

Haines Borough  
Borough Assembly Meeting #281

AGENDA

November 12, 2014 - 6:30 p.m.

Location: Assembly Chambers, Public Safety Bldg.

Jan Hill,  
Mayor

Dave Berry Jr.,  
Assembly Member

Diana Lapham,  
Assembly Member

Mike Case  
Assembly Member

Joanne Waterman,  
Assembly Member

George Campbell,  
Assembly Member

Ron Jackson,  
Assembly Member

David Sosa, MPA  
Borough Manager

Julie Cozzi, MMC  
Borough Clerk

Krista Kielsmeier  
Deputy Clerk

1. CALL TO ORDER/PLEDGE TO THE FLAG

2. ROLL CALL

3. APPROVAL OF AGENDA & CONSENT AGENDA

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

Consent Agenda:

- 4 – Approve Assembly Meeting Minutes
- 8C – Chilkat Center Report
- 8D – Finance Director Report
- 8E – Fire Department Report
- 8F – Public Library Report
- 8G – Museum Report
- 9A – Library Board Minutes
- 11A1 – Resolution 14-11-595
- 11A2 – Resolution 14-11-596
- 11A3 – Resolution 14-11-597
- 11C2 – Amend Previously-adopted Resolution 14-10-594
- 11C3 – Support for TWC grant application

\*4. APPROVAL OF MINUTES – 10/28/14 Regular

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

6. MAYOR'S COMMENTS/REPORT

A. 2014 Haines Harbor Employee of the Year - Tina Olsen

7. PUBLIC HEARINGS

A. Ordinance 14-10-392 – Second hearing  
**An Ordinance of the Haines Borough Haines Borough Code Title 3 Section 3.60.190 to modify the manager authorization limit for change orders.**

*This ordinance is recommended by the borough clerk. It was introduced on 10/14 and had a first hearing on 10/28. **Motion:** Adopt Ordinance 14-10-392.*

B. Resolution 14-11-600

**A Resolution of the Haines Borough Assembly approving a proposed stipulation resolving disputed revenue requirement issues and request to vacate remaining procedural schedule and hearing date in Docket Number U-14-002.**

*This resolution was prepared by the borough attorney. Although this is not a public hearing in the true sense of the term, a public discussion of the resolution is expected. Therefore, the decision was made to include this item at this point in the agenda. Following public discussion of the resolution, the assembly may go into executive session to discuss the settlement (litigation strategy, counter-offers, etc.). The assembly will be somewhat limited in what can be said in public forum. **Motion:** Adopt Resolution 14-11-600.*

8. STAFF/FACILITY REPORTS

A. Borough Manager – 11/12/14 Report

B. Borough Auditor – Report of 2014 Financial Audit – Max Mertz, Elgee Rehfeld Mertz LLC

\* C. Chilkat Center – Financial Report of October 2014

\* D. Finance Director – Quarterly Financial Report

\* E. Fire Department – Report of October 2014

\* F. Public Library – Report of September 2014

\* G. Sheldon Museum – Report of October 2014

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

- \* A. Library Board – Minutes of 9/24/14
- B. Assembly Standing Committee Reports

## 10. UNFINISHED BUSINESS - None

## 11. NEW BUSINESS

### A. Resolutions

#### \* 1. Resolution 14-11-595

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a contract change order with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$24,269.40.

*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-11-595.*

#### \* 2. Resolution 14-11-596

A Resolution of the Haines Borough Assembly accepting an FY 2015 Alaska Energy Authority (AEA) grant in the amount of \$1,237,400 for the Haines Borough Municipal Building Biomass Project and authorizing the Borough Manager to enter into a grant agreement with the AEA.

*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-11-596.*

#### \* 3. Resolution 14-11-597

A Resolution of the Haines Borough Assembly accepting an FY 2015 Designated Legislative Grant in the amount of \$60,000 for the purpose of High School Roof upgrades and authorizing the Borough Manager to enter into a grant agreement with the Department of Commerce, Community, and Economic Development.

*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-11-597.*

#### 4. Resolution 14-11-598

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to award and execute a contract for the Picture Point Wayside project for an amount not to exceed \$120,000.

*This resolution is recommended by the Director of Public Facilities. **Motion:** Adopt Resolution 14-11-598.*

#### 5. Resolution 14-11-599

A Resolution of the Haines Borough Assembly correcting a manifest clerical error involving real property account C-MIS-02-0100 for tax year 2013 and authorizing a refund in the amount of approximately \$950.00.

*This resolution is recommended by the Manager. **Motion:** Adopt Resolution 14-11-599.*

### B. Ordinances for Introduction

### C. Other New Business

#### 1. Board Appointments

*(Re)appointment applications have been received for seats on the Library Board and the Port & Harbor Advisory Committee. The mayor plans to make the appointments and seeks assembly confirmation. **Motion:** Confirm the mayor's appointment of James Alborough, Heather Lende and Joann Ross Cunningham to the Library Board for terms ending 11/30/17 and Brad Badger, Norman Hughes and Bill Rostad to the Port & Harbor Advisory Committee for terms ending 11/30/16.*

#### \* 2. Amend Previously Adopted Resolution – Sealed Bid Auction for Surplus Items

*On 10/28/14, the assembly adopted Resolution 14-10-594, authorizing the Borough Manager to dispose of four surplus vehicles and a visitor information kiosk by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property). The resolution was adopted with the consent agenda, and proposed staff amendments to include a 12-foot Western truck plow in the auction inadvertently were not taken up at that meeting. Robert's Rules of Order allows a motion to amend something previously adopted. **Motion:** Amend Resolution 14-10-594 adopted at the 10/28/14 meeting by inserting additional language as proposed by borough staff.*

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

**\* 3. Takshanuk Watershed Council Request for Letter of Support**

*The Takshanuk Watershed Council is applying for grant funding and has requested a letter of support from the borough. **Motion:** Authorize the draft letter of borough support for Takshanuk Watershed Council's application to the State Parks Recreational Trails grant program for the development of the interpretive trail (Area 3) as designed in the Picture Point Wayside Project conceptual designs.*

**12. CORRESPONDENCE/REQUESTS**

**A. Southeast Conference Herbicide Resolution**

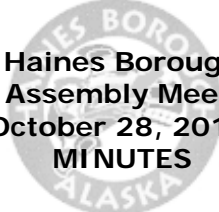
**B. Alaska Power Company (APC) Rate Increase Request – S. Scott**

**13. SET MEETING DATES**

**14. PUBLIC COMMENTS**

**15. ANNOUNCEMENTS/ASSEMBLY COMMENTS**

**16. ADJOURNMENT**

  
**Haines Borough**  
**Borough Assembly Meeting #280**  
**October 28, 2014**  
**MINUTES**

**Draft**

1. **CALL TO ORDER/PLEDGE TO THE FLAG/ROLL CALL**: Mayor **SCOTT** called the meeting to order at 6:30 p.m. in the Assembly Chambers and led the pledge to the flag.

**Present**: Mayor Stephanie **SCOTT** and Mayor-elect Jan **HILL**; Assembly Members Joanne **WATERMAN**, Jerry **LAPP**, Debra **SCHNABEL**, Dave **BERRY**, and Diana **LAPHAM**; and Assembly Members-elect Ron **JACKSON** and Mike **CASE**. Absent: George **CAMPBELL**

**Staff Present**: David **SOSA**/Borough Manager, Julie **COZZI**/Borough Clerk, Bill **MUSSER**/Chief of Police, Carlos **JIMENEZ**/Director of Public Facilities, Patty **BROWN**/Library Director, Leslie **ROSS**/Interim Community & Economic Development Director, Albert **GIDDINGS**/CYD Director, and Jila **STUART**/Finance Director.

**Visitors Present**: Karen **GARCIA**/CVN, Margaret **FRIEDENAUER**/KHNS, Terry **PARDEE**, Jack **WENNER**, Jim **MORAN**, Diane **LACOURSE**, Jeremy **STEPHENS**, James **STUDLEY**, Vince **HANSEN**, Bill **KURZ**, Dana **HALLETT**, Mike **DENKER**, Joseph **ORLANDO**, and others.

2. **APPROVAL OF AGENDA & CONSENT AGENDA**

The following Items were on the published consent agenda:

Consent Agenda:

- 3 – Approve Assembly Meeting Minutes
- 8B – Museum Report
- 9A – Planning Commission Minutes
- 9B – Museum Board Minutes
- 9C – Parks and Recreation Committee Minutes
- 11A1 – Resolution 14-10-594

**Motion**: **WATERMAN** moved to “approve the agenda/consent agenda,” and the motion carried 4-1 with **SCHNABEL** opposed.

- \*3. **APPROVAL OF MINUTES** – 10/14/14 Regular Meeting; 10/14/14 Election Canvass

4. **PUBLIC COMMENTS**

**WENNER**, **STUDLEY**, **PARDEE**, **HANSEN**, **STEPHENS**, **ROSTAD**, **MCLAUGHLIN**, and **MORAN** spoke in favor of a community purpose exemption for the Veteran’s Center second floor and asked for reconsideration (agenda item 12A)

**STEPHENS** made comments regarding the draft Juneau Access Road letter (agenda item 11C1)

**DENKER** thanked the outgoing assembly members and congratulated those who are newly-elected. He urged the assembly to refer his request (agenda item 12B) to committee.

5. **MAYOR’S COMMENTS/REPORT**

Mayor **SCOTT** honored outgoing assembly members **SCHNABEL** and **LAPP** for their longtime service to the community.

6. **2014 BOROUGH ELECTION**

**A. Certification of October 7<sup>th</sup> Borough Election**

**Motion**: **BERRY** moved to “declare the October 7, 2014 Borough Election valid and certify the election results,” and the motion carried unanimously in a roll call vote.

**B. Administration of Oath to Newly-Elected Mayor & Assembly Members**

Clerk **COZZI** administered the oath of office to Mayor-elect **HILL** and Assembly Members-elect **CASE** and **JACKSON**.

**HILL** thanked **SCOTT** for her leadership and said she appreciates her offer to bring her up to speed. Unless a person has served the community, they don’t “get it.” She is excited to be serving with this distinguished group of people of whom four are veterans (including the manager), one has close family members in the service, and two are widows of veterans.

7. **PUBLIC HEARINGS**

**A. Ordinance 14-10-392** – First hearing

**An Ordinance of the Haines Borough amending Haines Borough Code Title 3 Section 3.60.190 to modify the manager authorization limit for change orders.**

Mayor HILL opened and closed the public hearing at 7:03 p.m.; there were no public comments.

**Motion:** WATERMAN moved to "advance Ordinance 14-10-392 to a second public hearing on 11/12/14," and the motion carried unanimously.

**8. STAFF/FACILITY REPORTS**

**A. Borough Manager – 10/28/14 Report**

SOSA summarized his written report. There was no objection to the ambulance Memorandum of Agreement being renewed with SEARHC.

**\*B. Sheldon Museum Director – Report of September 2014**

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

**\*A. Planning Commission – Minutes of 9/11/14**

**\*B. Museum Board of Trustees – Minutes of 8/18/14**

**\*C. Parks and Recreation Advisory Committee – Minutes of 8/21/14 and 9/18/14**

**D. Assembly Standing Committee Reports**

WATERMAN reported the Personnel Committee recently met to discuss the Chief Fiscal Officer and Borough Clerk employment contracts. She was unable to attend and LAPHAM chaired it in her absence. Another meeting is planned.

**10. UNFINISHED BUSINESS - None**

**11. NEW BUSINESS**

**A. Resolutions**

**\*1. Resolution 14-10-594**

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to dispose of four surplus vehicles and a visitor information kiosk by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).**

*The motion adopted by approval of the consent agenda: "adopt Resolution 14-10-594."*

**B. Ordinances for Introduction - None**

**C. Other New Business**

**1. Borough Comment – Juneau Access Road**

*Note: On 9/18/14, the Alaska Department of Transportation and Public Facilities announced the release of the Juneau Access Improvements Project Draft Supplemental Environmental Impact Statement (SEIS) for review and comment. The public comment period was scheduled to end November 10, 2014. Outgoing Mayor Scott drafted a Haines Borough comment for assembly approval.*

**Motion:** CASE moved to "authorize borough staff to send the SEIS comment, as drafted, to the Alaska Department of Transportation," and the motion carried unanimously.

**2. Executive Session – APC Rate Case Update**

**Motion:** BERRY moved to "go into executive session as allowed by AS 44.62.310(c)(2) and Haines Borough Charter Section 18.03 to get an update from the borough attorney on the APC Rate Case; this matter qualifies for executive session as attorney-client privilege; the borough manager and borough attorney Patrick Munson are requested to attend. The motion was subsequently amended to invite Stephanie Scott and Debra Schnabel to attend and to hold the executive session following agenda item 12(B).

Present: Mayor Hill; Assembly Members Jackson, Waterman, Lapham, Case, Berry, and Lapham; borough attorney Patrick Munson; Borough Manager Dave Sosa; and Stephanie Scott and Debra Schnabel. The executive session convened at 7:40pm and ended at 8:38pm.

**Motion:** WATERMAN moved "that the borough wait to see what other communities are doing before taking any action," and the motion carried unanimously.

**12. CORRESPONDENCE/REQUESTS**

**A. Reconsideration of 10/14/14 Motion to Postpone Introduction of Ordinance 14-10-391 (Veteran's Center Tax Exemption) - Request by V.Hansen, HAL Community Manager**

No motion to reconsider was made; no action was taken.

**B. "Equal Protection and Property Qualifications for Appointment to the Haines Borough Port and Harbor Advisory Committee" - Request by M.Denker**

**Motion:** WATERMAN moved to "refer Mr. Denker's request to the Government Affairs & Services Committee for review," and the motion carried unanimously.

**13. SET MEETING DATES**

**A. Government Affairs & Services Committee** – Friday, 11/7, 5:30pm, Topic: Mike Denker request regarding appointments to the Port and Harbor Advisory Committee.

**B. Personnel Committee** (executive session) – Monday, 11/10, 5:00pm, Topic: CFO and Clerk contracts.

**14. PUBLIC COMMENTS - None**

**15. ANNOUNCEMENTS/ASSEMBLY COMMENTS**

**CASE** thanked **LAPHAM** and **WATERMAN** for the courage of their convictions concerning the pressure to make a motion to reconsider Veteran's Center tax exemption ordinance.

**WATERMAN** thanked the new assembly members for being willing to serve and said she enjoyed working with the outgoing members.

**16. ADJOURNMENT – 8:42 p.m.**

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

ATTEST:

\_\_\_\_\_  
Janice Hill, Mayor

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



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 14-513  
Assembly Meeting Date: 11/12/14

Business Item Description:	Attachments:
Subject: Modify the Manager Authorization Limit for Change Orders	1. Ordinance 14-10-392
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 10/9/14	

**Full Title/Motion:**  
Motion: Adopt Ordinance 14-10-392.

**Administrative Recommendation:**  
This ordinance is recommended by the borough clerk.

**Fiscal Impact:**

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

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

**Summary Statement:**  
The assembly on 4/22/14 adopted Ordinance 14-03-372, which updated the borough manager's purchasing authorization limits. As stated in that ordinance, "Supplies, materials, equipment, or contractual services not to exceed \$25,000 shall be made on the open market ... by the borough manager or by other borough personnel in accordance with written purchase authorization issued by the borough manager."  
According to Haines Borough Code Title 3 Section 3.60.190, "All change orders in excess of \$10,000 or 30 days shall require approval of the assembly." Ordinance 14-10-392, as proposed, would modify the manager authorization limit for change orders to align with the purchasing authorization limit of \$25,000 as set in Ordinance 14-03-372. These amounts have always matched and this part of the code was missed when the other ordinance was adopted.

**Referral:**  
Referred to: \_\_\_\_\_ Referral Date: \_\_\_\_\_  
Recommendation: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

**Assembly Action:**  
Meeting Date(s): 10/14, 10/28, 11/12  
Public Hearing Date(s): 10/28, 11/12/13  
Postponed to Date: \_\_\_\_\_

**An Ordinance of the Haines Borough amending Haines Borough Code Title 3  
Section 3.60.190 to modify the manager authorization limit for change orders.**

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

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

Section 4. Amendment of Section 3.60.190 Section 3.60.190 of the Haines Borough Code is hereby amended as follows:

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

**3.60.190 Change orders.**

Changes to a contract may be accomplished after execution of the contract by change order. A change order shall be based upon agreement by the borough and the contractor and, if applicable, the engineer and shall be signed by all parties. It shall be the responsibility of the purchasing agent or the project manager, as applicable, to draft the change order. All change orders in excess of ~~\$10,000~~ **\$25,000** or 30 days shall require approval of the assembly.

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

ATTEST:

\_\_\_\_\_  
Janice Hill, Mayor

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

Date Introduced: 10/14/14  
Date of First Public Hearing: 10/28/14  
Date of Second Public Hearing: 11/12/14





**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-522  
Assembly Meeting Date: 11/12/14

Business Item Description:	Attachments:
Subject: APC Rate Case Proposed Settlement Agreement	1. Resolution 14-11-600
Originator: Borough Attorney	
Originating Department:	
Date Submitted: 11/6/14	

**Full Title/Motion:**  
Motion: Adopt Resolution 14-11-600.

**Administrative Recommendation:**

**Fiscal Impact:**

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

**Comprehensive Plan Consistency Review:**

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

This resolution was prepared by the borough attorney. Although this is not a public hearing in the true sense of the term, a public discussion of the resolution is expected. Therefore, the decision was made to include this item during the public hearing portion of the agenda. Following public discussion of the resolution, the assembly may go into executive session to discuss the settlement (litigation strategy, counter-offers, etc.). The assembly will be somewhat limited in what can be said in public forum.

Confidential documents concerning the settlement agreement will be provided to the mayor and assembly.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 11/12/14	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly approving a proposed stipulation resolving disputed revenue requirement issues and request to vacate remaining procedural schedule and hearing date in Docket Number U-14-002.**

**WHEREAS**, the Haines Borough is currently a party to the rate making case filed on November 27, 2013 by Alaska Power Company (U-14-002); and

**WHEREAS**, Haines, the other intervenor communities, the Alaska State attorney general's office, and APC have participated in negotiations aimed at resolving the disputed issues in the case; and

**WHEREAS**, an agreement has been reached that APC and the Attorney General are prepared to recommend to the RCA as a final resolution of the case; and

**WHEREAS**, the Borough Assembly must decide whether to join the proposed Stipulation Resolving Disputed Revenue Requirement Issues and Request to Vacate Remaining Procedural Schedule and Hearing Date ("Stipulation"); and

**WHEREAS**, the Borough Assembly has considered the proposed Stipulation and finds that joining it is in the best interest of the Borough because it eliminates the costs and uncertainties of proceeding to a hearing,

**NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:**

1. The Assembly approves the proposed Stipulation Resolving Disputed Revenue Requirement Issues and Request to Vacate Remaining Procedural Schedule and Hearing Date; and

2. The Borough Attorney is authorized to sign all documents and take all action to finalize the Stipulation substantially in the form attached to this Resolution.

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

\_\_\_\_\_  
Janice Hill, Mayor

Attest:

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



# MANAGER'S REPORT

DATE: November 13, 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*

### **Manager's Comments:**

FY 2016 Budget Preparation: The Manager and key staff finalized a DRAFT Budget Preparation Calendar. Once that has been reviewed by the full staff it will be provided to the Assembly for comment.

APC Rate Case: The Borough Attorney has provided updated information on a proposed settlement and requested an executive session for the 13 November Assembly meeting.

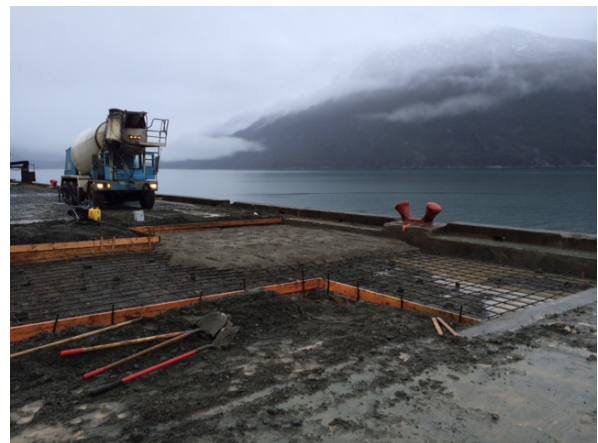
Community & Economic Development Position: The Borough continues to advertise the Community & Economic Development position and the notice appears on bulletin boards, in the local paper, and on our website. As with the last posting, this one has been sent to the Alaska Municipal League for distribution and the Manager posted a link on the jobs site for the International City/County Management Association ([http://icma.org/en/icma/career\\_network/JobAd/107602?returnUrl=/en/icma/career\\_network/job\\_seekers/browse\\_jobs](http://icma.org/en/icma/career_network/JobAd/107602?returnUrl=/en/icma/career_network/job_seekers/browse_jobs)). We have also posted the position on the web versions of the Juneau, Anchorage, and Seattle newspapers. Initial review of applications is on 7 November but the Borough will continue to accept and review application to ensure a sufficient pool of qualified applicants.

Skier Day Allocation: Between 7 and 9 October the Manager met with Haines' Heli-ski tour operators and received their briefs and rationale for Skier Day Requests. Per code the Manager had 10 days from 9 October to issue the 2015 Skier Day Allocation report. Notice of appeal had to be filed with the Borough Clerk no later than close of business on 29 October 2015. No appeals were filed and the report is included as an attachment to this report.

Lutak Dock: On 4 & 5 December the Borough Administration will sponsor an information and planning session facilitated by the services of a team from the University of Alaska,

Anchorage. The Interim Economic Development Director and the Harbormaster are coordinating the event and will send invitations to stakeholders within the next week. The purpose of the session is to continue to update the community on the status of Lutak Dock, provide some information on possible options for the facility, receive input and advice from the community, and plot a course for continued conversation aimed at producing a solution and having a redeveloped facility that meets current and anticipated needs within 3 years. Proposed participants for the 4 & 5 December planning are:

INTERNAL STAKEHOLDERS	EXTERNAL STAKEHOLDERS (1 REP EACH)
<ul style="list-style-type: none"> <li>• ASSEMBLY</li> <li>• KEY STAFF (MANAGER, COMECDEV, PORTS &amp; HARBOR, FACILITIES, FINANCE, PLANNING)</li> <li>• 1 REPRESENTATIVE FROM EACH BOARD, COMMISSION, OR COMMITTEE</li> <li>• OTHERS AS REQUIRED/DEEMED APPROPRIATE</li> </ul>	<ul style="list-style-type: none"> <li>• AML</li> <li>• DELTA WESTERN</li> <li>• CIA</li> <li>• CHAMBER OF COMMERCE</li> <li>• HAINES PORT DEVELOPMENT COUNCIL</li> <li>• LYNN CANAL CONSERVATION</li> <li>• TAKSHANUK WATERSHED COUNCIL</li> <li>• LEGISLATIVE STAFF REPRESENTITIVES</li> <li>• STATE AGENCY REPRESENTITIVES</li> <li>• YUKON/WHITEHORSE REPRESENTITIVES</li> <li>• OTHERS TBD</li> </ul>



SEARHC, Haines Volunteer Fire Department, and Haines Borough MOA for Emergency Medical Response and Ambulatory Services: This MOA was signed by the Manager and presented to the SEARHC Administration. This continues a history of coordination and mutual assistance that provides benefits to both organizations and the community as a whole.

