

Haines Borough  
Borough Assembly Meeting #297

AGENDA

August 11, 2015 - 6:30 p.m.

Location: Assembly Chambers, Public Safety Bldg

Jan Hill,  
Mayor

Dave Berry Jr.,  
Assembly Member

Diana Lapham,  
Assembly Member

Mike Case  
Assembly Member

Joanne Waterman,  
Assembly Member

George Campbell,  
Assembly Member

Ron Jackson,  
Assembly Member

David Sosa, MPA  
Borough Manager

Julie Cozzi, MMC  
Borough Clerk

Krista Kielsmeier  
Deputy Clerk

1. CALL TO ORDER/PLEDGE TO THE FLAG

2. ROLL CALL

3. APPROVAL OF AGENDA & CONSENT AGENDA

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

Consent Agenda:

- 4 – Approve Assembly Meeting Minutes
- 8B – Accept Museum Report
- 9A – Accept Museum Board Minutes
- 11A1 – Adopt Resolution 15-08-637
- 11B1 – Introduce Ordinance 15-08-418
- 11C1 – Approve Sales Tax Exemption Request

\* 4. APPROVAL OF MINUTES – 7/28/15 Regular

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

6. MAYOR'S COMMENTS/REPORT

A. Representative Sam Kito plans to attend

7. PUBLIC HEARINGS

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

A. **New Commercial Tour – Chilkat River Adventures**

Chilkat River Adventures has applied to add a new tour to their permitted 2015 commercial tour activities. They propose to pick up guests at the Port Chilkoot Dock in an airporter-style vehicle for a one-hour town tour to include Main Street, Front Street, Picture Point, Fort Seward, Dalton City, and the Cannery. The tourism director, police chief, and harbormaster have reviewed the proposed tour and have no objection. HBC Title 5 requires a public hearing before the assembly for all new tour activities. **Motion:** Authorize the borough clerk to process the Chilkat River Adventures application to add a town tour to the company's list of permitted commercial tour activities.

B. **Ordinance 15-07-416** - Second Hearing

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

This ordinance is recommended by the borough manager and was introduced on 7/14/15. The first hearing was on 7/28/15. **Motion:** Adopt Ordinance 15-07-416.

C. **Ordinance 15-07-417** - Second Hearing

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

This ordinance is recommended by the borough manager and was introduced on 7/14/15. The first hearing was on 7/28/15. The Personnel Committee recommends adoption. **Motion:** Adopt Ordinance 15-07-417.

## 8. STAFF/FACILITY REPORTS

- A. Borough Manager – 8/11/15 Report
- \* B. Sheldon Museum – Report of July 2015

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

- \* A. Museum Board of Trustees – Minutes of 5/12/15
- B. Assembly Board Liaison Reports
- C. Assembly Standing Committee Reports
  - 1. Personnel Committee – 8/3/15 Meeting

## 10. UNFINISHED BUSINESS

### A. Ordinance 15-06-415

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

*This ordinance was introduced on 6/23/15 and had hearings on 7/14 and 7/28. Following the second hearing, the assembly postponed adoption to this meeting so staff could look into the costs and benefits of the proposed moorage rate increase and the cost of hazardous material disposal. The manager and harbormaster will address this question during the meeting.*

**Motion already on the Table:** Adopt Ordinance 15-06-415.

## 11. NEW BUSINESS

### A. Resolutions

#### \* 1. Resolution 15-08-637

A Resolution of the Haines Borough Assembly adopting written findings of the July 14, 2015 appeal hearing of the Eagle's Nest Trailer Park nuisance abatement order.

*A resolution adopting the findings is a step required by HBC 8.12.130(H). **Motion:** Adopt Resolution 15-08-637.*

### B. Ordinances for Introduction

#### \* 1. Ordinance 15-08-418

An Ordinance of the Haines Borough amending Haines Borough Code Title 13, Section 13.08.260 to allow the discharge of cooling water into the municipal sewer system with specific approval from a designated borough official.

*This ordinance is recommended by the borough manager, director of public facilities, and water-sewer operator. **Motion:** Introduce Ordinance 15-08-418 and set a first public hearing for 8/25/15 and a second public hearing for 9/8/15.*

### C. Other New Business

#### \* 1. Sales Tax Exemption Request – Breast Cancer Detection Center of Alaska

*Breast Cancer Detection Center of Alaska, a 501(c)3 organization, has applied for sales tax exemption status as allowed by HBC 3.80.050(13). The borough has granted sales tax exemption certificates to other non-profit organizations. **Motion:** Approve the request from the Breast Cancer Detection Center of Alaska for sales tax exemption status, and authorize the borough clerk to issue an exemption certificate.*

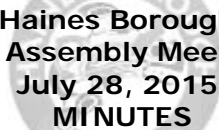
## 12. CORRESPONDENCE/REQUESTS

## 13. SET MEETING DATES

## 14. PUBLIC COMMENTS

## 15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

## 16. ADJOURNMENT

  
**Haines Borough**  
**Borough Assembly Meeting #296**  
**July 28, 2015**  
**MINUTES**

Draft

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

2. **ROLL CALL**

**Present:** Mayor Jan **HILL**, and Assembly Members Diana **LAPHAM**, Mike **CASE**, George **CAMPBELL** (via telephone), Dave **BERRY, Jr.**, and Ron **JACKSON**. **Absent:** Joanne **WATERMAN**.

**Staff Present:** Julie **COZZI**/Borough Clerk, Shawn **BELL**/Harbormaster, Helen **ALTEN**/Museum Director, and Jila **STUART**/Chief Fiscal Officer.

**Visitors Present:** Karen **GARCIA**/CVN, Greta **MART**/KHNS, Don **TURNER Jr.**, Mike **DENKER**, Brenda **JOSEPHSON**, Shane and Janis **HORTON**, Jack **WENNER**, Tresham **GREGG**, Debra **SCHNABEL**, and others.

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

The following Items were on the published consent agenda:

Consent Agenda:

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

**Motion:** **BERRY** moved to “approve the agenda/consent agenda,” and it was amended to remove Items 8B and 9B from the consent agenda. The motion to approve the agenda/consent agenda carried unanimously, as amended.

Note: **CAMPBELL** joined the meeting following the vote to approve the agenda.

\* 4. **APPROVAL OF MINUTES** – 7/14/15 Regular

*The motion adopted by approval of the consent agenda: “approve minutes of the 7/14/15 borough assembly regular meeting.”*

5. **PUBLIC COMMENTS**

**GREGG** – Happy that the boat harbor aesthetics are being discussed but has concerns about the breakwater design.

**WENNER** – Has been working on some harbor design ideas and offered to show his work to the mayor and assembly.

6. **MAYOR’S COMMENTS/REPORT**

Mayor **HILL** reported on 1) making comments during a recent Alaska Marine Highway System teleconference concerning ferry scheduling, 2) remaining committee/board vacancies, and 3) the borough booth at the fair (she encouraged assembly members to sign up to work in it).

7. **PUBLIC HEARINGS**

A. **Ordinance 15-06-415** – Second Hearing

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

Mayor **HILL** opened the public hearing at 6:39 p.m.

**SCHNABEL** asked if there was a cost-benefit analysis done to show that the rate increases will cover the costs to dispose of hazardous materials. She asked the assembly to hold this over for another hearing to make sure those costs are covered.

Hearing no further comments, the mayor closed the hearing at 6:44 p.m.

**Motion:** **CASE** moved to “adopt Ordinance 15-06-415,” and the motion carried unanimously in a roll call vote.

**Motion to Postpone:** **JACKSON** moved to “postpone this item to the 8/11/15 assembly meeting to provide time to assure the moorage rate increases will be enough to cover the disposal of hazardous waste,” and the motion carried 4-1 with **LAPHAM** opposed.

**B. Ordinance 15-07-416** – First Hearing

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

Mayor **HILL** opened and closed the public hearing at 6:49 p.m.; there were no public comments.

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

**Motion:** **LAPHAM** moved to “amend the ordinance to reflect the Port & Harbor Advisory Committee recommendation rather than the Government Affairs & Services Committee recommendation,” and the motion failed 1-4 with **CASE**, **BERRY**, **JACKSON**, and **CAMPBELL** opposed.

**C. Ordinance 15-07-417** – First Hearing

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

Mayor **HILL** opened and closed the public hearing at 6:59 p.m.; there were no public comments.

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

## **8. STAFF/FACILITY REPORTS**

**A. Borough Clerk / Acting Manager – 7/28/15 Report**

No questions from the assembly.

**B. Finance Director – Memo re. Property Tax Billing** (removed from consent agenda)

**JACKSON** wondered if there can be more synchronization concerning setting the annual mill rates and knowing the property tax revenue.

**\*C. Chilkat Center – Facility Report of June 2015**

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

**\*A. Planning Commission – Minutes of 5/14/15 and 6/11/15**

**B. Port & Harbor Advisory Committee – Minutes of 6/25/15**

**JACKSON** said the PHAC minutes mentioned the committee looking at a PND-generated Lookout Park diagram. He would like to see it. **TURNER** said the manager had asked PND for a cost estimate, and they gave that to the PHAC along with a drawing. The mayor offered to check into it.

**\*C. Parks & Recreation Advisory Committee – Minutes of 5/27/15**

**\*D. Tourism Advisory Board – Minutes of 5/15/15**

**E. Assembly Board Liaison Reports**

**CASE** – Planning Commission: ongoing agenda items and nothing to report.

**LAPHAM** – Tourism Advisory Board: Picture Point, 2016 YTIA Convention in Haines, cruise shuttle schedule working well, and AMHS long-range plan.

**F. Assembly Standing Committee Reports**

**1. Government Affairs & Services – Minor Offenses Ordinance**

**BERRY** said the Committee met on 7/20, discussed the ordinance, and set 8/4 as the next committee meeting. **CASE** said he understood the GAS Committee wants to take the time to go line by line through the ordinance. **HILL** said she will get with **BERRY** to clarify the committee’s role in this matter.

**Motion:** **CASE** moved to move ahead with the public hearings as already scheduled for Ordinance 15-06-413, and it was seconded by **LAPHAM**. The motion failed 3-2 with **BERRY** and **CAMPBELL** opposed.

*[Clerk's Note: The failure of this motion did not affect the public hearings already scheduled for 8/25/15 and 9/8/15. To affect those, the assembly would have had to make a motion to cancel or reschedule them.]*

## **10. UNFINISHED BUSINESS**

### **A. Appeal of Nuisance Abatement Order – Eagle's Nest Trailer Park**

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

**Main Motion already on the Table:** Uphold the manager's nuisance abatement order.

**Primary Amendment:** BERRY moved to "add to the main motion that there will be no fine levied," and the motion carried unanimously.

