waste Management Plan;*
- *This was his effort to recycle the glass to keep it out of the landfill;*
- *Three quarters of the house foundation is filled with the recycled glass; his intention is to cover all glass with at least 6-8 inches of pit run or three-quarter D-1;*
- *Before taking the glass up to his property from Acme, he ran over it with a loader and then loaded it into trucks for transport;*
- *It is a building site; his workers throw whole bottles on the ground;*
- *Glass has a very good compaction rate and was compacted as it went into the foundation; the foundation is anchored right into the bedrock; it will be insulated and then completely capped with concrete; it will be a vault; nothing will leach out of it;*
- *There are no hazardous materials in the fill such as petroleum products and batteries; he offered to pay for testing if the borough wants that; and*

**WHEREAS**, Borough Manager David Sosa summarized the borough's enforcement order: Mr. Nelson has been dumping broken glass as fill on his property for some time; the borough received complaints from residents due to overspill on adjacent private property, glass on the roadway, and foul smells coming from the fill; following site inspections, conversations with both the ADEC and the appellant, and a review of borough code and state statute, borough staff determined Mr. Nelson to be dumping unpermitted material in violation of the following laws and was ordered to cease dumping and to remove all of the already-deposited material:

*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 8.12.020(B), "It shall be unlawful for any person to annoy, injure or endanger the safety, health, comfort, or repose of the public"; and*

*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 [ADEC] and that proposal has been approved";*

**WHEREAS**, HBC Chapter 8.08 includes the following definitions:

*"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; and*

*"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; and*

**WHEREAS**, five members of the public gave testimony in support of the borough's abatement order, expressing concerns about stench, shards of glass, non-glass garbage, contaminated

soil, and the large volume of this material that has been dumped at this site, with one individual submitting as evidence a bucket of various materials he believed to have been brought to the site by the appellant, including plastic, whole bottles, and a syringe; and

**WHEREAS**, no members of the public spoke in opposition of the borough's abatement order; and

**WHEREAS**, the borough assembly asked questions of Mr. Nelson and Manager Sosa, reviewed photographs submitted by one of the complainants, and considered all written and oral statements before reaching the following CONCLUSIONS:

1. There is a foundation for a house at the site, and much of the glass material that has been brought to the site is inside the foundation that Mr. Nelson intends to encapsulate with concrete;
2. Outside the foundation, the broken up glass is used as fill, and it consists of larger items within a pile of non-uniform glass pieces;
3. There is a strong likelihood the fill contains hazardous materials including petroleum products, plastics, syringes, and other items the borough cannot be certain of;
4. The ADEC is not concerned about hazardous materials underneath a concrete floor; anything inside the foundation is likely not a public health risk, but materials outside the foundation are;
5. The glass came from Acme's free glass disposal site, and in spite of a posted sign telling people Acme could only accept "clean" glass, some people dumped plastics and other materials into the glass area; Mr. Nelson admitted he doesn't actually wash the glass or sift out the non-glass materials;
6. The glass was not processed correctly;
7. While it is possible Mr. Nelson did not completely understand the difference between crushed glass and other glass, it is more likely he understands the ADEC's "crushed glass" specifications since he is in the recycling business;
8. The site looks like a landfill in the middle of a nice residential neighborhood;
9. Mr. Nelson is trying to help the community with glass recycling;
10. Mr. Nelson made an assumption that he could dump the recycled glass as fill without communicating with the borough;
11. Damage has already been done to the Skyline Subdivision residents, and if Mr. Nelson had approached the neighbors ahead of time, they may have worked with him; the residents have waited long enough;
12. Removal of the fill within the foundation might be more disruptive than leaving it there and encapsulating it, because it could be difficult to deal with;
13. A maximum fine of up to \$300 per violation may be levied; and

**WHEREAS**, as a result of these conclusions, and as allowed by HBC 8.12.130(H), the assembly took action to modify the nuisance abatement order and they issued it to Paul A.L. Nelson, as follows:

1. The incorrectly processed glass may remain inside the foundation provided it is capped within 10 business days of the hearing date (June 21, 2014, midnight);

Haines Borough  
Resolution No. 14-06-569  
Page 4 of 4

2. The fill outside of the foundation must be removed within 10 business days of the hearing date (June 21, 2014, midnight); and

3. Mr. Nelson must pay a fine of \$300 for depositing improper fill onto private property.

**WHEREAS**, HBC 8.12.130(H) requires the assembly to adopt its findings by resolution following the public hearing,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly adopts the above-listed findings of the June 10, 2014 appeal hearing of the Nelson nuisance abatement order.

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

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



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

## Chapter 8.08 LITTERING

### Sections:

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

### **8.08.010 Definitions.**

---

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

“Abate” means to clean up.

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

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

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

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

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

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

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



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

**8.08.020 Litter unlawful.**

---

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

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

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

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

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

#### **8.08.030 Notice to abate – Removal by borough.**

---

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

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

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

#### **8.08.040 Refuse container standards.**

---

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

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

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

**8.08.050 Compliance – Enforcement.**

---

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

## **Chapter 8.12 NUISANCES**

### Sections:

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

### **8.12.010 Definitions.**

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

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

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

### **8.12.020 Certain conditions declared nuisances.**

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

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

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

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

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

L. To cause the emission of noxious fumes.

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

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

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

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

#### **8.12.030 Hazardous building or structure prohibited.**

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

#### **8.12.040 Hazardous building or structure – Condemnation authority.**

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

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

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

#### **8.12.060 Abatement official.**

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

### **8.12.070 Notice and order to abate.**

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

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

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

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

D. The notice and order shall contain:

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

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

### **8.12.080 Service of notice.**

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

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

4. The person in possession of the property.

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

**8.12.090 Method of service.**

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

**8.12.100 Proof of service.**

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

**8.12.110 Abatement by borough.**

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

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

**8.12.120 Method of abatement.**

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

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

**8.12.130 Appeal to assembly.**

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

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

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

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

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

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

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

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

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

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

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

#### **8.12.140 Enforcement.**

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

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

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



### **8.12.150 Recovery of costs.**

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

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

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

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



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-476

Assembly Meeting Date: 6/24/14

Business Item Description:	Attachments:
Subject: Contract with Haines Animal Rescue Kennel	1. Resolution 14-06-570 2. Proposed HARK Contract 3. Memo from Chief of Police
Originator: Chief of Police	
Originating Department: Police	
Date Submitted: 6/19/14	

**Full Title/Motion:**  
Motion: Adopt Resolution 14-06-570.

**Administrative Recommendation:**  
This resolution is recommended by the Chief of Police.

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 47,814	\$ 47,814	\$ 0	Budgeted Annually

**Comprehensive Plan Consistency Review:**

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

**Summary Statement:**

Haines Borough Code 6.08.060 requires that "[t]he manager shall appoint an animal control officer or firm whose duties shall be to enforce the provisions of this title. The borough shall provide an animal shelter where dogs may be impounded. In the absence of an animal control officer or firm contracted to enforce the animal control regulations, or if the assembly determines that additional personnel are necessary, the manager may appoint someone on a temporary basis to fulfill the animal control officer's duties." The Haines Borough has contracted with Haines Animal Rescue Kennel (HARK) since 2003 and the most recent contract will expire 6/30/14. Funding for animal control services is budgeted annually and \$47,814 is in the adopted FY15 budget for this purpose.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 6/24/14	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to enter into a professional services contract with Haines Animal Rescue Kennel to provide animal control services during FY15 for an amount not to exceed \$47,814.**

**WHEREAS**, Haines Borough Code 6.08.060 requires that “[t]he manager shall appoint an animal control officer or firm whose duties shall be to enforce the provisions of this title. The borough shall provide an animal shelter where dogs may be impounded. In the absence of an animal control officer or firm contracted to enforce the animal control regulations, or if the assembly determines that additional personnel are necessary, the manager may appoint someone on a temporary basis to fulfill the animal control officer’s duties”; and

**WHEREAS**, the Haines Borough has contracted with Haines Animal Rescue Kennel (HARK) since 2003 and the most recent contract will expire 6/30/14; and

**WHEREAS**, funding for animal control services is budgeted annually and \$47,814 is in the adopted FY15 budget for this purpose,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to enter into a professional services contract with Haines Animal Rescue Kennel to provide animal control services during FY15 for an amount not to exceed \$47,814.

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

# DRAFT

## PROFESSIONAL SERVICES CONTRACT

### SECTION I: PARTIES

This contract is between the Haines Borough, a municipal corporation in the State of Alaska, and the Haines Animal Rescue Kennel, a non-profit corporation, hereafter HARK.

### SECTION II: CONTRACT ADMINISTRATION

All communications concerning this contract shall be directed as follows, any reliance on communication with a person other than that listed below is at the party's own risk.

Haines Borough:  
William Musser, Chief  
Haines Police Department  
P.O. Box 1209  
Haines, Alaska 99827  
(907)766-2121  
Fax (907)766-2190

HARK:  
Tara Bicknell, President  
Haines Animal Rescue Kennel  
P.O. Box 1533  
Haines, Alaska 99827  
(907)766-3334

### SECTION III: CONTRACT DESCRIPTION

The following appendices are attached and are considered a part of this contract as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work

Appendix B: Standard Provisions

Appendix C: Additional Provisions

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

### PART IV: CONTRACT EXECUTION

The Haines Borough and HARK agree and sign below. This contract is not effective until signed by the Haines Borough Manager.

Haines Borough:

HARK:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative  
David Sosa  
Haines Borough Manager

Authorized Representative  
Tara Bicknell  
HARK President

# DRAFT

## APPENDIX A: SCOPE OF WORK

### DESCRIPTION OF WORK

In furtherance of these obligations, HARK shall perform, supply, and provide all of the work, services, and materials as follows:

#### Section 1: Management and Operation of Animal Shelter

(A) HARK shall maintain proper housing for lost, stray, or homeless dogs, which come into custody. Dogs fitting the above description shall be housed at the HARK facility located at 1 mile Small Tracts Road in Haines.

(B) HARK shall agree to maintain reasonable office and telephone inquiry response hours for the convenience of the public and to transact business in connection with the duties under this contract and to receive animals or for accepting applications for the redemption of impounded animals. HARK must notify the Chief of Police of any anticipated changes in operational hours.

(C) HARK shall appoint competent and qualified agents to carry out the obligations under this contract, who shall be responsible to the elected officers of the Haines Borough.

(D) HARK shall, restrict its animal control activities to the Haines Townsite Service Area.

(E) HARK shall maintain patrol hours for the animal control officer(s) so as to maximize the hours they are available to provide agreed-upon services. These hours, at a minimum, shall be 5 (five) hours per week for a total of 260 (two hundred sixty) hours per year. HARK shall strive to have animal control officers on duty the maximum number of hours possible per day. HARK is encouraged to alternate hours of patrol operations. HARK shall maintain an on-call animal control officer for emergencies.

(F) HARK is hereby authorized to issue dog licenses, to impound dogs coming into its control and custody as a result of violations of the animal regulations, to place or humanely dispose of such animals that come into its control, and to manage and enforce the animal regulations and rabies control program pursuant to all ordinances now in effect or which may hereinafter be adopted.

#### Section 2: Enforcement of Animal Control Ordinances

(A) HARK shall, through appointed and legally qualified agents and officers, enforce all animal control ordinances and capture and impound dogs found running at large in the Haines Townsite Service area in violation of those ordinances relating to stray dogs, to the licensing of dogs, and to the restraint of dogs running at large.

# DRAFT

(B) HARK shall provide proper food, water, shelter, and other proper and humane treatment for such dogs while they are in HARK's possession and until placed or otherwise humanely disposed of by HARK.

(C) HARK shall cooperate with the Haines Borough by following procedures required by the Haines Borough concerning persons or animals bitten by a dog in the Haines Townsite Service Area and shall immediately notify the Haines Police Department of such incidents.

(D) HARK shall investigate all reports of violations of Townsite Service Area ordinances relating to dog control and regulation, and when warranted by the facts, shall cause to be prosecuted all persons charged with violation of said ordinances. At the request of the prosecuting attorney, HARK shall serve as a witness in the prosecution of persons charged with violation of said ordinances.

## Section 3: Collection of Fees and Record Keeping

(A) HARK shall issue and process applications for dog licenses for all dogs owned or kept by residents of the Townsite Service Area.

(B) HARK shall provide all such dog licenses certificates, numbered metallic tags, and receipt forms necessary to carry out the terms of this contract.

(C) HARK shall collect all dog license fees, and shall maintain adequate financial records to account for these transactions. HARK shall permit the Haines Borough, during regular office hours, to inspect and audit such records and shall make such reports of monies received and operational statistics as required.

(D) HARK shall keep records of all persons to whom dog licenses have been issued. It shall maintain a record of all dogs taken into custody and impounded, showing the date, place, reason and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition. The Haines Police Department is to be notified within 6 hours.

## Section 4: Rescue of Animals

(A) HARK will not assume responsibility under the tenets of this contract for the capture, restraint, housing or treatment of any animal other than dogs.

## Section 5: Dead Dogs

(A) HARK will be responsible for picking up and appropriately disposing of all dead dogs that come to the attention of HARK. HARK may charge the owner of the deceased animal a disposal fee consisting of the actual costs of the disposal and an additional service fee.

# DRAFT

## Section 6: Education on Dog Care and Treatment

(A) HARK shall initiate and maintain a program of education designed to promote the proper and humane care and treatment of dogs and to stimulate public support for such treatment.

## Section 7: Budget, Financial and Activity Reporting

(A) On or before the 5<sup>th</sup> of each month, HARK shall provide to the Haines Police Department an activity report summarizing the revenues and expenses of the year to date and the previous month.

## Section 8: Training

(A) Agents of HARK employed by it to serve as dog control persons shall be required to attend and complete a course in professional job services training to be provided by HARK before such agents are allowed to carry out the responsibilities pursuant to this contract. HARK shall provide the Haines Police Department with an outline of the courses of instruction for each dog control person within 30 days of training completion.

## Section 9: Liaison

(A) HARK shall report to the Haines Police Departments Chief of Police who shall act as liaison between HARK and the Haines Borough for all matters relating to HARK's performance of its obligations pursuant to this contract.