Maintenance Agreements: The Borough is still in the process of negotiating a Maintenance Agreement with the Haines Senior Citizens Center Inc. A final version of the Major Maintenance Agreement with the School District has been produced and will be provided to the Mayor and the School Board President at the next Major Maintenance Meeting on 22 November.

Freeride World Tour Permit: A revised FWT permit arrived with a request for out of bounds competition on Telemark Ridge. The Manager and the Interim Economic Development Director met with locally concerned citizens on Tuesday 4 November to review their concerns. Based on the information in the request, the input from the 4 November meeting, and any subsequent input received, the Manager will provide a recommendation to the Assembly no later than 13 November.

Community Purpose Exemption Policy Workshop: The Manager contacted all organizations currently listed in code as recipients of a Community Purpose Exemption with the intent of setting up a workshop to review the subject and receive input and advice for the development of a revised code, a policy, and an application process. The event is tentatively scheduled for 12 November at 10 AM in the Borough Conference room.

Haines Emergency Local Planning (HELP) Committee: Haines Borough Code 15.22 addresses Disaster Planning & Emergency Response and notes that “Executive and administrative duties of the disaster and emergency response plan are identified in the emergency operations guide.” The Emergency Operations Guide (EOG) available here: [http://www.hainesalaska.gov/sites/default/files/fileattachments/police/eog\\_doc.pdf](http://www.hainesalaska.gov/sites/default/files/fileattachments/police/eog_doc.pdf) identifies the HELP Committee, led by the Manager, as the organization responsible for conducting Emergency Planning. The Manager has directed that a HELP Committee meeting be set for the 1<sup>st</sup> week of December. A specific date, location, and agenda will be published shortly.

### **Facilities & Public Works:**

#### LED Lighting

As approved in the 2015 CIP, the installation of 25 LED lights has just been completed. This is the third consecutive year that LED lights have been installed in the town site.

#### Lutak Dock Emergency Slab

The Borough has poured a slab that measures approximately 38’x40’ to assist in spreading the weight load generated during the loading and unloading of the weekly barge that delivers food and dry goods to Haines. This was done at the recommendation of PND engineers.

#### Picture Point

Phase 1 design of the project is complete and the project has been advertised for sealed bids to perform the work. Weather permitting, this work will begin before the end of the year. Phase 1 will include grade work and new rest rooms.

#### Borough Administration Building Roof

The framing of the new pitched roof is complete. New shingles are being installed on the entire roof. Work is near completion.

#### Pool Lighting

The contract for new lighting at the Pool has been awarded to Dynamic Electric. Tentatively, the contractor is scheduled to begin the first week of December.

#### Chilkat Center Doors/ Pool Doors/ High School Gym Doors

These projects are complete.

#### Visitor Center

The Borough’s maintenance staff is replacing the gable end truss at the Visitor’s Center with a new laminated beam. The existing logs are no longer structurally sound and pose a risk to the structure.

#### Chilkat Center Heating

The maintenance department has completed the upgrades scheduled for this year which included some new fin tube heating and zone control additions.

### Facility Management Program

The Borough is implementing a facility management program through "Facility Dude". This system will allow staff and building tenants to submit work orders for facilities and allow maintenance staff to more effectively prioritize scheduling of maintenance, allow tracking of expenses for various types of work, and schedule preventative, routine, and non-routine maintenance. This program will enable more detailed tracking of maintenance for facilities, roads, and the vehicle fleet which will provide deeper insight into use and costs, aiding both Operational and Capital Project decision making. It is cloud based and will cost \$1,510 prorated for the first year (which includes set-up and training) and will cost \$1,782 per year after that. The annual cost supports unlimited users and includes technical support and upgrades and can be cancelled with 30 days notice. Additional modules for tracking Utility Tracking, Capital Forecasting, an Emergency/Crisis Management are also available. More information is available at <http://facilitydude.com>

### Public Works

PW staff are actively grading roads and performing pot hole repair in preparation for ground freezing conditions. Equipment is being set up for snow removal.

### Snow Plow Contracts

Renewed Contracts:

- Tenani Bay- Turner Construction
- Letnikof Estates- Turner Construction
- Haines School- Southeast Roadbuilders
- Chilkat Center for the Arts- Southeast Roadbuilders
- Historic Dalton Trail (26 Mile)- Northern Lights Development (Juneau)

New Contracts:

- Cathedral/Piedad areas- Northern Lights Development (Juneau)
- Riverview Drive- Northern Lights Development

### **Finance:**

School Bond Debt: The 2005 School Bond Debt was refinanced through the bond bank on October 30. The new financing structure will save the Borough \$257,611 over the next 10 years.

Property Tax: The second half of 2014 property tax is due December 1. Approximately 1,200 second half bills will go out this week. Delinquent tax bills for unpaid 2011-2013 taxes were sent in October.

Water Sewer Rates: A staff working group continues to review water & sewer rates and is developing a proposed rate increase for Assembly review.

**Library:** Haines Borough Public Library has been recognized as one of America's Star Libraries in Library Journal's annual Index of Public Library Service for the 6<sup>th</sup> year in a row. The Library Journal Index is a measurement tool that compares U.S. public libraries with their spending peers based on four types of output measures – circulation, visits, program attendance, public Internet use – and their per capita use. Because the statistics upon which this index is based are all about usage, the honor belongs as much

to the community as the library staff and Boards. It is clear that Haines residents use and value their local public library.

Holly Davis and the children's library was one of 12 libraries in the state awarded a maker space grant which includes 10,000 LEGOS. Holly's grant proposal idea included developing an afterschool series called "Future Engineers of America." Students will design and build structures with LEGOS that will displayed in the children's room.

### **Planning:**

Replat Primary School Subdivision – Alaska Land Surveying Co., LLC signed a contract with the Borough to conduct the survey. All work will be achieved not later than February 28, 2015.

E911 Physical Addressing – Police Department offered to provide assistance with conducting site visits and documenting existing physical addresses within the Townsite Service Area. As of 11/4/2014, 863 out of 1087 have been confirmed

### **Ports & Harbor**

Concrete Slab at Lutak Dock: A concrete slab was installed at Lutak Dock as a mitigation measure to address weaknesses noted in the PND structural analysis. The measure was approved by the Manager as a emergency measure in consultation with the Mayor and the cost estimate was approximately \$30,000. A detailed accounting f costs will be provided once compiled. This action will help assure continued safe use of the facility until such time as a more permanent solution can be adopted.

Boat Storage at the Small Boat Harbor: As a follow-up to the Managers' last report on boat storage it should be noted that there are currently 9 vessels stored with an additional 7 vessels awaiting storage. Of the 16 vessels, 15 were either on the water last year or stored in Skagway. Only one was stored at another pay facility in Haines last year. This service provides an opportunity for many local vessel owners to store in town and work on their vessels throughout the winter.

### **Public Safety:**

Dispatcher: Dispatcher Loewen resigned her position as of 10/30/2014. Six interviews for the open position of Dispatcher were completed on 10/31/2014 and three applicants have been moved forward for background checks. It is expected that both of the current open positions could be filled by two of the applicants being reviewed. A starting date of November 24<sup>th</sup> is being targeted.

New Officer: New Officer Jeremy Groves will be starting with the Haines Borough Police Department on November 10, 2014. We are looking forward to him joining the team and bringing us back up to full staffing for police. Officer Groves found lodging for him and his family and will be renting former HBPD Sgt. Ford's house.

Training: The department will be conducting a firearms qualification and use of force training session on November 12.

**Economic Development:** The Tourism Director is just taking over as Interim Economic Development Director and is in the process of wrapping up Tourism projects to give to the interim Director Tammy Piper.

One of the first projects on the table is to put together a community forum to discuss the Lutak Dock project, contacting shareholders and State representatives to bring everyone together in December. The Interim Director is also working on following up on the progress of Picture Point grant and taking the steps needed to progress with this project.

- **Tourism:**

- Alaska Travel Industry Association Meeting: The Tourism Director visited with professionals in the cruise ship industry including Princess, Royal Caribbean/Carnival, Holland America and Un-Cruise Alaska. These were needed connections for future planning and proposals to bring ships into Haines. There was a breakaway session for CVBs and DMO's to discuss and share common concerns, and issues as well as working on ways to collaborate. Speakers at this event included Governor Sean Parnell, Holland America CEO Stein Kruse, Alaska Airlines CEO Brad Tildon, gubernatorial candidate Bill Walker and Commissioner Susan Bell.
- The Alaska Media Roadshow is one of the most valuable Tourism conferences for Alaska. The State of Alaska brings together organizations from the Alaska tourism industry and about 40 media outlets or writers for two days of meetings and workshops. During this time each organization gets set meetings with media to promote their town or business encouraging media coverage of events, businesses and Alaska in general.
- Other events in the tourism department include following through with the permitting and logistics of bringing the Freeride World Tour to Haines, working with the McDowell Group to finish the Winter Tourism Study, working with major advertising campaigns including King5 TV in Seattle, and Yukon's News and publications. They are also working on revisions for the 2015 Visitor Planner that will go to print this month .





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

Manager's Report – Heliskiing Allocations Update

**October 14, 2014**

Haines Borough Code 5.18.080 establishes a maximum of 2,600 skier days to be allocated by the Manager among three heliski companies. Alaska Heliskiing (AH), Southeast Alaska Backcountry Adventures (SEABA), and Alaska Mountain Guides (AMG) have requested a combined 3,200 skier days for the 2015 heliski season. When this occurs, it falls to the Borough Manager to decide how to allocate skier days between permitted companies. HBC 5.18.080(C)(2) lists the following factors to be considered when making allocation decisions:

- a. The quality of the operating and safety plans submitted by the permittee.
- b. The economic impact of the allocation on the permittee.
- c. The safety and well-being of the general public.
- d. Historic use of skier days by the permittee.
- e. The interests of the borough in the promotion of tourism.
- f. Past safety record of the permittee.
- g. The applicant's past record of compliance with borough ordinances related to commercial ski tours.
- h. The existence and terms of any voluntary agreement between the borough and the applicant pertaining to operational practices of the applicant.

I have decided to issue skier days for the 2015 season as follows:

	2013			2014			2015	
	Requested Allocation	Initial Allocation	Final Allocation	Requested Allocation	Initial Allocation	Final Allocation	Requested Allocation	Allocation
AH	1400	1050	1250	1400	1400	1400	1750	1450
SEABA	1000	1000	1000	1100	950	950	1000	1000
AMG	450	450	250	450	250	250	450	150
Total	2850	2500	2500	2950	2700	2700	3200	2600

These numbers represent the allocation for the 2015 season.

The reason for the reduction in Alaska Heliskiing's allocation is two-fold. AH requested 1750 days based on an erroneous assumption that there would be a requirement to apply skier days to a potential ski competition. Per code, skier days are only applied to ski tours and ski productions (HBC 5.18.010 and 5.18.080 (C)). AH subsequently reduced their request to 1500 days. The remaining reduction of 50 days is based on the findings of the Clerk's research and analysis of the company's 2013 safety/ compliance record, which notes in part the following:

Alaska Heliskiing was found in violation of **Haines Borough Code 5.04.080 Conditions applicable to all permits;** A permittee is responsible for complying with all municipal, state, and federal ordinances, statutes, and regulations applicable to the permittee's activities.

The reason for the reduction in AMG's allocation is based on historical use.

Alaska Mountain Guides used no skier days in 2014, 2013 and only 5 skier days 2012.

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



David B. Sosa

Borough Manager

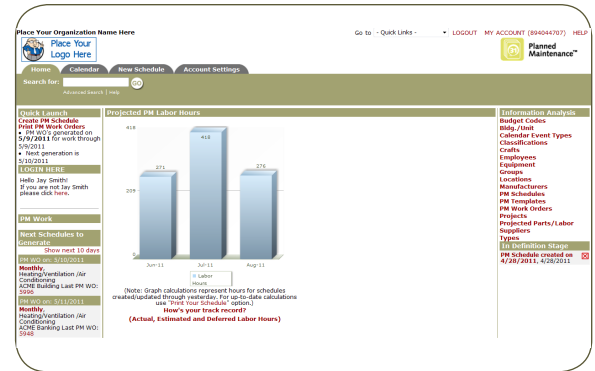
# Planned Maintenance™

## PREVENTIVE MAINTENANCE SCHEDULING SYSTEM

MaintenanceEdge is a real-time facility management suite including this planned maintenance module. Planned Maintenance™ is a powerful, on-demand preventive maintenance scheduling tool that helps you create, assign and manage recurring maintenance tasks efficiently.

### FEATURES

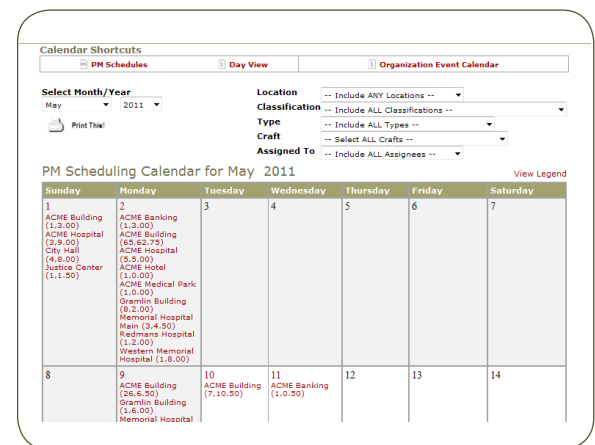
- Tracks all scheduled maintenance
- Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis
- Stores templates for quick creation of frequently used schedules
- Provides access to generic schedule templates
- Creates individual schedules or master schedules for groups of similar equipment
- Allows users to define frequency of PM work order generation
- Sends automatic email notification when PM work orders are generated
- Enables PM work orders to be automatically assigned to a technician, project, budget code, and/or craft
- Includes option to allow the generation of new PM work orders when the previous PM work order is not yet complete
- Displays scheduled PM work on an interactive calendar for resource scheduling
- Categorizes equipment using pre-loaded, industry-standard classification schemes (CSI or Uniformat) or create your own
- Tracks equipment information, including manufacturer, model and serial numbers, in and out of service dates, and warranty
- Enables creation of “calendar events” during which PM schedules are not generated
- Displays estimated cost of materials and labor needed for upcoming PM work
- Tracks contact information for manufacturers
- Automatically generates planned maintenance work orders through integration with Work Order



The Planned Maintenance home page allows you to quickly view projected PM labor hours, PM work order status, upcoming PM schedules and more.

### BENEFITS

- Includes a step-by-step wizard for quickly creating PM schedules
- Enables access to your PM schedules anytime, anywhere from any computer via the web
- Easily tracks total PM costs by building component system
- Extends the life of your equipment and building assets
- Preserves capital budgets
- Reduces the cost of maintaining facilities and equipment
- Improves building comfort
- Reduced liability with documentation of scheduled and completed maintenance
- Backed by the industry's only Legendary Service Program
- Easy to learn – unlimited training and support
- Simple – no software to install, maintain or upgrade
- Easy to use – only requires a web browser
- Innovative – receive software updates instantly
- Affordable – low annual fee for PM scheduling service with no licensing limitations
- Reliable – maintained in a 24x7 secure data center, ensuring maximum system uptime



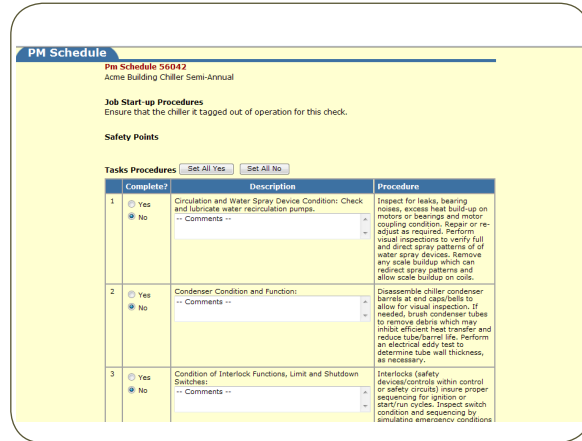
Planned Maintenance allows you to easily view upcoming PM schedules by day and month through an interactive calendar for resource scheduling.



## OPTIONAL PM SETUP SERVICES

PM Start-Up Services are designed to help quickly establish effective planned maintenance programs, despite the challenge of limited resources. This program provides you with customized PM templates written specifically for your building systems. The templates are setup in the MaintenanceEdge PM application for you as part of the PM Start-Up Service\*. Your PM work orders will be automatically generated in the MaintenanceEdge Work Order application.

- Greatly simplifies the planned maintenance data collection process
- Automatically integrates PM work into your normal work order process
- Helps you overcome PM barriers, such as limited manpower/resources, training, and program implementation
- Resolves backlog of PM work, providing more time and resources to allocate elsewhere
- Provides increased comfort for building occupants
- Improves the workplace environment
- Designed specifically for implementing PM programs



PM work orders are automatically generated for your customized PM schedules, including the details for each schedule.

Place Your Organization Name Here

### Estimate vs. Actual Analysis Report

Selected Date Range for Request Date: 7/1/2010 - 6/30/2011

Employee	# WO's	Hours			Costs		
		Estimated	Actual	+/- Est. %	Estimated	Actual (Inc. Tax)	+/- Est. %
ACME Contractors	5	.25	1.50	500%	\$0.00	\$200.60	
Building Contractor	4	4.00	.00		\$160.34	\$0.00	
Joe Heaps	397	861.75	457.75	-46.88%	\$22,918.67	\$18,041.24	-21.28%
Controls Johnson	5	.50	.00		\$0.00	\$25.00	
John Wilson	1	.00	.00		\$0.00	\$0.00	
John Bank	1	.00	.00		\$0.00	\$0.00	
Mark Mueller	179	71.75	175.25	144.25%	\$803.80	\$10,963.02	1,263.90%
Jason Graves	549	437.00	590.23	35.06%	\$21,156.22	\$47,078.06	122.53%
Jeff Johnson	28	10.00	3.00	-70%	\$210.34	\$98.50	-53.17%
Bennett Jones	3	2.50	.00		\$160.34	\$3.68	-97.70%
Sammy Stone	3	3.50	2.00	-42.86%	\$212.12	\$30.00	-85.86%
Paul Bart	1	.00	.00		\$0.00	\$0.00	
<b>Grand Totals:</b>	<b>1,176</b>	<b>1,391.25</b>	<b>1,229.73</b>	<b>-11.61%</b>	<b>\$45,621.83</b>	<b>\$76,440.10</b>	<b>67.55%</b>

\*PM Start Up Services are optional and require ownership of the MaintenanceEdge application suite.

## COST / BENEFIT ANALYSIS

- Utilizing Planned Maintenance can extend the life of your equipment by as much as 35%
- Reduce energy consumption of mechanical systems 10-15% with a PM program and save significantly on total utility costs
- Planned Maintenance can help you achieve annual maintenance and capital budget savings
- Control long term costs and protect budgets while improving tenant satisfaction

Ask me for a live demo!



11000 Regency Parkway, # 200  
Cary, North Carolina 27518  
info@facilitydude.com  
or call: 1-866-455-3833  
www.facilitydude.com

## Facility Administration Report October 2014

### Usage:

I'm writing this on the first snowfall which makes us so grateful for the new windows and heat, many thanks! Dance Studio heat has been put on timer that corresponds to classes in an effort to conserve more energy and we are keeping the door closed when not in use to keep heat in. The building is warm and toasty in general and there are many murmurings of gratitude among patrons.

We are happy to note that *River Talk* is returning on November 20<sup>th</sup> and continuing through April every third Thursday of the month. If you missed it last year, put it on your calendar, it is one of the best events in town and good value as well.

October hosted: Len Feldman retirement party, Roman Rudynystky classical concert, Road to Juneau public hearing and Alaska Arts Confluence meeting of artists along with LCCP and KHNS board meetings.

November the Haines Arts Council will host *Maria in the Shower* on the 25<sup>th</sup>, Fish and Game presentation on the 17<sup>th</sup> and various monthly classes hosted by Well and Fit and Jujutsu.

### Maintenance:

- New doors installed for the auditorium per the Fire Marshal's recommendation
- Window replacement in the KHNS offices and the dance studio complete.
- Broadcast studio waiting on arrival of window
- KHNS offices waiting for finishing of inside sills.
- KHNS will be installing new door in November (at our expense)
- Chilkat Center theater makeover taking bids for certain jobs.