**Secondary Amendment:** JACKSON moved to "add to the primary amendment motion that there will be no fine levied provided there are no further violations for the next six months. The motion died for lack of a second.

The primary amendment motion carried unanimously.

The main motion as amended carried 4-1 with CAMPBELL opposed.

## **11. NEW BUSINESS**

### **A. Resolutions**

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

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

*The motion adopted by approval of the consent agenda: "adopt Resolution 15-07-636."*

### **B. Ordinances for Introduction - None**

### **C. Other New Business**

#### **1. Board Appointments**

*An appointment application was received for a seat on the Parks & Rec Committee. The mayor sought assembly confirmation.*

**Motion:** JACKSON moved to "confirm the mayor's appointment of George Figdor to the Parks & Recreation Advisory Committee for a term ending 11/30/16," and the motion carried 4-1 with CAMPBELL opposed.

## **12. CORRESPONDENCE/REQUESTS**

## **13. SET MEETING DATES**

### **A. Government Affairs & Services Committee – Monday, 8/4, meeting POSTPONED.**

BERRY said the GAS Committee scheduled its next meeting for 8/4 to look at the harbor fine portion of the minor offenses ordinance. JACKSON said he thought the committee was going to go through code separate from the minor offenses table. Mayor HILL said she will get with BERRY, the committee chair, to clarify the committee's work concerning this matter. BERRY said the committee meeting is now postponed until he meets with the mayor; a new date will be determined.

### **B. Waterfront Aesthetics Committee - Monday, 8/10, 6:30pm, Location: Lookout Park**

**14. PUBLIC COMMENTS**

**SCHNABEL** – 1) Some of the additional \$58K property tax revenue, reported by the CFO under Item 8B, could be given to the Community Chest and 2) concerns with at least two minor offenses pertaining to sales tax.

**GARCIA** – The harbormaster did provide to the PHAC a design from PND regarding Lookout Park.

**15. ANNOUNCEMENTS/ASSEMBLY COMMENTS**

**CASE** – Agreed with the idea of adding back to the community chest as suggested by **SCHNABEL** under Item 14, Public Comments.

**JACKSON** – Mandatory garbage pickup might resolve some of the trash nuisance problems.

**16. ADJOURNMENT** – 8:13 p.m.

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

ATTEST:

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

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



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 15-586  
Assembly Meeting Date: 7/28/15

Business Item Description:	Attachments:
Subject: Authorize Additional Tour Activity Proposed by Chilkat River Adventures	1. Public Hearing Notice with Tour Activity Description and Route Map 2. Recommendations from Harbormaster, Police Chief, and Tourism Director
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 7/28/15	

**Full Title/Motion:**  
Motion: Authorize the borough clerk to process the Chilkat River Adventures application to add a town tour to the company's list of permitted commercial tour activities.

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

**Fiscal Impact:**

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

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives: Objective 3D, Page 106	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**Summary Statement:**  
Chilkat River Adventures has applied to add a new tour to their permitted 2015 commercial tour activities. They propose to pick up guests at the Port Chilkoot Dock in an airporter-style vehicle for a one-hour town tour to include Main Street, Front Street, Picture Point, Fort Seward, Dalton City, and the Cannery. The tourism director, police chief, and harbormaster have reviewed the proposed tour and have no objection. HBC Title 5 requires a public hearing before the assembly for all new tour activities.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 8/11/15	Public Hearing Date(s): 8/11/15
	Postponed to Date:

**HAINES BOROUGH  
HAINES, ALASKA  
PUBLIC NOTICE**

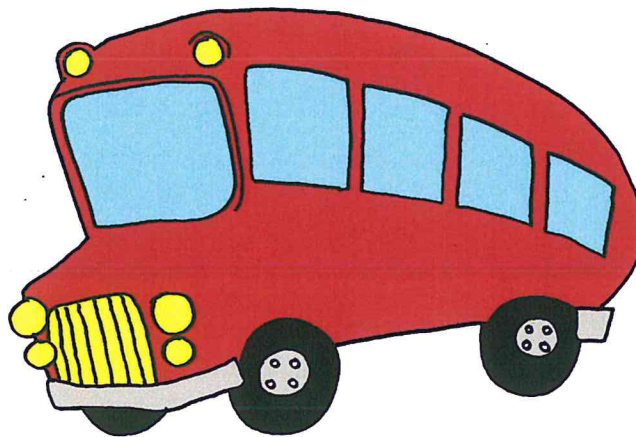
AT **6:30 p.m., August 11, 2015**, IN THE ASSEMBLY CHAMBERS OF THE PUBLIC SAFETY BUILDING, A PUBLIC HEARING WILL BE HELD ON THE FOLLOWING:

**APPLICATION FOR A NEW COMMERCIAL TOUR**

**Chilkat River Adventures**

Karen Hess, of Chilkat River Adventures, Inc., has applied to add a new tour activity to the company's other permitted 2015 tour activities. She proposes to pick up guests at the Port Chilkoot Dock in an airporter-style vehicle for a one-hour town tour to include Main Street, Front Street, Picture Point, Fort Seward, Dalton City, and the Cannery.

Title 5 of the Haines Borough code requires a public hearing before the assembly for all new tour activities. More information is attached to this notice (description & route map) and is also available in the borough clerk's office and on the website: <http://www.hainesalaska.gov/boroughassembly> (click on "Borough Assembly Meeting 8/11" under "Upcoming Events").



Comments may be made at the public hearings or sent ahead of time to P.O. Box 1209, Haines, AK 99827 or [jcozzi@haines.ak.us](mailto:jcozzi@haines.ak.us) or [kkielsmeier@haines.ak.us](mailto:kkielsmeier@haines.ak.us).

Posted 8/3/15  
Julie Cozzi, MMC, Borough Clerk



**Details of event(s) or tour activities:** (Important: This section is not optional. This information must be provided in detail even if the tour/event is not new per HBC 5.18.030.) Please provide the following information attaching additional documentation such as maps and marketing materials, as needed to fully describe the event/activity you seek a permit for.

Planned Tour Season Start: 2015  Requested Event Period (start & end): \_\_\_\_\_

Maximum Tour Customer Capacity: 27

Estimated Participants (Crew, Talent, Attendees, etc. for Special Event): \_\_\_\_\_  
Estimated Number of out of town guests \_\_\_\_\_

Location of Tour(s)/Event(s) (please list specific routes, stops, staging areas, helicopter or vessel take-off locations and landing destinations. Attach information if more space is needed.):

pick up at P.C. DOCK for @ 1 hour town tour. Stops will vary depending on the passengers. We intend to be flexible for the guests needs & requests. Tour will include Main Street, Front Street, Picture Point, Ft. Seward, Dalton City & the Cannery.

Map of Event(s) or Tour(s) Attached (please mark all proposed loading, stopping, unloading/staging areas, routes, flight paths, etc.).

Name and Address of Helicopter Company (CSK and Helicopter-related SE Permits only):  
N/A

Description of Tour Activities/Event(s) (competitions should include information about sponsors, prizes, etc.):

Pick up guests on a scheduled basis at the P.C. dock. Take passengers to Main Street for an informational tour. Take guests to Picture Point for photo opportunity, Dalton City & FT. Seward will also be on the route, not sure in which order. Also a trip out to the cannery and possibly a tour of the facility.

ALL  are stops

PICTURE  
 POINT

P.C. Dock  
P.U.

Letnikov  
Harbor

Front St.

2nd Ave.

Main St.

Allen Rd

3rd

5th Tract

Cemetery  
Hill

To Cannery

Haines Hwy

Fairgrounds

4 STOPS

- 1) Picture Point
- 2) Fairgrounds/Dalton City
- 3) Along Beach Rd
- 4) Letnikov Harbor
- 5) Back to P.C. Dock

**From:** [Robert Griffiths](#)  
**To:** [Julie Cozzi](#); [Shawn Bell](#); [Leslie Ross](#)  
**Subject:** RE: Request for New Tour...  
**Date:** Wednesday, July 22, 2015 4:08:57 PM

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I see nothing in the proposed tour that is of concern to the Police Department.

Bob Griffiths  
Interim Chief of Police  
Haines Borough Police Department  
PO Box 1209  
Haines, AK 99827

Office: [907-766-2121](tel:907-766-2121)  
Fax: [907-766-2190](tel:907-766-2190)  
[rgriffiths@haines.ak.us](mailto:rgriffiths@haines.ak.us)

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**From:** Julie Cozzi  
**Sent:** Wednesday, July 22, 2015 4:00 PM  
**To:** Robert Griffiths; Shawn Bell; Leslie Ross  
**Subject:** Request for New Tour...

Hi...

I have received the attached application from Chilkat River Adventures to add a new tour to their commercial tour permit. Title 5 requires the tourism director, harbormaster, and chief of police to make a recommendation before it goes to the assembly. I plan to take this to the assembly on August 11.

Please review the tour description and let me know if you have any concerns or input for the assembly to consider. Thank you!

*Julie Cozzi, MMC*

Borough Clerk  
Haines Borough  
P.O. Box 1209  
Haines, AK 99827  
907-766-2231, ext.31  
907-766-2716 (fax)  
[www.hainesalaska.gov](http://www.hainesalaska.gov)

"The most wasted day of all is that in which we have not laughed."

**From:** [Leslie Ross](#)  
**To:** [Julie Cozzi](#)  
**Subject:** RE: Request for New Tour...  
**Date:** Tuesday, July 28, 2015 4:08:31 PM

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Sorry ! I was going to talk to Karen about it.

I see no issues with the current proposed tour permit.  
Thank you  
Leslie Ross

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**From:** Julie Cozzi  
**Sent:** Tuesday, July 28, 2015 3:26 PM  
**To:** Shawn Bell; Leslie Ross  
**Subject:** FW: Request for New Tour...

Hi...

Just a reminder of this. I know you are super busy. Thanks so much!

Julie

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**From:** Julie Cozzi  
**Sent:** Wednesday, July 22, 2015 4:00 PM  
**To:** Robert Griffiths; Shawn Bell; Leslie Ross  
**Subject:** Request for New Tour...

Hi...

I have received the attached application from Chilkat River Adventures to add a new tour to their commercial tour permit. Title 5 requires the tourism director, harbormaster, and chief of police to make a recommendation before it goes to the assembly. I plan to take this to the assembly on August 11.