## Section 10: Appointment of Dog Control Agents

(A) HARK shall appoint qualified dog control agents. This appointment shall be subject to undergoing and meeting the minimum standards of a background investigation as administered by the Haines Police Department.

(B) HARK will not allow its employees or agents to use alcohol or illegal substances while performing their duties as animal control agents for HARK. Agents of HARK shall abide by and follow all local, state and federal laws while in the performance of their duties.

## Section 11: Access to Animal Control Records

(A) HARK will allow the Chief of Police or his/her agent to inspect HARK's animal control records at any time during normal operating hours upon reasonable advance notice by the Haines Borough and under reasonable conditions as the parties may agree.

## Section 12: Assistance to Haines Borough Agents

(A) The Haines Police Department will provide assistance to HARK agents at the agent's request. Upon receiving a request for assistance, the Haines Police Department will evaluate the priority of the agent's request and respond in accordance to Haines Police Department's Policies and Procedures and as manpower dictates.

# DRAFT

## **TERM**

The effective date of this contract is July 1, 2014. The agreement automatically terminates on: June 30, 2015. There are one year renewals at the option of the Haines Borough.

## **COMPENSATION**

Monthly payments of three thousand nine hundred eighty four dollars and forty-two cents (\$3,984.42) are to be made on the twentieth of each month. These payments cover services from the first through the end of each month. HARK is authorized to collect and retain all revenue produced by the collection of dog license fees, impound fees, and boarding costs. Fines, citations and other associated fees will be collected and retained by the Haines Borough.



# DRAFT

## APPENDIX B: STANDARD PROVISIONS

### **CONTRACTUAL RELATIONSHIP:**

The parties intend that an independent Contractor (HARK) and the Borough of Haines enter into a relationship with this contract. The Borough of Haines is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with HARK. HARK is not considered to be an agent or employee of the Haines Borough for any purpose, and the employees of HARK are not entitled to any benefits that the Haines Borough provides for its employees. The Borough of Haines does not agree to use HARK exclusively. HARK does not agree to work for the Haines Borough exclusively.

### **PERSONNEL, EQUIPMENT AND SUPPLIES:**

Except as provided in the *Scope of Work*, HARK represents that it has or will secure at its expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by HARK or under its supervision. None of the work covered by this contract shall be subcontracted except as provided in the *Scope of Work*.

### **HARK QUALIFICATIONS:**

HARK warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligation under this contract.

### **CHANGES:**

The Haines Borough may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of HARK's compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by HARK, will be allowed, nor may HARK do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Haines Borough.

### **NO ASSIGNMENT OR DELEGATION:**

HARK may not assign or delegate any interest in this contract without the prior written consent of the Haines Borough. HARK may assign its rights to any payment under this contract without the prior written consent of the Haines Borough, however, notice of any such assignment or transfer shall be furnished promptly to the Haines Borough by HARK.

### **TERMINATION:**

Either party, upon 30 days written notice, may terminate this agreement. In the event that this contract is terminated by the Haines Borough for convenience, by mutual agreement of the parties, or by default of a material condition, the Haines Borough is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

# DRAFT

## **INSPECTION AND RETENTION OF RECORDS:**

The Haines Borough may inspect, in the manner and at reasonable times it considers appropriate, all of HARK's facilities, records and activities having any relevance to this contract. HARK shall retain financial and other records relating to the performance of this contract for a period of 6 years, or until the resolution of any audit findings, claims or litigation related to the contract.

## **EQUAL EMPLOYMENT OPPORTUNITY:**

HARK will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, marital status, changes in marital status, pregnancy or parenthood. HARK shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

## **CHOICE OF LAW; VENUE:**

This contract shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

## **COMPLIANCE WITH LAWS AND REGULATIONS:**

HARK shall, at their sole cost and expense, comply with all applicable requirements of federal, state and local laws, ordinances and regulations now in force, or which may be in force, during the performance of this agreement.

## **PAYMENT OF TAXED, OBLIGATIONS TO THE HAINES BOROUGH:**

As a condition of this contract, HARK shall pay all federal, state, and local taxes incurred by HARK and shall require their payment by any subcontractor or any other persons in the performance of this contract. HARK shall not be delinquent in any other obligations to the Haines Borough during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the Haines Borough under this contract.

## **CONFLICT OF INTEREST:**

HARK warrants that no employee or officer of the Haines Borough has violated the conflict of interest provisions of the Borough code regarding this contract. HARK also warrants that it has not solicited or received any prohibited action; favor or benefit from any employee or officer of the Haines Borough, and that it will not do so as a condition of this contract. If HARK learns of any such conflict of interest, HARK shall without delay inform the Haines Borough attorney or Borough representative for this contract.

# DRAFT

## APPENDIX C: ADDITIONAL PROVISIONS

### INSURANCE REQUIREMENTS:

HARK shall be responsible for providing, at their own expense and as a minimum, the following coverage:

(1) HARK shall provide evidence of coverage in the form of a certificate of insurance with a carrier or carriers satisfactory to the Haines Borough covering injury to persons and or property suffered by the Haines Borough or a third party as a result of operations under this contract by HARK or by any subcontractor. This coverage will also provide protection against injuries to all employees of HARK and the employees of any subcontractor engaged in work under this contract. The delivery to the Haines Borough of a written 30 day notice is required before cancellation of any coverage or reduction in any limits of liability, Insurance carriers providing coverage shall have an A.M. best rating of at least an A-VII. HARK shall maintain in force at all times during the performance of work under this contract, the following policies of insurance, Proof of this insurance is required to be submitted to the Haines Borough's manager for review and acceptance within 15 days of the signing of this contract.

(2) HARK, if subject to the provisions of the Alaska Worker's Compensation Act (AS 23.30), will provide the Haines Borough with proof, furnished by the insurance carriers, of current coverage for worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Worker's Compensation Board. HARK further acknowledges and agrees that in the event it fails to maintain proper Worker's Compensation coverage; the State will implement the provisions of AS 23.30.045(c) and the Haines Borough, at its option, may terminate this agreement for cause without liability. The coverage shall include employer's liability protection in the amount of \$100,000 per accident, \$500,000 policy limit, \$100,000 per employee.

(3) HARK will acquire and maintain during the term of this contract commercial general liability insurance. Such insurance shall cover all operations by, or on behalf of, HARK and shall provide insurance coverage for bodily injury and property damage liability including coverage for premises and operations, contractual liability, broad form property damage, and personal injury liability, The minimum limits of liability shall be (a) \$100,000 each occurrence for general liability and products/completed operations, (b) \$1,000,000 for personal injury, (c) \$2,000,000 aggregate for products/completed operations, and (d) \$2,000,000 general aggregate. The Haines Borough shall be named as an "Additional Insured" under all liability coverage listed above.

(4) HARK will acquire and maintain during the term of this contract business automobile insurance for all owned, or non-owned automobiles, provided by the Haines Borough, and/or hired automobiles operated by HARK in carrying out its responsibilities pursuant to this contract, to protect itself and the Haines Borough against all claims, demands, causes of action, or judgments and from all expenses that may be incurred in investigating or resisting the same. The policy shall include a provision requiring the insurance company to give not less than 30 days prior written notice to the Haines Borough Manager's office prior to any cancellation, non-

# DRAFT

renewal, or reduction in the amount of coverage of such insurance policy, The amount of automobile coverage to be provided shall be \$1,000,000 per accident combined single limit covering owned, non-owned, and hired automobiles.

(5) HARK will acquire and maintain during the term of this contract volunteer accident insurance. The minimum limit of liability shall be (a) \$2,500 principal sum (dismemberment), (b) \$2,500 capital sum (death), and (c) \$50,000 medical indemnity.

**HOLD HARMLESS:**

The Haines Borough, its officers, employees, and agents shall not be held liable for any claims, liabilities, fines, or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of HARK, or by any of HARK's officers, employees, agents, representatives, contractors, or subcontractors in the performance or non-performance of this contract, or in connection with HARK's performance or non-performance of related duties. HARK further agrees to appear and defend, and to indemnify and save free and harmless the Haines Borough and its officers, employees, and agents from and against any of the foregoing claims, liabilities, penalties, fines, or damages, whether or not valid, and for any cost and expense, including reasonable attorney's fees, incurred by the Haines Borough, its officer, employees, or agents on account of any claim therefore. HARK shall fully inform all persons using or being upon the shelter premises of the non-liability of the Haines Borough for any act or omission of HARK, by posting an adequate number of notices to that effect on said premises.

**AFFIDAVIT OF REVIEW:**

\_\_\_\_\_ Date: \_\_\_\_\_  
David Sosa, Manager Haines Borough



**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) 907.766.2190  
Fire Dept. 907.766.2115 ♦ (fax) 907.766.3373

Date: June 19, 2014

David Sosa, Borough Manager:


I have met with Steve Vick, Executive Director of HARK, and Nicole Swensgard, who will replace Steve as the Executive Director, July 1, 2014. We reviewed the contract conditions and costs. We agreed to submit the contract for the same amount as approved in FY2014. I am recommending the contract with HARK be placed on the Assembly agenda for the June 24<sup>th</sup> meeting and a resolution placed before the Assembly for their approval to allow you to sign the contract and enter into a contractual agreement on behalf of the Borough with HARK for animal control services in FY 2015. The FY 2015 contract amount: \$47, 814.

Sincerely,

A handwritten signature in black ink, appearing to read "Wm. Musser".

Wm. (Bill) Musser  
Chief of Police

cc: Julie Cozzi, Borough Clerk



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 14-478

Assembly Meeting Date: 6/24/14

Business Item Description:	Attachments:
Subject: Investment Objectives for Haines Permanent Fund and Investment Asset Allocation Goals	1. Resolution 14-06-571 2. About the Benchmarks 3. APCM Presentation 4. Asset Allocations
Originator: Finance Committee	
Originating Department: Finance	
Date Submitted: 6/19/14	

**Full Title/Motion:**

Motion: Adopt Resolution 14-06-571.

**Administrative Recommendation:**

This resolution is recommended by the Finance Committee.

**Fiscal Impact:**

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

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives:

Consistent:  Yes  No**Summary Statement:**

This resolution is a follow-up to Ordinance 14-05-380, adopted on 6/10/14, which increased the cap for stock investments for the Permanent Fund from 25% to 50%.

Evan Rose of Alaska Permanent Capital Management (APCM) made a presentation to Assembly members at a January 28 Committee-of-the-Whole meeting regarding the Borough's Permanent Fund, managed by APCM. The presentation reviewed the fund's performance, reviewed market trends in 2013, and addressed other issues such as risk tolerance and asset allocations. A copy of the presentation is attached. Following the presentation, the Finance Committee (on March 10) reviewed several proposed asset allocations supplied by APCM (attached) and recommended the proposed 30% equities allocation. An ordinance was required to increase the cap on equity investments. That ordinance passed at the June 10 meeting.

**Referral:**

Referred to:

Referral Date:

Recommendation:

Meeting Date:

**Assembly Action:**

Meeting Date(s): 6/24/14

Public Hearing Date(s):

Postponed to Date:

**A Resolution of the Haines Borough Assembly establishing investment objectives for the Haines Permanent Fund, and adopting investment asset allocation goals and performance benchmarks.**

**WHEREAS**, the Haines Borough Charter, Article 9, Section 9 establishes the Haines Permanent Fund; and

**WHEREAS**, the Assembly is charged with broad powers to safeguard, protect, invest and account for the Haines Permanent Fund; and

**WHEREAS**, the investment objective for the Haines Permanent Fund is to maintain principal while maximizing total return; and

**WHEREAS**, setting asset allocation policy is an essential element of the Assembly's work to ensure that the level of investment risk in the Fund is prudent and appropriate for the stated objective; and

**WHEREAS**, the Assembly has reviewed recent capital market return and risk assumptions; and

**WHEREAS**, using these assumptions, the asset allocation adopted herein is expected to produce, over time, the following return:

**Assumptions**

Median Expected total Fund return:	4.3%
Standard Deviation of Returns:	7.1%
Inflation Assumption:	2.25%; and

**WHEREAS**, it is important to provide for measuring the investment manager(s) performance against appropriate benchmarks,

**NOW, THEREFORE, BE IT RESOLVED** by the Haines Borough Assembly that the Assembly adopts the following asset allocation and benchmarks for the Fund which will remain effective until modified by subsequent resolution:

**Section 1:** The asset allocation target weightings with range restrictions are as follows:

<b><u>Asset Class</u></b>	<b><u>Target %</u></b>	<b><u>Range %</u></b>
<b>U.S. Fixed Income</b>	70%	60-80%
<b>Equities</b>		
<b>Large Cap Equity</b>	17%	10-25%
<b>Mid Cap Equity</b>	2%	0-5%
<b>International Equity</b>	6%	0-10%
<b>Emerging Markets Equity</b>	2%	0-5%
<b>REITs</b>	<u>3%</u>	0-5%
<b>Total Equities</b>	30%	

**Section 2:** The performance of the Fund and investment managers will be measured as follows:

**Asset Class & Benchmarks**

**U.S. Fixed Income**

Benchmark – Barclay’s Intermediate Government/Credit Index

**Large Cap Equity**

Benchmark – Standard & Poor’s 500 Index

**Mid Cap Equity**

Benchmark – Standard & Poor’s 400 Mid-Cap Index

**International Equity**

Benchmark – Financial Times Stock Exchange Developed ex North America Index

**Emerging Markets Equity**

Benchmark – Financial Times Stock Exchange Emerging Index

**REITs**

Benchmark – Standard & Poor’s US REIT Index.