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

<b>Chilkat Center for the Arts</b>			
<b>10/31/2014</b>			
<b>Contact</b>	<b>Function</b>	<b>Participants</b>	<b>Amount</b>
	<b>Dance Studio</b>		
Chorus Bishop	Kids and Adult Jujutsu classes	147	\$300.00
	<b>Lobby</b>		
Well and Fit	Morning Muscles	65	\$120.00
St Michael's	Sunday Services - 4 weeks	120	\$300.00
Well and Fit	Strength and Stretch	72	\$135.00
Carol Tuynman	Arts Confluence Meeting		\$75.00
Tom Heywood	Dr. Feldman Retirement Party	100	\$100.00
	<b>Conference Room</b>		
LCCP	Board meeting	7	n/c
	<b>Auditorium</b>		
Jessica Conquest - HDR	Road to Juneau Open Hearing	200	\$325.00
Haines Arts Council	Roman Rudynystky	150	\$325.00
	<b>October totals</b>	<b>861</b>	<b>\$1,680.00</b>

HAINES BOROUGH  
GENERAL FUND Preliminary Revenue & Expenditures SUMMARY by FUND  
FOR THE QUARTER ENDED SEPTEMBER 30, 2014

01 AREAWIDE GENERAL FUND

	FY14 Actual 1stQ	FY15 Actual 1stQ	Yr to Yr VARIANCE*	FY15 BUDGET	BUDGET VARIANCE*	% OF BGT
<b>REVENUE</b>						
Property Tax Revenue	\$ 417,468	\$ 411,031	\$ (6,437)	1,638,000	\$ (1,226,969)	25%
Sales Tax	116,776	142,936	26,160	495,000	(352,064)	29%
Sales Tax Lodging	38,620	46,555	7,935	90,000	(43,445)	52%
State Revenue - Revenue Sharing	508,650	505,589	(3,061)	507,000	(1,411)	100%
State Revenue - Raw Fish Tax	-	-	-	345,000	(345,000)	0%
State Revenue - Other	7,061	7,286	225	67,895	(60,609)	11%
Federal Revenue - P.I.L.T.	366,573	344,205	(22,368)	360,000	(15,795)	96%
Federal Revenue - Library	-	-	-	14,054	(14,054)	0%
Investment Income	27,954	9,254	(18,700)	110,000	(100,746)	8%
Rents	12,321	17,402	5,082	64,000	(46,598)	27%
User Fees	6,397	11,240	4,844	71,962	(60,722)	16%
Penalty & Interest - PropertyTax	7,723	14,175	6,452	25,000	(10,825)	57%
Penalty & Interest - Sales Tax	3,123	9,070	5,947	25,000	(15,930)	36%
Business Licenses	1,775	1,475	(300)	13,000	(11,525)	11%
Miscellaneous Fines & Fees	6,422	4,215	(2,207)	18,000	(13,785)	23%
Other Miscellaneous Revenue	1,019	6,394	5,375	-	6,394	0%
	<b>\$ 1,521,880</b>	<b>\$ 1,530,827</b>	<b>\$ 3,572</b>	<b>\$ 3,843,911</b>	<b>\$ (2,313,084)</b>	<b>40%</b>
<b>EXPENDITURES</b>						
Salaries and wages	\$ 393,616	\$ 375,945	\$ 17,671	\$ 1,468,995	\$ 1,093,050	26%
Employee Burden	112,920	110,165	2,755	440,602	330,437	25%
Health Insurance	93,585	89,222	4,363	385,488	296,266	23%
Supplies & Postage	9,176	16,179	(7,003)	48,765	32,586	33%
Material & Equipment	9,336	12,129	(2,793)	35,150	23,021	35%
Computers and Peripherals	12,205	13,517	(1,312)	21,650	8,133	62%
Professional & Contractual	100,384	89,826	10,558	372,276	282,450	24%
Dues, Subscriptions & Fees	2,211	2,879	(668)	7,725	4,846	37%
Travel & Per Diem	4,784	7,442	(2,658)	45,820	38,378	16%
Training	1,410	3,551	(2,141)	13,120	9,569	27%
Advertising	5,219	3,322	1,897	12,640	9,318	26%
Banking & Insurance	10,649	10,866	(217)	49,220	38,354	22%
Vehicle Expense	3,273	2,796	476	12,000	9,204	23%
Utilities	31,509	40,351	(8,842)	241,927	201,576	17%
School District - Instructional	389,216	389,216	-	1,556,866.00	1,167,650	25%
School District - Activities	52,500	52,500	-	210,000.00	157,500	25%
Appropriations from the Assembly	8,071	11,839	(3,768)	32,500	20,661	36%
Building Maintenance & Repairs	5,061	3,429	1,632	38,500	35,071	9%
Discretionary Expense	733	587	146	2,800	2,213	21%
Work Orders	(34,612)	(32,262)	(2,349)	(130,450)	(98,188)	25%

	FY14 Actual 1stQ	FY15 Actual 1stQ	Yr to Yr VARIANCE*	FY15 BUDGET	BUDGET VARIANCE*	% OF BGT
Allocations	(189,537)	(190,106)	569	(737,489)	(547,383)	26%
Operating Transfers - OUT fr General	-	-	-	43,000.00	43,000	0%
Operating Transfers - In fr Permanent	(37,500)	(66,750)	29,250	(267,000.00)	(200,250)	25%
<b>TOTAL AREAWIDE EXPENDITURES</b>	<b>984,210</b>	<b>946,645</b>	<b>37,565</b>	<b>3,904,105</b>	<b>2,957,460</b>	<b>24%</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>\$ 537,670</b>	<b>\$ 584,182</b>	<b>\$ 46,512</b>	<b>\$ (60,194)</b>	<b>\$ 644,376</b>	

## 02 TOWNSITE SERVICE AREA

### REVENUE

Property Tax Revenue	97,774	101,231	\$ 3,457	405,500	\$ (304,270)	25%
Sales Tax	153,867	208,271	54,404	677,000	(468,729)	31%
State Revenue - Public Safety	191,720	98,161	(93,559)	387,220	(289,059)	25%
State Revenue - General	96,000	96,000	-	96,000	-	100%
Interest Earnings	-	-	-	2,500	(2,500)	0%
Miscellaneous Fines & Fees	1,440	1,386	(54)	4,200	(2,814)	33%
<b>TOTAL TOWNSITE REVENUES</b>	<b>540,801</b>	<b>505,048</b>	<b>(35,753)</b>	<b>1,572,420</b>	<b>(1,067,372)</b>	<b>32%</b>

### EXPENDITURES

Salaries & Wages	\$ 121,301	\$ 116,314	\$ 4,987	\$ 529,962	\$ 413,648	22%
Employee Burden	41,364	36,664	4,700	184,393	147,729	20%
Health Insurance	28,600	26,000	2,600	140,400	114,400	19%
Supplies & Postage	1,328	1,567	(238)	6,300	4,733	25%
Material & Equipment	21,413	45,178	(23,765)	120,450	75,272	38%
Computers & Peripherals	1,607	2,452	(845)	1,150	(1,302)	213%
Professional & Contractual	17,615	13,186	4,429	95,663	82,477	14%
Dues & Subscriptions	513	146	366	1,250	1,104	12%
Travel & Per Diem	4,158	2,000	2,158	6,450	4,450	31%
Training	-	-	-	4,800	4,800	0%
Advertising	488	80	408	1,250	1,170	6%
Banking & Insurance	6,163	5,590	574	26,670	21,080	21%
Vehicle Expense	28,524	14,106	14,418	101,950	87,844	14%
Utilities	14,257	11,158	3,099	76,600	65,442	15%
Work Orders	(21,073)	(37,696)	16,624	(78,200)	(40,504)	48%
Allocations	100,611	100,611	-	408,540	307,929	25%
Operating Transfers - OUT from TSA	-	-	-	233,000	233,000	0%
<b>TOTAL TOWNSITE EXPENSES</b>	<b>366,869</b>	<b>337,354</b>	<b>29,515</b>	<b>1,860,628</b>	<b>1,523,274</b>	<b>18%</b>
<b>NET REVENUE UNDER EXPENDITURES</b>	<b>\$ 173,932</b>	<b>\$ 167,694</b>	<b>\$ (6,238)</b>	<b>\$ (288,208)</b>	<b>\$ 455,902</b>	

\*Positive variance is favorable. Negative variance is unfavorable.



## October 2014 Haines Vol. Fire Dept. Monthly Report

The Haines Vol. Fire Dept. had no fire callouts in October. Fire callouts for 2014 total 23. The Haines Vol. Fire Dept. responded to 21 ambulance callouts in October. Calls included a fall, three in respiratory distress, an altered level of consciousness, a chest pain, a seizure, a psychiatric emergency, a patient refusal, two medic alert activations, and 10 medivac/transport. Ambulance callouts for 2014 total 209. There were no SAR callouts in October. SAR callouts for 2014 total 1.

The first joint meeting for October was a business meeting followed by forward lay and rescue scenarios for the fire company. EMS responders practiced manual blood pressures, IVs and IV setup procedures and placement of ECG pads for cardiac monitoring with Jenn Walsh leading this training. The EMS training meeting was led by physician sponsor Dr. Dave McCandless with a focus on burn injuries. Fire training was review of some local street addresses followed by a FF1 training on fire appliances (devices that control water flowing through them). We then split into two groups and practiced gurney operation and patient packaging.

Ambulance Lieutenant Julie Anderson in conjunction with Airlift Northwest came to Haines and gave a presentation on respiratory emergencies to our ambulance crew and some of the clinic staff. Thanks Julie and Airlift!

October was Fire Prevention month and we taught 14 different classes to preschoolers -8<sup>th</sup> graders, home schoolers, Klukwan school and a class to the senior citizens. School age participants listened to safety information and then either crawled through a smoke filled room, used an escape ladder, used a fire hose or used a fire extinguisher. Most also enjoyed a ride on the firetruck either to or from school. On Friday, we had our open house for the public. All events previously mentioned were available for the public plus blood pressure checks, Jaws of Life use, and thermal camera operations. In all, about 300 participated. Thanks to Lyle Huff, Al Giddings, Chuck Mitman and all the others that helped make this important fire safety training event occur.

### Volunteer Hours for October 2014

HVFD Fire 156	HVFD Ambulance 158	SAR
---------------	--------------------	-----

### Volunteer Hours for 2014

HVFD Fire 1401	HVFD Ambulance 2796	SAR 341
----------------	---------------------	---------

Total Volunteer Hours HVFD for 2014      4539 Hours

Respectfully Submitted,



AL Badgley HVFD Training Officer

**September Statistics**

Visits: 7,893

Monthly Circulation: 7,494

Internet Use: 1,826 Wi-Fi: 2,282

Meeting Room Use: 44, Attendance: 204

Library Programs: 53, Attendance: 774

Non-Library Programs: 7, Attendance: 14

**October 21, 2014****Director's Report****Updates****Expansion:**

- The fee proposals from MRV were approved at the September 14<sup>th</sup> Assembly meeting. Corey Wall was notified of this and said he would get us a schedule for the plans in the immediate future.
- We received the draft Campaign Plan from Ann and Cecily. I would like to schedule a second meeting to review the plan, committees and their members, assignments, timeline, and the proposed slogan.

**Building:**

- There was a follow-up visit to assure the new valves and controls in the mechanical room were in proper working order. Library staff knows there is an improvement because we are not calling Ed Bryant every day. Training on the electronic system is scheduled to happen with the cooler temperatures.
- It appears that all but one of the parking lot lights needs bulb replacements. In the past, we have worked with AP&T and Ed Bryant to change the bulbs. Ed is checking on AP&T schedule.

**Technology:**

- GCI technicians completed the upgrade for our broadband increase the week of September 29<sup>th</sup>. Erik continues to monitor use and Jedediah runs monthly speed tests for OWL.
- We are behind in our upgrades for the circulation system. Bringing ourselves up-to-date with the current version of Evergreen requires purchasing additional memory for the circulation server. It was recommended that the library and borough work out a joint payment for memory upgrades to the servers. Neither Admin nor the library has memory upgrades budgeted for this year. The Evergreen upgrade was budgeted through the Friends. This brings many issues to the forefront and constitutes further discussions for our future planning and the library ILS.

**Staff:**

- Jen Kain, formally of Seward, began work on Saturday, October 11. She has been working week-end and afternoon hours which will continue through the winter.
- Since we did not spend all of the funds requested from the Friends for summer pages, I will be asking them if we can use the remaining funds to hire Abbie Diggins for three

## Haines Borough Public Library

weeks in December to assist in covering the front desk and completing backlogged projects.

### Other:

- Department manager's meetings are now scheduled for every Thursday from 8:30-10AM. For November, Department Heads have been asked to look at activities for the first quarter of our current fiscal year as relates to the budget. As the Assembly, Mayor, and Manager continue a strategic planning process, the manager recommends that Boards begin identifying their priority programs, projects, and line-items in preparation for the more formalized FY16 budget process.
- It takes a village to fulfill the requirements for a nomination form. Thanks to JoAnn Ross-Cunningham, Heather Lende, Dave Berry, John Katzeek, Georgie Hotch, Abbie Diggins, Ashley Hilsinger, Dave Sosa, Stephanie Scott, Reba Heaton, Erik Stevens, Julie Cozzi, Jila Stuart, Cathy Keller, and Cecily Stern and Ann Myren. The nomination form is complete. We wait until spring to hear if we are named one of the finalists.

### Program Highlights

- Thursday, October 30<sup>th</sup>, 4pm Horrible Hauntings for teens. Using iPads, participants will be able to interact with a "haunted book", 5pm author Mark Zeiger will discuss fear and what makes us afraid as he shares ghost stories.
- Culture program on the 30<sup>th</sup>, 7pm, Design and make a medicine bag with Jan Hill.
- November 14, 6:30pm, author Seth Kantner. His books include *Ordinary Wolves*, *Shopping for Porcupine: A Life in Arctic Alaska*, and *Pup and Pokey*, a newly released children's book.

### Upcoming

- DirLead (Directors/Leaders meeting) is in Girdwood, October 22-25.
- Holiday Open House, Saturday, November 29, 3pm.

## Sheldon Museum and Cultural Center

Director's Report: October 2014

Visitor count: 285

Volunteer hours: 20 volunteers worked 122.5 hours

Website Hits: 2,618 page views / 1,403 unique visitors / Year to Date = 25,409 page views

### Collections:

- Hired new Collections and Exhibitions Coordinator, Andrea Nelson
- Scheduled Exhibit and Collection committee meetings
- Submitted Collections Management grant (end of September) to prepare collections for online search portals.

### Exhibits

- Alexandra Feit Encaustic Paintings exhibit closed October 18, 2014.
- "Inside Out: Doll Houses and Historic Interiors, opened October 25, 2014. It closes January 3, 2015.
- Confirmed donation by Lynden Transport and Alaska Marine Lines for winter exhibit: "Snowflakes: Nature's Dazzling Design" (Kenneth Libbrecht and Wilson A. Bentley photographs)

### Programming

- **Doll Fair** was held on October 25<sup>th</sup> with a special exhibit in the Hakkinen Gallery featuring local doll houses and historical interior shots of local homes and businesses. Crafts, puppet shows and a tea party were enjoyed by children and adults alike. 75 visitors attended.

### Staff Training

New Pathways Project with Rasmussen Foundation, EMCarts and Foraker Group:

*New Pathways Virtual Workshop:* October 21 – defined possible solutions for complex challenges that we face.

September 29-October 4: Museum was closed so staff could drive to Seward for the Museums Alaska annual meeting. Nancy Nash, Helen Alten, and Blythe Carter attended Museums Alaska meeting. This included a full day workshop with grant funders from around the state.

### Upcoming Activities

- November 3-30: Online Museum Ethics course for staff and board
- November 10, 1-2 p.m., Marine Corps Birthday celebration
- November 12, 5-7 p.m., table at Eagle Foundation's Business Bazaar
- November 17, 1-3: New Pathways Update for the Haines Community
- November 21, 9:30-11 a.m.: Open House for Children's Area (Winter Clan House)
- November 22, 10 a.m. – 2 p.m.: Table at Women's Club Bazaar
- December 1, 9:30 a.m. – 2:30 p.m.: Laurie Wolf from Foraker Group
- December 1, 7:00 p.m.: Ode to Contemplation Lecture
- December 6, 1-4 p.m.: Gingerbread Workshop
- December 13, 1-4 p.m.: Holiday Open House
- December 15 – 20: Museum closed for cleaning

- December 22-23 and December 29-30, 10 a.m.-2 p.m.: Camps for school children
- New Pathways Project with Rasmussen Foundation, EMCarts and Foraker Group:
  - New Pathways Coaching Sessions in Haines:*
    - December 1, 9:30 a.m. to 2:30 p.m.
    - January 26, 2015 (Time is ferry dependent)
    - May 4, 2015 (Time is ferry dependent)
  - New Pathways Virtual Workshops:*
    - Dec. 16, 2014 and Jan. 6, Jan. 20, 2015
    - Mar. 3, Mar. 24, Apr. 14, 2015
  - New Pathways Anchorage Workshops:*
    - February 26, 2015 and May 7, 2015

**Haines Borough Public Library Board  
Approved Meeting Minutes  
September 24, 2014  
4:00 PM**

*The mission of the Haines Borough Public Library is to be responsive to community needs by assembling, preserving and providing access to materials, information, and technology. Therefore, the Library will offer an environment conducive to providing programs, sharing information, and stimulating ideas. The library will be a community gathering place where all ages are welcome.*

**Call to Order - 4:05pm**

**Present - Dick Flegel, Patty Brown, Stacey Gala, Diana Lapham, Lorrie Dudzik, Cecily Stern, James Alborough, Anne Marie Palmieri  
Excused - Joann Ross Cunningham, Heather Lende**

**Additions or Revisions to Agenda - move ordinance to end of discussion**

**Consent Agenda Items**

The following items are consent items for final action to be taken on all by a single vote. Any item may be removed for separate consideration if necessary. moved/seconded Anne Marie/Lorrie - approved as amended

1. Approval of Agenda
2. Approval of Minutes 8/20/2014
3. Director's report
4. Treasurer's report

**Items for Discussion**

- MRV fee proposals for addition and next steps - \$44,665 estimate for conceptual work & \$6,653 estimate for professional cost - Forward to the manager pending consensus by the building committee on Saturday. moved/seconded James/Dick - approved
- Board terms - Wait until October to get thoughts from those whose terms are ending. James will contact Tracy Wirak regarding open board seat.
- Capital Campaign Planning workshop details - bring snack food, \$ for pizza 9-noon, working lunch, 3-5
  - Ordinance to reflect Public Library's designation as a Borough Department - Patty and Anne Marie will work on language for draft. Review by board before next meeting. Vote at next meeting.

**Other**

- Radio

October 10 - James, October 17 - Dick

**Board Comments**

**Director's Comments – Summary of Enhancement grant project**

**Next Meeting** October 21, 2014 4:00pm

**Adjournment - 5:05pm**



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 14-517

Assembly Meeting Date: 11/12/14

Business Item Description:	Attachments:
Subject: Authorize Change Order for Third Avenue Improvements Project (Southeast Road Builders)	1. Resolution 14-11-595 2. Southeast Road Builders Pay Request
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 11/6/14	

**Full Title/Motion:**

Motion: Adopt Resolution 14-11-595.

**Administrative Recommendation:**

This resolution is recommended by the Director of Public Facilities.

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 24,269.40	\$ 24,269.40	\$ 0	N/A

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives:  
Goal 4, Page 144

Consistent:  Yes  No**Summary Statement:**

The Haines Borough Assembly on 5/13/14 authorized a construction contract with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$1,130,500. The work included final grading, drainage and paving improvements between Main Street and the Haines Highway, and similar improvements to the Haines Borough Administration Building parking lot. Southeast Road Builders submitted a final payment request that listed extra work as authorized by the Director of Public Facilities and showed how some quantities for materials differed from initial plans. The final contract amount was \$1,154,769.40, requiring a change order for \$24,269.40. The Director of Public Facilities reviewed the payment request and recommends authorizing this change order. The Borough is funding this project with a Designated Legislative Grant for Road Rehabilitation and Maintenance (Phase III) and funding from the Chilkoot Indian Association's Indian Reservation Roads Transportation Improvement Program.

**Referral:**

Referred to:

Referral Date:

Recommendation:

Meeting Date:

**Assembly Action:**

Meeting Date(s): 11/12/14

Public Hearing Date(s):

Postponed to Date:

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a contract change order with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$24,269.40.**

**WHEREAS**, the Haines Borough Assembly on 5/13/14 authorized a construction contract with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$1,130,500; and

**WHEREAS**, the work included final grading, drainage and paving improvements between Main Street and the Haines Highway, and similar improvements to the Haines Borough Administration Building parking lot; and

**WHEREAS**, Southeast Road Builders submitted a final payment request that listed extra work as authorized by the Director of Public Facilities and showed how some quantities for materials differed from initial plans; and

**WHEREAS**, the final contract amount was \$1,154,769.40, requiring a change order for \$24,269.40; and

**WHEREAS**, the Director of Public Facilities reviewed the payment request and recommends authorizing this change order; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to execute a contract change order with Southeast Road Builders for the Third Avenue Improvements project for an amount not to exceed \$24,269.40.

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

\_\_\_\_\_  
Janice Hill, Borough Mayor

Attest:

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





**SOUTHEAST ROAD  
BUILDERS, INC.**

HC 60 BOX 4800 • HAINES, AK 99827  
(907) 766-2833 • FAX (907) 766-2832

# INVOICE No. 10064

TO:

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

DATE	9/30/14
CUSTOMER ORDER NO.	
SALESPERSON	
VIA	

Customer# 416

TERMS:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
L.S.	<u>Haines Borough Street Improvements - Third Ave.</u> Pay Estimate #3 8/1 - 9/19/14 (per attached)		\$457,284.21
SRI Code: 825600/999999-1			

White - ORIGINAL  
Yellow - DUPLICATE  
Pink - TRIPLICATE

*Thank You!*

(10/02)

SOUTHEAST ROADBUILDERS, INC.												
PROGRESS ESTIMATE												
Contractor:		Southeast Roadbuilders, Inc.										
Owner:		Haines Borough										
PROJECT:		Haines Borough Street Improvements - Third Avenue										
ESTIMATE #:		3 Final										
DATE:		08/01/2014 - 09/19/2014										
ITEM DESCRIPTION	UNITS	PLAN QUANTITY	COST PER UNIT	AMOUNT	TOTAL TO DATE		PREVIOUS		CURRENT			
					QTY	\$ AMT	QTY	\$ AMT	QTY	\$ AMT		
201(3B) Clearing & Grubbing	LS	1	7,500.00	7,500.00	1	7,500.00	1	7,500.00	0	0.00		
201(6) Selective Tree Removal	EA	30	98.50	2,955.00	24	2,364.00	24	2,364.00	0	0.00		
202(1) Removal of Structures & Obstructions	LS	1	1,000.00	1,000.00	1	1,000.00	1	1,000.00	0	0.00		
202(1a) Removal of Structures (2 additional)	Ea		1,000.00		2	2,000.00	2	2,000.00	0	0.00		
202(2) Removal of Pavement	SY	4500	6.06	27,270.00	4284	25,961.04	4,284	25,961.04	0	0.00		
202(3) Removal of Sidewalk	SY	160	35.00	5,600.00	448	15,880.00	429	15,022.00	18.8	658.00		
202(4) Removal of Culvert Pipe	LS	1	5,150.00	5,150.00	1	5,150.00	1	5,150.00	0	0.00		
203(3) Unclassified Excavation	CY	4000	15.00	60,000.00	3225	48,375.00	3,311	49,665.00	-86	-1,290.00		
204(2) Hauling & Disposal of Contaminated Materials	CYVM	80	65.00	5,200.00	210	13,650.00	210	13,650.00	0	0.00		
301(1) Aggregate Base Course	Ton	1900	35.00	66,500.00	1940	67,900.00	1,291	45,188.15	648.91	22,711.85		
304(2) Subbase, Grading A	CY	3100	30.00	93,000.00	3400	102,000.00	3,049	91,470.00	351	10,530.00		
401(1) Asphalt Concrete	Ton	710	185.00	131,350.00	689.18	127,498.30		0.00	689.18	127,498.30		
401(2) Asphalt Cement	Ton	43	1,400.00	60,200.00	36.52	51,128.00		0.00	36.52	51,128.00		
603(1-18) 18" CSP	LF	245	112.00	27,440.00	222	24,864.00	222	24,864.00	0	0.00		
603(1-24) 24" CSP	LF	945	80.00	75,600.00	937	74,960.00	937	74,960.00	0	0.00		
604(4) Adjust Existing Manhole	EA	4	775.00	3,100.00	4	3,100.00		0.00	4	3,100.00		
604(8) Storm Sewer Catch Basin, Type IV	EA	4	4,350.00	17,400.00	6	26,100.00	5	21,750.00	1	4,350.00		
604(9) Storm Sewer Catch Basin, Type V	EA	6	6,600.00	39,600.00	6	39,600.00	6	39,600.00	0	0.00		
604(10) Storm Sewer Catch Basin, Type V Area Drain	EA	1	8,500.00	8,500.00	1	8,500.00	1	8,500.00	0	0.00		
608(1B) Concrete Sidewalk, 6"	SY	610	149.00	90,890.00	663.5	98,861.50	162.5	24,212.50	501	74,649.00		
609(2-R) Curb & Gutter, Type IV Rolled	LF	1210	67.00	81,070.00	1218	81,606.00	951	63,717.00	267	17,889.00		
609(2-S) Curb & Gutter, Type I Std	LF	280	52.00	14,560.00	265	13,780.00	234.5	12,194.00	30.5	1,586.00		
609(2-SA) Curb & Gutter, Type 1A Standard	LF	40	69.00	2,760.00	47	3,243.00	47	3,243.00	0	0.00		
615(7) Sign Removal & Relocation	LS	1	3,000.00	3,000.00	1	3,000.00		0.00	1	3,000.00		
618(4) Seeding	LS	1	2,750.00	2,750.00	1	2,750.00		0.00	1	2,750.00		
627(3) Install Valve Box	EA	1	1,000.00	1,000.00	1	1,000.00	1	1,000.00	0	0.00		
627(8) Water Service Connection	EA	1	4,300.00	4,300.00	1	4,300.00	1	4,300.00	0	0.00		
627(10) Adj of Valve Box	EA	4	530.00	2,120.00	3	1,590.00	1	530.00	2	1,060.00		
627(11) Fire Hydrant Replacement	EA	1	12,250.00	12,250.00	1	12,250.00	1	12,250.00	0	0.00		
633(1) Silt Fence	LF	700	5.00	3,500.00	700	3,500.00	700	3,500.00	0	0.00		
640(1) Mobilization	LS	1	70,600.00	70,600.00	1	70,600.00	0.65	45,890.00	0.35	24,710.00		
641(1) Erosion & Pollution Control - Admin	LS	1	1,800.00	1,800.00	1	1,800.00	0.65	1,170.00	0.35	630.00		
641(2) Temp Erosion & Pollution Control	LS	1	2,500.00	2,500.00	1	2,500.00	0.65	1,625.00	0.35	875.00		
641(3) Temp Erosion & Pollution Control Amend	CS	1	0.00	0.00		0.00		0.00	0	0.00		
642(1) Construction Survey	LS	1	13,500.00	13,500.00	1	13,500.00	0.65	8,775.00	0.35	4,725.00		
643(2) Traffic Maintenance	LS	1	12,500.00	12,500.00	1	12,500.00	0.65	8,125.00	0.35	4,375.00		
Add Alternate 1												
201(3B) Clearing & Grubbing	LS	1	4,450.00	4,450.00	1	4,450.00	1	4,450.00	0	0.00		
203(3) Unclassified Excavation	CY	650	15.00	9,750.00	582.5	8,737.50	582.5	8,737.50	0	0.00		
301(1) Aggregate Base Course D-1	Ton	320	35.00	11,200.00	320	11,200.00		0.00	320	11,200.00		
304(2) Subbase Grading A	CY	410	33.00	13,530.00	410	13,530.00	384	12,672.00	26	858.00		
401(1) Asphalt Concrete	Ton	150	231.00	34,650.00	120.89	27,925.59		0.00	120.89	27,925.59		
401(2) Asphalt Cement	Ton	9	1,400.00	12,600.00	6.36	8,904.00		0.00	6.36	8,904.00		
501(9) Class A Curb Wall	LS	1	17,750.00	17,750.00	1	17,750.00	0.5	8,875.00	0.5	8,875.00		
603(1-18) 18" CSP	LF	90	112.00	10,080.00	130	14,560.00	130	14,560.00	0	0.00		
604(8) Storm Sewer Catch Basin Type IV	EA	1	4,350.00	4,350.00	2	8,700.00	2	8,700.00	0	0.00		
605(6) 4" Perf CPP	LF	125	63.00	7,875.00	125	7,875.00	125	7,875.00	0	0.00		
608(1B) Concrete Sidewalk, 6"	SY	60	149.00	8,940.00	9	1,341.00		0.00	9	1,341.00		
609(2-R) Curb & Gutter, Type IV Rolled	LF	190	67.00	12,730.00	164	10,988.00		0.00	164	10,988.00		
615(7) Sign Removal & Relocation	LS	1	1,000.00	1,000.00	1	1,000.00		0.00	1	1,000.00		
618(4) Seeding	LS	1	1,000.00	1,000.00	1	1,000.00		0.00	1	1,000.00		