Please review the tour description and let me know if you have any concerns or input for the assembly to consider. Thank you!

*Julie Cozzi, MMC*

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**From:** [Shawn Bell](#)  
**To:** [Julie Cozzi](#)  
**Subject:** RE: Request for New Tour...  
**Date:** Tuesday, July 28, 2015 3:57:59 PM

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Thanks for the reminder, I don't have any problem with the tour.

Shawn

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**From:** Julie Cozzi  
**Sent:** Tuesday, July 28, 2015 3:26 PM  
**To:** Shawn Bell; Leslie Ross  
**Subject:** FW: Request for New Tour...

Hi...

Just a reminder of this. I know you are super busy. Thanks so much!

Julie

---

**From:** Julie Cozzi  
**Sent:** Wednesday, July 22, 2015 4:00 PM  
**To:** Robert Griffiths; Shawn Bell; Leslie Ross  
**Subject:** Request for New Tour...

Hi...

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Please review the tour description and let me know if you have any concerns or input for the assembly to consider. Thank you!

*Julie Cozzi, MMC*

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**Haines Borough  
Assembly Agenda Bill**

**Agenda Bill No.:** 15-585

**Assembly Meeting Date:** 8/11/15

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

<b>Full Title/Motion:</b>
Motion: Adopt Ordinance 15-07-416.

<b>Administrative Recommendation:</b>

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

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

<b>Summary Statement:</b>
<p>The Government Affairs and Services Committee recommends this ordinance that would eliminate the requirement for certain members of the Port and Harbor Advisory Committee to own a commercial vessel or noncommercial vessel to be appointed. The ordinance also removes language referring to ownership of a tariff-regulated company. The committee met in response to a request from resident Mike Denker, who wrote a paper, "Equal Protection and Property Qualifications for Appointment to the Haines Borough Port and Harbor Advisory Committee" that is available on the Borough website or from the clerk's office.</p> <p>The Port and Harbor Advisory Committee and the Harbormaster also reviewed this ordinance and made other recommendations (attached). The assembly chose to go with the GAS Committee recommendations instead.</p>

<b>Referral:</b>			
Sent to:		Date:	
Recommendation:	Refer to:	Meeting Date:	

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

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

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

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

Section 4. Amendment of Section 16.08.010. Section 16.08.010 of the Haines Borough Code is hereby amended as follows:

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

**16.08.010 Government of borough port and harbor facilities.**

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

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

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

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

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

ATTEST:

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

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

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

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

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

Attendance

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

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

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

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

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

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





Haines Borough  
HBPHAC BOARD  
RECORD OF DECISION

DATE: 6-25-15

TO: Borough Assembly

FROM: HBPHAC Board

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

Main Motion Norman, second Bill Passed 5-0

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

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

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

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

RATIONALE:

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

SUBMITTED BY \_\_\_\_Norman Hughes\_\_\_\_\_ (signature)



Haines Borough  
PORT AND HARBOR ADVISORY COMMITTEE  
RECORD OF DECISION

DATE: 9 July 15

TO: Borough Assembly

FROM: Port and Harbor Advisory Committee

COMMITTEE DECISION: Ports & Harbors Composition:

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

RATIONALE:

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

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

SUBMITTED BY Don Terrell (signature)

# memo

## Haines Borough

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

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

Shawn Bell  
Haines Harbormaster



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 15-584Assembly Meeting Date: 8/11/15

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

Full Title/Motion:
Motion: Adopt Ordinance 15-07-417.

Administrative Recommendation:
The borough manager recommends this ordinance.

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

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

Summary Statement:
<p>Since the adoption of the current Collective Bargaining Agreement (CBA) in mid-2013, borough code amendments have been needed. During contract negotiations, the borough recommended conversion of the employee leave system from annual/sick/personal to a combined personal leave, and that was approved by the union and the assembly. Since the Title 2 personnel code governs those employees who are not in the union, the assembly asked staff to work on an ordinance to bring code and the CBA into line wherever possible. Staff has been working on a comprehensive rewrite of the personnel code but has decided to bring a partial code revision ordinance at this time in order to address some of the biggest areas of discrepancy. The more comprehensive ordinance will come to the assembly as soon as possible. This ordinance has been drafted and thoroughly reviewed by the manager, clerk, finance director, and payroll clerk. On 8/3/15, the Personnel Committee confirmed support for this ordinance.</p>

Referral:	
Sent to: Personnel Committee	Date:
Recommendation: Adopt	Refer to: Meeting Date: 8/3/15

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

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

**BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:**

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

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

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

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

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

**Chapter 2.76  
CONDITIONS OF BOROUGH EMPLOYMENT**

Sections:

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

### **2.76.010 Permanent Regular.**

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

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

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

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

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

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

### **2.76.020 Temporary.**

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

### **2.76.030 Probation ary.**

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

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

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

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

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

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

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

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

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

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

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

#### **2.76.040 Regular work day – Scheduled hours of work.**

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

#### **2.76.045 Designated work week.**

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

#### **2.76.050 Regular work week.**

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



**2.76.060 Work week for shift employees.**

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

**2.76.065 Police and fire department scheduled work week and hours.**

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

**2.76.070 Regular overtime.**

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

**2.76.085 Flexible time.**

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

**2.76.090 Holiday overtime.**

Except where a collective bargaining agreement provides otherwise:

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

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

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

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

**2.76.095 Travel time.**

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

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

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

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

D. General Policies.

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

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

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

**2.76.100 Exceptions.**

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

**2.76.105 Standby time.**

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

**2.76.110 Call out time.**

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

**2.76.115 Swing shift pay differential.**

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

**2.76.120 Graveyard shift pay differential.**

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

**2.76.130 Uniforms.**

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

**2.76.140 Exception – Terms of hire.**

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

**2.76.150 Paydays.**

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

**2.76.160 Payroll deductions.**

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

**2.76.170 Recognized holidays.**

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

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

**2.76.180 Reserved.**

**2.76.190 Holidays falling on Saturday or Sunday.**

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

**2.76.200 Other employment.**

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

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

**2.76.205 Duplicate benefits prohibited.**

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

**2.76.210 Training.**

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

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

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

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

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

#### **2.76.220 Performance evaluation.**

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

#### **2.76.230 Physical examination.**

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

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

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

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

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

#### **2.82.040 Dismissal.**

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

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

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

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

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

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

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

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

#### **2.82.050 Layoffs.**

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

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

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

### **Chapter 2.84**

#### **VACATION TIME PERSONAL LEAVE**

Sections:

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

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

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

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

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

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

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

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

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

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

2.84.020 Permanent part-time/permanent seasonal employees-

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

2.84.030 Employees working less than a month-

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

2.84.040 Temporary employees-

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

2.84.050 While on leave without pay status-

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

**2.84.020 Personal leave use**

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

2.84.060 Saturdays, Sundays and holidays-

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

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

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

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

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

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

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

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

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

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

~~2.84.080 Department head to authorize.~~

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

~~2.84.090 At expiration of sick leave.~~

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

~~2.84.100 Termination.~~

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

~~2.84.110 Mandatory time off.~~

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

**2.84.030 2.84.120 Accumulation limit.**

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

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

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

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

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

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

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

~~2.84.140 During first year of employment.~~

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

~~2.84.150 Retroactive accrual.~~

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

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

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

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

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

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

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

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

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

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

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



~~2.84.160 Executive leave.~~

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

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

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

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

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

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

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

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

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

**Chapter 2.86**

**~~SICK LEAVE~~ EXECUTIVE LEAVE**

Sections:

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

~~2.86.015 Probationary employees.~~

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

~~2.86.030 Temporary employees.~~

~~2.86.040 Approval of sick leave.~~

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

~~2.86.060 Notification to superior.~~

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

~~2.86.080 Upon separation.~~

~~2.86.090 Transfer of vacation time.~~

~~2.86.100 Generally.~~

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

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

~~2.86.015 Probationary employees.~~

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

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

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

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

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

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

~~2.86.030 Temporary employees.~~

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

~~2.86.040 Approval of sick leave.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~H. In this section:~~

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

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

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

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

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

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

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

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

~~2.86.060 Notification to superior.~~

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

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

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

~~2.86.080 Upon separation.~~

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

~~2.86.090 Transfer of vacation time.~~

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

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

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

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

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

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

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

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

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

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

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

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

~~2.86.100 Generally.~~

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

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

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

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

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

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

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

**Chapter 2.88**

**LEAVES OF ABSENCE**

Sections:

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

~~2.88.020 More than 10 days leave.~~

2.88.030**020** Active military duty.

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

2.88.050**040** Emergency response leave.

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

**2.88.060 Family Medical Leave**

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

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

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

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

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

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

~~2.88.020 More than 10 days leave.~~

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

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

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

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

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

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

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

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

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

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

**2.88.05040 Emergency response leave.**

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

**2.88.06050 Witness and jury duty leave.**

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

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

**2.88.060 Family Medical Leave.**

**A. Family Medical Leave Act (federal).**

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

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

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

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

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

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

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

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

**B. Alaska Family Leave Act.**

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

**2. AFMLA leave is not cumulative with FMLA leave.**

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

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

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

**Chapter 2.92**

**DISABILITY AND HEALTH INSURANCE**

Sections:

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

**2.92.010 ~~Group health insurance available.~~**

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

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

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

ATTEST:

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

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

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

**COLLECTIVE BARGAINING AGREEMENT**

**By and Between**

**THE HAINES BOROUGH**

**And**

**PUBLIC EMPLOYEES LOCAL 71**



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**ARTICLE 1  
PREAMBLE**

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

**ARTICLE 2  
RECOGNITION**

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

**SECTION 1. Union Membership**

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

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

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

**SECTION 2. Employee Status**

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

**SECTION 3. Dues Deductions**

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

**ARTICLE 1  
PREAMBLE**

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

**ARTICLE 2  
RECOGNITION**

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

**SECTION 1. Union Membership**

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

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

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**SECTION 2. Employee Status**

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

**SECTION 3. Dues Deductions**

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

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

#### SECTION 4. Exceptions

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

#### SECTION 5. Hold Harmless.

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

### **ARTICLE 3 MANAGEMENT RIGHTS**

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

### **ARTICLE 4 DEFINITIONS**

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

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

"Union" - Public Employees Local 71.

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

“Employer” - the Haines Borough.

“Assembly” - the Haines Borough Assembly.