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



## About the Benchmarks

### **Barclay's Intermediate Government/Credit Index**

The index measures the performance of U.S. Dollar denominated U.S. Treasuries, government-related and investment grade U.S. corporate securities that have a remaining maturity of greater than one year and less than ten years.<sup>1</sup>

### **Standard & Poor's 500 Index**

Standard and Poor's 500 Index is a capitalization-weighted index of 500 stocks. The index is designed to measure performance of the broad domestic economy through changes in the aggregate market value of 500 stocks representing all major industries.<sup>2</sup>

### **Standard & Poor's 400 Mid-Cap Index**

This Standard & Poor's index serves as a barometer for the U.S. mid-cap equities sector and is the most widely followed mid-cap index in existence. To be included in the index, a stock must have a total market capitalization that ranges from roughly \$750 million to \$3 billion dollars. Stocks in this index represent household names from all major industries including energy, technology, healthcare, financial and manufacturing.<sup>3</sup>

### **Financial Times Stock Exchange (FTSE) Developed ex North America Index**

The FTSE Developed ex North America Index is a market-capitalization-weighted index representing the performance of large- and mid-capitalization stocks in developed markets, excluding the U.S. and Canada.<sup>4</sup>

### **Financial Times Stock Exchange Emerging Index**

Invests in stocks of companies located in emerging markets around the world, such as China, Brazil, Taiwan, and South Africa.<sup>4</sup>

### **Standard & Poor's US REIT Index**

The S&P United States REIT Index measures the investable U.S. real estate investment trust market and maintains a constituency that reflects the market's overall composition.<sup>1</sup>

---

<sup>1</sup> <http://etfdb.com>

<sup>2</sup> <http://www.bloomberg.com>

<sup>3</sup> <http://www.investopedia.com>

<sup>4</sup> <https://www.vanguardcanada.ca>

# Haines Borough

## INVESTMENT REVIEW

*for period ending December 31, 2013*



# Account Summary

Account Inception	<b>January 31, 1996</b>
Initial Balance*	<b>\$3,106,856</b>
Cumulative Withdrawals	<b>\$1,514,349</b>
Current Market Value <i>December 31, 2013</i>	<b>\$8,187,362</b>
Annualized Account Return <i>January 31, 1996 – December 31, 2013</i>	<b>+5.95%</b>
Current Allocation	<b>20% Equity / 80% Bonds</b>
2013 Management Fees	<b>\$20,029</b>
Fee Schedule	<b>0.25% on first \$10MM, 0.15% thereafter</b>

\* Account balance on February 28, 1996 after being fully invested.

# Agenda

- 2013 Market Recap
- Portfolio Review
- Asset Allocation

# 2013 Market Recap

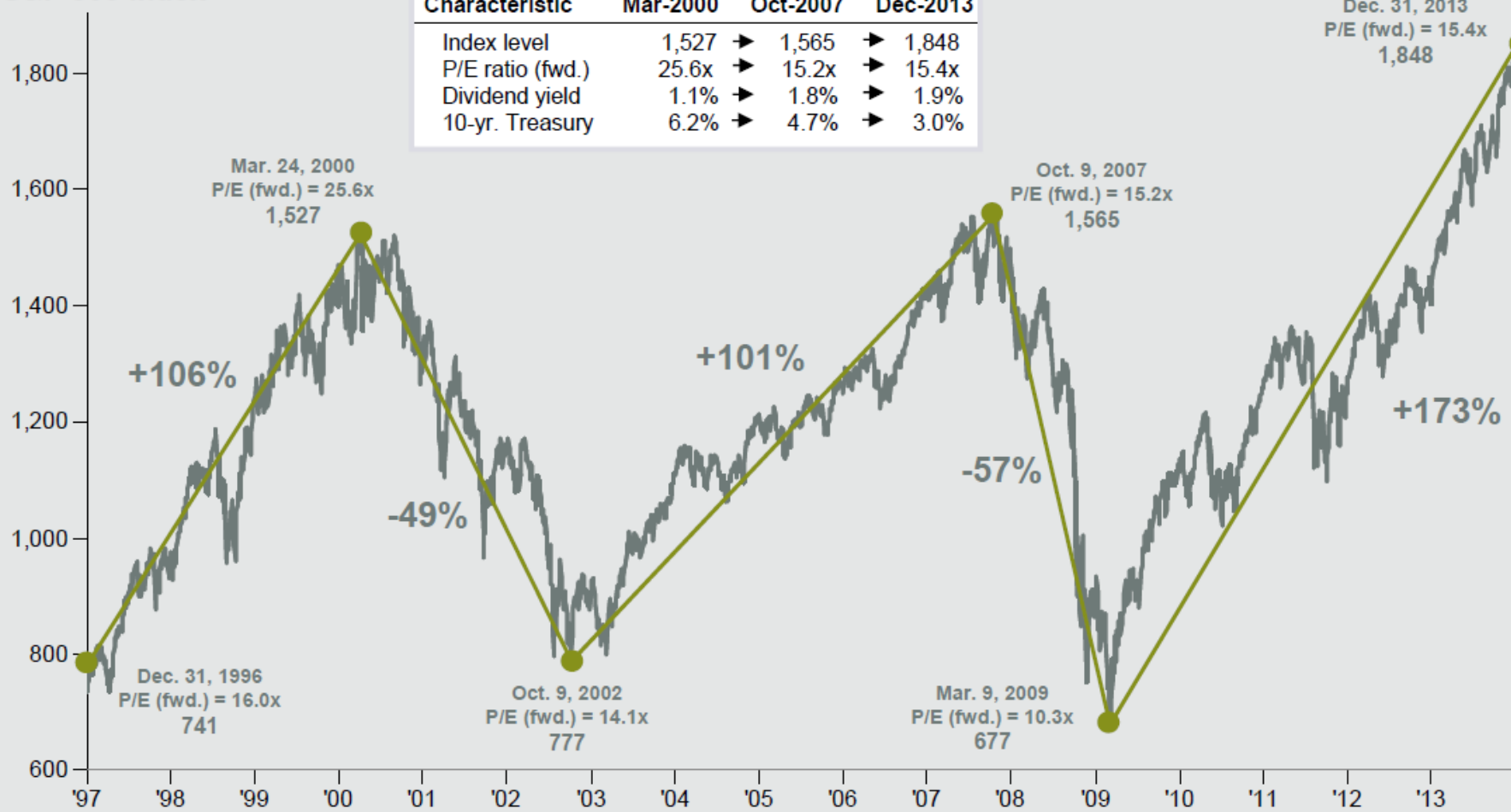
# 2013: Three Themes

- Improving macroeconomic fundamentals
  - U.S. unemployment rate dropped from 7.9% to 6.7%
  - Improving housing market and strong auto sales
  - Eurozone emerged from recession
  - China's growth slowed as it transitions to domestic consumption
- Monetary easing by central banks around the world
  - “Abenomics” in Japan has given inflation a much needed boost
- P/E expansion pushed U.S. equities to record highs
  - Ratio went from 12x to 15x forward earnings during the year

# P/E Expansion Drove Markets in 2013

S&P 500 Index

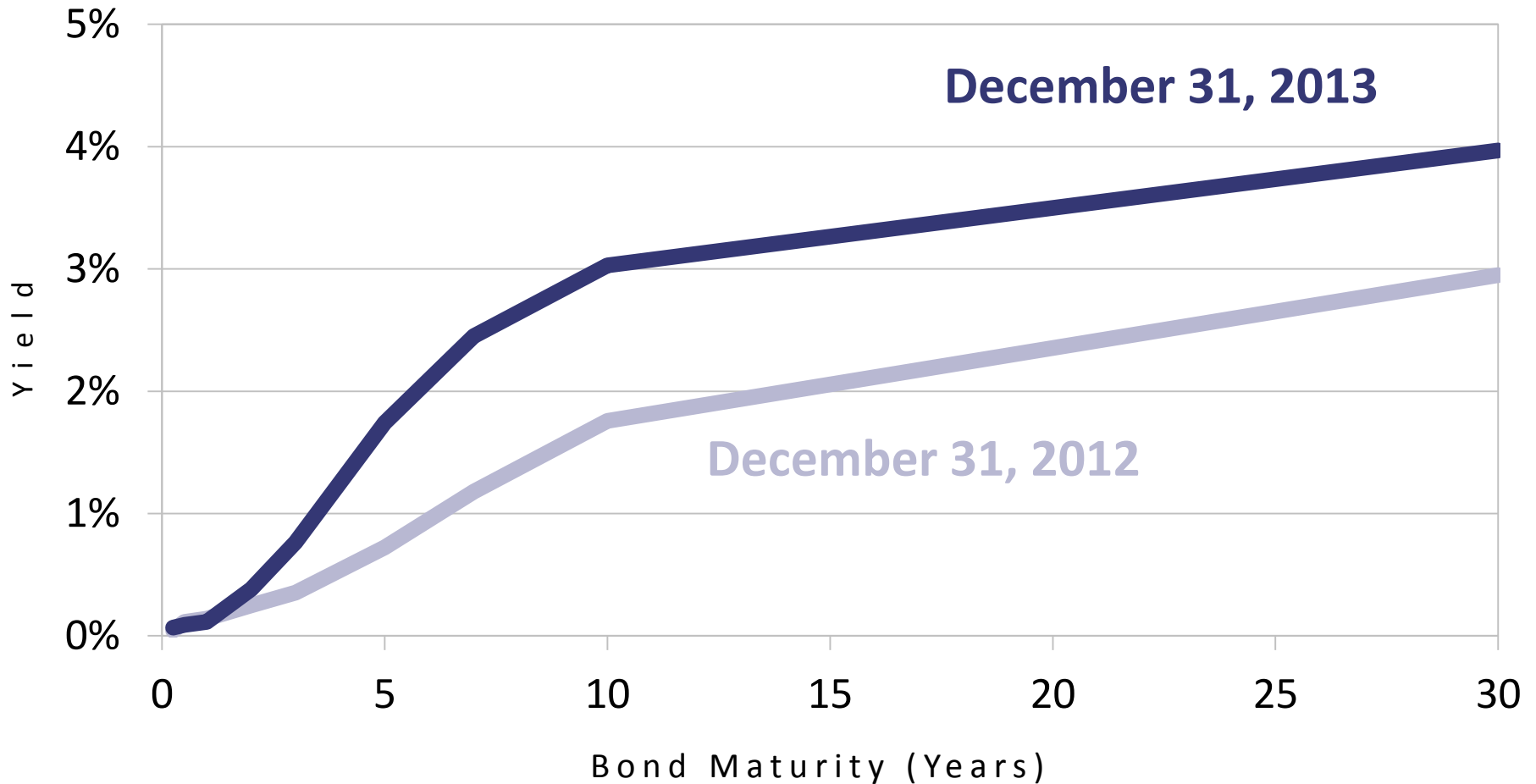
Characteristic	Mar-2000	Oct-2007	Dec-2013
Index level	1,527	1,565	1,848
P/E ratio (fwd.)	25.6x	15.2x	15.4x
Dividend yield	1.1%	1.8%	1.9%
10-yr. Treasury	6.2%	4.7%	3.0%



Source: J.P. Morgan Asset Management

# Bond Yields Rose in 2013

## U.S. Treasury Yield Curve



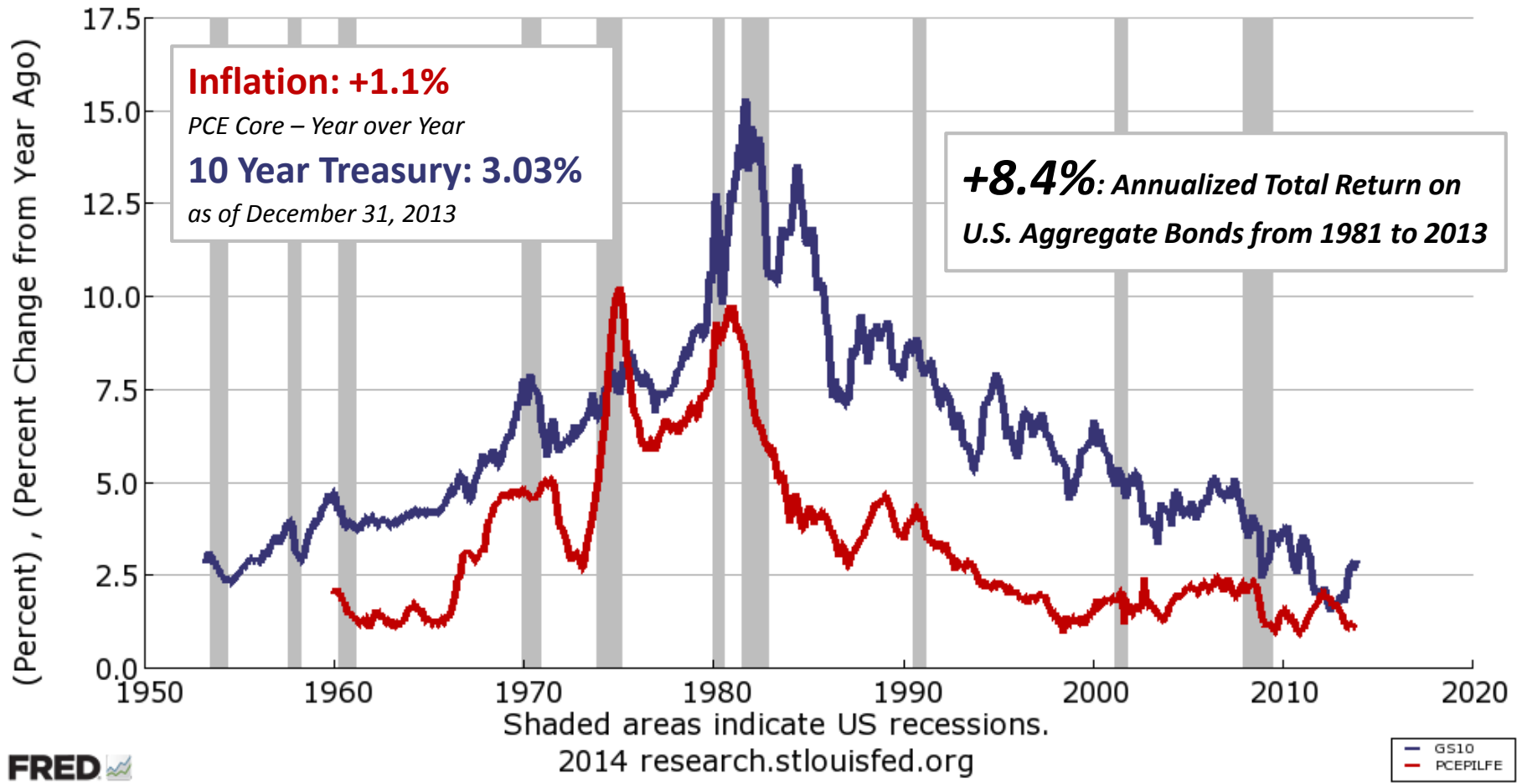
Data: Bloomberg



# Interest Rates and Inflation Near Historic Lows

10-Year Treasury Constant Maturity Rate (GS10)