SOUTHEAST ROADBUILDERS, INC.												
PROGRESS ESTIMATE												
Contractor:		Southeast Roadbuilders, Inc.										
Owner:		Haines Borough										
PROJECT:		Haines Borough Street Improvements - Third Avenue										
ESTIMATE #:		3 Final										
DATE:		08/01/2014 - 09/19/2014										
ITEM DESCRIPTION	UNITS	PLAN QUANTITY	COST PER UNIT	AMOUNT	TOTAL TO DATE		PREVIOUS		CURRENT			
					QTY	\$ AMT	QTY	\$ AMT	QTY	\$ AMT		
627(10) Adjustment of ValveBox	EA	1	530.00	530.00	1	530.00		0.00	1	530.00		
633(1) Silt Fence	LF	200	5.00	1,000.00	0	0.00	200	1,000.00	-200	-1,000.00		
640(1) Mobilization	LS	1	11,700.00	11,700.00	1	11,700.00	0.65	7,605.00	0.35	4,095.00		
641(1) Erosion & Pollution Control - Admin	LS	1	1,000.00	1,000.00	1	1,000.00	0.65	650.00	0.35	350.00		
641(2) Temp Erosion & Pollution Control	LS	1	1,000.00	1,000.00	1	1,000.00	0.65	650.00	0.35	350.00		
641(3) Temp Erosion & Pollution Control Amend	CS	1	0.00	0.00		0.00		0.00	0	0.00		
642(1) Construction Surveying	LS	1	3,400.00	3,400.00	1	3,400.00	0.65	2,210.00	0.35	1,190.00		
643(2) Traffic Maintenance	LS	1	500.00	500.00	1	500.00	0.65	325.00	0.35	175.00		
670(130) Parking Striping	LS	1	5,000.00	5,000.00	1	5,000.00		0.00	1	5,000.00		
<b>EXTRA WORK:</b>												
Mountain Market Service		1	11,162.03		1	11,162.03		0.00	1	11,162.03		
S5 Redesign		1	1,421.61		1	1,421.61		0.00	1	1,421.61		
Parts Place Curb		1	583.74		1	583.74		0.00	1	583.74		
Sidewalk - Borough Admin Building		1	2,640.86		1	2,640.86		0.00	1	2,640.86		
Sewer Manhole 2+07		1	2,253.26		1	2,253.26		0.00	1	2,253.26		
Culvert Headwall		1	1,505.97		1	1,505.97		0.00	1	1,505.97		
						0.00						
TOTAL CONTRACT AMOUNT:				\$1,130,500.00		\$1,154,769.40		\$697,485.19		\$457,284.21		
TOTAL EARNED TO DATE:											1,154,769.40	
LESS PAYMENTS RECEIVED:												
CK # 319256											488,846.04	
CK # 319408											208,639.15	
AMOUNT DUE:											\$457,284.21	



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-520  
Assembly Meeting Date: 11/12/14

Business Item Description:	Attachments:
Subject: Accept FY 2015 Alaska Energy Authority Grant for Biomass Project (\$1,237,400)	1. Resolution 14-11-596 2. Grant Agreement
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 11/6/14	

**Full Title/Motion:**  
Motion: Adopt Resolution 14-11-596.

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

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$	\$	\$	Reduced Energy Costs

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives: Objective 15M, Page 257	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

**Summary Statement:**

The Haines Borough has been appropriated an FY 2015 Alaska Energy Authority (AEA) grant in the amount of \$1,237,400 for the Haines Borough Municipal Building Biomass Project. The project includes the final design and installation of low emissions, high efficiency pellet-fired boiler systems to heat the Haines School and Pool, Chilkat Center, Sewer Treatment Plant, Water Treatment Plant, Vocational Education Building, Library, old City Shop, new City Shop, Public Safety Building, and the Sheldon Museum. This project is estimated to displace a total of 80,000 gallons per year of fuel oil using 695 tons of pellets per year. This resolution is to accept the grant and authorize the Borough Manager to enter into a grant agreement with the AEA.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 11/12/14	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly accepting an FY 2015 Alaska Energy Authority (AEA) grant in the amount of \$1,237,400 for the Haines Borough Municipal Building Biomass Project and authorizing the Borough Manager to enter into a grant agreement with the AEA.**

**WHEREAS**, the Borough Assembly is the governing body of the Haines Borough; and

**WHEREAS**, the Haines Borough has been appropriated an FY 2015 Alaska Energy Authority (AEA) grant in the amount of \$1,237,400 for the Haines Borough Municipal Building Biomass Project; and

**WHEREAS**, the project includes the final design and installation of low emissions, high efficiency pellet-fired boiler systems to heat the Haines School and Pool, Chilkat Center, Sewer Treatment Plant, Water Treatment Plant, Vocational Education Building, Library, old City Shop, new City Shop, Public Safety Building, and the Sheldon Museum; and

**WHEREAS**, this project is estimated to displace a total of 80,000 gallons per year of fuel oil using 695 tons of pellets per year,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly hereby accepts the FY 2015 Alaska Energy Authority (AEA) grant in the amount of \$1,237,400 for the Haines Borough Municipal Building Biomass Project and authorizes the Borough Manager to enter into a grant agreement with the AEA.


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

\_\_\_\_\_  
Janice Hill, Borough Mayor

Attest:

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

**RECEIVED**  
AUG 21 2014

<b>Alaska Energy Authority Grant Agreement</b>			<b>AIDEA AEA</b>	 <b>ALASKA ENERGY AUTHORITY</b>				
Grant Agreement Number 7071021		CFDA Number NA		Amount of Funds: \$ 1,237,400		<b>AEA use only</b> Managed <input type="checkbox"/> Pass-thru <input checked="" type="checkbox"/>		
Project Code(s) 402036		Proposal Number: RE71021		Period of Performance: From: July 1, 2014 To: June 30, 2016				
Project Title: Haines Borough Municipal Building Biomass Project								
<b>Grantee</b>				<b>Grantor</b>				
Name Haines Borough				Alaska Energy Authority				
Street/PO Box P.O. Box 1209				Street/PO Box 813 W. Northern Lights Blvd				
City/State/Zip Haines, AK 99827				City/State/Zip Anchorage, AK 99503				
Contact Person <del>Darsie Gulbeck</del> <i>Krista Kiebsmeier</i>				Contact Person Jim Vail, Project Manager				
Phone: 907-766-2231	Fax: 907-766-2716	E-mail: <del>d.gulbeck@haines.ak.us</del> <i>kkiebsmeier@</i>		Phone: 907-771-3064	Fax: 907-771-3044	E-mail: jvail@aidea.org		
<p><b>AGREEMENT</b></p> <p>The Alaska Energy Authority (hereinafter 'Authority') and Haines Borough (hereinafter 'Grantee'), agree as set forth herein.</p> <p><b>Section I.</b> The Authority shall grant funds to pay for expenses incurred by the Grantee under the terms and conditions of this Agreement, in an amount not to exceed \$ <u>1,237,400</u>, unless the grant amount is amended as provided herein.</p> <p><b>Section II.</b> The Grantee shall apply the grant funds to the Project and perform all of the work and other obligations required by this Agreement.</p> <p><b>Section III.</b> Performance under this agreement begins July 1, 2014 and shall be completed no later than June 30, 2016.</p> <p><b>Section IV.</b> The agreement consists of this page and the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>Appendices</b></p> <p>Appendix A: General Provisions</p> <p>Appendix B: Standard Provisions</p> <p>Appendix C: Grantee Proposal/Scope of Work</p> <p>Appendix D: Project Management &amp; Reporting Requirements</p> <p>Appendix E: Project Budget &amp; Reimbursement Provisions</p> </td> <td style="width: 50%; vertical-align: top;"> <p><b>Attachments/Forms</b></p> <p>Attachment 1: Financial Report/Request for Reimbursement Form</p> <p>Attachment 2: Progress Report Form</p> <p>Attachment 3: Notice of Project Closeout</p> <p>Attachment 4: Grantee Certification</p> <p>Attachment 5: O&amp;M Reporting</p> </td> </tr> </table> <p>AMENDMENTS: Any amendments to this Agreement must be signed by authorized representatives of Grantee and the Authority and should be listed here.</p>							<p><b>Appendices</b></p> <p>Appendix A: General Provisions</p> <p>Appendix B: Standard Provisions</p> <p>Appendix C: Grantee Proposal/Scope of Work</p> <p>Appendix D: Project Management &amp; Reporting Requirements</p> <p>Appendix E: Project Budget &amp; Reimbursement Provisions</p>	<p><b>Attachments/Forms</b></p> <p>Attachment 1: Financial Report/Request for Reimbursement Form</p> <p>Attachment 2: Progress Report Form</p> <p>Attachment 3: Notice of Project Closeout</p> <p>Attachment 4: Grantee Certification</p> <p>Attachment 5: O&amp;M Reporting</p>
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<b>Grantee</b>		<b>Authority Project Manager</b>			<b>Executive Director or Designee</b>			
Signature <i>[Signature]</i> Date <i>19 Aug 2014</i>		Signature <i>[Signature]</i> Date <i>8/21/14</i>			Signature <i>[Signature]</i> Date <i>8-21-14</i>			
Mark Earnest, David Sosa Borough Manager		Jim Vail, Project Manager			Sara Fisher-Goad, AEA Executive Director			

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## APPENDIX A GENERAL PROVISIONS

### 1. **Definitions**

In this Grant Agreement, attachments and amendments:

- a) "Authority" means the Alaska Energy Authority, a public corporation of the State of Alaska.
- b) "Authority Project Manager" means the employee of the Authority responsible for assisting the Grantee with technical aspects of the Project and is one of the Grantor's contacts for the Grantee during all phases of the Project.
- c) "Authorized Representatives" means those individuals or entities authorized by an entity to act on its behalf, with delegated authority sufficient to accomplish the purposes for which action is needed.
- d) "Economic Life" means 20 years from the date of the final disbursement.
- e) "Executive Director" means the Executive Director of the Authority or the Executive Director's authorized representative.
- f) "Grantee Project Manager" means the person designated to fulfill the obligations arising under Appendix B1, item #2.
- g) "Matching Contributions" means the cash, loan proceeds, in-kind labor, equipment, land, other goods, materials, or services a Grantee provides to satisfy any match requirements of a grant or to complete the Project.
- h) "Project" means Haines Borough Municipal Building Biomass Project as defined in Appendix C (Scope of Grant) for which funds have been made available.
- i) "State" means the State of Alaska.

### 2. **Authority Saved Harmless**

As a condition of this Grant, the Grantee agrees to defend, indemnify, and hold harmless the Authority and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this grant or the project for which the grant is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of the Authority or the State of Alaska.

### 3. **Workers' Compensation Insurance**

The Grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30.

### 4. **Insurance**

The Grantee is responsible for obtaining and maintaining any necessary insurance and endorsements as defined in Appendix B Standard Provisions

## **5. Equal Employment Opportunity (EEO)**

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state in all solicitations or advertisements for employees to work on Authority funded projects, that it is an Equal Opportunity Employer (EEO) and that all qualified applications will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

## **6. Public Purposes**

The Grantee agrees that the Project to which this Grant Agreement relates shall be dedicated to public purposes and any project constructed or equipment or facilities acquired, shall be owned and operated for the benefit of the general public. The Grantee shall spend monies appropriated under this grant only for the purposes specified in the Grant Agreement. The benefits of the Project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

## **7. Officials Not To Benefit**

No member of or delegate to Congress or the Legislature, or officials or employees of the Authority or Federal government may share any part of this agreement or any benefit to arise from it.

## **8. Governing Law**

This Grant Agreement is governed by the laws of the State of Alaska. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage.

## **9. Compliance with Applicable Law and Funding Source Requirements**

The Grantee shall comply with all applicable local, state and federal statutes, regulations, ordinances and codes, whether or not specifically mentioned herein. Refer to Appendix B Standard Provisions for more specific requirements.

## **10. Severability**

If any section, paragraph, clause or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall be unaffected and enforced to the fullest extent possible, and the invalid or unenforceable provision shall be deemed replaced with a valid and enforceable provision that is as similar as possible to such invalid or unenforceable provision.

**11. Non-waiver**

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement, or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

**12. Integration**

This instrument and all appendices, amendments, attachments, Request for Applications dated July 2, 2013, Application dated September 24, 2013 hereto embody the entire Agreement of the parties concerning the grant funds granted hereunder. There are no promises, terms, conditions, or obligations regarding said funds other than those contained in the documents described above; and such documents shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. To the extent there is any conflict between the provisions of Appendix A and B the Grantee's application or proposal, the provisions of Appendix A and B prevail.

**13. Grantee Not Agent of Authority**

The Grantee and any agents and employees of the Grantee act in an independent capacity and are not officers or employees or agents of the Authority in the performance of this Grant Agreement.

**14. Disputes**

Any dispute arising under this Grant Agreement which is not disposed of by mutual agreement must be dealt with in accordance with 3 AAC 108.915.

**15. Termination**

- a) The Grantee shall have no rights to compensation or damages for termination except as provided in this Section.
- b) In addition to all other rights available under law, the Authority may terminate this Agreement or stop work on the Project for the convenience of the Authority or for cause upon ten (10) days written notice.
- c) "Cause" for termination shall exist when the Grantee has failed to perform under this Agreement, has been stagnant on progression of the project for 2 years, has provided incorrect or misleading information or has failed to provide information which would have influenced the Authority's actions. In order for termination to be for cause, the Grantee's failure to perform or the Grantee's provision of incorrect, misleading, or omitted information must be material.
- d) If this Agreement is terminated for cause, the Grantee shall be entitled to no compensation. The Grantee shall reimburse the Authority for all grant funds expended under this Agreement by the Grantee or on the Grantee's behalf including interest accrued from the date of disbursement. The Grantee shall also reimburse the Authority for any costs incurred to collect funds subject to reimbursement, and for any damages incurred by the Authority as a result of the Grantee's failure to perform or provision of incorrect or misleading information. The Authority may require the Grantee to return to the Authority some or all of the Project assets and the fair market value of the returned Project assets will be applied to reduce the amount of reimbursement the Grantee owes the Authority under this subsection d.

e) If this Agreement is terminated at the sole request of the Authority for the sole reason of its convenience, the Grantee is not required to reimburse the Authority for funds expended prior to the date of termination. If the Grantee has incurred costs under this agreement, the Grantee shall only be reimbursed by the Authority for eligible costs the Grantee incurred prior to the date of termination of the Agreement. However, prior to making any claim or demand for such reimbursement, the Grantee shall use its best effort to reduce the amount of such reimbursement through any means legally available to it. The Authority's reimbursement to the Grantee shall be limited to the encumbered, unexpended amount of funds available under this Agreement.

f) If the basis for the termination of the Agreement or stop work under Section 15(b) is capable of being cured, the Authority shall provide the Grantee thirty (30) days from the date the termination or stop work becomes effective for the Grantee to cure the basis for the termination or stop work. If the Grantee cannot reasonably cure the basis for the termination or stop work within this thirty (30) day period, but the Grantee promptly undertakes and diligently pursues such cure, the cure period shall be extended to sixty (60) days. The Authority may further extend the cure period if the Grantee demonstrates that it is prohibited from curing the basis for termination or stop work by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceedings. If the Grantee cures the basis for the stop work, the stop work will be lifted. Until the Agreement is reinstated or stop work lifted, the Authority may not disburse any amount under this Agreement to the Grantee except as otherwise specifically provided in this section.

**16. Termination Due to Lack of Funding**

In the event funding from the Authority, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, the Authority may terminate the agreement, reduce funding, or re-negotiate subject to those new funding conditions.

**17. No Assignment or Delegation**

The Grantee may not assign or delegate this Grant Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Executive Director or Designee.

**18. No Third Party Beneficiaries**

Except as otherwise specified in this agreement, no person is a third party beneficiary of this Agreement and this Agreement creates no third party rights. Specifically, any person who is not a party to this Agreement shall be precluded from bringing any action asserting the liability of a party or asserting any right against a party to this Agreement, through the terms of this Agreement. No person, other than a party to this Agreement, may bring any action based upon this Agreement for personal injuries, property damages, or otherwise.

**19. No Additional Work or Material**

No claims will be allowed for additional work, materials, or equipment, not specifically authorized in this Grant Agreement, which are performed or furnished by the Grantee.

**20. Changes**

Any changes which have been agreed to by both parties will be attached and made a part of this Grant Agreement by use of a written Amendment. Any such Amendment must be dated and signed by Authorized Representatives of the Authority and the Grantee.

**21. Right to Withhold Funds**

The Authority may withhold payments under this Grant Agreement for non-compliance with any of the provisions of this Grant Agreement.

**22. Remission of Unexpended Funds**

The Grantee shall return all unexpended grant monies to the Authority within 90 days of the Project completion.

**23. Tax Compliance Responsibilities of Grantee**

The Grantee is responsible for determining applicable federal, state, and local tax requirements, for complying with all applicable tax requirements, and for paying all applicable taxes. The Authority may issue an IRS Form 1099 for Grant payments made. The Grantee shall pay all federal, state and local taxes incurred by the Grantee and shall require the payment of all applicable taxes by any contractor or any other persons in the performance of this Grant Agreement.

**24. Lobbying Activities**

In accepting these funds, the Grantee agrees and assures that none of the funds will be used for the purpose of lobbying activities before the United States Congress or Alaska Legislature. No portion of these funds may be used for lobbying or propaganda purposes as prohibited in AS 37.05.321, 18 U.S.C. 1913, 31 U.S.C. 1352, or other laws as applicable.

**25. Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles. In addition, the accounting system must keep separate all grant funds awarded under this grant agreement.

**26. Procurement Standards**

Grantees will follow competitive purchasing procedures that: 1) provide reasonable competitive vendor selection for small dollar procurements; 2) provide for competitive bids or requests for proposals for contracts and procurements greater than \$100,000; 3) provide a justification process for non-competitive procurements or contracts; 4) document the source selection methods used for all contracts, equipment, or material transactions greater than \$10,000; 5) and comply with other procurement requirements as defined in Appendix B. Grantees who have questions about their procurement procedures or a specific procurement should contact the Authority's Grant Manager.

**27. Reporting Requirements**

The Grantee shall submit progress reports to the Authority according to the schedule established in Appendix D of this Grant Agreement.

### **28. Ownership of Documents and Products**

Except as otherwise specifically agreed, all designs, drawings, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this agreement are public domain and may be used by the Authority and/or public without notice or compensation to the Grantee. The Grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Except as otherwise specifically agreed, and without limiting any Intellectual Property requirements of a federal funding agency, the Authority shall have unlimited rights to use and to disseminate any data produced or delivered in the performance of the contract. For purposes of clarity, nothing in this section precludes Grantee from using any document or product with respect to the Project or other Grantee uses.

### **29. Inspections and Retention of Records**

The Grantee shall keep a file for financial, progress and other records relating to the performance of the grant agreement. The file must be retained for a period of four years from the fully executed close out of the grant agreement or until final resolution of any audit findings claim or litigation related to the grant. The Authority may inspect, in the manner and at reasonable times it considers appropriate, records and activities under this Grant Agreement.

### **30. Audits**

This Grant Agreement is subject to 2 AAC 45.010 single audit regulations for State Grants. The Grantee must comply with all provisions of 2 AAC 45.010 and any additional audit requirements outlined in Appendix D.

Commercial (for-profit) entities shall obtain an audit by an independent auditing firm similar to a program audit prepared under OMB A-133. The auditee and auditor shall have basically the same responsibilities for the federal or state program as they would have for an audit of a major program in a single audit. The expenditure threshold is \$500,000 in the commercial entity's fiscal year.