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

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

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

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

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

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

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

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

**ARTICLE 5**  
**CONFORMITY TO LAW**

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

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

**ARTICLE 6**  
**NEGOTIATIONS**

**A. MEDIATION**

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

**B. ADVISORY ARBITRATION**

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

**C. RATIFICATION**

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

**ARTICLE 7**  
**GRANT EMPLOYEES**

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

employees through other funding sources.

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

## **ARTICLE 8 HOLIDAYS**

### **A. PAID HOLIDAYS**

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

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

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

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

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

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

## ARTICLE 9

### LEAVE

#### A. PERSONAL LEAVE

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

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

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

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

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

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

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

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

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

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

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



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

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

#### B. LEAVE WITHOUT PAY

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

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

#### C. PERSONAL LEAVE CASH IN POSSIBILITIES.

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

#### D. WITNESS AND JURY DUTY LEAVE

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

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

#### E. ACTIVE MILITARY DUTY

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

#### F. RESERVE MILITARY DUTY OR TRAINING

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

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

#### G. EMERGENCY RESPONSE LEAVE

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

#### H. LEAVE DONATIONS

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

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

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

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

#### I. TRANSITION

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

#### Transition Sick Leave Use

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

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

marriage within and including the second degree of kindred.

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

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

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

## **ARTICLE 10 PAY PERIODS**

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

## **ARTICLE 11 BENEFITS**

### **HEALTH INSURANCE**

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

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

#### **PERS**

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

#### **SBS**

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

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

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

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

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

**ARTICLE 13  
TOOLS AND UNIFORMS**

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

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

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

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

**ARTICLE 14  
PROBATIONARY STATUS**

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

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

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

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

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

## **ARTICLE 15 WAGES**

### **A. WAGE SCHEDULE**

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

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

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

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

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

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

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

### **B. OVERTIME**

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

### **C. CALL OUT TIME**

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

#### D. STANDBY TIME

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

#### E. SHIFT DIFFERENTIAL

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

#### F. STEP ADVANCEMENT

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

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

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

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

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



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

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

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

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

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

#### G. TRAVEL TIME

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

#### H. TEMPORARY UPGRADES

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

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

#### I. SALARIED EMPLOYEES

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

## **J. EXCEPTION TO NO STRIKE CLAUSE WAIVER**

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

## **ARTICLE 16 CONTRACTING OUT**

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

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

## **ARTICLE 17 NO STRIKE CLAUSE**

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

## **ARTICLE 18 GRIEVANCE PROCEDURE**

### **A. GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

## B. BOARD OF ARBITRATION

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

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

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

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

## **ARTICLE 19 EMPLOYMENT PRACTICES**

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

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

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

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

## **ARTICLE 20 CONCLUSION OF COLLECTIVE BARGAINING**

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

## **ARTICLE 21 TERM OF AGREEMENT**

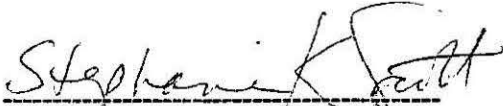
This Agreement shall become effective July 1, 2013, and remain in effect through June 30, 2016.

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


HAINES BOROUGH ASSEMBLY:



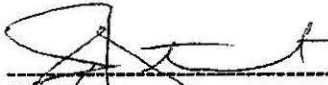
Mark Earnest, Borough Manager  
Haines Borough  
Spokesperson



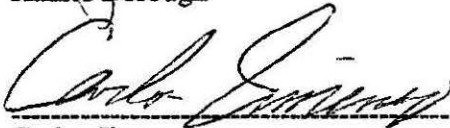
Stephanie Scott, Mayor  
Haines Borough



Joanne Waterman, Personnel Committee Chair  
Haines Borough



Jifa Stuart  
Haines Borough



Carlos Jimenez  
Haines Borough



Julie Cozzi, Recorder  
Haines Borough

PUBLIC EMPLOYEES LOCAL 71:



Tom Brice  
Public Employees Local 71  
Spokesperson



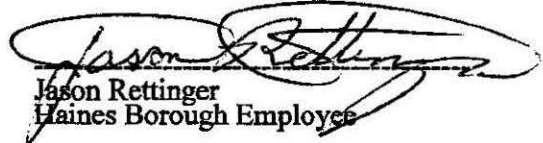
Cathy Keller  
Haines Borough Employee



Scott Bradford  
Haines Borough Employee



Phil Benner  
Haines Borough Employee



Jason Rettinger  
Haines Borough Employee



Jane Clark  
Haines Borough Employee



Ed Bryant  
Haines Borough Employee



# MANAGER'S REPORT

DATE: August, 11 2015  
 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:**

Noise Study: Upon my return from vacation I contacted Meade & Hunt and was informed that they are in the final stages of updating their report.

Police Study: Chief Griffiths and I spoke with Mr. Russell and we anticipate a revised DRAFT on the report on or about 14 August.

Governor Walker Visit: On Thursday 6 August, the Borough hosted Governor Walker and two of his staff members for a lunch meeting. Present from the Borough were Mayor Hill and the Manager.

Facilities & Public Works Director Hire: A number of applications have been received and the Manager is reviewing them to identify competitive applicants for interview.

Legislative Visit: Representative Sam Kito will be present at the meeting of 11 August and will be in the community 11 and 12 August. Borough Staff have worked with Rep. Kito's office to assist with scheduling.

HARK Contract: Chief Griffiths and I met with HARK representatives on Friday 10 July and reviewed a DRAFT of the contract. We are awaiting feedback from the HARK Board of Directors.

Lynn Canal Conservation Meeting: On 6 August, the Manager met with representatives from LCC and discussed several items to include coordination with BLM regarding land use, software for monitoring heliski map violations, and regulation of tours on Borough land.

Community Non-profit Funding Applications: A revised application packet was prepared and posted to the Borough's website. A submission deadline of 22 August has been set with a plan for the item to be before the Assembly on 22 September.

Possible FY16 Budget Amendment: As we move through the first quarter of FY16, the staff will identify items that may require budget amendments. My goal for FY16 is to present these on a quarterly basis.

Training Officer (Fire Department): Firefighter Jenn Walsh has been offered the position of Training Officer for the Haines Borough Fire Department.

Facilities & Public Works: (See Attached Spreadsheet)

## Ongoing Public Works and Facilities Projects

Item	Planning Lead	Scheduled Start Date	Scheduled Completion Date	Status	Remarks	Other
VocEd Building	Facilities	Last week of May	Final Completion Sep 18		Project well underway, contractor expects to meet Aug 18 substantial completion deadline, I am doubtful that will happen.	Expect a change order of about \$75k for items added to the project
Allen Road	W/S	May 1 (delayed due to Dec-SEE REMARKS)	15-Aug		Project is essentially complete lacking only close out paper work and asbuilt drawings.ects to meet deadline.	Change order being developed to cover cost of additional work and material added to improve subgrade in bad areas. Site was visited and documents were reviewed by EPA reps.
School Roof Project	Facilities	NET 7 June	NLT 18 August		Contract awarded to Silverbow Const. of Juneau. Expected to be on site this week. Site was visited and documents were reviewed by EPA reps.	Change order issued to have roof over the newer school inspected, some problem areas were identified and will be addressed in the CO
Sledding Hill	Facilities	In progress	1-Oct		Trees removes, stumps next (Whiterock)	Don't expect action until the fall on this one
Piedad Water Transmission Line Replacement	W/S	Sept 1, or sooner as result of positive ecoli sample in that area	TBD		In design phase. A portion of money needs to be spent by May of 2016. Seek to do building, foundation, tank this fall	Engineer and others walked and climbed the site to determine best building location and pipe route. Property owned has agreed to sign a use agreement until final sale goes through.
Summer Road Maintenance	PW	Started	Through Oct		Road maintenance matrix currently beign updated	Beach road and Soap Suds alley chip sealed. Additional D1 and grading taking place through out the townsite road system
Picture Point	Tourism	In progress	Ongoing		Bathrooms installed and open as of July 1, 2015	Met with this committee July 6, 2015, agreement that phased project with trails first is the best way to proceed. RFP for trail, log parking barrier and grass seeding being reviewed by PP committee.
Waste Water Treatment Facility	W/S				\$1.7 mill DEC loan secure, plans approved by DEC and submitted for grant point review	Working to coordinate with pellet grant folks and building designers to accommodate pellet heat with oil backup
Public Safety Building/Jail Cells:	Facilities		Complete		Heating upgrades are being planned for the existing jail cells. All work will be performed by Borough Maintenance staff using new in-floor heating. During the winter months, the heat in the cells has failed many times.	Added drainage, put radiant heat in. Considering installing new toilets in two cells and ventilation system in crawlspace. Working on better ventilation in the upstairs server room as directed by IT. PF office moved from temp. trailer into former space.
Small Boat Harbor Expansion	Harbormaster				Pending decision on mitigation actions	
Letnikof Float repair	Harbormaster	NLT mid Jul	NLT Late July		Work completed with little complication	Anticipate a change order of about \$15k for additions to the project. Latest report, contractor will be on site Tuesday July 14th. Work complete, awaiting final billing.
Excursion Inlet Bridge	EconDev					
School Renovation Completion Project						
Open Projects in Closeout that need final paerwork						
Repeater Station					Kyle Sinclair and Assoc. Explored the repeater station issues and provide and assessment , several deficiencies were identified and corrected, the antenna was determined to be the major cause of trouble.	Receive a quote from APT to provide and install new cable and antenna. We are currently using APT's area wide antenna to provide communication to the upper valley ✓
Haines Senior Center, siding ,windows,doors	Facilities	TBD			Meeting with JYL and the Senior Group on July 30 to discuss the project and arrive at a cost estimate	
Mathias-Lutak sewer improvement project	W/S	July	Aug		Start delayed due to time taken to gather survey information needed to develop plan.	Plan submitted and approved by DEC. Work to begin July 30
Roll on Roll off ramp at Lutak Dock	harbors	tbd			Air leak discovered at the RORO 7-9-2015 , attempting a temp. fix. Ramp is severely degraded, replacement needs to be considered in the near future.	Ramp deflates to the point of sinking in about 3 days. Temp. fix will hopefully remedy this in the short term.