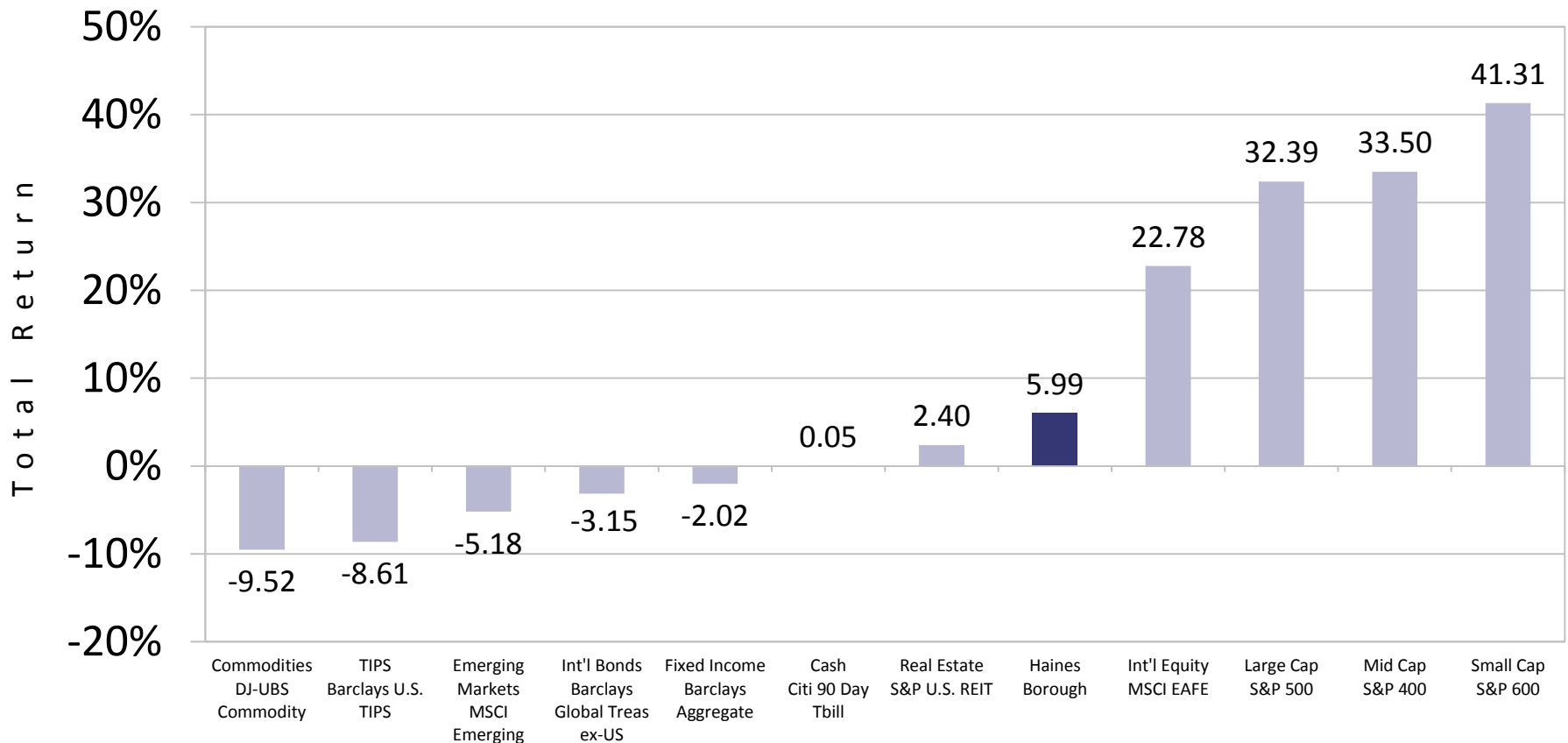
Personal Consumption Expenditures Excluding Food and Energy (Chain-Type Price Index)  
(PCEPILFE)



# Asset Class Returns

## Account Performance

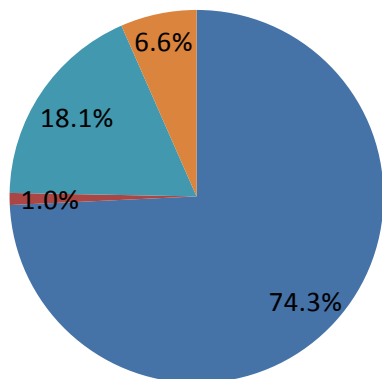
*Calendar Year 2013*



Account performance is gross of fees. Individual asset class performance is represented by a respective index.

# Portfolio Review

## Asset Allocation for Haines Borough *as of December 31, 2013*

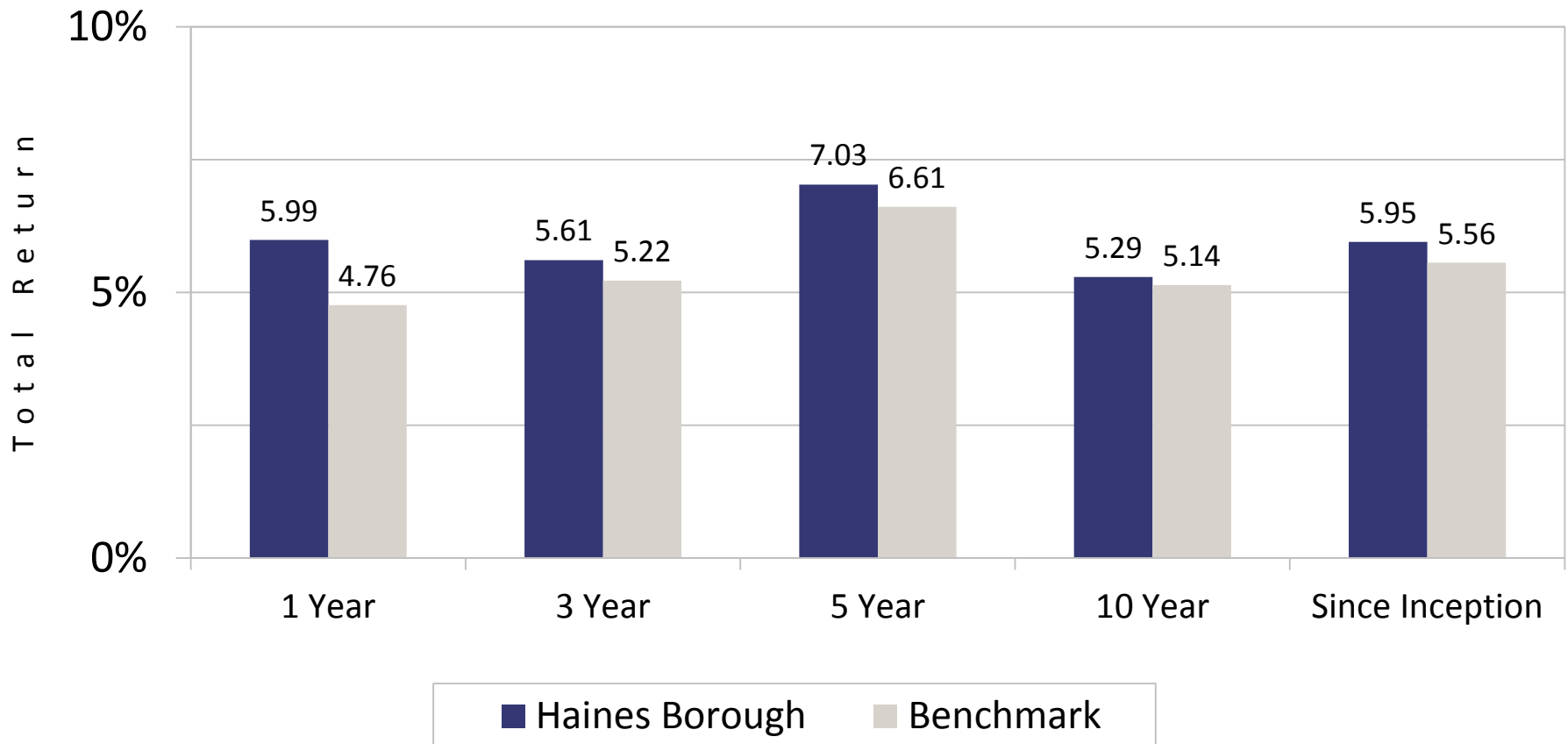


■ U.S. Fixed Income    ■ Cash  
■ Large Cap            ■ International

Asset Class	% Assets	Strategic Benchmark	Range	Market Value
<b>Fixed Income</b>	<b>75.3%</b>	<b>80%</b>	<b>75-85%</b>	<b>\$6,165,153</b>
U.S. Fixed Income	74.3%			\$6,080,242
Cash	1.0%			\$84,911
<b>Equities</b>	<b>24.7%</b>	<b>20%</b>	<b>15-25%</b>	<b>\$2,022,209</b>
Large Cap	18.1%	15		\$1,483,245
International	6.6%	5		\$538,964
<b>Total</b>				<b>\$8,187,362</b>

## Account Performance

*as of December 31, 2013*



Performance is gross of fees and annualized for periods greater than one year. Inception performance begins on January 31, 1996.

# Asset Allocation

# APCM's Annual Asset Allocation Review

## Annual Review of ETFs and Funds

*Examine performance, tracking error, tradability, and expense ratios of existing and prospective vehicles.*

Change in benchmark on two international Vanguard ETFs.

## Asset Class Review

*Ensure adequate coverage of the investable marketplace and consider role of opportunistic asset classes.*

Exposure to 3 asset classes. APCM covers 11 strategic and 4 opportunistic asset classes which could be added to effectively balance risk/return.

## Review Allocation with Clients

*Present new return/risk assumptions, downside risks, and wealth simulations.*

*Discuss changes in client circumstances.*

**Affirm allocation or change as needed.**

## Update Capital Market Projections

*Seven year return outlook based on changing economic conditions and valuations in the market.*

**Slow GDP growth with muted inflation likely to suppress real & nominal returns.**

# Portfolio Review

## Actual Historical Allocation

*as of December 31, 2013*

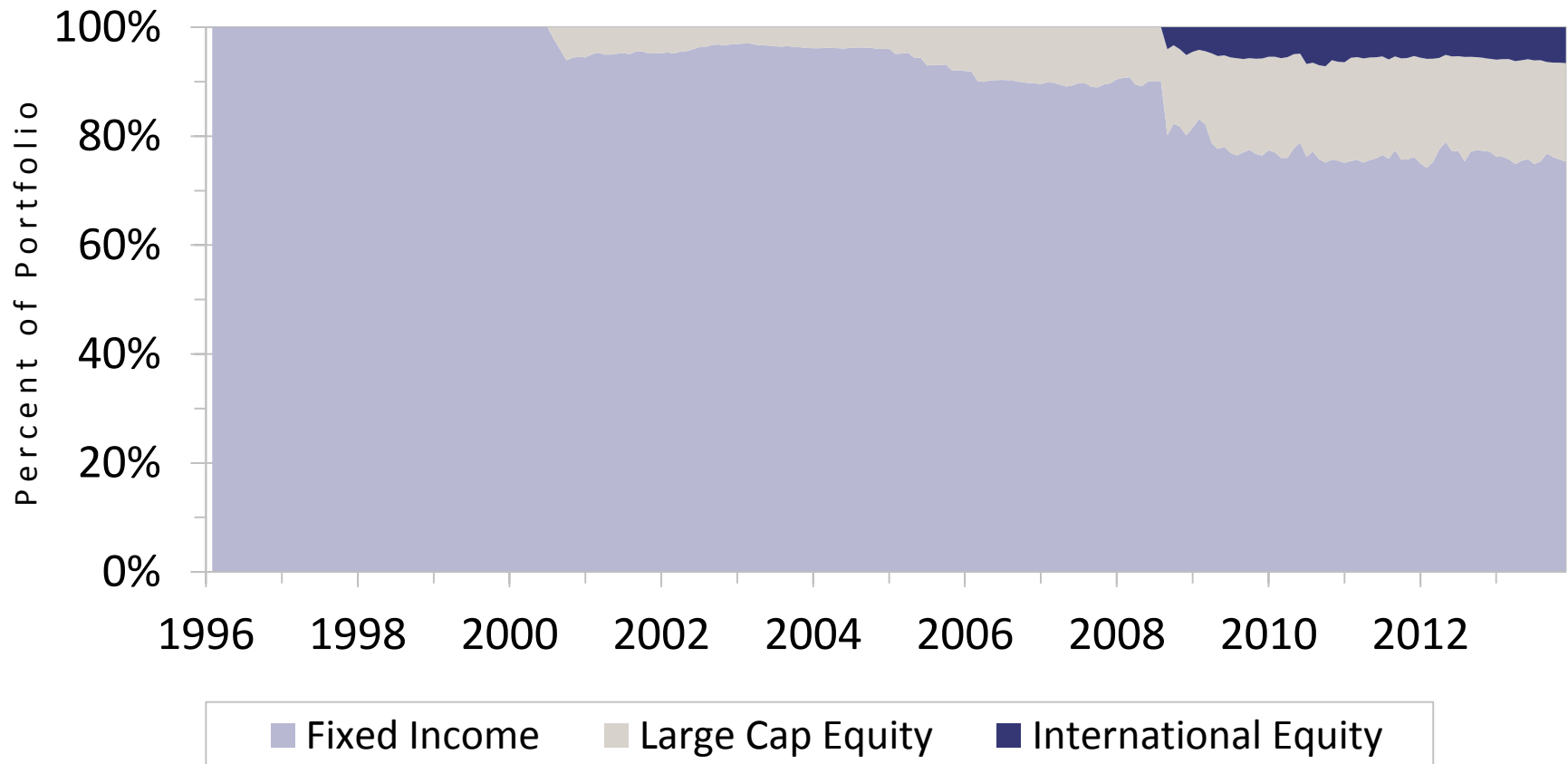
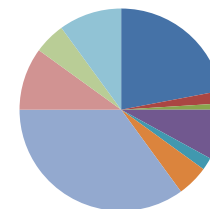
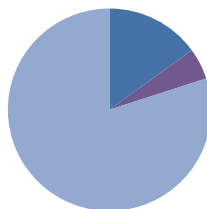


Chart shows month end data based upon portfolio market value.