### **31. Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the Project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Authority and the State of Alaska shall be at all times as an independent Grantee.

### **32. Grant Close out**

Upon completion of all work and expenditure of all grant funds related to the Project the Authority will provide written notice to the Grantee that the Grant will be closed. The Grantee shall sign the Notice of Project Closeout within 30 days after it is delivered by the Authority. The Grant will be considered closed upon receipt of the signed Notice of Project Closeout.

The Grant will be administratively closed if the Grantee fails to return the Notice of Project Closeout within 30 days after it is delivered by the Authority. If the Grantee has a valid reason for the Grant to remain open, they must contact the Authority in writing within 30 days.

No additional reimbursements will be made to the Grantee after the grant is closed out.

## Appendix B Standard Provisions

### 1. *Grant Funding Sources*

This Grant is subject to appropriation and availability of funds as listed below:

State of Alaska	\$ 1,237,400	SLA 2014 Ch. 18; Sec. 1; Pg. 5; Ln. 21-23
Haines Borough	86,448	Cash Match
Haines Borough	<u>51,000</u>	In-Kind Match
Total Funding	\$ <u>1,374,848</u>	

Grantee acknowledges that if additional grant funds are made available they are subject to the terms and conditions of this Agreement and any amendment.

### 2. *Governing Laws*

The Grantee shall perform all aspects of this Project in compliance with all applicable state, federal and local laws.

### 3. *Eligible Costs*

The Authority, as Grantor, shall have sole discretion to determine which project costs are eligible to be paid from Grant monies under this agreement. Only direct costs of the Project are eligible for payment or reimbursement from grant funds. Indirect costs are not allowed under this grant unless approved by the Authority in Appendix E.

The eligible costs will be determined in accordance with 3 AAC 107.600 – 695 and the Request for Applications dated July 2, 2013; which is incorporated by reference into this grant agreement.

### 4. *Insurance Requirements*

The following insurance requirements are in effect for this Project. Grant funds will be used to procure Project related insurance and the Authority will work with the Grantee to ensure that these requirements are met. Insurance will be obtained with an insurance carrier or carriers covering injury to persons and property suffered by the State of Alaska, Alaska Energy Authority or by a third party as a result of operations under this grant. The insurance shall provide protection against injuries to all employees of the Project engaged in work under this grant. All insurance policies shall be issued by insurers that (i) are authorized to transact the business of insurance in the State of Alaska under AS 21 and (ii) have a Bests Rating of at least A-VII and be required to notify the Authority, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability.

Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable and shall not limit the Grantee's indemnity responsibility. However, costs for any coverage in excess of specific limits of this agreement are the responsibility of the Grantee and may not be charged to this grant agreement.

The following policies of insurance shall be maintained with the specified minimum coverage and limits in force at all times during the performance work under this Project:

1. Workers' Compensation: as required by AS 23.30.045, for all employees engaged in work under this Project. The coverage shall include:
  - a. Waiver of subrogation against the State and the Alaska Energy Authority and Employer's Liability Protection at \$500,000 each accident/each employee and \$500,000 policy limit;
2. Commercial General Liability: on an occurrence policy form covering all operations under this Project with combined single limits not less than:
  - a. \$1,000,000 Each Occurrence;
  - b. \$1,000,000 Personal Injury;
  - c. \$1,000,000 General Aggregate; and
  - d. \$1,000,000 Products-completed Operations Aggregate.

The State of Alaska and Alaska Energy Authority shall be named as an Additional insured.

3. Automobile Liability: covering all vehicles used in Project work, with combined single limits no less than \$1,000,000 each occurrence.

All of the above insurance coverage shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska and Alaska Energy Authority, whether self-insurance or otherwise.

The Authority's acceptance of deficient evidence of insurance does not constitute a waiver of Grant requirements.

## **5. Procurement and Suspension and Debarment**

When the Grantee enters into a transaction with an entity for the purchase of goods or services that are expected to equal or exceed \$25,000, or meet other special criteria as specified in 2 CFR section 180.220, the grantee is required to verify that the entity and its principals as defined in 2 CFR section 180.995, are not suspended or debarred or otherwise excluded from participating in the transaction. The Grantee must verify the eligibility of the entity and its principals by one of the following: (1) checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA) (Note: EPLS is no longer a separate system; however, the OMB guidance and agency implementing regulations still refer to it as EPLS) and available at <https://www.sam.gov/portal/public/SAM/>), (2) collecting a certification from the entity, or (3) adding a clause or condition to the covered transaction with that entity stating it is not suspended or debarred from participating in the transaction (2 CFR section 180.300).



**Appendix B1 Standard Provisions for General Design & Construction Grant**

**1. Declaration of Public Benefit**

The parties acknowledge and agree that the Project shall be constructed, owned and operated for the benefit of the general public and will not deny any person use and/or benefit of Project facilities due to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

**2. Grantee Project Manager**

For construction projects, the Grantee will contract or hire competent persons to manage all phases of the Project. Work at a minimum will include; management of Grantee's labor for the project, engineering firms and consultants, procurement, management of construction contractors, selection of equipment, review of plans and specifications, on-site inspections and review and approval of work, and other duties to ensure that the completed work conforms with the requirements of the grant and the construction documents.

If the Grantee fails to provide adequate project management the Authority may terminate the Grant or assume project management responsibilities with the concurrence of the Grantee. Costs for a Grantee Project Manager must be reasonable to be considered an eligible grant expense.

**3. Approval to Proceed With Next Phase**

A grant award may be for one or more phases of a project. The Grantee must achieve substantial completion of work or of designated grant milestones and receive approval from the Authority prior to proceeding to the next phase of work.

**4. Contracts for Engineering Services**

In the event the Grantee contracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska and provide proof of licensing and required professional liability insurance.

Unless otherwise agreed by the Authority, the insurance required by this section shall, at a minimum, included professional liability insurance covering all errors, omissions or negligent acts in the performance of professional services under this agreement, with limits required per the following schedule:

<b><u>Contract Amount</u></b>	<b><u>Minimum Required Limits</u></b>
Under \$ 100,000	\$ 300,000 per Occurrence/Annual Aggregate
\$ 100,000-\$ 499,999	\$ 500,000 per Occurrence/Annual Aggregate
\$ 500,000-\$ 999,999	\$ 1,000,000 per Occurrence/Annual Aggregate
\$ 1,000,000 or over	Refer to Risk Management

## **5. Site Control**

If the grant Project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property. The Grantee is responsible for securing the real property interests necessary for the construction and operation of the Project, through ownership, leasehold, easement, or otherwise, and for providing evidence satisfactory to the Authority that it has secured these real property interests.

## **6. Permits**

It is the responsibility of the Grantee to identify and ensure that all permits required for the construction and operation of this Project by the Federal, State, or Local governments have been obtained unless otherwise stated in Appendix C. These permits may include, but are not limited to, Corps of Engineers, Environmental Protection Agency, Alaska Department of Environmental Conservation, State Historic Preservation Office, State Fire Marshal, Alaska Department of Natural Resources, Alaska Department of Fish and Game and Boroughs.

## **7. Exclusion of Existing Environmental Hazards**

Grant funds for investigation, removal, decommissioning, or remediation of existing environmental contamination or hazards, are not allowed unless specifically specified and approved in Appendix C.

## **8. Environmental Standards**

The Grantee will comply with applicable environmental standards, including without limitation applicable laws for the prevention of pollution, management of hazardous waste, and evaluation of environmental impacts.

## **9. Current Prevailing Rates of Wage and Employment Preference**

To the extent required by federal and State law construction projects may require certain Grantees to include the requirements for Davis Bacon and Little Davis Bacon when contracting for construction services. This requires contractors to pay minimum rates of pay for specific classes of workers and provide certified payrolls to the State Department of Labor. The current wage rates can be found at the following web sites:

The Federal wage rates at <http://www.wdol.gov/>

The State wage rates at <http://www.labor.state.ak.us/lss/pamp600.htm>

If federal funding sources require federal Davis Bacon compliance, the Grantee must use both the Federal and State wage scale and the contractor is required to pay the higher of the State or Federal wage scale. When only State Funds are used that requires "Little Davis Bacon," the Grantee is only required to follow the State Rate schedule.

For projects that are only State funded, contractors are also required to use local residents where they are available and qualified in accordance with AS 36.10.150-180, and 8 AAC 30.064 - 088.

The Grantee is responsible for identifying any other sources of project funds and for ensuring compliance with applicable wage scales for all sources of project funding. If a Grantee believes they or their contractors may be exempt from these requirements, they should contact the State of Alaska Department of Labor and Workforce Development, Wage and Hour Administration, for a determination and forward a copy of that determination to the Authority's Grant Administrator.

#### **10. Construction Plans and Specifications Review**

Prior to public notice of bidding a construction project the Grantee will provide the plans and specifications to the Authority for review. Concurrence that the plans and specifications are consistent with the grant award must be received before grant funds will be released for construction related costs.

#### **11. Construction Insurance and Bonding**

When the value of the construction is anticipated to be greater than \$100,000, prior to beginning construction on a project funded by this grant, the Grantee or Grantee's contractor(s) must provide the Authority; either a payment and performance bond, as may be required by AS 36.25.010, a surety in form and substance acceptable to the Authority, or some other guarantee or assurance acceptable to the Authority that the Grantee or the Grantee's contractor has the capacity, qualifications, and financial resources necessary to complete construction of the project as proposed in the grant or construction contract(s) funded by this grant.

#### **12. Post Construction Certification**

Upon completion of construction the Grantee will submit a final report that includes:

- Certification that all work is completed in accordance with the grant and all costs claimed are eligible costs and represent work completed on the Project;
- Summary of total project cost including detailed funding sources and any outstanding debt;
- Certification that there is a release of any contractor or subcontractor liens on the project;
- Identification of any outstanding construction issues;
- Demonstration that appropriate insurance is in place and,
- As-built drawings.

#### **13. Ownership of Facilities**

The Grantee shall assume all liabilities arising from the ownership and operation of the Project. Grantee will not sell, transfer, encumber, or dispose of any of its interest in the facilities constructed with this grant funding during the economic life of the project without prior written approval of the Authority.

#### **14. Operation and Maintenance of Facilities**

The Grantee is required to maintain and operate the facilities defined in Appendix C of this agreement for the economic life of the facility or the specific period of time designated herein.

In the event that the Grantee is no longer operating the facilities for the intended purposes the Authority may require the Grantee to reimburse the Authority an amount based on the total contribution of the Authority, the value of the assets, and the terms and conditions of this agreement. The Authority may require that the assets acquired under this agreement be sold and the proceeds returned to the Authority.

#### **15. Performance/Operation and Maintenance (O&M) Reporting**

If the grant is for Project construction, the Grantee must provide the Authority with a Performance/O&M Report annually for ten years after Project completion. The Performance/O&M Report must include: (1) a detailed description of Project operations and maintenance activities and issues; and (2) a detailed description of Project performance, including energy output, estimated fuel savings resulting from the operation of the Project, and any other relevant measures of Project performance reasonably requested by the Authority, a description of repairs and modifications to the Project, and recommendations for improvements for similar future projects.

The Authority may take into account the Grantee's failure to provide the required annual Performance/O&M Report in evaluating future applications from the Grantee for grant funds. The Authority encourages Grantees to provide annual Performance/O&M reports for the life of the Project, and may consider the Grantee's voluntary submittal of annual Performance/O&M reports beyond the first ten years in evaluating future applications from the Grantee for grant funds.

#### **16. Tariffs & Rates for Use of Grant-Funded Assets**

Rates for power provided as a result of generation or transmission facilities built with grant funds may be subject to review and approval by the Regulatory Commission of Alaska (RCA), or if the rates are not subject to RCA review and approval, they may be subject to review and approval by the Authority to ensure reasonable and appropriate public benefit from the ownership and operation of the Project.

As a condition of the grant, Independent Power Producers will agree to sell energy resources for electricity and heat at a cost-based rate for the economic life of the project. The Authority will hire an independent economist to provide guidance in developing a cost-based rate for electric sales with an appropriate rate of return on equity.

The allowable cost-based rate represents the highest rate that the Independent Power Producer will be allowed to charge. Because the cost-based rates are a grant condition, avoided costs rates or Public Utility Regulations Policies Act (PURPA) rates will not apply for projects which obtain grant funding.

Application for a Certification of Public Convenience and Necessity (CPCN) is also a grant condition. RCA action related to the issuance of the CPCN must be completed prior to the issuance of any construction grant funding.

#### **17. Grant-funded Assets Not Included with PCE**

The Grantee agrees that it will not include the value of facilities, equipment, services, or other benefits received under this grant as expenses under the Power Cost Equalization Program or as expenses on which wholesale or retail rates or any other energy tariffs are based.

## **Appendix C Grantee Proposal/Scope of work**

The Haines Borough will complete the final design and installation of low emissions, high efficiency pellet-fired boiler systems to heat the Haines School and Pool, Chilkat Center, Sewer Treatment Plant, Water Treatment Plant, Vocational Education Building, Library, old City Shop, new City Shop, Public Safety Building, and the Sheldon Museum. This project is estimated to displace a total of 80,000 gallons per year of fuel oil using 695 tons of pellets per year.

A 65-percent final design must be complete and accepted by the Authority prior to release of funds for materials, equipment, etc. requiring long lead time.

A 95-percent final design must be complete and accepted by the Authority prior to release of construction funds.

The achievement of milestones defines when tasks are eligible for reimbursement. Once a milestone has been reached, the expenses related to that milestone's reimbursable tasks are eligible for reimbursement. Reimbursements are contingent upon all costs being properly supported with the required documentation as described in Appendix E. The following table outlines the milestones, reimbursable tasks, budget, schedule, and deliverables for this grant.

BTU meters, or approved alternative, will be required to measure the amount of heat delivered by this system. This information will be reported to AEA for 10 years following the start-up of the system.

This grant does not require design and construction of all buildings at one time. However, prerequisite deliverables must be met for a building prior to initiating its construction.

Haines Borough has committed to making \$41,000 in energy efficiency improvements and a pellet boiler installation in the elder home. Before requesting final payment, the Borough must provide documentation that the improvements have been completed. The Borough shall also provide an estimate of energy savings resulting from the efficiency measures.

Milestone	Reimbursable Task	Budget	Start Date	End Date	Deliverable
<b>1) Final Design</b>		\$ 100,000	Sep 2014	Jun 2015	
	Conduct Kick-off Meeting				Meeting Minutes
	Complete 65% Design				Design Review
	Procure long lead items after 65% acceptance				
	Complete 95 % Design with Cost Estimate				95 % Design with Cost Estimate & Schedule – Design Review
	Construction Documents				Construction Documents
	Final Business Plan				Final Business Plan
	Final Permits and Site Control				Final Permits and Site Control
	Fuel Supply/Storage Plan				Fuel Supply/Storage Plan
<b>2) Construction</b>		1,234,848	Jun 2015	Sep 2016	
	Pre-construction Meeting with Final Construction Cost Estimate and Construction Schedule by Contractor				Meeting Minutes
	Procurement and Mobilization				Monthly Reports
	On-site Construction				Monthly Reports
	Conduct Substantial Completion Inspection				Substantial Completion Report w/Punch list
<b>3) Start-up and Testing</b>		25,000	Sep 2016	Oct 2016	
	Startup and Testing				Startup and Testing Report
	Complete Punch list Items				Field Report w/ Certificate of Completion
<b>4) Project Closeout</b>	Project Closeout	<u>15,000</u>	Nov 2016	Dec 2016	Provide electronic file of closeout document
<b>5) System Performance Monitoring</b>	Administrated By Community		Oct 2016	Oct 2026	Performance data
	Total	\$ <u>1,374,848</u>			

**Appendix D Project Management & Reporting Requirements**

**1. Project Management**

The Grantee will notify the Authority immediately of any significant organizational changes during the term of the grant, including changes in key personnel or tax status, any unforeseen problem or project delay that may cause a change to the work plan or budget or that may otherwise affect the Grantee's ability to perform its commitments under this Grant Agreement. Any unreported or unapproved changes to the work plan or budget evident in reports may result in an amendment being required, costs disallowed, suspension or termination of the grant as described in Appendix A.

**2. Contact Persons**

For the Grantee	For The Authority
<p><b>Grant Manager</b></p> <p>Darsie Culbeck            P.O. Box 1209            Haines, AK 99827  <a href="mailto:dculbeck@haines.ak.us">dculbeck@haines.ak.us</a>            907-766-2231</p>	<p><b>Grant Manager</b></p> <p>Shawn Calfa, Grants Administrator            813 W. Northern Lights Blvd.            Anchorage, Alaska 99503  <a href="mailto:scalfa@aidea.org">scalfa@aidea.org</a>            907-771-3031</p>
<p><b>Project Manager</b></p> <p>Darsie Culbeck            P.O. Box 1209            Haines, AK 99827  <a href="mailto:dculbeck@haines.ak.us">dculbeck@haines.ak.us</a>            907-766-2231</p>	<p><b>Project Manager</b></p> <p>Jim Vail            813 W. Northern Lights Blvd.            Anchorage, Alaska 99503  <a href="mailto:Jvail@aidea.org">Jvail@aidea.org</a>            907-771-3064</p>

**3. Monthly Progress and Financial Reports**

The Grantee will provide monthly progress and financial reports by email (or other method allowed by the Authority, if email is not available) to the Authority Project Manager. These reports are due starting the first full month after the execution of this Agreement. This report must update the Authority on the project's progress, regulatory and compliance issues, possible delays, and grant expenditures during the month. These Monthly Progress Reports, which are due within 30 days of the end of the previous month, must summarize, in one or two pages, the progress made on grant tasks during the month and identify any difficulties in completing tasks or meeting goals or deadlines. The Grantee must also include with the report copies of any work products due to the Authority during this period.

Reports are considered late five (5) days after the due date. No further payments will be made without submission and approval of required reports. Work completed after the twenty-day period when required reports have not been submitted is at the Grantee's risk, and costs incurred may be disallowed. Repeated failure to submit reports in a timely manner could result in suspension or termination of the grant.

All reports and deliverables required in this agreement must have been submitted and approved by the Authority prior to the final payment being released.

**4. *Documentation and Record Keeping***

The Grantee shall maintain the following in their files:

- Grant application,
- Grant agreement and any amendments,
- All written correspondence or copies of emails relating to the Grant,
- Reports, including any consultant work products,
- A separate accounting of grant income and expenditures,
- Supporting documentation for the expenditures charged to the grant (including supporting documentation for all required matching contributions).

The Authority and any authorized federal representative may inspect, in the manner and at any reasonable time either considers appropriate, the Grantee's facilities, records, and activities funded by this Grant Agreement.



## Appendix E Project Budget & Reimbursement Provisions

### 1. Allowable Costs

Allowable costs under this grant include all reasonable and ordinary costs for direct labor & benefits, travel, equipment, supplies, contractual services, construction services, and other direct costs identified and approved in the Project budget that are necessary for and incurred as a direct result of the Project and consistent with the requirements noted in Appendix B 3 Eligible Costs.

A cost is reasonable and ordinary if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.

Allowable costs are only those costs that are directly related to activities authorized by the Grant Agreement and necessary for the Project. The categories of costs and additional limits or restrictions are listed below:

#### a. Direct Labor & Benefits

Include salaries, wages, and employee benefits of the Grantee's employees for that portion of those costs attributable to the time actually devoted by each employee to, and necessary for the Project. Direct labor costs do not include bonuses, stock options, other payments above base compensation and employee benefits, severance payments or other termination allowances paid to the Grantee's employees.

#### b. Travel, Meals, or Per Diem

Include reasonable travel expenses necessary for the Project. These include necessary transportation and meal expenses or per diem of Grantee employees for which expenses the employees are reimbursed under the Grantee's standard written operating practice for travel and per diem or the current State of Alaska Administrative Manual for employee travel.

#### c. Equipment

Include costs of acquiring, transporting, leasing, installing, operating, and maintaining equipment necessary for the Project, including sales and use taxes.

Subject to prior approval by the Authority Project Manager, costs or expenses necessary to repair or replace equipment damage or losses incurred in performance of work under the grant may be allowed. However, damage or losses that result from the Grantee's employees, officer's, or contractor's gross negligence, willful misconduct, or criminal conduct will not be allowed.

#### d. Supplies

Include costs of material, office expenses, communications, computers, and supplies purchased or leased by the Grantee necessary for the Project.

**e. Contractual services**

Include the Grantee's cost of contract services necessary for the Project. Services may include costs of contract feasibility studies, project management services, engineering and design, environmental studies, field studies, and surveys for the project as well as costs incurred to comply with ecological, environmental, and health and safety laws.

**f. Construction Services**

For construction projects this includes the Grantee's cost for construction contracts, labor, equipment, materials, insurance, bonding, and transportation necessary for the Project. Work performed by the Grantee's employees during construction may be budgeted under direct labor and benefits. Contracted project management or engineering may be budgeted under contractual services and major equipment purchases made by the Grantee may be budgeted under equipment.

**g. Other Direct Costs**

In addition to the above the following expenses necessary for the Project may be allowed.

- Net insurance premiums paid for insurance required for the grant Project;
- Costs of permits and licenses for the grant Project;
- Non-litigation legal costs for the Project directly relating to the activities; in this paragraph, "non-litigation legal costs" includes expenses for the Grantee's legal staff and outside legal counsel performing non-litigation legal services;
- Office lease/rental payments;
- Other direct costs for the Project directly relating to the activities and identified in the grant documents; and/or
- Land or other real property or reasonable and ordinary costs related to interests in land including easements, right-of-ways, or other defined interests.

**2. Specific Expenditures not allowed**

Ineligible expenditures include costs for overhead, lobbying, entertainment, alcohol, litigation, payments for civil or criminal restitution, judgments, interest on judgments, penalties, fines, costs not necessary for and directly related to the grant Project, or any costs incurred before the beginning date of the grant as indicated on the signature page.

Overhead costs described in this section include:

- salaries, wages, applicable employee benefits, and business-related expenses of the Grantee's employees performing functions not directly related to the grant Project;
- office and other expenses not directly related to the grant Project; and
- costs and expenses of administration, accounting, human resources, training, property and income taxes, entertainment, self-insurance, and warehousing.

### **3. Match**

The Grantee is required to provide \$ 86,448 in cash match and \$ 51,000 in in-kind match for this Project. Cash match will be applied based on a percentage basis unless otherwise specified in the budget in Appendix C.

### **4. Cost Share Match Requirements**

Cost sharing or matching is that portion of the Project costs not borne by the Authority. The Authority will accept all contributions, including cash and in-kind, as part of the Grantees' cost sharing or matching when such contributions meet the following criteria:

- Are provided for in the Project budget;
- Are verifiable from the Grantee's records;
- Are not included as contributions for another state or federally assisted project or program; (The same funds cannot be counted as match for more than one program.)
- Are necessary and reasonable for proper and efficient accomplishment of the Project or program objectives;
- Are allowable costs;
- Are not paid by the State or federal government under another award, except for those authorized by the State or federal statute to be used for cost sharing or matching;
- Must be incurred within the grant eligible time period. The Authority may allow cost sharing or matching contributions that occurred prior to the grant eligible time period for projects that involve construction.