## Sheldon Museum and Cultural Center

Director's Report: July 2015

July Visitor count: 1940

July Volunteer hours: 32 volunteers donated 447.75 hours

Student Programs: 1 summer camp, 8 children and 2 adults

# Collection Accession Records Created or Altered: 734

Research Requests: 14 (22 staff hours spent on research)

### **Programs, Events and Staff Training**

- Every cruise ship day: food demonstrations in the lower gallery, manned by volunteers and staff.
- Final Science Camp July 20-24, 2015
- First Friday: "Make Your Self-Portrait" July 3, 2015, 5-7 p.m.
- Mannequin Workshop at the Alaska State Museum in Juneau (Helen leading) July 13-17, 2015
- *Portraits: People in Paint* last day of exhibit July 25, 2015.
- Ernest Conrad, environmental engineer, site visit, July 28, all day.
- *Six Week Spotlight: Katie Craney*: July 31-Sep 12

### **Administration:**

- **Advertised two positions:** Interviewed more Museum Assistant candidates. Continued to take in resumes for the Operations Facilitator from the national search.
- **Hired two staff:** Sara Chetney hired as Museum Assistant for half of July and August. Jessy Shaw hired as Museum Assistant from August through September.
- **Received collection donations from** Jean Smith (1 seal fur coat)
- **Contractors:**
  - Jeff Moskowitch continues to scan large images from the flat files, digitizing our maps and posters.
  - CJ returned and started work on the few map case drawers that still needed to be accessioned.
  - Engineer Ernest Conrad arrived on July 30 and examined the building. He discovered that there is no moisture barrier in the lower level walls, nor under the cement floor. He also discovered that air leaks noted in a 1998 assessment are still present. He will be writing a report on recommendations for our HVAC and building insulation.
  - Jason from Westfire in Seattle arrived on July 30 and reloaded the program for the Halon System. He rehooked up the halon tanks and did a cursory test of the system.
- **Building Improvements & Maintenance:** Borough Maintenance installed a screen door on area where garbage cans are stored. Halon system was out for nearly two weeks due to a computer problem. The program was reinstalled and the system hooked up again and is now working properly.
- **Storage Upgrades:** Examined compactor storage units available from the State of Alaska. Determined that the largest unit might not have large enough shelves for our boxes. Dawson Construction bid \$30,000 to remove the units and install them into our lower level area. The bid allows us to use volunteer labor, which will greatly reduce the cost, too. The \$30,000 is if they use all of their own labor and does not provide any overhead for the company. Dawson is donating that since we are an educational institution and they support educational initiatives.
- **Johnson-Satterwhite family reunion:** On Tuesday, July 14<sup>th</sup>, at 2 p.m. the Johnson-Satterwhite family came to the museum to view their family exhibit and video recordings as part of their family reunion in Haines.

- **Professional Exchange:** Helen Alten was borrowed by the Alaska State Museum for a week to teach staff and volunteers how to make mannequins and to oversee the construction of 35 museum-quality mannequins for the Alaska State Museum. This support of the ASM was given because of the large amount of support, including regular grant funds, that the ASM has given to our museum since its conception.
- Staff manned the cruise ship docks on ship days to act as an ambassador for the museum.
- **Hobo Dataloggers:** The computer seems not to be “seeing” the dataloggers. We could not download the data for the engineer’s visit on July 28. Eli White will try to figure out what is going on and fix the issue in early August.

### ***Fundraiser: Totem Trot***

- Marketing:
  - Advertisements in the Capital City Weekly, Whitehorse Star, Juneau Empire, and Chilkat Valley News newspapers.
  - Posted the event on community calendars in Haines, Sitka, and Juneau, and Facebook.
  - Created a radio PSA that has aired in Juneau, Haines, Skagway, Klukwan, Sitka and Whitehorse.
  - Updated the Totem Trot website ([www.totemtrot.com](http://www.totemtrot.com)), creating new logos and images and new maps for the 5k and ½ marathon routes.
  - Completed design of a 2015 logo for the race and promotional materials.
- Race planning:
  - Worked with Tracy at the borough to create ARCGIS maps and satellite view maps for the race.
  - Met with police officer Josh Dryden to arrange police coverage of the event.
  - Talked with Jen Walsh and secured EMT volunteers and a standby ambulance during the event.
  - Signed up volunteers for the totem pole stations. Began writing procedures for the different volunteer positions.
  - Sent out 50 letters asking for prize donations for the event.
  - Ordered corporately sponsored numbered running bibs.
  - Ordered promotional materials: Bandanas and totebags

### ***Exhibits***

- **Southeast Alaska State Fair Exhibit:** Designed, printed and mounted large labels about the museum, our exhibits, and upcoming events. Installed them in a 6-foot glass case. Worked with Jim Shook to install Tom Bieleski’s bridges and associated labels in a second 6-foot glass case.
- **Katie Craney Six-Week Spotlight exhibit:** Created posters and postcards for the exhibit. Cleaned up exhibit walls and repainted as necessary. Assisted with lighting. Provided a fruit plate for the opening.
- **Portraits: People in Paint exhibit:** Coordinated exhibit de-installation with Donna Catotti (occurred on July 25<sup>th</sup>).
- **The Peter and Dixie Johnson Exhibit:** Created display materials, researched and wrote biography, arranged artifacts, and set up a computer display playing two videos of the couple.
- **Exhibit Upgrades:** Made interpretation labels for three guns, as requested by a visitor. Replaced a label that had fallen in the **History of Haines** exhibit case.

### ***Collections***

- **Museums Alaska Collections Management Grant (Spring 2015):**

- 46 archival objects were humidified, flattened, documented and returned to storage. This completes the flattening process for all known rolled archives (77 total).
- Physical inventory of 24 drawers and one shelf storage area.
- Kathleen King, the summer intern, completed a Project Report before leaving at the end of her summer tenure.
- **Accessioning and documentation of incoming and older objects, records updating** (199 total):
  - Donation accession: Blythe Carter – hat (1 object)
  - Donation accession: Jean Smith – seal skin coat (1 object)
  - Completed database cataloging of Steve Homer archives (78 catalog records)
  - Housed and stored John Hagen photography accession (21 objects)
  - Updated 60 records.
  - Cataloged 33 large photographs and accessioned one large-format photograph.
- **Research requests** (some examples):
  - Fort Seward research for the Alaska Arts Confluence project
  - An archaeologist researching Skondoo
  - A young woman researching her parents
  - A clan member seeking information on Tlingit copper regalia
  - The Masonic Club in Haines
  - U.S. Army seeking information and historical images on the Tank Farm to guide clean up efforts.
  - Family members researching Tlingit items on display and whether they were from Pete and Dixie Johnson
  - A request for recordings of the Brown Bag lunch sessions
  - Clarification of the history of a child's dress owned by the Sheldon Jackson Museum, which, it turns out, was from Haines and owned by Carrie and Kotzie Willard
  - Skagway Traditional Council seeking clarification on a photograph of Isaac, Chief of Chilkots, an image they were planning on using on a public sign.
  - How the thunderbird became a clan
- Ongoing project: ensure thank you letters were sent to all 2014 and 2015 donors.
- Researched the possibility of changing the museum collection's database system
- **KHNS History Talks:**
  - None were done in July

### **Operations**

- Jackie St. Clair continued volunteer coordination, recruitment and scheduling. She also coordinated Sara Long, the CIA volunteer.
- Museum grounds: Gardens were weeded and watered by staff and volunteers. Volunteer Diana Kelm spearheaded this task and did the majority of the work.
- Computer upgrades: Warren Johnson developed an outline for an upgrade of the Museum's technology with Helen Alten. He also fixed Helen's ability to coordinate with the Borough's computers and worked on problems with our server and backups.

### **Upcoming Activities**

- First Friday: August 7 – Family Apple Activities
- Totem Trot and totem pole raising: August 15
- *The Forest Meets the Sea – a Northern Culinary Adventure: Dinner with Miche Genest:* August 29, 2015

- Halibut Sausage making and other foods with Sarah Lewis, Cooperative Extension Agent, Sept 24-27, 2015
- *Six Week Spotlight: Rebecca Brewer & Adrian Revenaugh Collaboration*: Sep 18 – Oct 31
- *35 Years of KHNS Radio in Haines*: October 2 – November 14, 2015
- Doll Fair October 10, 2015
- *Harry Potter's World Exhibit* December 18 2015-January 30, 2016:
- *Six Week Spotlight: Kerry Cohen*: Feb 5-Mar 19, 2016

**Unscheduled:**

- Reprint “The Tlingit” by Wallace Olson (fall 2015?)
- Totem Pole book/brochure (2016?)
- *MRV Architects*: Final concepts in Public meeting

**Future Funding Needs**

- Server is in need of replacement. All technology needs to be rethought and upgraded. (Possible Rasmuson Tier 1 grant)
- Public Bathrooms need to be upgraded and made to meet ADA requirements (CIP request)
- Painting building needs to be completed. (Maintenance funds)
- Grounds improvements – plantings and water access to museum

**SHELDON MUSEUM AND CULTURAL CENTER, INC**  
**Board of Trustees Meeting Minutes**  
**Monday, May 12th, 2015 at the Sheldon Museum**

**CALL TO ORDER:** 2:05 pm by Board President Jim Heaton

**Approved**

**ATTENDANCE:**

**Board:**

**Present:** Jim Shook, Vice President, Anastasia Wiley, Secretary, Dave Pahl, Diana Kelm

**Absent:** Michael Marks Treasurer, Lorrie Dudzik, Ginger Jewell (resigned)

**Excused:** John Hagen

**Staff:** Helen Alten

**Borough Liaison:** Diana Lapham

**Guests:** Borough Manager, David Sosa

**ADDITIONS/CHANGES TO THE AGENDA:** New Business first, then Unfinished Business

**APPROVAL OF AGENDA [as Amended]** M/S Shook/Pahl; motion carried

**APPROVAL OF MINUTES [May 12, 2015]:** M/S Pahl/ Diana Kelm to approve minutes of last meeting - approved unanimously.

**STAFF REPORT:** A Staff Report was included in the Board's packet. Helen emphasized:

- A How-To-Manual is being compiled due to open positions at SMCC
- Technical changes to computer system are being made by Eli White, college student, computer specialist.
- Cash Register fixed.
- Advertising Blythe's position as outreach/marketing
- Entrance has new exhibit presentation: Museum-Town-Fort flow
- Collection Management Grant for large format materials which will be scanned.
- Store storage has been cleaned
- Art Acquisition Fund grant received for John Hagen photos
- Volunteer Luncheon was very successful
- 'Portraits: People in Paint' is next exhibit, opening next Friday.
- Sheldon Museum Totem Pole raising to be scheduled with 'Totem Trot'

**PRESIDENT'S REPORT**

- SMCC Public Non-profit Corporation
- Board Training with Borough emphasized laws involved in decision making; i.e. Sunshine Clause
- Emphasized no discussion between board members outside meetings
- Possibility of 2<sup>nd</sup> week meetings; discussed Director's independent decision making ability vs Board special meetings
- Minutes need to be action items only; can have other detail but not mandatory
- Fundraising responsibilities
- Gardens/tables Director's option- no monetary gain items, not in 'collection' items