# Asset Allocation



Asset Class		Haines Borough	40% Equity
Large Cap Equity		15.0%	22.0%
Mid Cap Equity		-	2.0%
Small Cap Equity		-	1.0%
International Equity		5.0%	8.0%
Emerging Markets Equity		-	2.0%
REITs		-	5.0%
U.S. Fixed Income		80.0%	35.0%
TIPS		-	10.0%
International Bonds		-	5.0%
Commodities		-	0.0%
Cash		-	10.0%
<b>APCM's Forward Looking Assumptions</b>	<b>Return</b>	<b>3.5%</b>	<b>5.0%</b>
	<b>Risk</b>	5.8%	8.0%
	<b>Ratio</b>	0.61	0.62
<b>Annualized Historical Returns 3/1997 - 12/2012</b>	<b>Return</b>	<b>6.6%</b>	<b>6.9%</b>
	<b>Risk</b>	4.4%	7.2%
	<b>Ratio</b>	1.48	0.96
<b>Best 12 Month Period</b>		18.3%	30.2%
<b>Worst 12 Month Period</b>		-8.4%	-18.9%

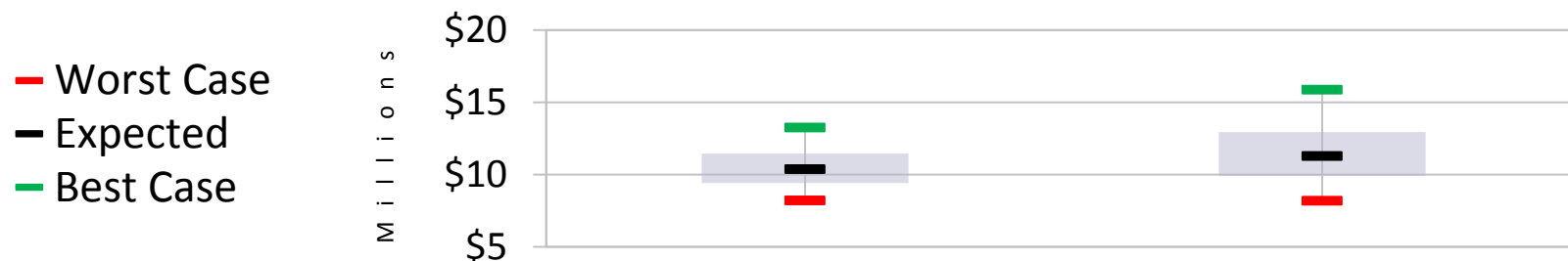
Risk and return data from Windham Portfolio Advisor.

# Expected Return of Current Allocation

	2008	2013
Average Annual Expected Return	+5.53%	+3.54
Standard Deviation of Expected Return	7.45%	5.78%
Inflation Assumption	+3.0%	+2.5%

# Wealth Simulation

## Ranges of Expected Real Portfolio Value Over 7 Years



Confidence Level			Haines Borough	40% Equity
<i>Likelihood of Achieving this Market Value or Better Out of 5,000 Trials</i>				
<b>Best Case</b>	5%	250/5,000	\$13,245,030	\$15,852,970
	25%	1,250/5,000	\$11,445,660	\$12,933,150
<b>Expected</b>	50%	2,500/5,000	<b>\$10,362,910</b>	<b>\$11,269,530</b>
	75%	3,750/5,000	\$9,410,115	\$9,874,392
<b>Worst Case</b>	95%	4,750/5,000	\$8,187,934	\$8,176,278

Data: Windham Portfolio Advisor. Portfolio starting value of \$8.2 million.

# Asset Allocation Considerations

Factors	Haines Borough
<b>T</b> Time Horizon	Long Term
<b>R</b> Risk Tolerance	Commensurate with Return Objective
<b>E</b> Expected Return	Maintain Principal While Maximizing Total Return
<b>A</b> Asset Class Preference	Domestic Large Cap Equity, International Developed Equity, REITs, U.S. Intermediate Bonds
<b>T</b> Tax Status	Tax Exempt

- Current allocation has 20% equity exposure and 80% bonds with an **expected long-term annual return of +3.5%**

# Summary

- Expected return from 2008 of +5.53% has been revised down to +3.54% due to changes in the financial markets and asset class valuations
- Inflation assumption of +2.5% per year leaves room for +1.04% real growth
- Given changes in projected return/risk, does the current allocation meet the objectives for Haines Borough?

ALASKA  
PERMANENT  
CAPITAL MANAGEMENT COMPANY

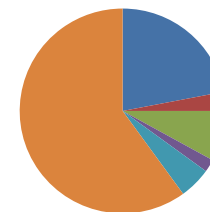
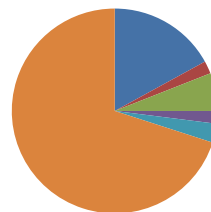
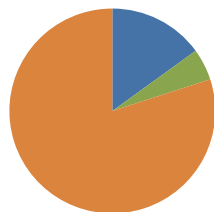
IS RELATIONSHIP DRIVEN AND VIEWS ITSELF AS  
A LONG-TERM PARTNER WITH ITS CLIENTS

YOUR BUSINESS IS IMPORTANT TO US!

VISIT US AT OUR WEBSITE: [APCM.NET](http://APCM.NET)



# Asset Allocation



Asset Class		Haines Borough	30% Equity	40% Equity
Large Cap Equity		15.0%	17.0%	22.0%
Mid Cap Equity		-	2.0%	3.0%
International Equity		5.0%	6.0%	8.0%
Emerging Markets Equity		-	2.0%	2.0%
REITs		-	3.0%	5.0%
U.S. Fixed Income		80.0%	70.0%	60.0%
APCM's Forward Looking Assumptions	Return	3.5%	4.3%	4.9%
	Risk	5.8%	7.1%	8.3%
Annualized Historical Returns 3/1997 - 12/2012	Return	6.6%	7.0%	7.2%
	Risk	4.4%	5.7%	7.2%
Best 12 Month Period		18.3%	25.2%	30.7%
Worst 12 Month Period		-8.4%	-13.1%	-17.7%

Risk and return data from Windham Portfolio Advisor.



## Memo from the Clerk

Date: June 24, 2014  
To: Mayor and Assembly  
Cc: Borough Manager  
From: Julie Cozzi, MMC, Borough Clerk  
Re: Administrative Appeal of an Abatement Order – George Edwards

On June 2, 2014, the borough issued a nuisance abatement order to George Edwards. As is his right under HBC 8.12.130, he submitted a timely appeal of that order. The code is very specific about the process with the first step being simply for the clerk to present the appeal to the assembly and then with the assembly's direction, the clerk is to determine a date, time, and place for the hearing to take place no later than 60 days from the date of the appeal letter.

There is no other action for the assembly to take during the June 24 meeting. This is NOT the hearing. This is NOT the time to hear from the appellant or other interested persons. That opportunity will come during the actual hearing. Therefore, this item is on the consent agenda since it involves only acknowledging receipt of the appeal and directing the clerk to schedule the hearing.

It is my intention to schedule the hearing for July 8, 6:30 p.m., in the borough assembly chambers.

### **HBC 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.

### **Motion needed during 6/24 meeting:**

"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 August 11, 2014 (60 days from date of appeal)."

Attachments: 1) Edwards Appeal received June 12, 2014  
2) Abatement Order dated June 2, 2014



June 11<sup>th</sup> 2014

Haines Borough Planning and Zoning Technician, Tracy Cui  
Haines Borough Manager Sousa, Mayor Scott, and Borough Assembly Members  
P.O. Box 1209  
Haines AK 99827  
RE: C-STR-02-1230  
T31S,R59E,SEC2, Lot 12-Part, Small Tracts Rd.

RECEIVED Haines Borough

JUN 12 2014

Clerk's Office

Dear Ms. Cui and everyone above,

I have my Care Coordinator helping me to write this letter, as she helps me with my needs at home and in the community. Due to medical and developmental problems since birth I have Medicaid Waiver Home and Community Based Support Services and am proud to live independently in my home. I am appealing the notice you sent me on June 2<sup>nd</sup> 2014.

With support staff and wonderful people such as PT Marnie Hartman and many friends and neighbors, I can live on my own. I am not able to earn a living and so am dependent on income such as Supplemental Security Income. I practice subsistence too and barely manage to pay my bills, but am proud that I can and I do. My income is less than \$14,000 a year. I have been living in my home for a long time, way back before borough consolidation. It was kind of nice living outside the city limits!

Working on cars and machinery is what I love to do. These vehicles are my treasures. I may have a hard time with some things, but I am a cracker jack mechanic, and rely on these vehicles for parts so I can do what I do best; fix and work on machinery. The vehicles on my property are not abandoned: Most of them I use for parts and ideas and rehabilitating other pieces of machinery. Also, I do not have the financial means to get rid of the vehicles on my property. I will try to remove a few but there is no way I can remove them all. Plus these vehicles do not bother me, or harm anybody near-by; there are lots of trees and greenery around that sort of hide their ugliness to others; they are not an eyesore to me.

A couple of years ago I remember the uproar about Lucy Harrell's place just down the road from me, and as I recall, instead of making her pay to have them all removed, the borough instead organized a community clean up and hired some guys to come up to Haines with a barge so everyone could get rid of their junk. Maybe it is time for the borough to help solve this problem that way. I see many other properties around the borough, not just mine, that fall into the definition of junkyard. Even though I am not Lucy Harrell I sometimes wish I were!

Anyway, I would really appreciate it if you would please think about my suggestions and situation as stated above.

Sincerely,



George R Edwards



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

June 2, 2014

George Edwards  
PO Box 744  
Haines, AK 99827

Re: C-STR-02-1230  
T31S, R59E, SEC2, Lot 12-Part, Small Tracts Rd.

Dear Mr. Edwards:

It has come to the Borough's attention that the presence of excessive motor vehicles and boats on the above-listed property appears to meet the definition of junkyard in the Haines Borough nuisance code:

HBC 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: ...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."*

HBC 18.20.020 Definitions – Regulatory.

*"Junkyard" means a lot or portion thereof which is used for the purpose of the outdoor storage, handling, dismantling, wrecking, keeping or sale of more than two unregistered, discarded, wrecked or abandoned: motor vehicles, airplanes, appliances or boats. It may also include building materials, machinery, equipment, or parts thereof, including scrap metals, wood, lumber, plastic, fiber or other tangible materials allowed to accumulate to the point of meeting the definition of nuisance in Chapter 8.12 HBC.*

This situation requires immediate resolution by one of the following means:

- You may provide a copy of the registration document for each vehicle on your property that exceeds the allowed two unregistered; this would prove they are not discarded, wrecked or abandoned. If you choose this option, you must provide the copies no later than June 13, 2014; or

- The excessive vehicles and boats may be removed from the property so that it no longer meets the junkyard definition. If you choose this option, the removal must take place no later than July 3, 2014; or
- You may appeal this notice to the assembly by filing with the clerk an appeal in writing in accordance with the appeal procedure provided under HBC 8.12.130 within 15 days from the date of this notice. Therefore, an appeal would have to be received no later than June 18, 2014; or
- You may pursue a conditional use permit for a junkyard by applying and appearing before the Planning Commission. Your property is located within the *Rural Mixed Use* zone, and that zone allows a junkyard with a conditional use permit. If the Planning Commission decides not to permit you to have a junkyard on your property, you will be required to resolve the matter by removing the automobiles and boats such that the property no longer meets the junkyard or nuisance definitions. If you wish to apply for a conditional use permit, please do so no later than June 13, 2014 (for your convenience, I have enclosed a form in the event you choose this option).

**This matter requires your immediate attention. Please notify me as soon as possible to let me know which of the above-listed options you have selected.**


If I have received no response from you by June 13, the Borough may take such action as deemed necessary to correct or abate the violation. According to HBC 8.08.030(C), the cost of such action taken by the Borough, 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.

Thank you very much for your attention to this matter. Please contact me right away.

Sincerely,



Tracy Cui  
Planning & Zoning Technician



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 14-479

Assembly Meeting Date: 6/24/14

Business Item Description:	Attachments:
Subject: Classification/Method of Sale, Portion of Lot 8, Primary School Subdivision (Haines Brewing Co.)	1. Pages from 6/12/14 Planning Commission Packet, Including Memo from Borough Manager 2. E-mail from Rob Goldberg, Planning Commission Chair 3. Land Sale Comments from Tom and Liz Heywood
Originator: Planning Commission	
Originating Department: Lands	
Date Submitted: 6/20/14	

**Full Title/Motion:**

Motion: Classify a portion of Lot 8, Primary School Subdivision for sale, as recommended by the planning commission; direct the borough manager to proceed with the process of subdividing the lot; and authorize the manager to dispose of the classified area by the negotiated sale method.

**Administrative Recommendation:**

This resolution is recommended by the borough manager.

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$0	\$0	\$0	Property on Tax Roll

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives: Objective 3E, p. 107-8  
"acceptable incentives to encourage businesses" (see below)

Consistent:  Yes  No

**Summary Statement:**

The borough received an application from Haines Brewing Company for purchase of borough-owned real property, specifically a portion of Lot 8, Primary School Subdivision. On 6/12, the planning commission passed a motion recommending this portion be classified for sale as proposed. If the assembly chooses to classify it for sale, the borough manager recommends disposal by negotiated sale.

According to an attached e-mail from planning commission chair Rob Goldberg, the commission recommends "the Borough work with Haines Brewing Co. to encourage them to purchase [the property]. The Commission thinks that bringing a thriving business to Main Street will help with downtown revitalization."

Objective 3E of the comprehensive plan refers to identifying "acceptable incentives to encourage businesses to locate in [Downtown Business District] into vacant buildings or empty parcels (e.g. temporary reduction in property taxes, utility rates, or other business fees linked to location in DBD, investments in building construction, upgrades, etc.)."