### **5. Valuing In-Kind Support as Match**

If the Grantee chooses to use in-kind support as part of or its entire match, the values of those contributions must be approved by the Authority at the time the budget is approved. The values will be determined as follows:

- The value of real property will be the current fair market value as determined by an independent third party or a valuation that is mutually agreed to by the Authority and the Grantee and approved in the grant budget.
- The value assessed to Grantee equipment or supplies will not exceed the fair market value of the equipment or supplies at the time the grant is approved or amended.
- Equipment usage will be valued based on approved usage rates that are determined in accordance with the usual accounting policies of the recipient or the rates for equipment that would be charged if procured through a competitive process. Rates paid will not exceed the fair market value of the equipment if purchased.
- Rates for donated personal services will be based on rates paid for similar work and skill level in the recipient's organization. If the required skills are not found in the recipient organization, rates will be based on rates paid for similar work in the labor market. Fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
- Transportation and lodging provided by the Grantee for non-local labor will not exceed the commercial rates that may be available within the community or region.

## **6. Grant Disbursements**

The Grantee must request disbursement of grant funds in the form and format required by the Authority with appropriate back-up documentation and certifications. (See Attachment 1).

Reimbursements are made for actual costs incurred and must be for approved milestones. The back-up documentation must demonstrate the total costs incurred are allowable, and reflect the amount being billed. Documentation must include:

- A ledger summarizing cost being billed;
- A summary of direct labor costs supported by timesheets or other valid time record to document proof of payment;
- Travel and per-diem reimbursement documentation;
- Contractor or vendor pay requests;
- Itemized invoices and receipts; and
- Detailed ledger of costs being charged to this grant.

Additionally, the Grantee may be required to provide proof of payment of the incurred costs at the request of the Authority.

Payment of grant funds will be subject to the Grantee complying with its matching contribution requirements of the Grant.

Payment of grant funds will be made by the Authority to the Grantee within 30 days from receipt of a properly completed, supported, and certified Reimbursement Request (See Attachment 1).

## **7. Withholding of Grant Funds**

If, upon review of the monthly billings, the Authority discovers errors or omissions in the billings it will notify the Grantee within thirty (30) days of receipt of the billing. Payment for the portion of billings for which there is an error or omission may be withheld pending clarification by Grantee.

Grant funds may be withheld for the following reasons:

- The Grantee fails to provide adequate back-up documentation.
- The Authority determines that a specific expense is not allowed under the grant.
- The Grantee's matching contribution requirements are not met.

**Up to 10%** of the Authority's contribution of grant funds may be retained by the Authority until the Project is completed and all required final documentation and reports are received and accepted by the Authority.

## **8. Advance Disbursements**

In most instances, payments to a Grantee will be made on a cost reimbursable basis. If the Authority determines that cost reimbursement will significantly inhibit the Grantee's ability to perform the Project and determines that an advance is in the public interest, the Authority may recommend an advance to the Grantee of an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the grant amount, whichever amount is less.

Before the Authority will issue an advance, the Grantee must provide in writing, and the Authority must approve a "Request for Advance Payment" form which includes:

- a. justification of the need for the advance;
- b. documentation of anticipated line item costs associated with the advance.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Authority when requested to do so by the Authority, or at termination of the Grant Agreement.

**9. *Unexpended Grant Funds and Interest Earned***

Any grant funds not expended under this agreement and any interest accruing on the grant funds belong to the Authority and shall be returned to the Authority.

**10. *Budget Adjustments and Changes***

When a Grantee faces increased unbudgeted costs, the Grantee should contact the Authority Project Manager. Budget adjustments **cannot** increase the grant award amount. Cost overruns that may require reduced scope of work will require Authority approval and an amendment to the grant. If a budget adjustment or other changes indicate to the Authority Project Manager that the project cannot be completed as currently planned and budgeted for, the Authority Project Manager will not approve the release of additional grant funds until the Grantee provides sufficient information on how the Grantee intends to complete the revised project.

Budget Adjustments

The Grantee shall identify budget changes on its Financial Reports submitted to the Authority.

At least quarterly, the Authority will compare actual costs to budgeted distributions based on the Financial Report/Request for Reimbursement form. Costs charged to grant funds must reflect adjustments made as a result of the activity actually performed. The budget estimates or other distribution percentages must be revised at least quarterly, if necessary, to reflect changed circumstances.

**Attachment 1 Financial Report/Request for Reimbursement Form**

**THIS REQUEST IS FOR FINAL PAYMENT**

Grantee: Borough of Haines

Project: Haines Borough Municipal Buildings Biomass

Period: \_\_\_\_\_ to \_\_\_\_\_

Grant Number: 7071021

BUDGET SUMMARY	A	B	C	D = B + C	E = A - D
	TOTAL GRANT BUDGET	PRIOR EXPENDITURES	EXPENDITURES THIS PERIOD	TOTAL EXPENDITURES	GRANT BALANCE
<b>BY TASK OR MILESTONE</b>					
Final Design	\$ 100,000				
Construction	1,234,848				
Start-up and Testing	25,000				
Closeout	<u>15,000</u>				
<b>TOTAL</b>	<b>\$ <u>1,374,848</u></b>				
<b>BY FUND SOURCES</b>					
Grant Funds	\$ 1,237,400				
Grantee Match - Cash	86,448				
Grantee Match - In-Kind	<u>51,000</u>				
<b>TOTAL</b>	<b>\$ <u>1,374,848</u></b>				

Please submit this form and the supporting documentation to [aeapayables@aidea.org](mailto:aeapayables@aidea.org)

**CERTIFICATION**

Form requires two original signatures. The person certifying must be different from the person preparing the report. One signature should be the authorized representative of the Grantee organization or highest ranking officer; the other should be the person who prepared the report.

I certify to the best of my knowledge and belief that the information reported on both the Financial Report above and the attached Progress Report are correct. In addition, funds were spent and work performed in accordance with the grant agreement terms and conditions.

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**Attachment 2 Progress Report Form**

**Grantee:** Haines Borough

**Project Name:** Haines Borough Municipal Building Biomass Project

**Grant # 7071021**

**Period of Report:** \_\_\_\_\_ to \_\_\_\_\_

**Project Activities Completed:**

**Existing or Potential Problems:**

---

**Activities Targeted for Next Reporting Period:**

**Prepared By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Attachment 3 Notice of Project and Grant Closeout**

**NOTICE OF PROJECT AND GRANT CLOSEOUT  
ALASKA ENERGY AUTHORITY**

Project Name: Haines Borough Municipal Building Biomass Project

Grantee: Haines Borough

Grant Number: 7071021

The Alaska Energy Authority certifies and acknowledges that the Project referenced above has been completed, and that all tasks have been satisfactorily carried out in accordance with the terms and conditions of Agreement Number: 7071021.

\_\_\_\_\_  
Project Manager  
Alaska Energy Authority

\_\_\_\_\_  
Date

Haines Borough certifies that the Project named above is complete in accordance with the terms and conditions of Alaska Energy Authority Agreement Number: 7071021.

Haines Borough also certifies that, we have been reimbursed for all eligible expenses pertaining to 7071021, and that as of the date of signature, no further reimbursements will be requested for any activity related to the Project identified above.

Pursuant to Appendix B1 #15 'Performance/Operation and Maintenance (O&M) Reporting', the Grantee is required to provide detailed reports annually, for ten years.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



**Attachment 4 Grantee Certification**

**CERTIFICATION OF GRANTEE AND LOWER-TIER PARTICIPANTS  
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**Grantee**

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

I, David B. Sosa Borough Manager hereby certify on behalf  
(Name and title of official)  
of Haines Borough that:

- (1) The prospective Grantee and lower tier participant certifies, by submission of this letter, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. In the event, your company or any principals become ineligible from participating in federally funded transactions, you are required to notify us immediately.
- (2) When the prospective Grantee and lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this 19<sup>th</sup> day of August, 20 14

By: DBS

(Signature of authorized official)

Borough Manager  
(Title of authorized official)

**DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 49 CFR Part 29; Executive Order 12549**  
[Applicable to all Federal-aid contracts which exceed \$25,000]

**Instructions for Certification:**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective Grantee and lower tier participants knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, THE AUTHORITY may pursue available remedies, including suspension and/or debarment.
2. The prospective Grantee and lower tier participants shall provide immediate written notice to THE AUTHORITY if at any time the prospective Grantee and lower tier participants learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact THE AUTHORITY for assistance in obtaining a copy of those regulations.
4. The prospective Grantee and lower tier participants agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by THE AUTHORITY.
5. The prospective Grantee and lower tier participants further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
7. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, THE AUTHORITY may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction**

- (1) The prospective Grantee and lower tier participants certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 CFR §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective Grantee and lower tier participants is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Grantee, Haines Borough certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of, 49 CFR §29 apply to this certification and disclosure, if any.

Signature of Grantee's Authorized Official: 

Name and Title of Grantee's Authorized Official: David B. Sosa Borough Manager

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

**Attachment 5 O&M Reporting**

Annual Pellet - Biomass Performance and O&M report		
Project:	Author:	Report Date:
Location:	Grant#:	Reporting Period:
	Phone#:	

Is Operations and Maintenance conducted by the same operator who runs the diesel system? Y/N

If yes, approximately what percentage of the operator's time per year is spent on the renewable energy portion if the system? \_\_\_\_\_%

**A. Project Performance**

Thermal						
Date	Biomass Fuel Tons of Pellets	Average Biomass Fuel Price (\$/ton)*	BTU Delivered (using 16,000,000 Btu/ ton pellets) (CALCULATED or measured)	Local Fuel Oil Price Used for Heating (\$/gallon)	Average Diesel Efficiency of Offset Heating System (%)	Renewable Energy System Operation and Maintenance Total Cost (\$)
Jan						
Feb						
Mar						
Apr						
May						
June						
July						
Aug						
Sept						
Oct						
Nov						
Dec						
To date						\$

<b>Electrical</b>					
<b>Date</b>	<b>Biomass Fuel Tons of Pellets</b>	<b>Average Biomass Fuel Price (\$/ton)*</b>	<b>Net Generation Biomass kWh</b>	<b>Net Generation Diesel kWh</b>	<b>Total Net Generation kWh</b>
Jan					
Feb					
Mar					
Apr					
May					
June					
July					
Aug					
Sept					
Oct					
Nov					
Dec					
To date					

<b>Electrical</b>				
<b>Date</b>	<b>Station Service kWh</b>	<b>Local Fuel Oil Price Used for Electric Generation (\$/gallon)</b>	<b>Average Diesel Efficiency (kWh/gallon)</b>	<b>Renewable Energy System Operation and Maintenance Total Costs (\$)</b>
Jan				
Feb				
Mar				
Apr				
May				
June				
July				
Aug				
Sept				
Oct				
Nov				
Dec				
To date				

**B. Operation and Maintenance Renewable Energy System only (Compiled from daily log of operational history)**

Pellet Biomass			
Date	Downtime (hrs)	Total O&M/Repair Costs (\$)*	Total Repair Cost (\$)*
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

\* Includes both labor and materials/parts

**C. Narrative (Provide narrative of operational performance over the reporting year)**

**D. Daily Logs (please attach copies)**



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-519

Assembly Meeting Date: 11/12/14

Business Item Description:	Attachments:
Subject: Accept FY 2015 Designated Legislative Grant for High School Roof Upgrades (\$60,000)	1. Resolution 14-11-597 2. Grant Agreement
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 11/6/14	

**Full Title/Motion:**  
Motion: Adopt Resolution 14-11-597.

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

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$	\$	\$	Reduced Maintenance Costs

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives: Objective 2B, page 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**Summary Statement:**

The Haines Borough owns the Haines School and has a project in place to repair deferred maintenance and deficiencies to the high school roof. The Borough has been appropriated an FY 2015 Designated Legislative Grant per AS 37.05.315 for the purpose of High School Roof upgrades in the amount of \$60,000. This resolution is to accept the grant and authorize the Borough Manager to enter into a grant agreement with the Department of Commerce, Community, and Economic Development.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 11/12/14	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly accepting an FY 2015 Designated Legislative Grant in the amount of \$60,000 for the purpose of High School Roof upgrades and authorizing the Borough Manager to enter into a grant agreement with the Department of Commerce, Community, and Economic Development.**

**WHEREAS**, the Borough Assembly is the governing body of the Haines Borough; and

**WHEREAS**, the Borough owns the Haines School and has a project in place to repair deferred maintenance and deficiencies to the high school roof; and

**WHEREAS**, the Haines Borough has been appropriated an FY 2015 Designated Legislative Grant per AS 37.05.315 for the purpose of High School Roof upgrades in the amount of \$60,000,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly hereby accepts the FY 2015 Designated Legislative Grant in the amount of \$60,000 for the purpose of High School Roof upgrades and authorizes the Borough Manager to enter into a grant agreement with the Department of Commerce, Community, and Economic Development.

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

\_\_\_\_\_  
Janice Hill, Borough Mayor

Attest:

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



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

## Designated Legislative Grant Program Grant Agreement

Grant Agreement Number 15-DC-059	Vendor Number CIH84871	Amount of State Funds \$60,000.00	
Encumbrance Number/AR/Lapse Date / 9956 /06/30/2019		Project Title High School Roof	
Grantee		Department Contact Person	
Name Haines Borough		Name Kate Walters	
Street/PO Box PO Box 1209		Title Grant Administrator II	
City/State/Zip Haines, AK 99827		Street/PO Box PO Box 110809	
Contact Person Krista Kielsmeier		City/State/Zip Juneau, AK 99811-0809	
Phone (907) 766-2231	Fax (907) 766-2716	Phone (907) 465-2023	Fax (907) 465-5867
Email kkielsmeier@haines.ak.us		Email kate.walters@alaska.gov	

### AGREEMENT

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and Haines Borough (hereinafter 'Grantee') agree as set forth herein.

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed \$60,000.00.

**Section II.** The Grantee shall perform all of the work required by this Agreement.

**Section III.** The work to be performed under this Agreement begins 07/01/2014 and shall be completed no later than 06/30/2019.

**Section IV.** The Agreement consists of this page and the following:

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
  2. Project Budget
  3. Project Management
  4. Reporting
- Attachment B: Payment Method  
Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

Grantee	Department
Signature 	Signature 
Printed Name and Title David Sosa, Borough Manager	Printed Name and Title Jolene Julian, Grants Administrator III
Date 23 Jul 2014	Date 8/4/14



# Attachment A

## Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$60,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 10, and Line 27] is to provide funding to Haines Borough for use towards High School Roof. The objective of this project is to repair deferred maintenance and deficiencies to the high school roof.

This project may include, but is not limited to:

- Design
- Materials
- Construction Administration
- Construction

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

### 2. Project Budget

Cost Category	Total Project Costs
Project Funds	\$58,200.00
Administration	\$1,800.00
<b>Total Grant Funds</b>	<b>\$60,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent

revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

## **Attachment B Payment Method**

### **1. Reimbursement Payment**

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

### **2. Advance Payment**

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

### **3. Withholding of Ten Percent (10%)**

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

## Attachment C Standard Provisions

### Article 1. Definition

“Department” refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

### Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

### Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

### Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

### Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

### Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

**Article 7.**

**Retention of Records**

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

**Article 8.**

**Assignability**

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

**Article 9.**

**Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

**Article 10.**

**Program Income**

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

**Article 11.**

**Amendments and Modifications**

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

**Article 12.**

**Recordkeeping**

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

**Article 13.**

**Obligations Regarding Third-Party Relationships**

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

**Article 14.**

**Conflict of Interest**

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

**Article 15. Political Activity**

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**Article 16. Notices**

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

**Article 17. Prohibition Against Payment of Bonus or Commission**

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**Article 18. Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

**Article 19. Termination for Cause**

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

**Article 20. Withdrawal of Funds**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

**Article 21. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

**Article 22. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

**Article 23. Jurisdiction**

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

**Article 24. Ownership of Project/Capital Facilities**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

**Article 25. Site Control**

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

**Article 28. Governing law**

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

**Article 30. Equal Employment Opportunity (EEO)**

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.



If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

**Article 32. Operation and Maintenance**

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

**Article 33. Assurance**

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

**Article 34. Current Prevailing Rates of Wage**

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

**Article 35. Severability**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

**Article 36. Performance**

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

## Appendix A

### State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

#### **Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)**

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

#### **Restriction on Use—AS 37.05.321**

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

#### **Hiring Preferences—AS 36.10**

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

#### **Historic Preservation Act—AS 41.35**

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

#### **Fire Protection—AS 18.70**

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

#### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

### **Permits and Environmental Procedures**

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-521

Assembly Meeting Date: 11/12/14

Business Item Description:	Attachments:
Subject: Authorize Contract for the Picture Point Wayside project	1. Resolution 14-11-598 2. Bid Solicitation
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 11/7/14	

**Full Title/Motion:**  
Motion: Adopt Resolution 14-11-598.

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

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ < 120,000 (estimate)	\$ 120,000	\$ 0	N/A

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives: Objective 8A, Page 203	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

**Summary Statement:**

The Haines Borough recently issued a request for sealed bids for the Picture Point Wayside project. The project was awaiting state permitting and now is ready to proceed. The work includes fill and grading lot improvements as designed by PND Engineers, Inc. to facilitate multiple stages of Picture Point upgrades. The Borough is seeking clarification whether a portion of the work must be complete before the end of the calendar year to satisfy the National Scenic Byways Program granting agency. The Director of Public Facilities recommends changing the scope of work in an effort to substantially lower the cost from the engineer's estimate of \$150,000, without reducing the quality of the final product. This change in scope requires an addendum that would push back the due date for bids beyond the 11/12/14 assembly meeting. The Borough Manager is requesting pre-authorization to award a contract for an amount not to exceed \$120,000 to the lowest qualified bidder for the Picture Point Wayside project. The Borough has sufficient funding from Picture Point Acquisition and Wayside Improvements grants and budgeted local match.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 11/12/14	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to award and execute a contract for the Picture Point Wayside project for an amount not to exceed \$120,000.**

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

**WHEREAS**, the project was awaiting state right-of-way permitting and now is ready to proceed; and

**WHEREAS**, the work includes fill and grading lot improvements as designed by PND Engineers, Inc. to facilitate multiple stages of Picture Point upgrades conceptually designed by Bettisworth North Architects and Planners; and

**WHEREAS**, the Borough is seeking clarification whether a portion of the work must be complete before the end of the calendar year to satisfy the National Scenic Byways Program granting agency; and

**WHEREAS**, the Director of Public Facilities recommends changing the scope of work in an effort to substantially lower the cost from the engineer's estimate of \$150,000, without reducing the quality of the final product; and

**WHEREAS**, this change in scope requires an addendum that would push back the due date for bids beyond the 11/12/14 assembly meeting; and

**WHEREAS**, weather conditions likely would be less conducive for this type of work following the next regularly scheduled assembly meeting, on 12/16/14; and

**WHEREAS**, the Borough Manager is requesting pre-authorization to award a contract for an amount not to exceed \$120,000 to the lowest qualified bidder for the Picture Point Wayside project; and

**WHEREAS**, the Borough has sufficient funding from Picture Point Acquisition and Wayside Improvements grants and budgeted local match for this project,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to award and execute a contract for the Picture Point Wayside project for an amount not to exceed \$120,000.

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

\_\_\_\_\_  
Janice Hill, Borough Mayor

Attest:

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

# HAINES BOROUGH PUBLIC NOTICE

## REQUEST FOR SEALED BIDS

### PICTURE POINT WAYSIDE



Notice is hereby given that the Haines Borough will receive sealed bids for Picture Point Wayside. This project includes a base bid consisting of constructing a fill pad in the existing turn-out locally known as Picture Point. The Engineer's Estimate for all work is approximately \$150,000.

Sealed bids will be received by the Haines Borough, Post Office Box 1209, Haines, Alaska 99827, located at the Office of the Clerk, 103 Third Avenue S., Haines, Alaska 99827 until 2:00 PM prevailing time on **Wednesday, November 12, 2014**, at which time the bids will be publicly opened and read aloud in the Haines Borough Administration Building Conference Room. Clearly mark on the outside of the envelope "**Request for Bids, Picture Point Wayside, Opening Date November 12, 2014**". Proposals may not be withdrawn for thirty days following date of opening.

The Contract Documents, including one set of reduced scale drawings, may be obtained at the Haines Borough (Ph. 907-766-2231). A non-refundable fee of \$75.00 made payable to the Haines Borough is required for each set of contract documents. Additional charges will be required for special handling or delivery of the documents by means other than first class mail.

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the Haines Borough in the amount of five percent of the total bid price.

Prospective bidders are encouraged to attend a Pre-Bid Conference to be held in Haines on November 7, 2014 beginning at 11 AM at the Borough Assembly Chambers. Attendance by teleconference will be available by calling 1-800-315-6338. Callers will need to enter the following code: 28851# Questions regarding this project shall be directed to Carlos Jimenez, Public Facilities Director (Ph. 907-766-2231).

The Haines Borough reserves the right to reject any or all bids, to waive any informality in a bid, and to make award to the lowest responsive, responsible bidder as it may best serve the interest of the Borough.



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 14-518

Assembly Meeting Date: 11/12/14

Business Item Description:	Attachments:
Subject: Correct Manifest Clerical Error and Authorize Refund of 2013 Taxes Incorrectly Paid - Elks Property	1. Resolution 14-11-599 2. Report from the Assessor 3. Calculation Prepared by the Finance Director
Originator: Assessor and Finance Director	
Originating Department: Assessment and Finance	
Date Submitted: 11/6/14	

Full Title/Motion:
Motion: Adopt Resolution 14-11-599.

Administrative Recommendation:
This resolution is recommended by the Borough Manager.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ Approx. \$953.02	\$	\$	

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

Summary Statement:
<p>Staff discovered a clerical error tracing back to 2003 involving real property account C-MIS-02-0100 that overstated the square footage of the parcel and the property owner paid lawfully imposed taxes on the overstated area from 2003-2013. Staff recommends refunding only one year for the following reasons:</p> <ul style="list-style-type: none"> <li>• The owner was given 30 days to appeal the assessment each year</li> <li>• Square footage is on assessment notice and available online in the GIS system</li> <li>• State statute and borough code both stipulate a claim for refund of more than 1 year is forever barred</li> <li>• The borough's budget is based on a certified roll which is the final product after the appeal process</li> <li>• Per the state assessor's office, no roll can be 100% accurate, hence the appeal process</li> <li>• The borough does not go back years when an error is found in the property owner's favor.</li> <li>• Per the state assessor's office, most municipalities limit it to one year.</li> </ul>

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

Assembly Action:	
Meeting Date(s): 11/12/14	Public Hearing Date(s):
	Postponed to Date:



**A Resolution of the Haines Borough Assembly correcting a manifest clerical error involving real property account C-MIS-02-0100 for tax year 2013 and authorizing a refund in the amount of approximately \$953.02.**

**WHEREAS**, staff discovered a clerical error involving real property account C-MIS-02-0100 that overstated the square footage of the parcel as 38,000 square feet instead of the corrected square footage of 19,000; and

**WHEREAS**, the error has been traced back as far as January 1, 2003; and

**WHEREAS**, the Haines Borough Assessor has provided an assessment notice each year to the property owner which provided the total assessment for the property as well as the square footage the assessment was based on; and

**WHEREAS**, the property owner paid lawfully-imposed taxes on 38,000 square feet of property from tax years 2003 through 2013; and

**WHEREAS**, the property owner was given at least 30 days from the time of mailing the assessment notice in order to appeal the assessed value; and

**WHEREAS**, Alaska Statute 29.45.500(b) states that "a claim for refund filed one year after the due date of the tax is forever barred;" and

**WHEREAS**, although AS 29.45.500(b-c) and HBC 3.74.260(b-c) are sometimes interpreted as allowing a governing body the option of refunding more than one tax year, borough staff recommends limiting the refund to the 2013 tax year; and

**WHEREAS**, effective January 1, 2013, account C-MIS-02-0100 was taxed in error as a 38,000 Square foot parcel, with the amount paid in excess of the correct taxes due for a 19,000 SF parcel for 2013 equaled \$874.62; and

**WHEREAS**, prior to 2003, this property account was active with a legal description of Lot 1-4, Block 2, Mission Subdivision, 19,000 Square Feet; and

**WHEREAS**, Alaska Statute and Haines Borough code require that the Borough pay 8% interest when taxes billed in error are refunded and that amount is estimated to be \$75.00,

**NOW THEREFORE BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to make tax refunds for the 2013 tax year in the amount of approximately \$953.02 to Haines Elks Lodge, c/o Mike Luhr, with the final amount to be adjusted by the Chief Fiscal Officer to reflect the exact amount of interest due on the payment date.