**NEW BUSINESS**

- Ground Squirrel Robe loaned without Board approval- not enough time to ask; Svenson watercolor also
- Director's discretion is in force since we have a professional director; Helen to prepare a draft loan policy.
- Board needs to be informed of actions
- Used Compact Storage containers from Juneau discussed; \$15,000. limit placed on project (from Unrestricted Funds) to dismantle, move and install M/S Pahl/Shook

**UNFINISHED BUSINESS**

- Vacant Board positions- Greg Richmond? No
- Kim Chetney (her daughter Sara is a 20 hrs/week intern) Yes; she was fundraiser at Chicago Art Museum; 4.2 million for Boys/Girls Club, etc
- State Fair- Bridge display will be in glass cases; Shook to work with them
- New Pathways Anchorage week immersion for \$20,000 grant 2015-2016- 4 Board members, 2-3 staff, local artists
- Tours 2016 problem is no handicap buses; liability which affects insurance
- Totem Trot- posters ready; need to get faces on website for sponsors at \$200/runner; Can have teams as walking groups
- Anastasia and Michael/Lorrie to work with Kim Chetney to help handle this for the Museum

**NEXT MEETING: Tuesday, July 7<sup>th</sup> at 2:00pm**

**MEETING ADJOURNED:** approximately 3:45pm

Respectfully submitted,

*Anastasia Wiley*, Secretary

**Haines Borough Personnel Committee Meeting  
August 3, 2015, 6:00PM Assembly Chambers**

Committee: Chair: Waterman, Mike Case, Diana Lapham, Manager Dave Sosa  
Ex Officio: Mayor Jan Hill  
Staff: Chief Robert Griffiths  
Other Attendees: Ron Jackson

Report: Diana Lapham

**1. Topic: Ordinance 15-07-417 – Personnel Code Amendments**

It had been expressed by an Assembly member that this ordinance should have a review by the Personnel Committee. Committee had no issues with this ordinance since it was a matter of written housekeeping for clarity.

**Action:** Motion - Case moved to agree with Ordinance 15 -07-417, and it was seconded by Lapham. The motion carried unanimously.

**2. Topic: Review of Organizational Structure**

The manager gave 3 possible staffing options: 1) rehire a Community & Economic Development Director, 2) go back to an Executive Assistant to the Manager, or 3) hire an Executive Assistant+ (with expanded duties). The committee received pros and cons with each option, as well as the impact on payroll.

**Action:** No action expected or taken. Manager was requesting perspective from the Committee.


**3. Review of disciplinary, training, and annual evaluations related to former public safety employees.**

NOTE: This portion of the meeting was held in executive session; it was eligible because discussion in public would tend to prejudice the character of one or more persons.

**Action:** Motion – Case moved to go into Executive Session, and it was seconded by Lapham.

Motion to Amend – Waterman moved to invite Mayor Hill and Chief Griffiths to attend, and the amendment motion carried unanimously. The motion to go into executive session, as amended, carried unanimously.

The meeting adjourned at 7:45pm.



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 15-581Assembly Meeting Date: 8/11/15

Business Item Description:	Attachments:
Subject: Harbor Fee Schedule Revision	1. Ordinance 15-06-415 - Current Draft 2. 8/6/15 Memo from the Harbormaster re. Rate Increases & Hazardous Waste Disposal 3. PHAC 7/9/15 Recommendations 4. PHAC 4/27/15 Request 5. Harbormaster Recommendation with SE Alaska Comparisons
Originator: Port & Harbor Advisory Committee	
Originating Department:	
Date Submitted: 6/3/15	

**Full Title/Motion:**

Motion already on the table: Adopt Ordinance 15-06-415.

**Administrative Recommendation:**

The borough manager and harbormaster recommend this.

**Fiscal Impact:**

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

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives:

Consistent:  Yes  No**Summary Statement:**

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

Following the second hearing on 7/28, the assembly postponed adoption to this meeting so staff could look into the costs and benefits of the proposed moorage rate increase and the cost of hazardous material disposal. The manager and harbormaster will address this question during the meeting.

**Referral:**

Referred to: Port &amp; Harbor Advisory Committee

Referral Date: 6/23/15

Recommendation: Sub Ord removing fee for transient boats doing biz

Meeting Date: 6/25/15

**Assembly Action:**

Meeting Date(s): 6/23, 7/14, 7/28, 8/11/15

Public Hearing Date(s): 7/14, 7/28/15

Postponed to Date:



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

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

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

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

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

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

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

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

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

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

## Haines Borough – Harbor Fee Schedule

(See HBC Title 16 for regulations and more information)

### ~~1.~~ Transient Boat Moorage Fees

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

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

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

### ~~2.~~ Boat Launch Ramp Use Fees

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

### **3. Live-Aboard Fees**

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

### **4. Conducting Business from Any Vessel in the Harbor**

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

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

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

### **6. Seaplane Moorage Fees**

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

### **7. Electrical Connection and Service Rates**

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

### **8. Harbor Crane Use**

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

**9. Letnikof Cove Harbor Moorage**

**Special Joint-Use Permit Fees**

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

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

**Regular Use Permit Fees**

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

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

**10. Miscellaneous Fees**

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

**11. Hazardous Waste Disposal**

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

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

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

**~~13. Permanent Open Moorage Vessels~~**

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

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

**14. Annual Moorage Rates**

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

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Length (feet)	<del>10/1/12 to</del> <b>9/30/13</b>	<del>10/1/13 to</del> <b>9/30/14</b>	<b>10/1/14 to</b> 9/30/15	<b>10/1/15 to</b> 9/30/16	<b>10/1/16 to</b> 9/30/17	<b>10/1/17 to</b> 9/30/18	<b>10/1/18 to</b> 9/30/19	<b>10/1/19 to</b> 9/30/20
	(\$18/ft up to 40 ft; \$24/ft over 40 ft)	(\$19/ft up to 40 ft; \$25/ft over 40 ft)	(\$20/ft up to 40 ft; \$26/ft over 40 ft)	(\$21 <del>22</del> /ft up to 40 ft; \$27 <del>28</del> /ft over 40 ft)	(\$22 <del>23</del> /ft up to 40 ft; \$28 <del>29</del> /ft over 40 ft)	(\$23 <del>24</del> /ft up to 40 ft; \$29 <del>30</del> /ft over 40 ft)	<b>(\$25/ft up to 40 ft; \$31/ft over 40 ft)</b>	<b>(\$26/ft up to 40 ft; \$32/ft over 40 ft)</b>
40	\$960	\$760	\$800	\$840	\$880	\$920	<b>\$1000</b>	<b>\$1040</b>
41	\$984	\$1,025	\$1,066	\$1,107	\$1,148	\$1,189	<b>\$1271</b>	<b>\$1312</b>
42	\$1,008	\$1,050	\$1,092	\$1,134	\$1,176	\$1,218	<b>\$1302</b>	<b>\$1344</b>
43	\$1,032	\$1,075	\$1,118	\$1,161	\$1,204	\$1,247	<b>\$1333</b>	<b>\$1376</b>
44	\$1,056	\$1,100	\$1,144	\$1,188	\$1,232	\$1,276	<b>\$1364</b>	<b>\$1408</b>
45	\$1,080	\$1,125	\$1,170	\$1,215	\$1,260	\$1,305	<b>\$1395</b>	<b>\$1440</b>
46	\$1,104	\$1,150	\$1,196	\$1,242	\$1,288	\$1,334	<b>\$1426</b>	<b>\$1472</b>
47	\$1,128	\$1,175	\$1,222	\$1,269	\$1,316	\$1,363	<b>\$1457</b>	<b>\$1504</b>
48	\$1,152	\$1,200	\$1,248	\$1,296	\$1,344	\$1,392	<b>\$1488</b>	<b>\$1536</b>
49	\$1,176	\$1,225	\$1,274	\$1,323	\$1,372	\$1,421	<b>\$1519</b>	<b>\$1568</b>
50	\$1,200	\$1,250	\$1,300	\$1,350	\$1,400	\$1,450	<b>\$1550</b>	<b>\$1600</b>
51	\$1,224	\$1,275	\$1,326	\$1,377	\$1,428	\$1,479	<b>\$1581</b>	<b>\$1632</b>
52	\$1,248	\$1,300	\$1,352	\$1,404	\$1,456	\$1,508	<b>\$1612</b>	<b>\$1664</b>
53	\$1,272	\$1,325	\$1,378	\$1,431	\$1,484	\$1,537	<b>\$1643</b>	<b>\$1696</b>
54	\$1,296	\$1,350	\$1,404	\$1,458	\$1,512	\$1,566	<b>\$1674</b>	<b>\$1728</b>
55	\$1,320	\$1,375	\$1,430	\$1,485	\$1,540	\$1,595	<b>\$1705</b>	<b>\$1760</b>
56	\$1,344	\$1,400	\$1,456	\$1,512	\$1,568	\$1,624	<b>\$1736</b>	<b>\$1792</b>
57	\$1,368	\$1,425	\$1,482	\$1,539	\$1,596	\$1,653	<b>\$1767</b>	<b>\$1825</b>
58	\$1,392	\$1,450	\$1,508	\$1,566	\$1,624	\$1,682	<b>\$1798</b>	<b>\$1856</b>
59	\$1,416	\$1,475	\$1,534	\$1,593	\$1,652	\$1,711	<b>\$1829</b>	<b>\$1888</b>
60	\$1,440	\$1,500	\$1,560	\$1,620	\$1,680	\$1,740	<b>\$1860</b>	<b>\$1920</b>
61	\$1,464	\$1,525	\$1,586	\$1,647	\$1,708	\$1,769	<b>\$1891</b>	<b>\$1952</b>
62	\$1,488	\$1,550	\$1,612	\$1,674	\$1,736	\$1,798	<b>\$1922</b>	<b>\$1984</b>
63	\$1,512	\$1,575	\$1,638	\$1,701	\$1,764	\$1,827	<b>\$1953</b>	<b>\$2016</b>
64	\$1,536	\$1,600	\$1,664	\$1,728	\$1,792	\$1,856	<b>\$1984</b>	<b>\$2048</b>
65	\$1,560	\$1,625	\$1,690	\$1,755	\$1,820	\$1,885	<b>\$2015</b>	<b>\$2080</b>

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

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

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

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

ATTEST:

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

Date Introduced: 06/23/15  
Date of First Public Hearing: 07/14/15  
Date of Second Public Hearing: 07/28/15 – Adoption Postponed to 8/11/15  
Adoption: \_\_\_/\_\_\_/\_\_\_





# Memo HARBOR

Date: August 6, 2015

To: David Sosa, Haines Borough Manager

From: Shawn Bell, Harbormaster

Re: Hazardous Waste and Revenue Increases

### **Hazardous Waste Disposal:**

Revenue from harbor fees is used to pay for many harbor services, hazardous waste being one of them. There has been no prior discussion of changing how hazardous waste is paid for or the cost of doing so. The change that has been proposed in the Hazardous Waste section is simply a more accurate description of how hazardous waste is being paid for. Currently, the fee schedule states that hazardous waste disposal is "free". As we all know nothing is free, this is why the wording was changed to "included in moorage".