**Referral:**

Referred to: Planning Commission  
Recommendation: Classify for Sale as Proposed

Referral Date:  
Meeting Date: 6/12/14

**Assembly Action:**

Meeting Date(s): 6/24/14  
Public Hearing Date(s):  
Postponed to Date:

# Haines Brewing Company, Inc.

P.O. Box 911  
Haines, Alaska 99827

907-766-3823  
hainesbrew@gmail.com



May 7, 2014

David Sosa  
Darsie Culbeck  
Haines Borough  
Box 1209  
Haines, Alaska 99827

Dear David and Darsie,

After 14 years in business, the Haines Brewing Company is pursuing expanding our facility, which is currently located in Dalton City at the Fairgrounds. It has recently come to our attention that the Borough may consider selling property to private businesses such as ours.

We are interested in purchasing the northern 20,000 square feet of Lot #8, downtown Haines at 4th and Main, for a price of \$3.00 per square foot. Although this price is less than the recent land sale to the Aspen Hotel, we expect that we will be up and running within a year of purchase. Not only would the Borough be supporting one of Haines' few local manufacturing businesses and developing the downtown area, but also benefit from increased sales and property tax revenue.

Please contact us to discuss this idea further. We look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul &amp; Jeanne', written in a cursive style.

Paul Wheeler & Jeanne Kitayama  
Haines Brewing Company, Inc.

# Haines Brewing Company, Inc.

P.O. Box 911  
Haines, Alaska 99827

907-766-3823  
hainesbrew@gmail.com



May 28, 2014

Haines Borough Planning Commission  
Box 1209  
Haines, Alaska 99827

To the Haines Borough Planning Commission Members:

The Haines Brewing Company is pursuing relocating and expanding our facility, which is currently in Dalton City at the Fairgrounds. It has recently come to our attention that the Borough may consider selling property to private businesses such as ours. We are interested in purchasing the northern 20,000 square feet of Lot #8, at Fourth and Main Streets, downtown Haines.

We have been in business for over 14 years and have outgrown our present facility, both in capacity to produce more beer for wholesale and retail, and in our tasting/merchandise area for on-premise sales and tours. Our product has a popular reputation throughout the state of Alaska. In fact, the brewery has become a destination for visitors and influenced new residents' decisions to move here. During the summer seasons we sell all that we can produce in our current space.

By relocating to the downtown area we will be more accessible to both Haines visitors and locals. With the larger tasting room and seating we can accommodate more customers and increase tour sizes.

Requesting only a portion of Lot #8 still leaves the option of a public park on the corner of Third and Main Streets. We feel our brewery will be very compatible with the downtown atmosphere, and the potential of an adjacent public park. Recognizing and distinguishing the *art* of craft brewing from bars serving liquor, State laws limit our business hours, activities, and quantities of beer sales to individuals.

By selling this property to the Haines Brewing Company, the Borough would be supporting one of Haines' few local manufacturing businesses and developing the downtown area. In addition, this expansion of our business would mean employing at least one more person and provide increased sales and property tax revenue. Once the purchasing and permitting are secured, we expect that within a year we would be opening our doors for business.

Thank you for considering our proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Wheeler &amp; Jeanne Kitayama'. The signature is fluid and cursive, with the names written in a single line.

Paul Wheeler & Jeanne Kitayama  
Haines Brewing Company, Inc.

HAINES BOROUGH

APPLICATION FOR USE OF / PURCHASE OF /  
EASEMENT THROUGH OR VACATION-PURCHASE OF  
BOROUGH-OWNED REAL PROPERTY

TYPE OF APPLICATION  
(check one)

PURCHASE     LEASE     LEASE ASSIGNMENT     EASEMENT  
 VACATION-PURCHASE     USE PERMIT

Legal Name of Applicant(s) Haines Brewing Company, Inc.  
Please Print

Mailing Address PO Box 911, Haines, AK Day Phone: 766-3823

1. Legal Description of Property (attach map/drawing):
2. Existing Parcel Size: Sq. Feet: 20,040 Acres: \_\_\_\_\_
3. Existing Utilities: None: \_\_\_\_\_  
 Water: On Site \_\_\_\_\_ Public   
 Sewer: On Site \_\_\_\_\_ Public
4. Access: 4th and Main
5. Proposed Term of Usage: (leases may be issued for not less than five years nor more than 35 years) \_\_\_\_\_
6. Include with this application the following:
  - A. \$100 non-refundable filing fee
  - B. Plans, reports, a narrative, and other material sufficient to permit the Borough to evaluate the need for the land request including:
    - A. Purpose/reasons
    - B. Use, value and nature of proposed improvements to be constructed (including plans and maps).
    - C. Date construction to begin and projected completion date.
7. Comprehensive Plan designation for property: commercial
8. Zoning designation for property: commercial
9. Current assessment by Borough Assessor: \$ 4.33/sq ft

I HEREBY CERTIFY THAT ALL OF THE STATEMENTS MADE IN THIS APPLICATION AND ITS INCORPORATED ATTACHMENTS ARE TRUE AND CORRECT.

Jeanne Kitayama  
Signature of Applicant

5-29-14  
Date:

\*\*\*\*\*OFFICE USE ONLY THIS SIDE\*\*\*\*\*

A. Receipt of this application with all required attachments, together with the \$100 filing fee (non-refundable) is hereby acknowledged. (Note: an *additional* \$25 fee is required with easement applications.) \$100  \$125

Received by: T. Olsen Date: 5/29/14 Receipt #: 022991  
CK# 3118

B. Planning Commission's Official Comment:

Meeting Date: \_\_\_\_\_ (attach comment)

Public Hearing Date (required for vacation-purchase requests): \_\_\_\_\_  
(attach newspaper ad and posting showing a minimum of seven days notice given)

C. Assembly Action to Approve Application: Approved  Not Approved

Meeting Date: \_\_\_\_\_ (attach minutes excerpt)

D. Land Manager's (or designee's) *estimate* of additional application costs (including survey, appraisal, advertising, etc.): \$ \_\_\_\_\_ (attach itemization)

E. Receipt of *estimated* costs from applicant (within 30 calendar days of mailing cost notice) in the amount of \$ \_\_\_\_\_ is hereby acknowledged:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

F. Public Hearing on the proposed lease scheduled at least 30 days from receipt of estimated costs:

Time & Date of Hearing: \_\_\_\_\_ (attach posting and newspaper ad)

G. Assembly Action to Establish Terms of Lease or Borough Land Use:

Meeting Date (may be the same as F. public hearing): \_\_\_\_\_  
(attach resolution or ordinance)

H. Terms accepted by applicant: Date: \_\_\_\_\_

I. *Final* application costs: \$ \_\_\_\_\_ Amount billed or credited \$ \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

or Credit Issued: \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_



MAIN STREET

120'

60'

10'

30'

2700 SQ FT

10'

30'

60'

30'

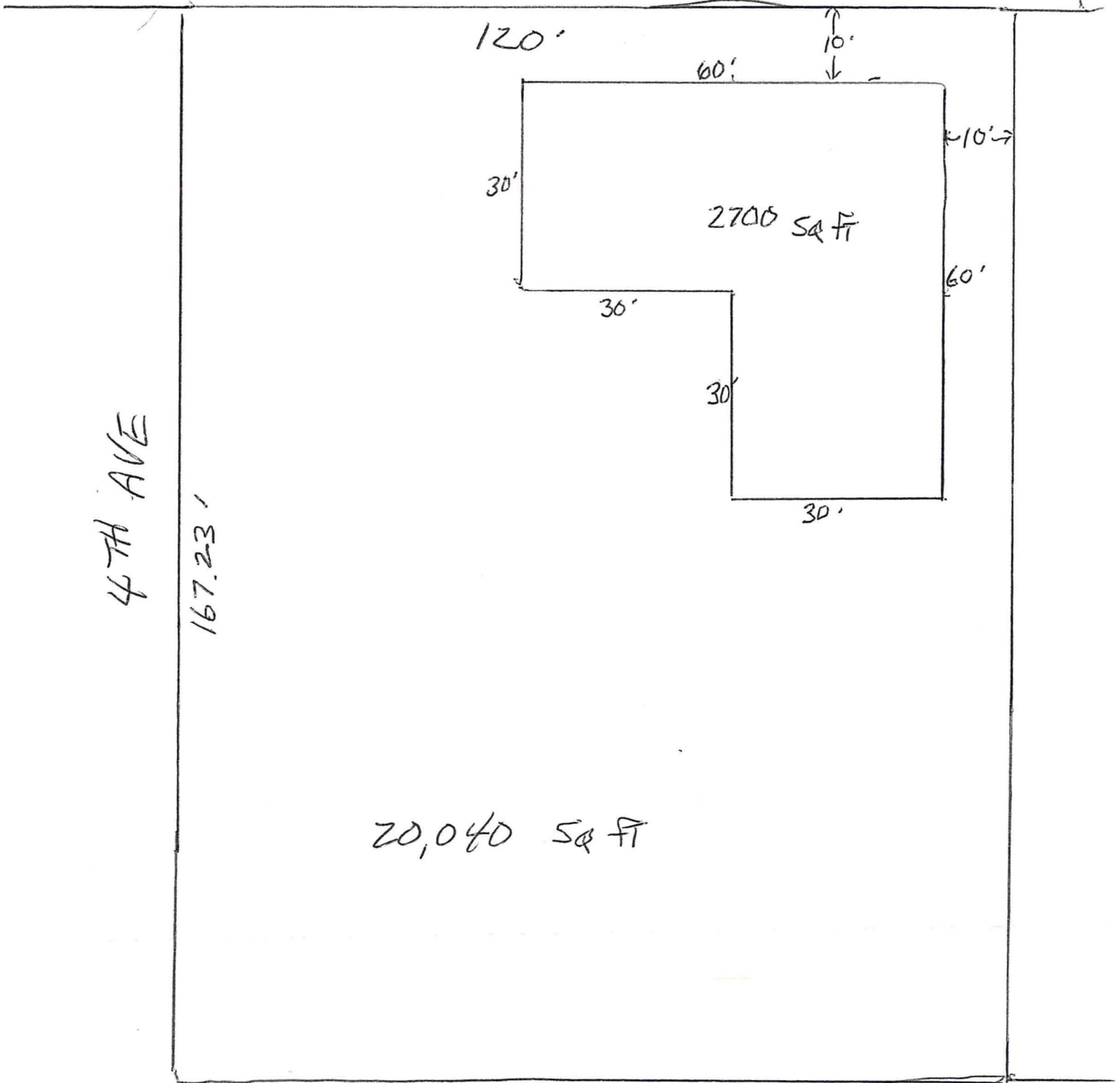
30'

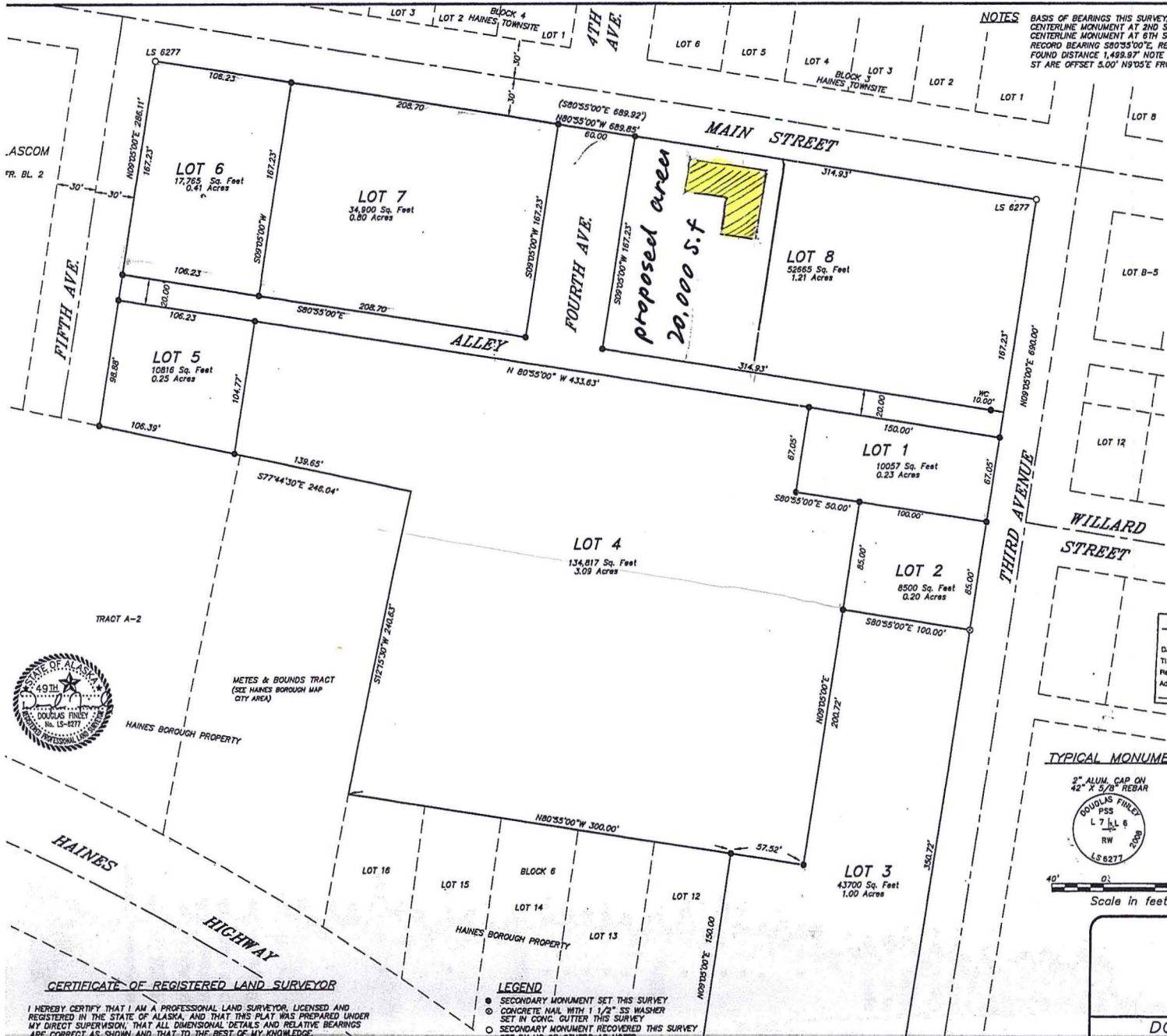
4<sup>TH</sup> AVE

167.23'

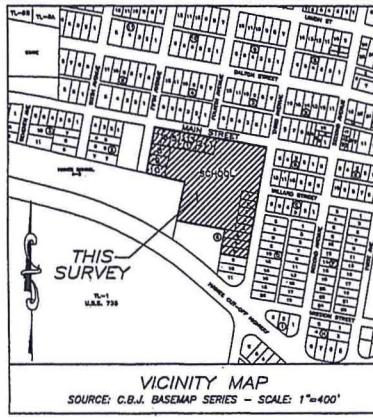
20,040 SQ FT

ALLEY





**NOTES**  
 BASIS OF BEARINGS THIS SURVEY, HAINES BOROUGH MAP CENTERLINE MONUMENT AT 2ND STREET & MAIN STREET TO CENTERLINE MONUMENT AT 6TH STREET & MAIN STREET RECORD BEARING S80°55'00"E, RECORD DISTANCE 1,500' FOUND DISTANCE 1,489.87' NOTE: CENTERLINE MONUMENTS IN MAIN ST ARE OFFSET 5.00' N9°05'E FROM ACTUAL CENTERLINE.  
 TO NE COR LOT 8 FROM CL MONUMENT @ 2ND & MAIN: N83°16'W, 408.59'  
 LOT 2 OF THIS PLAT COMPRISES PROPERTY DESCRIBED IN HAINES BOOK 15 P.383  
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. LOTS MAY BE AFFECTED BY ENCUMBRANCES NOT DEPICTED HEREON.