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

Attest:

\_\_\_\_\_  
Janice Hill, Mayor

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



**Office of the Assessor**

HAINES BOROUGH, ALASKA  
P.O. BOX 1209  
HAINES, AK 99827  
(907) 766-2711 \* FAX (907) 766-2716

**9/3/2014**

**Correction of Property Assessment Error**

**Pursuant to AS 29.45.500 (b). Refund of Taxes & Borough Code 3.74.260 (A), (B), & (C)**

**PIN: C-MIS-02-0100**

**Owner: Haines Elks Lodge BPOE #2634 c/o Mike Luhr**

**Address: P.O. Box 857, Petersburg, AK 99833**

Resultant of the discovery of an error in the calculation of lot size, relating to the above referenced property, legally described as Blk. 2, Lots 1-4, Mission Subdivision, Haines Townsite, with the property identification number (PIN), C-MIS-02-0100, the Real Property owner is hereby notified of a correction of assessed value for previous tax years in error, and may be refunded overpayment as determined by the Haines Borough Assembly upon review of this report.

Land was assessed as a 38,000 square foot parcel until the discovery of the error in 2013, when a review of this parcel determined the parcel size was recorded as double the size shown on Presbyterian Mission Plat, Subdivision of a Fraction of U.S. Survey No. 735. This error in the calculation of lot size is a classic example of a manifest clerical error that the assembly may correct at any time per Haines Borough code 3.74.260 (C.)

Haines Borough code 3.74.260 Refund of taxes, sections A.-C., should guide the Assembly upon review of this case.

Submitted by: Dean M. Olsen Date: 9-4-14  
(Signature)  
Assessor  
(Haines Borough Assessor)

Approved by: [Signature] Date: 9-4-14  
(Signature)  
Manager  
(Haines Borough Manager)

Attachments: Presbyterian Mission Plat; Excel Spreadsheet for tax payments

**HAINES ELKS LODGE 2013 PROPERTY TAX REFUND CALULATION -C-MIS-02-0100**

2013	Assessed Land Value	172000
	Corrected Value	<u>86000</u>
	Refund tax for this value	86000

Mill Rate 10.17

2013 Tax to be refunded 874.62

2013		Pmt Date	Refund Date		8% Interest
1st overpayment	437.31	8/26/2013	11/24/2014	455	43.61
2nd overpayment	<u>437.31</u>	11/26/2013	11/24/2014	363	<u>34.79</u>
	874.62				78.40

Total 2013 Tax + interest refund if refunded on 11/24/14 \$ 953.02



# Memo

## From the Clerk

Date: November 7, 2014  
To: Haines Borough Assembly  
From: Julie Cozzi, Borough Clerk  
Re: Board Vacancy Applicants

Per the following code, I am including copies of applications received by the Office of the Clerk in response to recent board vacancy/expiration notifications:

**2.60.055 Filling vacancies.**

*In the event of a vacancy on a committee, board or commission, either at the end of the board member's regular term or if the seat is vacated for some other reason, the borough clerk shall advertise for replacement board member(s) by posting in three public places a request for letters of interest to be submitted to the clerk's office. Such advertisement shall be placed for a minimum of two weeks, after which time the clerk shall transmit the applications to the appropriate board for inclusion on the agenda at the next public meeting of the board.*

The Mayor is seeking assembly confirmation for the following re-appointments at the 11/12/14 meeting:

Port and Harbor Advisory Committee (for terms ending 11/30/16)

Brad Badger  
Norman Hughes  
Bill Rostad

Library Board of Trustees (for terms ending 11/30/17)

James Alborough  
Heather Lende  
Joann Ross Cunningham

## Donna Lambert

---

**From:** James Alborough [james@bearstar.net]  
**Sent:** Wednesday, September 17, 2014 3:05 PM  
**To:** Donna Lambert  
**Subject:** Re: renewal

Hi Donna,  
Does this satisfy the request? or is there something else that is needed?  
Thanks,  
James

Hi Donna,  
Thanks for the reminder.  
I would like to renew my term.  
Thanks,  
James

-----  
James Alborough  
907-766-2082

On Sep 17, 2014, at 2:10 PM, Donna Lambert <[dlambert@haines.ak.us](mailto:dlambert@haines.ak.us)> wrote:

Hi James,

Quick reminder that your term on Library board will expire on November 30th. If you are interested in renewing, please send request to clerk's office. Thank you and have great day.

Donna Lambert

Office Assistant

Clerk's office

## Donna Lambert

---

**From:** Heather Lende [hlende@aptalaska.net]  
**Sent:** Friday, September 19, 2014 2:49 PM  
**To:** Donna Lambert  
**Subject:** Re: term renewal

Hi Donna,

Here you go:

Dear Clerk Cozzi,

I would like to continue serving the community as a member of the Haines Borough Public Library Board of Trustees.

Thank you,

Heather Lende

On 9/17/14 2:12 PM, "Donna Lambert" <[dlambert@haines.ak.us](mailto:dlambert@haines.ak.us)> wrote:

> Hello Heather,  
> Just a quick reminder that your term on library board will expire on  
> November 30th. If interested in renewing, please send request to  
> clerk's office. Thanks and have a wonderful day.  
> Donna Lambert  
> Office Assistant  
> Clerk's office

## Donna Lambert

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**From:** JoAnn Ross Cunningham [joannrossc@hotmail.com]  
**Sent:** Wednesday, September 17, 2014 5:29 PM  
**To:** Donna Lambert  
**Subject:** RE: library board renewal

I would like to continue to be on the library board.

---

JoAnn Ross Cunningham

Sent via the Samsung Galaxy S™III, an AT&T 4G LTE smartphone

----- Original message -----  
From: Donna Lambert  
Date: 09/17/2014 3:07 PM (GMT-08:00)  
To: [joannrossc@hotmail.com](mailto:joannrossc@hotmail.com)  
Subject: library board renewal

Hello Joanne,

Just a reminder that your term will expire on November 30th . if you are interested in renewing, please send request to clerk's office. Thanks and have a wonderful afternoon.

Donna Lambert

Office Assistant

Clerk's office

## Krista Kielsmeier

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**To:** Patricia Brown  
**Subject:** RE: Library Board Re-Appointments

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**From:** Patricia Brown [<mailto:director@haineslibrary.org>]  
**Sent:** Thursday, November 06, 2014 1:13 PM  
**To:** Krista Kielsmeier  
**Subject:** RE: Library Board Re-Appointments

Hi Krista,

The Board approved the reappointment of James, Heather and JoAnn at our meeting on Tuesday, Oct. 21. Each of these members had also responded to an inquiry from Donna Lambert about their desire to continue on the library board.

Patty

---

**From:** Krista Kielsmeier [<mailto:kkielsmeier@haines.ak.us>]  
**Sent:** Thursday, November 06, 2014 12:00 PM  
**To:** Library Director  
**Subject:** Library Board Re-Appointments

Patty,  
James Alborough, Heather Lende and Joann Ross Cunningham have requested to be re-appointed to the library board. Has the board made an official recommendation regarding their re-appointment?  
Thank you,

Krista Kielsmeier  
Deputy Clerk  
Haines Borough  
Office: 907-766-2231 ext. 36





# Haines Borough Application for Board Appointment

- Appointment** (I am not currently on the board)
- Reappointment** (I am currently a member of the board)

Check the board, commission, or committee for which you are applying :

<input type="checkbox"/>	Planning Commission	<input checked="" type="checkbox"/>	Port and Harbor Advisory Committee
<input type="checkbox"/>	Tourism Advisory Board	<input type="checkbox"/>	Fire Service Area Board #1
<input type="checkbox"/>	Chilkat Center Advisory Board	<input type="checkbox"/>	Fire Service Area Board #3 (Klehini)
<input type="checkbox"/>	Parks and Recreation Advisory Board	<input type="checkbox"/>	Letnikof Estates Road Maintenance Service Area Board
<input type="checkbox"/>	Museum Board of Trustees	<input type="checkbox"/>	Riverview Road Maintenance Service Area Board
<input type="checkbox"/>	Library Board of Trustees	<input type="checkbox"/>	Historic Dalton Trail Road Maintenance Service Area Board
<input type="checkbox"/>	Public Safety Commission	<input type="checkbox"/>	Four Winds Road Maintenance Service Area Board
<input type="checkbox"/>	Temporary (Ad-hoc) Board/Committee _____		

Name: Brad Badger  
 Residence Address: #10 Cathedral Vicin  
 Mailing Address: P.O. Box 684 Haines, AK 99827  
 Business Phone: 907-746-2235 Home Phone: 314-0155  
 Fax: \_\_\_\_\_ Email: cell

I declare that I am willing to serve as a member of the designated board, commission, or committee. Please enter my name for consideration of appointment by the mayor, subject to confirmation by the assembly. I am a registered voter of the State of Alaska and have resided within the Haines Borough for at least thirty (30) days preceding this date or the date of appointment.\*

Brad Badger  
 Signature of Applicant \_\_\_\_\_ Date 10-27-14

PLEASE BRIEFLY DESCRIBE YOUR QUALIFICATIONS (You may attach a resume):  
25 year fishing history  
 \_\_\_\_\_  
 \_\_\_\_\_

\* HBC 2.60.020 - A member of a committee, board or commission shall be a resident of the borough as defined below...a person qualifying as a borough resident shall: A) Continue to maintain the person's principal place of residence within the corporate boundaries of the borough and have done so for at least 30 days immediately preceding the date of the person's appointment by the mayor; and B) Physically occupy said residence for at least 30 days immediately preceding the date of the person's appointment by the mayor.

# Haines Borough Application for Board Appointment

RECEIVED Haines Borough  
OCT 9 2014  
Clerk's Office

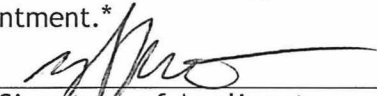
- Appointment (I am not currently on the board)
- Reappointment (I am currently a member of the board)

Check the board, commission, or committee for which you are applying :

<input type="checkbox"/>	Planning Commission	<input checked="" type="checkbox"/>	Port and Harbor Advisory Committee
<input type="checkbox"/>	Tourism Advisory Board	<input type="checkbox"/>	Fire Service Area Board #1
<input type="checkbox"/>	Chilkat Center Advisory Board	<input type="checkbox"/>	Fire Service Area Board #3 (Klehini)
<input type="checkbox"/>	Parks and Recreation Advisory Board	<input type="checkbox"/>	Letnikof Estates Road Maintenance Service Area Board
<input type="checkbox"/>	Museum Board of Trustees	<input type="checkbox"/>	Riverview Road Maintenance Service Area Board
<input type="checkbox"/>	Library Board of Trustees	<input type="checkbox"/>	Historic Dalton Trail Road Maintenance Service Area Board
<input type="checkbox"/>	Public Safety Commission	<input type="checkbox"/>	Four Winds Road Maintenance Service Area Board
<input type="checkbox"/>	Temporary (Ad-hoc) Board/Committee _____		

Name: NORMAN HUGHES  
 Residence Address: 6.5 MILE MADRAY RD.  
 Mailing Address: PO 1136 HAINES AK 99827  
 Business Phone: 907-723-4888 Home Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Email: STORMISURF@YAHOO.COM

I declare that I am willing to serve as a member of the designated board, commission, or committee. Please enter my name for consideration of appointment by the mayor, subject to confirmation by the assembly. I am a registered voter of the State of Alaska and have resided within the Haines Borough for at least thirty (30) days preceding this date or the date of appointment.\*

  
 Signature of Applicant

10-9-14  
 Date

PLEASE BRIEFLY DESCRIBE YOUR QUALIFICATIONS (You may attach a resume):

I AM CHAIR OF PORTS & HARBOR ADVISORY COMMITTEE. MY FOCUS FOR THE PAST FEW YEARS HAS BEEN UPDATING CODES & ADVANCING SOUTH PORTAGE COVE HARBOR EXPANSION.

\* HBC 2.60.020 - A member of a committee, board or commission shall be a resident of the borough as defined below...a person qualifying as a borough resident shall: A) Continue to maintain the person's principal place of residence within the corporate boundaries of the borough and have done so for at least 30 days immediately preceding the date of the person's appointment by the mayor; and B) Physically occupy said residence for at least 30 days immediately preceding the date of the person's appointment by the mayor.



## Krista Kielsmeier

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**To:** Phil Benner  
**Subject:** RE: PHAC Appointments

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**From:** Phil Benner  
**Sent:** Thursday, November 06, 2014 11:01 AM  
**To:** Krista Kielsmeier  
**Subject:** RE: PHAC Appointments

Yes at the last meeting they recommended reappointment of all members.

Phil

---

**From:** Krista Kielsmeier  
**Sent:** Thursday, November 06, 2014 10:49 AM  
**To:** Phil Benner  
**Subject:** PHAC Appointments

Hi Phil,  
Did your committee have a recommendation for PHAC re-appointments? We have applications for Norm Hughes, Brad Badger and Bill Rostad.

Krista Kielsmeier  
Deputy Clerk  
Haines Borough  
Office: 907-766-2231 ext. 36



**Haines Borough  
Assembly Agenda Bill**

**Agenda Bill No.:** 14-516

**Assembly Meeting Date:** 11/12/14

<b>Business Item Description:</b>	<b>Attachments:</b>
Subject: Disposal of Surplus Property	1. Resolution 14-10-594, as adopted 10/28/14 2. Proposed Amended Resolution
Originator: Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 10/23/14	

**Full Title/Motion:**  
Motion: Amend Resolution 14-10-594 adopted at the 10/28/14 meeting by inserting additional language as proposed by borough staff.

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

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$	\$	\$	Reduced Maintenance Costs

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

**Summary Statement:**  
On 10/28/14, the assembly adopted Resolution 14-10-594, authorizing the borough manager to dispose of four surplus vehicles and a visitor information kiosk by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property). The resolution was adopted as part of the consent agenda, and proposed staff amendments to include a 12-foot Western truck plow in the auction were inadvertently not taken up at that meeting. Robert's Rules of Order allows a motion to amend something previously adopted.  
  
The auction bid deadline was 11/6 and will generate \$10,049 in revenue, including \$2,253 for the truck plow. The winner bidder will not take ownership of the plow until the assembly amends this resolution to include it.

**Referral:**  
Referred to: \_\_\_\_\_ Referral Date: \_\_\_\_\_  
Recommendation: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

**Assembly Action:**  
Meeting Date(s): 10/28, 11/12/14 Public Hearing Date(s): \_\_\_\_\_  
Postponed to Date: \_\_\_\_\_

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to dispose of four surplus vehicles and a visitor information kiosk by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).**

**WHEREAS**, the Director of Public Facilities has recommended four Borough vehicles and a visitor information kiosk to be declared surplus; and

**WHEREAS**, the vehicles include a 1965 Peterbilt tanker truck; 1968 Dodge flatbed truck; 1996 Ford Bronco; and a 1999 Dodge pickup truck; and

**WHEREAS**, the visitor information kiosk proposed for disposal was replaced with a new structure at the Port Chilkoot Dock in 2013; and

**WHEREAS**, Haines Borough Code 14.24.010 (Disposal of personal property) states the borough assembly shall, by resolution, determine which method or methods shall be used to dispose of personal property valued between \$1,000 and \$25,000; and

**WHEREAS**, Code states personal property not authorized for abandonment, destruction, sale, or recycling by the manager and no longer needed for municipal purposes shall be disposed of in one or more of the following means: by public outcry auction to the highest bidder; by public sealed bid auction to the highest bidder; to the best qualified proposer who responds to a request for proposals to acquire the property; by sale or transfer to an educational, religious, charitable or nonprofit association or corporation providing service to residents of Haines; or by sale or transfer to the United States, the state of Alaska or an Alaska municipal corporation or any agency or department thereof; and

**WHEREAS**, the Director of Public Facilities recommends disposing of the vehicles and visitor information kiosk by public sealed bid auction to the highest bidder,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to dispose of four surplus vehicles and a visitor information kiosk by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 28<sup>th</sup> day of October, 2014.

---

Janice Hill, Mayor

Attest:

---

Julie Cozzi, MMC, Borough Clerk

HAINES BOROUGH, ALASKA  
RESOLUTION No. 14-10-594

Draft

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to dispose of four surplus vehicles, a truck plow and a visitor information kiosk by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).**

**WHEREAS**, the Director of Public Facilities has recommended four Borough vehicles, a truck plow and a visitor information kiosk to be declared surplus; and

**WHEREAS**, the vehicles include a 1965 Peterbilt tanker truck; 1968 Dodge flatbed truck; 1996 Ford Bronco; and a 1999 Dodge pickup truck; and

**WHEREAS**, the 12-foot Western truck plow is more suited for highway use, and the visitor information kiosk proposed for disposal was replaced with a new structure at the Port Chilkoot Dock in 2013; and

**WHEREAS**, Haines Borough Code 14.24.010 (Disposal of personal property) states the borough assembly shall, by resolution, determine which method or methods shall be used to dispose of personal property valued between \$1,000 and \$25,000; and

**WHEREAS**, Code states personal property not authorized for abandonment, destruction, sale, or recycling by the manager and no longer needed for municipal purposes shall be disposed of in one or more of the following means: by public outcry auction to the highest bidder; by public sealed bid auction to the highest bidder; to the best qualified proposer who responds to a request for proposals to acquire the property; by sale or transfer to an educational, religious, charitable or nonprofit association or corporation providing service to residents of Haines; or by sale or transfer to the United States, the state of Alaska or an Alaska municipal corporation or any agency or department thereof; and

**WHEREAS**, the Director of Public Facilities recommends disposing of the vehicles, truck plow and visitor information kiosk by public sealed bid auction to the highest bidder, as each proposed item potentially could sell for more than \$1,000,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to dispose of four surplus vehicles, a truck plow and a visitor information kiosk by public sealed bid auction to the highest bidder as specified in Haines Borough Code 14.24.010 (Disposal of personal property).

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

\_\_\_\_\_  
Janice Hill, Borough Mayor

Attest:

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

*Haines Borough Letter Head*

*Date*

Alaska State Trails Program  
550 W. 7<sup>th</sup> Ave. Suite 1380  
Anchorage, AK 99501

RE: Alaska Division of Parks and Outdoor Recreation Recreational Trails Grant Program

The Haines Borough would like to express our support for the Takshanuk Watershed Council's (TWC) proposal; A Picture Perfect Hike: An Interpretive Trail along the Picture Point Wayside in Haines, Alaska. The Picture Point Wayside Project, located on Haines Borough property, has been a desired location to provide recreational opportunities for the Haines community since the Borough acquired the land in 2011. Through TWC's proposal the development of the interpretive trail will provide great recreational and environmental education opportunities for visitors and residents, including school groups. The need for recreational opportunities along Picture Point has also been identified in the Haines Borough Comprehensive Plan.

The Haines Borough will aid in the development of this recreational trail by providing conceptual designs for the Picture Point Wayside project including the interpretive trail and access to the land referred to as "Area 3" in the design package.

Thank you for your consideration of this exciting recreational trail project.

Sincerely,

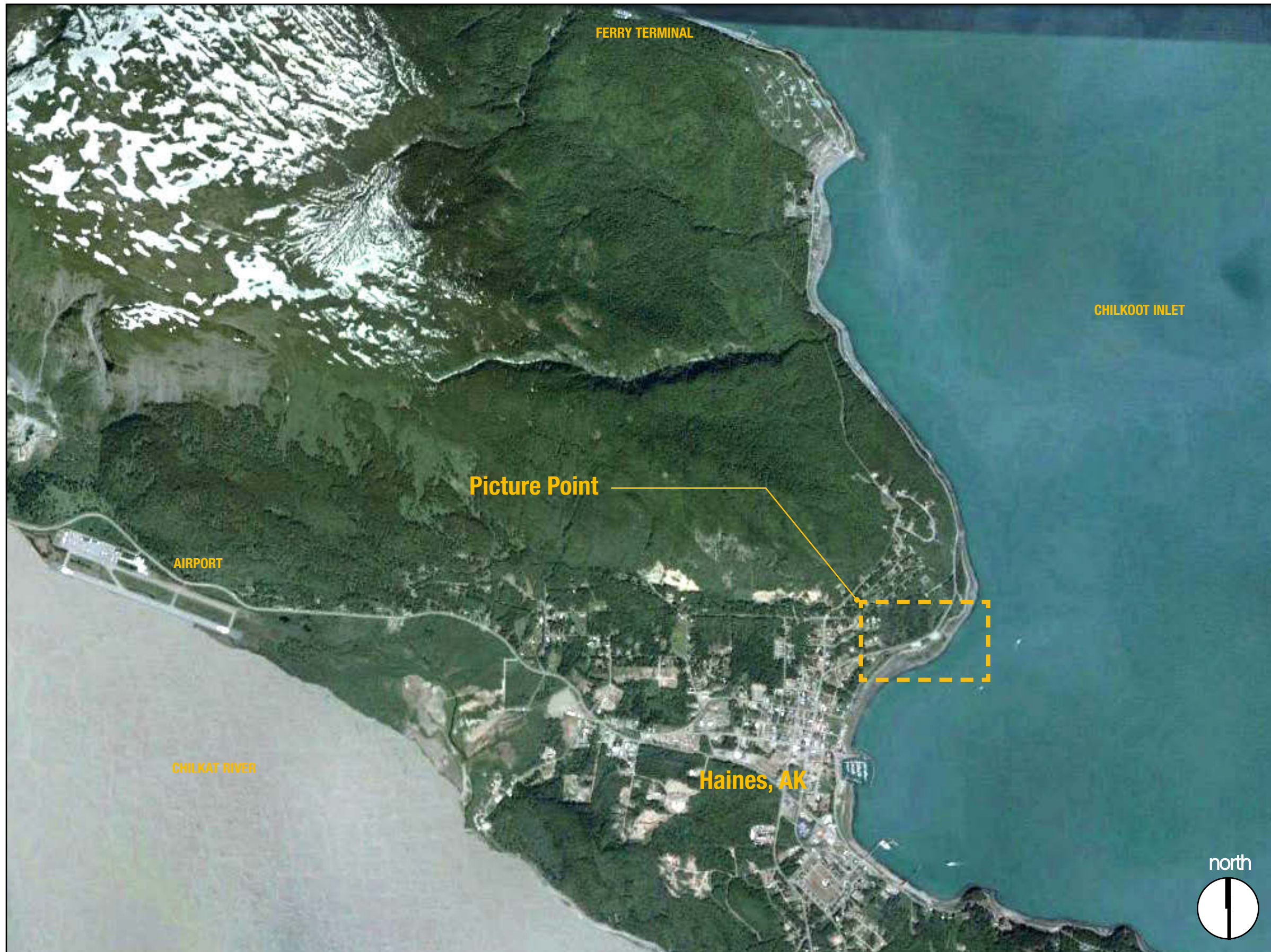
*Haines Borough Representative*



# Picture Point Wayside Project

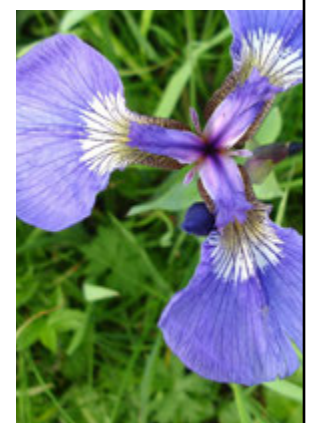
## Haines, AK





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Looking East

# SITE ANALYSIS

## LOCATION/ACCESS

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

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

## CLIMATE

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

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

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

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

Glacial rebound occurs up to 0.9" per year.