### **Expected Revenue Increases:**

After applying the proposed fee changes to our current harbor customers, I have come up with the following revenue estimates for the 2015-2016 moorage year.

25' min for Vessels:

\$1,200 est.

Increase Annual Fee by \$1.00:

\$4,000 est.

Increase Transient Rate:

\$4,000 est.

New minimum for Letnikof Sticker:

\$500 est.

Jack Stands:

\$1,000 est.

This comes to an estimated total of \$10,500. The additional revenue will help to close the budget gap and ensure that all harbor services, including Hazardous Waste Disposal, will continue to be provided.



Haines Borough  
HBPHAC BOARD  
RECORD OF DECISION

DATE: 6-25-15

TO: Borough Assembly

FROM: HBPHAC Board

BOARD DECISION:

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

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

RATIONALE:

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

SUBMITTED BY \_\_\_\_\_Norman Hughes\_\_\_\_\_ (signature)



Haines Borough  
PORT AND HARBOR ADVISORY COMMITTEE  
RECORD OF DECISION

DATE: 9 July 15

TO: Borough Assembly

FROM: Port and Harbor Advisory Committee

COMMITTEE DECISION:

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

RATIONALE:

This fee is rarely used & not needed.

SUBMITTED BY

Don Turner

(signature)



Haines Borough  
**BOROUGH ASSEMBLY**  
**ACTION REQUEST**

DATE: 4-27-15

TO: Borough Assembly

FROM: Haines Borough Ports and harbor Advisory Committee

BOARD ACTION:

Motion: Norman to finish Edits on fee schedule and submit to the Borough Assembly for their consideration. Bill 1st, Don 2<sup>nd</sup>, passed 5-0

RATIONALE:

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

Fee schedule recommendations from the HBPHAC

1# Transient moorage was increased 10%

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

Transient moorage rate at Letnikof was raised 10%.

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

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

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

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

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

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

BOARD REQUEST:

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

SUBMITTED BY Norman Hughes Chair HBPHAC



# Memo HARBOR

Date: June 11, 2015

To: David Sosa, Haines Borough Manager

From: Shawn Bell, Harbormaster

Re: Revised Harbor Fee Schedule

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

## **Background**

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

## **Other Southeast AK Harbors**

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

## **Why the Increase**

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

## SOUTHEAST ALASKA MOORAGE COMPARISON

(All prices based on a 25' vessel)

### Haines Harbor:

Daily Trans. – \$13.75

Monthly Trans. - \$137.50

Annual - \$550.00

### Ketchikan Harbor:

Daily Trans. - \$14.75

Monthly Trans. - \$151.75

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

### Skagway Harbor:

Daily Trans. - \$8.75

Monthly Trans. - \$87.50

Annual - \$325.00

### Sitka Harbor:

Daily Trans. - \$22.84

Monthly Trans. - \$392.18

Annual - \$882.00

Juneau Harbor:

Daily Trans. - \$14.44

Monthly Trans. - \$111.56

Annual - \$1275.00

Petersburg Harbor:

Daily Trans. - \$13.25

Monthly Trans. - \$159.00

Annual - \$901.00

Wrangell Harbor:

Daily Trans. - \$10.70

Monthly Trans. - \$93.62

Annual - \$668.75

Hoonah Harbor:

Daily Trans. - \$12.50

Monthly Trans. - \$75.00

Annual - \$600.00

Craig Harbor:

Daily Trans. - \$13.13

Monthly Trans. - \$105.00

Annual - \$413.44





**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 15-578

Assembly Meeting Date: 8/11/15

Business Item Description:	Attachments:
Subject: Appeal of Nuisance Abatement Order - Eagle's Nest Trailer Park	1. Resolution 15-08-637 2. 5/20/15 Appeal Letter - Owner J. Horton 3. 5/6/15 Borough Enforcement Letter
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 6/9/15	

Full Title/Motion:
Motion: Adopt Resolution 15-08-637.

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

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

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

Summary Statement:
<p>On May 6, 2015, the borough issued a nuisance abatement order to Eagle's Nest Trailer Park regarding unlawful accumulation of trash around two of the trailers. As is her right under HBC 8.12.130, owner Janis Horton submitted a timely written appeal. On 6/9, the clerk gave the appeal to the assembly and scheduled the hearing that took place on 7/14/15. During deliberations, a motion to uphold the manager's abatement order was made. At one point, the assembly recessed and visited the subject property. After returning and after further discussion, two assembly members offered to assist with the clean-up. A motion to postpone to this meeting was made and passed to provide two more weeks for clean-up. On 7/28, the assembly resumed deliberation and then took action upholding the manager's nuisance abatement order since the excessive trash did exist at the time of the order. Additionally, the assembly determined no fine would be levied, because satisfactory clean-up occurred during the additional two weeks provided. HBC 8.12.130(H) requires the assembly to adopt its findings by resolution.</p>

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

Assembly Action:	
Meeting Date(s): 6/9, 7/14, 7/28, 8/11/15	Public Hearing Date(s): 7/14/15
	Postponed to Date:

**A Resolution of the Haines Borough Assembly adopting written findings of the July 14, 2015 appeal hearing of the Eagle's Nest Trailer Park nuisance abatement order.**

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

**WHEREAS**, on May 6, 2015, following staff review of code, the borough manager declared it to be a public nuisance in violation of Title 8, and ordered the removal of the unlawful accumulation of trash no later than May 16, 2015; and

**WHEREAS**, this nuisance abatement order was issued to Eagle's Nest Trailer Park owners, Shane & Janis Horton via certified mail, and copies were hand-delivered to the owners of the two trailers; and

**WHEREAS**, the order informed the property owners of the right of appeal to the assembly and provided an appeal deadline of May 21, 2015; and

**WHEREAS**, on May 20, 2015, the borough clerk received a written appeal from trailer park owner, Janis Horton, as allowed by HBC 8.12, and this "stayed" the order (put it on hold); and

**WHEREAS**, on June 9, 2015, the borough clerk made the assembly aware of the appeal and scheduled the appeal hearing for July 14, 2015 which was the latest assembly meeting it could be in order to comply with the code-requirement that the hearing take place no later than 60 days from the date of the appeal letter; and

**WHEREAS**, on July 9, 2015, borough staff conducted a re-inspection of the property to determine if there were any improvements, and photos were again taken in preparation for the hearing; and

**WHEREAS**, for the hearing on July 14, 2015 the mayor acted as presiding officer and chose not to administer oaths or compel the attendance of witnesses; and

**WHEREAS**, the appellant Janis Horton appeared in person but co-owner of the property, Shane Horton, presented the appeal and made the following arguments during the presentation and responses to questions and comments:

- All trash considered to be bear attractants is gone, all of the organic garbage has been removed, the problem is largely resolved, and he drove by the day of the hearing to find the garbage was gone;
- One man's trash is another man's treasure, and he does not believe the code defines "garbage";
- There is a rental agreement with these tenants requiring cleanliness;
- It is nearly impossible to remove people from trailer parks; the eviction process is lengthy, and the tenants typically have no other place to go;
- The problem is the borough cites the property owner rather than the trailer owners themselves;

- The tenants need to be held responsible for their own actions;
- He is working with the tenants to correct the situation;
- There are four abandoned trailers, and he doesn't know what he is supposed to do with the trash that is left behind; and

**WHEREAS**, Borough Manager David Sosa summarized the borough's enforcement order and the reasons it was issued; borough staff found numerous bags of trash and other litter piled up outside of two trailers within the trailer park, took photos, and after returning to the office reviewed the conditions with him; he determined the type and quantity of accumulated trash to be a violation of borough code and ordered it to be cleaned up; staff issued the order to the owner of the property, but hand-delivered copies to the tenants, as well; and he is enforcing the following code, in this situation:

*HBC 8.08.020 Litter Unlawful: "It is unlawful for any person to do any of the following within the townsite service area:*

*A) Cause or allow litter to be collected, deposited, or to remain in any place under the person's control, and/or possession, other than in an appropriate refuse container, designed for such purpose;*

*(E) Deposit any litter on private property, whether owned by the person or not;*

*(F) Possess or control private property that is not maintained in a litter-free condition;*

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

*HBC 8.12.020 Certain conditions declared nuisances. "It shall be unlawful for any person to cause or create the following declared nuisances within the townsite service area:*

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

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

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

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

*"Refuse" means garbage, rubbish, ashes, industrial waste, and all other liquid or solid waste.*

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

**WHEREAS**, no members of the public gave testimony in support of the borough's abatement order; and

**WHEREAS**, no members of the public spoke in opposition of the borough's abatement order, although one person spoke of a general need for public education concerning the handling of waste within the community; and

**WHEREAS**, during deliberations the borough assembly asked questions of Mr. Horton and Manager Sosa, reviewed photographs, considered all written and oral statements, and a motion was made to uphold the manager's decision followed by a short recess to visit the site; and

**WHEREAS**, after returning and, after further discussion, the assembly concluded there was no significant improvement in the conditions when comparing the initial photographs with what was observed during the site visit; and

**WHEREAS**, two assembly members offered to assist with the clean-up, and a motion carried to postpone the decision on the appeal to July 28, 2015 to provide two more weeks for clean-up; and

**WHEREAS**, on July 28, 2015, the assembly resumed deliberation with the motion to uphold the manager's decision already on the table, and viewed photographs taken by staff earlier in that day; and

**WHEREAS**, based on consideration of all written and oral statements on both July 14 and July 28, 2015, and photographic and site observations, the assembly reached the following CONCLUSIONS:

1. It is a difficult situation;
2. The trailer park is not public property, and HBC 8.08.020(F) says it is unlawful to "[p]ossess or control private property that is not maintained in a litter-free condition;
3. The property owner, as the one with the legal authority, is responsible to enforce rental agreements including telling tenants to get rid of excessive trash;
4. A comparison of the initial photographs taken April 22 and observations made during the July 14 site visit showed no significant improvement;
5. The photographs taken July 28 showed effort had been made by the tenants to clean up the property, and there was a satisfactory reduction in the amount of accumulated trash;
6. The excessive garbage did exist in violation of borough code at the time the manager declared the nuisance, and the abatement order was appropriate;
7. No fines are necessary at this point since it has been satisfactorily cleaned up; and

**WHEREAS**, as a result of these conclusions, and as allowed by HBC 8.12.130(G), the assembly took action to uphold the borough manager's nuisance declaration and abatement order, and additionally chose to levy no fines; and

**WHEREAS**, this decision is unique to the circumstances of this case; and

Haines Borough  
Resolution No. 15-08-637  
Page 4 of 4

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

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly adopts the above-listed findings of the July 14, 2015 appeal hearing of the Eagle's Nest Trailer Park nuisance abatement order.