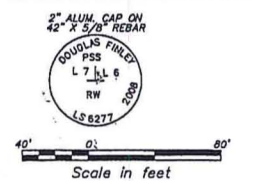
**STATEMENT OF OWNERSHIP:**  
 WE HEREBY CERTIFY THAT THE HAINES BOROUGH IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAT OF SUBDIVISION WITH OUR FREE CONSENT AND THAT WE DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.  
 DATE: Sept. 26, 2008  
 FRED SHIELDS  
 MAYOR  
 HAINES BOROUGH  
 103 THIRD AVE S.  
 HAINES, ALASKA 99827  
 LEE HENNINGER  
 CHAIR, PLANNING COMMISSION  
 HAINES BOROUGH  
 103 THIRD AVE S.  
 HAINES, ALASKA 99827

**NOTARY'S ACKNOWLEDGMENTS:**  
 UNITED STATES OF AMERICA )  
 STATE OF ALASKA ) S.S.  
 THIS IS TO CERTIFY THAT ON THIS 29<sup>th</sup> DAY OF September, 2008 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF ALASKA, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED  
Fred Shields

2008-21  
 Haines RECORDS  
 DATE: Oct 13, 2008  
 TIME: 12:37 P.M.  
 Requested by: Alaina  
 Address: Borough

KNOW TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.  
 WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.  
 Notary Public for Alaska  
Julie Cozzi  
 My Commission Expires 1-29-2011  
 JULIE COZZI  
 NOTARY PUBLIC  
 STATE OF ALASKA

**TYPICAL MONUMENTS SET**



**CERTIFICATE BY THE HAINES BOROUGH**  
 THE REPLAT OF LOTS 1 THRU 10, BLOCK 1, 1 THRU 8, BLOCK 6, AND HAINES INDEPENDENT SCHOOL METES AND BOUNDS TRACT, PRESBYTERIAN MISSION, PLAT NO. 42, AS DESCRIBED HEREON HAS BEEN FOUND TO COMPLY WITH THE PROVISION SET FORTH IN HC. 18.100 AND IS APPROVED FOR RECORDING WITH THE HAINES RECORDERS OFFICE DATED:

Lee Henninger 9/26/08  
 LEE HENNINGER  
 PLANNING COMMISSION CHAIR  
 DATE  
Fred Shields 9/25/08  
 FRED SHIELDS  
 MAYOR  
 HAINES BOROUGH  
 DATE

A PLAT OF  
**PRIMARY SCHOOL SUBDIVISION**  
 A REPLAT OF LOTS 1 THRU 10, BLOCK 1, 1 THRU 8, BLOCK 6, AND HAINES INDEPENDENT SCHOOL METES AND BOUNDS TRACT PRESBYTERIAN MISSION PLAT WITHIN U.S. SURVEY NO. 735 IN THE HAINES BOROUGH, ALASKA HAINES RECORDING DISTRICT - HAINES, ALASKA

DOUGLAS FINLEY LAND SURVEYING

SHEET



**CERTIFICATE OF REGISTERED LAND SURVEYOR**

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED AND REGISTERED IN THE STATE OF ALASKA, AND THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT ALL DIMENSIONAL DETAILS AND RELATIVE BEARINGS ARE CORRECT AS SHOWN AND THAT TO THE BEST OF MY KNOWLEDGE.

**LEGEND**

- SECONDARY MONUMENT SET THIS SURVEY
- CONCRETE MARK WITH 1 1/2" SS WASHER SET IN CONC. CUTTER THIS SURVEY
- SECONDARY MONUMENT RECOVERED THIS SURVEY SET BY US OR OTHERS AS NOTED



## MANAGER'S MEMORANDUM

**DATE:** June 6 2014  
**TO:** Planning Commission  
**FROM:** David B. Sosa, Borough Manager

**Re:** Classification of Borough Land for Sale – Portion of Lot 8, Primary School Subdivision

1. The Borough received an application for purchase of Borough-owned real property from Haines Brewing Company, Inc. Discussion with the business owners revealed that they intend to open a brewery on the above-listed property, which is currently zoned Commercial. The intended use is consistent with the zoning regulations for this area and with the definition of Commercial Use as set forth in HBC 18.20.020. Commercial use within the zone is considered Use by Right.

*“Commercial use” means the nonresidential use involving the manufacturing, storing, wholesaling, or retailing of any material, goods or services and any accessory uses outside the purview of the definition of “cottage industry or “home occupation.” Commercial uses include: offices, hotels or motels, food service and other similar uses. For the purposes of this title, “commercial use” shall not mean a residential, light industrial or industrial use.*

2. This parcel also resides within the designated boundaries of the Downtown Business District envisioned in the Haines Borough 2025 Comprehensive Plan. It is also within the Area of Interest established by the Downtown Revitalization Committee.
3. Establishment of a business at this location conforms with the following elements within the Haines Borough 2025 Comprehensive Plan:
  - a. *Goal 3 - Economic Development: Achieve a strong diversified local economy that provides employment and income for all citizens that desire to work while protecting the health of the environment and quality of life. Build on local assets and competitive advantages to create economic opportunity.*
    - i. *Objective 3E: Continue to implement the 2011 Downtown Revitalization Plan.*
    - ii. *Objective 3F: Strengthen entrepreneurial activity and businesses.*
    - iii. *Objective 3I: Maintain a business – friendly regulatory environment by providing stable local tax rates, reasonable permit fees, and timely permit reviews.*

*b. Goal 5 - Guide infrastructure and land development to provide an adequate supply of land for commercial and industrial development, varied residential living, and diverse recreational activities.*

4. The intended use of this parcel is also consistent with best practices for Rural Downtown Revitalization supported by the USDA and available at <http://www.nal.usda.gov/ric/ricpubs/downtown.html> and with best practices sponsored by the national Main Street Center available at <http://www.preservationnation.org/main-street/>
5. In light of the consistency with the Borough code, Comprehensive Plan, and best practices, the Administration recommends that the Planning Commission classify the designated portion of Lot 8, Primary School Subdivision for sale.
6. Questions with regard to this matter can be addressed to the Borough Manager at [dsosa@haines.ak.us](mailto:dsosa@haines.ak.us) and at 907-766-2231 ext. 29.

Respectfully Submitted

David B. Sosa  
Borough Manager



**NOTES**  
 BASIS OF BEARINGS THIS SURVEY, HAINES BOROUGH MAP CENTERLINE MONUMENT AT 2ND STREET & MAIN STREET TO CENTERLINE MONUMENT AT 6TH STREET & MAIN STREET. RECORD BEARING S80°55'00"E, RECORD DISTANCE 1,500' FOUND DISTANCE 1,499.97' NOTE CENTERLINE MONUMENTS IN MAIN ST ARE OFFSET 5.00' N9°05'E FROM ACTUAL CENTERLINE.  
 TIE TO NE COR LOT 8 FROM CL MONUMENT @ 2ND & MAIN: N85°31'18"W, 406.59'  
 LOT 2 OF THIS PLAT COMPRISES PROPERTY DESCRIBED IN HAINES BOOK 15 P.383  
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. LOTS MAY BE AFFECTED BY ENCUMBRANCES NOT DEPICTED HEREON.

**STATEMENT OF**  
 WE HEREBY CERTIFY THAT THE SHOWN AND DESCRIBED HERE WITH OUR FREE CONSENT, AND OTHER OPEN SPACES

FRED SHIELDS  
 MAYOR  
 HAINES BOROUGH  
 103 THIRD AVE S.  
 HAINES, ALASKA 99827

**NOTARY'S AC**  
 UNITED STATES OF AM  
 STATE OF ALASKA

THIS IS TO CERTIFY TH  
 BEFORE ME THE UNDER  
 ALASKA, DULY COMMISS  
 Fred

2008-21  
 Haines RECORDIST  
 DATE Oct 13 2008  
 TIME 12:37 P M  
 Requested by Haines  
 Address Borough

KNOWN TO ME TO BE T  
 THE ABOVE AND FOREG  
 THEY SIGNED AND SEAL  
 USES AND PURPOSES T  
 WITNESS MY HAND AND  
 FIRST ABOVE WRITTEN.

Notary Public for Alaska  
 My Commission Expires  
 1-29-2011

**CERTIFICATE B**  
 THE REPLAT OF LOTS 1 TH  
 HAINES INDEPENDENT SCH  
 MISSION, PLAT NO. 42, AS  
 COMPLY WITH THE PROVIS  
 FOR RECORDING WITH THE

**TYPICAL MONUMENTS SET**



Scale in feet  
 40' 0 80'

LEE HEINMILLER  
 PLANNING COMMISSION CH  
 FRED SHIELDS  
 MAYOR  
 HAINES BOROUGH

A PLAT  
**PRIMARY SCHOOL**  
 A REPLAT OF LOTS 1 THRU 10, BL  
 HAINES INDEPENDENT SCHOOL  
 PRESBYTERIAN  
 WITHIN U.S. SUR  
 IN THE HAINES BO  
 HAINES RECORDING DISTRI



**CERTIFICATE OF REGISTERED LAND SURVEYOR**

BY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED AND  
 OPERED IN THE STATE OF ALASKA, AND THAT THIS PLAT WAS PREPARED UNDER  
 DIRECT SUPERVISION, THAT ALL DIMENSIONAL DETAILS AND RELATIVE BEARINGS  
 CORRECT AS SHOWN AND THAT TO THE BEST OF MY KNOWLEDGE,  
 EASEMENTS AND RIGHTS OF WAY APPEARING ON THE LAND ARE AS SHOWN

**LEGEND**

- SECONDARY MONUMENT SET THIS SURVEY
- CONCRETE NAIL WITH 1 1/2" SS WASHER SET IN CONC. GUTTER THIS SURVEY
- SECONDARY MONUMENT RECOVERED THIS SURVEY



## HAINES BOROUGH, ALASKA

P.O. BOX 1209

HAINES, AK 99827

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

June 2, 2014

«First\_Name» «Last\_Name»

«ADDRESS»

«CITY», «STATE» «ZIP»

Re: Classification of Borough Lands for Sale  
Primary School Subdivision, Portion of Lot 8

Dear Land Owner,

Haines Borough records show that you own the property adjacent to the above-listed property. Recently the Borough received an application for purchase of Borough-Owned real property from Haines Brewing Company, Inc. They have expressed interest in purchasing the Haines Borough land which was formerly the old Primary School. Please see attached site plan and plat.

Per Haines Borough Code 14.20.040, “A. Borough lands may be classified for sale by the assembly with the advice of the planning commission. B. No land which the borough owns or has an interest in shall be sold until it has first been classified for sale and a use designated...D. **Public meetings shall be held by the planning commission to discuss any such classification and designation before making any recommendation to the assembly. All adjacent property owners of the parcel to be classified shall be notified, in writing, of the public meetings...**”

The Haines Borough Planning Commission will hold a public meeting on this matter at 6:30 p.m. at the Haines Borough Assembly Chambers on Thursday June 12<sup>th</sup>. As one of the adjacent property owners of the above-listed property, you are being notified that you are invited to attend and comment at the meeting. If you have any questions on the matter please contact the Borough.

Sincerely,

Tracy Cui  
Haines Borough Planning and Zoning Technician  
Phone: (907)766-2231 Ext 23  
Fax: (907) 766-2716  
[xcui@haines.ak.us](mailto:xcui@haines.ak.us)

First Name	Last Name	ADDRESS	CITY	STATE	ZIP
SCOTT/CANDI	BRADFORD	PO BOX 606	HAINES	AK	99827
DAVE/CHARLOTTE	OLERUD LIV.TRUST	PO BOX 1069	HAINES	AK	99827
C/O LAYTON	BENNETT	11448 RANIER AVE. S.	SEATTLE	WA	98178
RHONA L.	NELSON	PO BOX 462	HAINES	AK	99827
CLIFFORD	THOMAS	PO BOX 23	HAINES	AK	99827
EDITH	VON STAUFFENBERG	PO BOX 687	HAINES	AK	99827
DOROTHY/JOHN	STECHEER	PO BOX 1153	HAINES	AK	99827
MICHAEL	WARD	PO BOX 1309	HAINES	AK	99827
JEFFREY	HAISLER	PO BOX 710	HAINES	AK	99827
DEBRA	SCHNABEL	PO BOX 129	HAINES	AK	99827
GROSS ALASKA, INC		222 FRONT ST, SUITE 600	JUNEAU	AK	99801

# Haines Borough Planning Commission Meeting April 19, 2012 Minutes

## 8. PUBLIC HEARINGS

### A. Classification of the Former Primary School Lots

Chairman **Goldberg** opened the public hearing at 7:10pm.