## HISTORIC VALUE

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



Area 1



Area 2



Beach Access

## HABITAT

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

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

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

## FLOODPLAIN VEGETATION

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

## ENVIRONMENTAL ISSUES

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

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

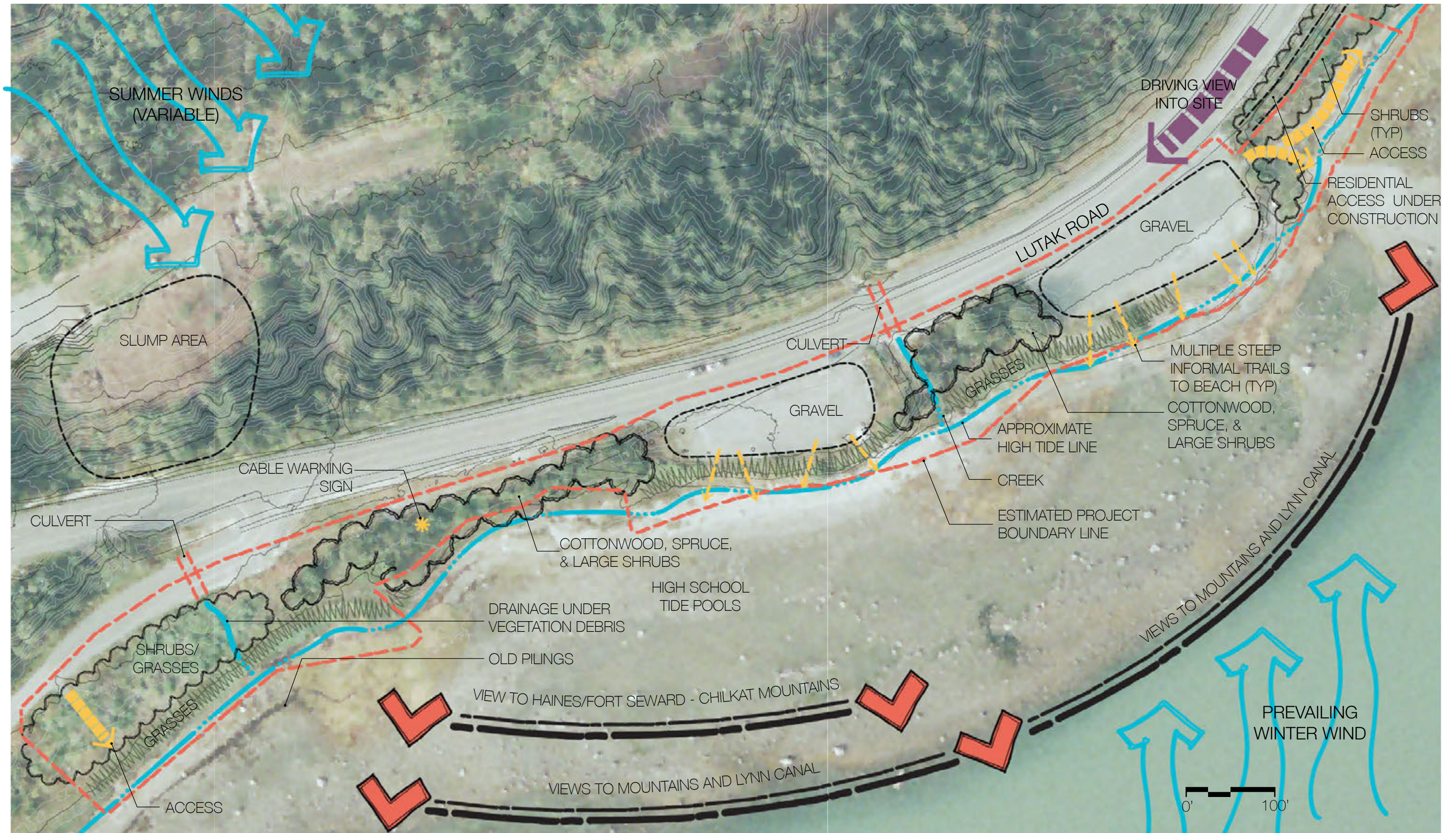
Protection - Projects and activities shall be located, designed, constructed, and operated to avoid, minimize, or mitigate significant adverse impacts to recreation values, including activities such as fishing, beach combing, hiking, birdwatching, boating and kayaking, picnicking, camping, access, playing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

### Sources:

[Haines Borough Code](#)

[Haines Coastal Management Plan](#)

[Western Regional Climate Center](#)



# DESIGN NARRATIVE

## GENERAL DESCRIPTION

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

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

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

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

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

## AREA 1

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

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

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

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

## AREA 2

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

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

## AREA 3

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

## VEHICLE ACCESS AND PARKING

Vehicles access the site in three places. Area 1 is accessed from Lutak Rd. An asphalt parking lot includes 16 parking stalls, two 2 signed priority parking ADA parking stalls, and 3 bus/motorhome parking stalls. Area 2 is accessed from Lutak Rd as well. A gravel parking lot includes 9 parking stalls, 2 signed priority parking ADA parking stalls (paved), and enough space for one large bus or motorhome. Area 3 is accessed from Front Street and includes a gravel parking area with enough room for four vehicles.

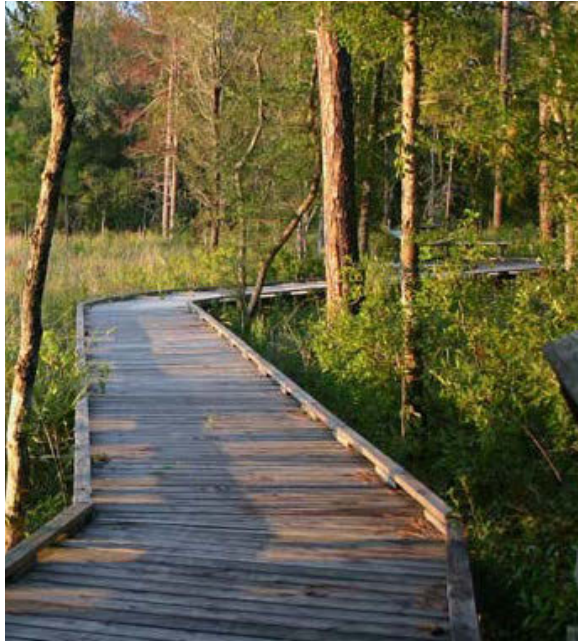
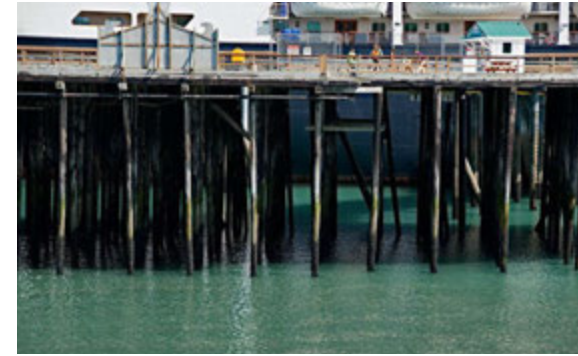
## LANDSCAPING

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

## INTERPRETIVE SIGNS

In addition to the Informational Kiosk in the Pavilion, Interpretive signs are scattered throughout the site. Interpretive Sign topics include:

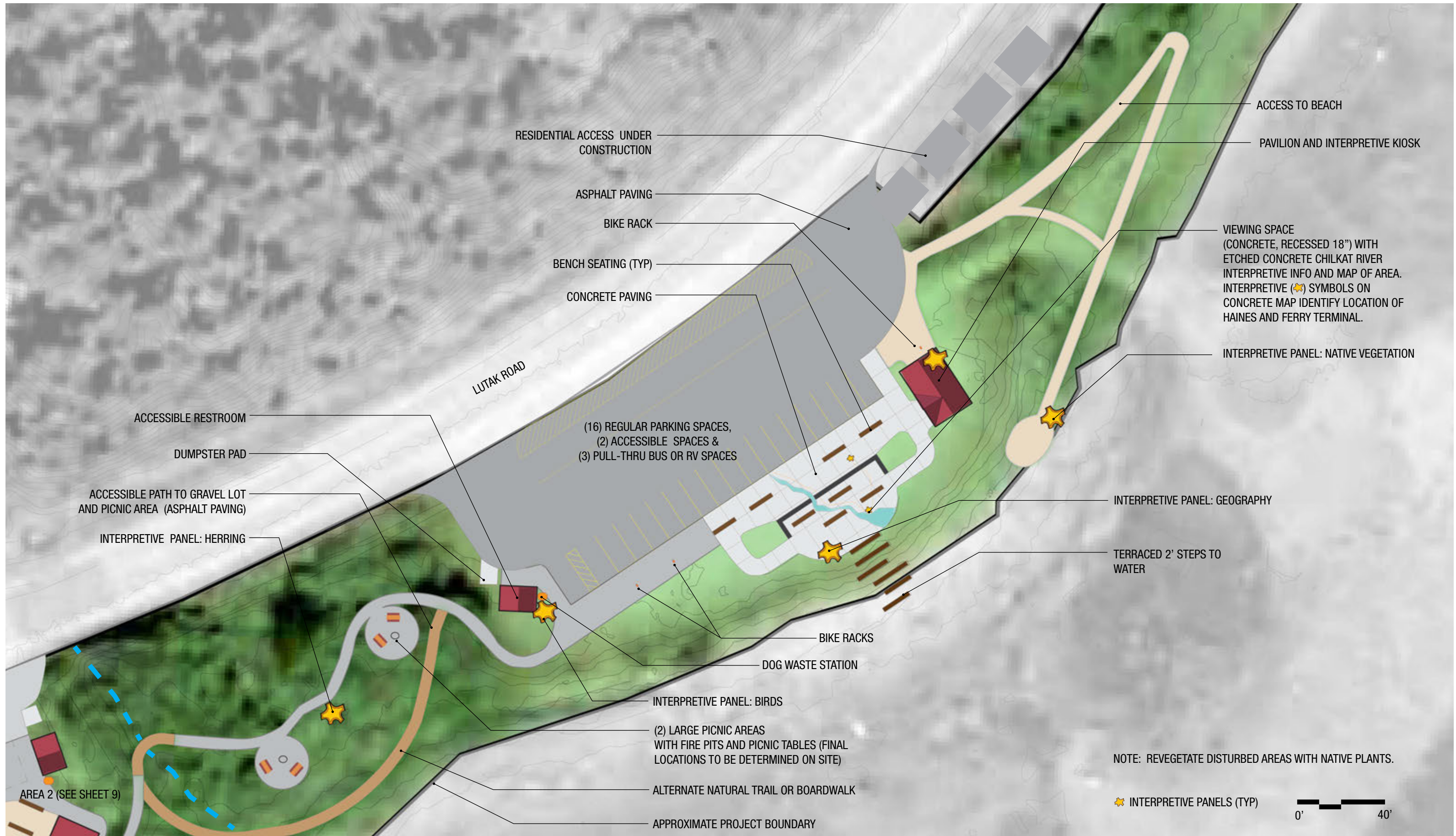
- + Native Vegetation
- + Local Geography (including information about the slump)
- + Native bird identification
- + Herring spawning and migration of anadromous fish
- + Tidal Pools
- + Local Edible and Medicinal Vegetation (with focus on Tlingit traditions)
- + Totems, Tlingit History
- + Piers, Local Nautical and (Import Export) history





NOTE: THESE PLANS ARE CONCEPTUAL IN NATURE. ALL SITE DATA HAS BEEN PROVIDED BY HAINES BOROUGH TO INCLUDE AERIAL PHOTOGRAPHS AND LIDAR TOPOGRAPHY. ALL LOCATIONS AND DISTANCES ARE APPROXIMATE, NOT BY SURVEY. ACTUAL SITE CONDITIONS MAY VARY FROM WHAT IS PORTRAYED WITHIN THESE PLANS.

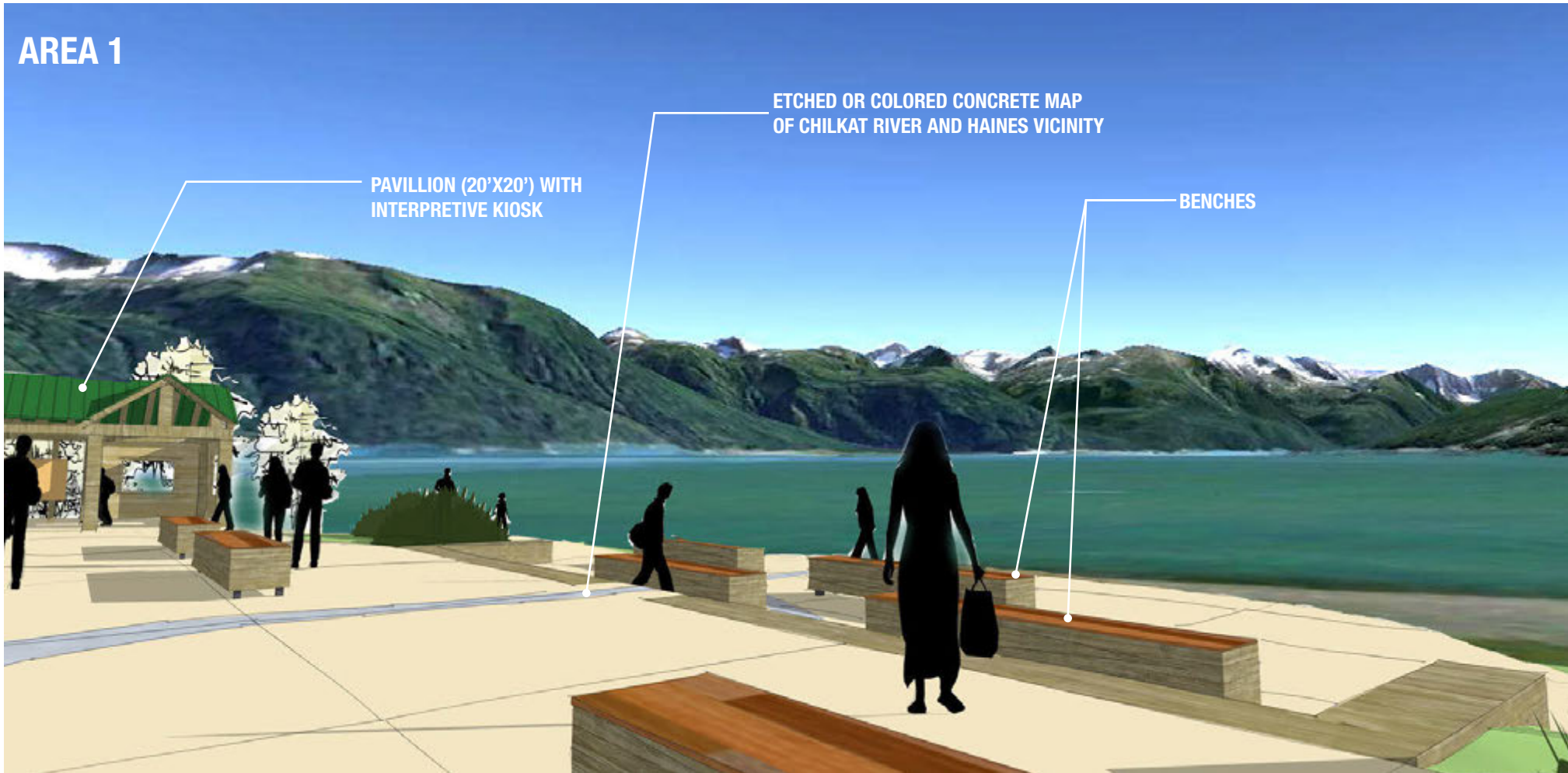












Picture Point Wayside-Area 1 Estimated Construction Cost

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

Picture Point Wayside-Area 2 Estimated Construction Cost

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

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

Picture Point Wayside-Area 3 Estimated Construction Cost

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

# SUMMARY

Picture Point Wayside-Estimated Cost Summary

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

## Southeast Conference of Mayors

## RESOLUTION #2014-01

**A RESOLUTION REQUESTING THAT THE REGULATIONS COVERING THE USE OF HERBICIDES ALONG ALASKA ROADWAYS BE AMENDED TO PROVIDE FOR PUBLIC COMMENT**

**WHEREAS**, the Southeast Conference of Mayor's was formed to provide Southeast Alaskan communities with a unified voice when addressing issues that impact this region and the state; and

**WHEREAS**, the use of herbicides by the Alaska Department of Transportation along Alaska's roads and highways is a subject of great concern amongst the residents of Southeast Alaska; and

**WHEREAS**, public and private lands and waterways adjacent to Alaska's roadways provide access to fish, wildlife, berries and many other naturally occurring resources that provide food, economic, lifestyle and cultural benefits to many Alaskans; and

**WHEREAS**, a public process could help eliminate fear of dangerous herbicides being used on resources; and

**WHEREAS**, regulations developed by the Alaska Department of Environmental Conversation and the Alaska Department of Transportation do not provide for public comment on the use of herbicides along Alaska's roadways and public lands.

**BE IT THEREFORE RESOLVED**, that the Southeast Conference of Mayors requests that the regulations covering the use of herbicides along Alaska roadways be amended to provide for public comment; and

**BE IT FURTHER RESOLVED**, that mechanical vegetation control on state right of ways be considered the primary means of vegetation control and that herbicides be considered for this application "only" in an emergency or some extraordinary circumstance that mechanical means can't be used.

**PASSED AND APPROVED** on this 15<sup>th</sup> day of September 2014 by the Southeast Alaska Conference of Mayors.

Signed:   
Mim McConnell, Chair, Southeast Conference of Mayors

Attest:   
Stephanie Scott, Mayor of Haines

November 4, 2014

Mayor Jan Hill  
Members, Haines Borough Assembly  
Dave Sosa, Manager, Haines Borough  
Box 1209  
Haines, Alaska 99827  
via [jcozzi@haines.ak.us](mailto:jcozzi@haines.ak.us)

Re: Settlement of Alaska Power Company (APC) Rate Increase Request

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

The Haines Borough 2025 Comprehensive Plan emphasizes reducing our cost of energy under not one, but two major goals: Utilities (Goal 15) and Economic Development (Goal 3). This is the “strategy” that appears beneath each goal:

“...work with local electric utilities to achieve a rate of 15cents per Kwh or lower...”.  
(Objective 3H in Economic Development; Objective 15L in Utilities).

Alaska Power Company is requesting that the Regulatory Commission of Alaska (RCA) approve an 18.85% rate increase. Last February the RCA provided a provisional 6%. The Haines Borough, on behalf of its citizens, elected to intervene in the rate case, even though the government incurred a cost to do so. Presumably, the purpose of intervention was to speak forcefully on behalf of the consumers who are and will be affected by the increase. The communities of Thorne Bay, Coffman Cove, Craig, and Skagway also filed as interveners in the case.

On October 27, KHNS broke the story of a settlement “talks” in the rate case. Presumably, the settlement would be somewhat less than the 18.85% requested by APC. The Haines Borough Assembly will be required to approve a settlement.

I think it is very important that the Assembly thoroughly consider the testimony of the expert witness brought to the proceedings by the Regulatory Affairs and Public Advocacy (“RAPA”) Section of the Attorney General’s Office. The witness, Mr. Ralph C. Smith, recommends that APC receive a rate increase of no more than 5.51%. Mr. Smith defends his recommendation in a 164-page testimony available on the RCA website at this link:

<http://rca.alaska.gov/RCAWeb/Dockets/DocketDetails.aspx?id=abe984a7-dd13-4a6d-a4e4-6da87159528c> (Click the “Documents” tab; read the second one down, “Prefiled Testimony of Ralph C. Smith and Exhibits by Department of Law” filed 9-26-14.)

On pages 14-15 of the document, Mr. Smith recommends the Commission take the following action:

- “1. Approve a revenue requirement of no more than \$11,364,887 for APC, which is an increase of \$573,353 or 5.51 percent.
  2. Require APC to refund the difference between the 6.0 percent interim rate increase authorized in Order U-14-002(1) and the rate increase ultimately approved by the Commission in this proceeding.
  3. Require APC to remove the fully depreciated Thorne Bay Utility Plant Acquisition Adjustment from Plant in Service and Accumulated Depreciation.
  4. Require APC to file a cost of service study in its next rate case to develop an updated rate design because APC's rates for electric service in some rate zones are extremely high.”
- (Pages 14-15)


Mr. Smith explains why there is a difference between what RAPA is recommending and what APC is requesting:

“The difference between RAPA's revenue requirement and that proposed by APC is due to the return on rate base proposed by RAPA witness Mr. David Parcell, the proforma adjustments that I propose to operating expenses, part of which flow through to the return on rate base (to the cash working capital allowance), and the impact of those adjustments on the allowance for income taxes. In addition, some of the difference is due to some calculation errors in APC's revenue requirement schedules.” (See page 16 of the pre-filed testimony)

Should the Assembly decide not to support Mr. Smith's recommendations, and to settle for a higher rate increase, please help us thoroughly understand why that decision would be in the best interest of the Haines Borough even though at odds with the 2025 Comprehensive Plan; and especially, how the decision aligns with the creation of the best possible conditions for commerce in the Haines Borough – bearing in mind that the Power Cost Equalization credit (PCE) which reduces the impact of the cost of electricity for residential consumers does not apply to commercial accounts.

Thank you.

Sincerely,

  
Stephanie K. Scott

Cc: Debra Schnabel

APC Rate Increase

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