**Schnabel** asked the Commission to consider the double "Y" entrance at the north end of the community and how this property on Main Street might affect the traffic patterns. She added that she would like to see main entrance to community come down the highway and then turn into community on Second Avenue for safety, and aesthetic reasons. She also added that MRV and McDowell have noted that the entrance to Main Street from north is problematic.

**Kurz** suggested leaving the property for public use while deciding what its best use is.

**Culbeck** reiterated the Parks and Recreation Advisory Committee's letter in packet, also pointed out that there is contaminated soil on two of the lots which is expensive to remediate.

**Olerud** recommended that one block be retained and the other put back into private sector. He said that some of the property on the tax rolls would be a positive outcome.

**Jackson** said he was also on the Parks and Recreation Advisory Committee and suggested that it was premature to do anything at this point pointing out that there was no demand for Main Street property right now.

**Studley** encouraged including parking because it is such a big problem downtown.

**Morphet** pointed out that the question of what to do with these lots prompted the downtown plan and MRV showed these lots as being commercial use.

**Schnabel** asked about the wood heat feasibility study and would that require a large utility structure for storage of wood product or pellets.

**Culbeck** said that the study is looking at pellets and both centralized and decentralized storage, but nothing enormous as pellets are dense.

**Kurz** said that the CIA building will be heated with pellets and that there will be a pellet mill in town within the next year.

**Culbeck** pointed out that the school building is facing a shortage and suggested that the property should be retained for expansion.

**Olerud** said after looking at the plat, recommended not doing anything because the subdivision doesn't make sense.

**O'Riley** said that the architectural firm working on the Community Center RFO encouraged looking at costs to fix and maintain buildings and also that European towns are built with an open space in middle of town with public buildings surrounding. He encouraged consideration of what was wanted in the next 10-20 years, and in 50 years. He said there is a lot of potential to do something grand.

**Kurz** reiterated O'Riley's comments about municipal buildings being in core of town.

**Goldberg** closed the public hearing at 7:30pm.

**Heinmiller** pointed out that the wood heat feasibility study is a separate study from the pellet plant study which CIA is currently working on. He also said that there could potentially be a tribal agreement between Yukon and CIA.



**Motion: Venables** moved to “recommend for classification, Lots 6 & 7 for sale in the near-term, the development of Fourth Avenue and a portion of Lot 8 along with the alley to a sufficient standard to support parking for RV and short-term downtown parking, retention of lot 8 for at least 10 years during which time its use as a “town-square” as envisioned by the Downtown Revitalization Committee and the retention by the borough of lot 5 for public uses, including winter snow storage and/or biomass heat support infrastructure,” and the motion carried 4-3 with **Goldberg, Hedden** and **Heinmiller** opposed.

Main Street lots being sold and put on the tax roll, the Comprehensive Plan’s call for a downtown corridor, long range planning and orderly disposal of borough property, fact that the borough has received over 2,000 acres of land and sold virtually none, the need for RV and other downtown parking, the Downtown Revitalization Committee and Chamber of Commerce recommendations to develop a “Town Square” on Lot 8, the need for snow storage sites, the current inventory of parks, the potential need for additional school classrooms, support for biomass heating opportunities, selling for under value and requiring development within a specific amount of time for downtown revitalization, and traffic patterns were topics discussed.

## **Borough Manager's Report May 8, 2012**

### Disposition of Former Primary School Property

On Thursday, April 19, 2012 the Planning Commission held a second public hearing regarding the future of the lots that contained the former Primary School. By a vote of 4-3, the Planning Commission moved as follows:

**"Recommend to the Assembly to classify Lots 5 & 6 for sale to the private sector in the near term; develop the 4th Avenue side of Lot 8 for public parking; retain lot 8 in Borough ownership for at least 10 years; use Lot 5 for snow storage or activities related to biomass heat."**

I have great respect for the collective decision of the Planning Commission on all matters brought before them; however, on this matter I find myself on the other side of the majority opinion. The arguments both for and against the motion are articulated in the memorandum to the Assembly by Commission Chair Rob Goldberg, and I will not repeat them here. Rather, for me the decision to classify Lots 5 & 6 for sale to the private sector, develop the 4th Avenue side of Lot 8 for public parking; retain lot 8 in Borough ownership for at least 10 years; use Lot 5 for snow storage or activities related to biomass heat is premature.

We are engaged in a Borough Facility Master Plan, which among other things will be examining the best use for locating possible future Borough facilities. One of the potential sites for developing facilities and parks is this property. One of my favorite sayings I have learned here in Haines is: "Plan your work, and work your plan." It is my opinion that we have not yet planned our work. I would therefore respectfully submit that this recommended action can be postponed indefinitely, or at least until the Master Plan has been completed.

## Haines Borough Borough Assembly Meeting #223 May 8, 2012 Minutes

B. Planning Commission - 3/22 *approved minutes & Recommendation reo Old School Lots*

**Motion:** **LAPP** moved to "direct the manager to begin the process of following the planning commission's recommendations for disposal and use of the former school properties," and it was seconded. It carried 4-3 in a tie vote with **WATERMAN**, **VICK**, and **HOFFMAN** opposed and the mayor breaking the tie in the affirmative.

During the discussion, **SCHNABEL** said she was surprised at the level of detail submitted by the commission. She believes their recommendation should be limited to which, if any, lots should be disposed of and/or retained for public use. **VICK** said he, too, was surprised the commission recommended uses for the property, such as snow storage. He agreed with the manager that the borough should get the comprehensive and master facility plans finalized before making these decisions. **WATERMAN** agreed. She's not averse to selling some property, but it needs to be looked at in more depth. **SMITH** would like to see property values and a map. **EARNEST** said the property is not assessed since it is public property but values are available on the properties across the street. **LAPP** said the borough has held off selling the property and it keeps being held off. He said the assembly just heard it again at this meeting---buy the Elks property and then sell this---and it just doesn't ever happen. **HOFFMAN** would like to see a history of the discussion that says the assembly agreed to sell the old school properties to pay for buying the property the new school is built on. It was explained that it does not exist in any official assembly record. There may have been statements made in committee meetings, etc. **SCHNABEL** said the Chilkat Valley News reported on it, so there was certainly public discussion at some point. There are a number of people in the community who remember this type of promise. She moved to amend the motion to acknowledge the planning commission's recommendations but ask staff to communicate the manager's and assembly's concerns to them with a request to hone it down to a simpler recommendation, but the motion failed with **Smith**, **Hoffman**, **Vick**, and **Schnabel** opposed. **HOFFMAN** asked if this needs to be acted on right now, and **SCOTT** said no.

# Haines Borough Borough Assembly Meeting #224 May 29, 2012 Minutes

## 1. Reconsideration of 5/8/12 Motion

**Motion:** **SCHNABEL** moved to "reconsider the motion of 5/8/12 directing the manager to begin the process of implementing the planning commission's recommendations for disposal and use of the former school properties," and it was seconded. The motion carried unanimously, and it was returned to the table for debate.

Following discussion, the original motion failed unanimously.

During discussion, **SCHNABEL** said the assembly's direction to the planning commission was to classify the property and, in her opinion, the assembly's motion went beyond that intention. The public's comments tell her the issue would benefit from more public and assembly discourse.

**HOFFMAN** agreed. **VICK** expressed appreciation for the opportunity to reconsider this matter. It's important to keep the options open for now and it would be good to move forward with consensus in the future. **SMITH** said he too is glad for the opportunity to reconsider this.

**Motion:** **WATERMAN** moved to "place the planning commission's recommendation for classification of the primary school subdivision on the assembly's agenda for the June 26, 2012 meeting, with provision for a public hearing, along with discussion of acquisition of the Elks property, and it was seconded. The motion carried unanimously.

During discussion, **EARNEST** asked if the Elks property can be included in the discussion, and the assembly determined it should be a separate agenda item.

**SCHNABEL** said the original motion was for the planning commission to provide a recommendation to the assembly by 6/30/12, which they certainly did. However, due to the controversy, she wanted to also provide them with time to reconsider if they so desire. She would also like the school board to represent their thoughts on this matter.

## Haines Borough Borough Assembly Meeting #226 June 26, 2012 Minutes

### A. Classification/Disposition of the Former Primary School Property

Mayor **SCOTT** opened the public hearing at 6:41pm.

**GARLAND** is in favor of borough retaining the property and not designating for sale in the future because future needs are unknown at this time. He said many envision a campus downtown where public functions can be held. He pointed out a danger of selling would subject the property to a speculation buyer purchasing it and holding it undeveloped for a long time or building a large chain store putting local merchants out of business

**KURZ** echoed **GARLAND**'s statements.

**WENNER** said the Planning Commission didn't want to sell immediately.

**PALMIERI** said as a Project Manager for Department of Environmental Conservation she has been working with the borough on petroleum contamination in the soil and is available for questions.

**CULBECK** also spoke in favor of retaining land suggesting that the community could have something there to be proud of in the near future.

**STUART** explained that Lands Department funds were used to purchase the current school property and that there were discussions that this property would be sold to reimburse the Lands budget.

**HIRSCH** added that the property is a great place for a center of town and that many commercial properties are currently unused putting another piece of property out there would be a short sighted decision.

Hearing no further comments, the mayor closed the public hearing at 6:52pm.

**Motion:** **SCHNABEL** moved to "postpone disposition/reclassification indefinitely," and it was seconded. The motion carried 5-1 with **LAPP** opposed.

During the discussion, **SCHNABEL** said as a follow up to the reconsideration motion she felt it was counterproductive to sell and pointed out that postponing indefinitely allowed for the possibility of bringing it back in the future. **VICK** agreed. He said he has heard ideas from the public and past assembly members and would like to see the best use of the property. **HOFFMAN** said the decision should be community driven as the property has been community property, and with input from more stakeholders, the vision for the property can be consolidated. **LAPP** reiterated that purchasing the Schafer property took something off the tax rolls and some property should be put back on the rolls so the tax payers aren't disenfranchised. He suggested property could be sold in Excursion Inlet or Highland Estates.

#### **14.20.040 Classification of lands for sale.**

A. Borough lands may be classified for sale by the assembly with the advice of the planning commission.

B. No land which the borough owns or has an interest in shall be sold until it has first been classified for sale and a use designated.

C. The assembly may require that there be no use of any land, or interest in land, other than permitted by its designation, unless the written approval of the assembly is obtained.

D. Public meetings shall be held by the planning commission to discuss any such classification and designation before making any recommendation to the assembly. All adjacent property owners of the parcel to be classified shall be notified, in writing, of the public meetings.

E. Designation of a use of any land shall not conflict with any existing valid zoning regulations and shall be in keeping with the borough comprehensive plan.

F. The borough does not warrant by its classification, designation or sale of land that the land is suited for the use authorized under said classification, designation or sale and no guaranty is given or implied that it shall be profitable to employ the land to said use.

## Krista Kielsmeier

---

**From:** Julie Cozzi  
**Sent:** Friday, June 20, 2014 9:06 AM  
**To:** Krista Kielsmeier  
**Subject:** FW: June Meeting Recommendations to Assembly

---

**From:** Rob Goldberg [<mailto:artstudioalaska@yahoo.com>]  
**Sent:** Monday, June 16, 2014 8:44 AM  
**To:** Xi Cui  
**Cc:** David Sosa; Debra Schnabel; Stephanie Scott; Julie Cozzi  
**Subject:** June Meeting Recommendations to Assembly

Hi Tracy,

Here are the recommendations to the Assembly from the June meeting:

10 B 1: The Planning Commission recommends that the Borough adopt a construction declaration that will come with an informational sheet that will explain the zoning regulations and setbacks for the applicant's location. We believe that if people are told what the rules are, they will follow them. We would also like to add "utilities" to the list of exemptions to the setback requirements, and to add the General Use zone, the Mud Bay zone and the Lutak zone to the setback chart with their respective setbacks established in code. (Tracy, I will get together with you soon to work on the informational sheets.)

10 D 1: The Planning Commission recommends that a portion of Lot 8 in the Primary School subdivision be classified for sale and that the Borough work with Haines Brewing Co. to encourage them to purchase it. The Commission thinks that bringing a thriving business to Main Street will help with downtown revitalization.

Thanks,

-Rob

Rob Goldberg and Donna Catotti  
Catotti and Goldberg Art Studio  
PO Box 1154 Haines, AK 99827 USA  
907-766-2707  
[artstudioalaska.com](http://artstudioalaska.com)

**From:** The Babbling Book  
**Date:** June 18, 2014, 9:06:08 AM AKDT  
**Subject:** Letter of Support for Land Sale

Dear Manager Sosa, Mayor Scott, and Members of the Haines Borough Assembly,

At your upcoming Borough Assembly meeting on June 24th you will be considering the Planning Commission's recommendation in response to the recent purchase inquiry for Borough lands from the Haines Brewing Company, Inc. At their meeting on June 12th, the Planning Commission members unanimously supported the recommendation that the northern 20,000 square feet of Lot 8 of the Primary School Subdivision be classified for sale and that the Borough should work with the Haines Brewing Company for that sale. We strongly encourage you to vote in favor of the Planning Commission's recommendation. As longtime Main Street business owners who have a vested interest in the vitality of our downtown core, we are excited at the prospect of the successful Wheeler-Kitayama business expanding and relocating to this new site. If we as community members are serious about encouraging economic development and about revitalizing our downtown, we need to support those among us who are interested in doing business in our central core.

The Haines Brewing Company is a thriving local manufacturing business. Their plans to expand their growing business in this new location would benefit the entire community with increased sales and property tax revenue, an increase in local hire, and the obvious economic benefits from the construction of a new building with local labor and materials. Owners Wheeler and Kitayama plan on having this new business operating within a year of securing the land and necessary permits. Their proposal for this specific site is consistent with the Haines Borough Comprehensive Plan, zoning, and downtown revitalization.

We have been operating our Main Street bookstore for 16 years. As downtown business owners, we have a keen interest in seeing the downtown thrive. We ask you to please support the sale of the northern portion of Lot 8 Primary School Subdivision to the Haines Brewing Company.

Sincerely,

Tom and Liz Heywood

The Babbling Book

223 Main Street

6/18/2014