Adopted by a duly-constituted quorum of the Haines Borough Assembly this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

Attest:

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

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

May 20, 2015

To: The Haines Borough Assembly

RE: Nuisance Order/Litter Eagles Nest Trailer Park

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

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

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

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

Thank you for your time and consideration.

Sincerely,



Janis Horton



# Haines Borough – Alaska

103 Third Avenue S. – P.O. Box 1209

Haines, AK 99827

907-766-2231 ext. 22

907-766-2716 Fax

May 6, 2015

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

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

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

Dear Mr. & Mrs. Horton:

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

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

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

Eagle's Nest Nuisance

May 6, 2015

Page Two

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

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

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

Sincerely,

Kathryn Friedle  
Administrative Assistant  
Lands Department

Enclosures





**Haines Borough  
Assembly Agenda Bill**

**Agenda Bill No.:** 15-589  
**Assembly Meeting Date:** 8/11/15

Business Item Description:	Attachments:
Subject: Amend Code to Allow Cooling Water Discharge into the Sewer System w/Borough Approval	1. Ordinance 15-08-418
Originator: Interim Director of Public Facilities	
Originating Department: Public Facilities	
Date Submitted: 8/3/15	

**Full Title/Motion:**  
Motion: Introduce Ordinance 15-08-418, and schedule a first public hearing for 8/25/15 and a second hearing for 9/8/15.

**Administrative Recommendation:**  
The Borough Manager recommends adoption.

**Fiscal Impact:**

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

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives: Objective 3F, Page 108	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**Summary Statement:**

There is a need to update code to allow on a case-by-case basis cooling water discharge into the borough's waste water system. One example is the local distillery whose process involves a certain amount of cooling water discharge.

Objective 3F of the Comprehensive Plan: Strengthen entrepreneurial activity and businesses. Provide entrepreneurs with the resources that will enable them to develop and expand their businesses

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 8/11/15	Public Hearing Date(s):
	Postponed to Date:

**An Ordinance of the Haines Borough amending Haines Borough Code Title 13, Section 13.08.260 to allow the discharge of cooling water into the municipal sewer system with specific approval from a designated borough official.**

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 13.08.260. Haines Borough Code is amended, as follows:

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

**13.08.260 Prohibited connections.**

It shall be unlawful and a violation of this chapter for any customer or other person to connect or cause to be connected to the sanitary sewer system any inflow source. The term "inflow source" is defined as any source of water from such sources as, but not limited to, roof gutters, cellar, yard, and area drains, foundation drains, cooling water discharges (**unless specifically approved by a designated borough official**), drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface runoff, and street wash waters or drainage, but does not include water entering the sanitary sewer system from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. All new sewers and connections from wastewater sources to the sewer system shall be designed and constructed in accordance with such guidelines as the Administrator of the U.S. Environmental Protection Agency or the Alaska Department of Environmental Conservation, as applicable, shall publish from time to time.

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

ATTEST:

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

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

Date Introduced: 08/11/15  
Date of First Public Hearing: \_\_\_/\_\_\_/\_\_\_  
Date of Second Public Hearing: \_\_\_/\_\_\_/\_\_\_



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 15-588

Assembly Meeting Date: 8/11/15

<b>Business Item Description:</b>		<b>Attachments:</b>
Subject: Sales Tax Exemption Application from Breast Cancer Detection Center of Alaska		1. Application for sales tax exemption from Breast Cancer Detection Center of Alaska
Originator: Sales Tax Accountant		
Originating Department: Finance		
Date Submitted: 7/31/15		

**Full Title/Motion:**  
 Motion: Approve the request from Breast Cancer Detection Center of Alaska for sales tax exemption status, and authorize the borough clerk to issue an exemption certificate.

**Administrative Recommendation:**

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$0	\$0	\$0	Loss of Sales Tax Revenue

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

**Summary Statement:**  
 Breast Cancer Detection Center of Alaska, a 501(c)3 organization, has applied for sales tax exemption status as allowed by HBC 3.80.050(13). This organization is dedicated to providing facilities, examination, and recognized forms of breast cancer detection. This includes providing mammograms for Haines women twice a year in a 34-foot Freightliner truck.  
 The borough has granted sales tax exemption certificates to other non-profit organizations. A current list is attached to this agenda bill.

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

**Assembly Action:**  
 Meeting Date(s): 8/11/15 Public Hearing Date(s): \_\_\_\_\_  
 Postponed to Date: \_\_\_\_\_



HAINES BOROUGH, ALASKA

P.O. BOX 1209

HAINES, AK 99827

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

RECEIVED

JUL 31 2015

Haines Borough

**APPLICATION FOR SALES TAX EXEMPTION CERTIFICATE  
HAINES BOROUGH**

**THE FOLLOWING ORGANIZATION:** Breast Cancer Detection Center of Alaska

a non-profit corporation, organized under the laws of the State of Alaska, hereby applies for a Sales Tax Exemption Certificate in the Haines Borough. As a representative of the organization, I hereby certify that I am familiar with said corporation, that it is organized exclusively for religious, education or charitable purposes, and that the following information is true and correct.

**Local Address of Organization:** 1905 Cowles Street Fairbanks AK 99701

**Date of Incorporation:** 1976 **Federal Employer I.D. #:** 92-0055382

**Describe the Organizations Current and/or Proposed Activity in the Borough (Provide Attachments if Necessary):**

Provide mammograms to women on our 34 foot freightliner truck

**Attach a copy of the Bylaws or Articles of Incorporation. Also attach a copy of your letter of 501(c) 3, 501(c) 4, 501(c) 8 or 501(c) 19 exemption from the Internal Revenue Service.**

Odette Butler

**Organization Representative**

**Print Name:** Odette Butler

**Title:** Executive Director

**Phone:** 907 ~~333-2233~~ 479-3909

**Email:** odette@bedc.ofalaska.org

\*\*\*\*\*

**DECLINED BY THE ASSEMBLY ON** \_\_\_\_\_

**Reason:** \_\_\_\_\_

**APPROVED BY THE ASSEMBLY ON** \_\_\_\_\_

\_\_\_\_\_  
Haines Borough Mayor

\_\_\_\_\_  
Assigned Sales Tax Exemption Number

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



**IRS** Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248367572  
Jan. 27, 2014 LTR 416BC 0  
92-0055382 000000 00

00018189  
BODC: TE

BREAST CANCER DETECTION CENTER OF  
ALASKA AND CHARITABLE CORPORATION  
1905 COWLES ST  
FAIRBANKS AK 99701



030746

Employer Identification Number: 92-0055382  
Person to Contact: Ms. Mueller  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 15, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 1979.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

BY-LAWS  
OF THE  
BREAST CANCER DETECTION CENTER OF ALASKA,  
As amended December 19, 2012

ARTICLE I  
NAME AND LOCATION

Section 1. The name of the organization shall be “The Breast Cancer Detection Center of Alaska,” and the organization shall be maintained as a non-profit corporation under the State of Alaska laws.

Section 2. The principal office shall be in the City of Fairbanks in the State of Alaska.

ARTICLE II  
PURPOSE OF THE ORGANIZATION

Section 1. To encourage, foster and conduct programs for the detection, diagnosis, prevention and reduction of the impact of cancers through education, screening, and the care and support of people affected by cancers.

Section 2. To encourage, foster and conduct programs for the continuing education of the public concerning cancer, its symptoms and detection, so as to further the timely use of recognized means for the detection, diagnosis, treatment and prevention of cancer.

Section 3. To compile and provide educational information dealing with discoveries and techniques in the breast cancer medical field.

Section 4. To provide facilities, examination and recognized forms of breast cancer detection to the individuals seeking such service at such cost to the individual as shall be determined by the Board of Directors in keeping with the corporation’s non-profit status.

Section 5. To establish a non-profit breast cancer detection center professionally staffed and administered for detection with the most advanced equipment practically available for the detection of benign or malignant breast conditions.

Section 6. The priority focus of The Breast Cancer Detection Center is the detection, diagnosis, prevention, and reduction of the impact of breast cancer.

### ARTICLE III

#### POWERS OF THE ORGANIZATION

Section 1. To solicit and accept contributions of money and property, grants, devises, bequests, and all other monies or properties made available by virtue of trusts, endowments, deeds of gift, annuities, policies of insurance, or otherwise, and to use and administer such monies property for the furtherance of The Breast Cancer Detection Center of Alaska's corporate purposes.

Section 2. To cooperate with the federal, state, and local agencies engaged in health, welfare, and educational work, and any other person or organization, private or public, that has an interest in the detection and treatment of breast cancer to affect the foregoing purposes.

Section 3. To engage in any and all activities of a non-profit health corporation that is consistent with federal and Alaska laws.

### ARTICLE IV

#### BASIC POLICIES

The following are basic policies of the corporation:

Section 1. NEUTRALITY The name of the corporation or the name of any members, Board members, or officers in their official capacities shall not be used in connection with a commercial concern or with any partisan interest or for any purpose not appropriately related to promotion of the objects of the corporation.

Section 2. The corporation may cooperate with other agencies concerned with the detection and treatment of cancer, but persons representing the corporation in such matters shall make no commitments that purport to bind the corporation.

### ARTICLE V

#### MEMBERSHIP

Section 1. Voting Members. Any person, whether natural or corporate, who makes an annual donation of not less than \$100.00 and accepts an invitation for membership, shall be a voting member. Services equal to \$100.00 in value, if authorized and accepted by the Board, may be accepted in lieu of cash as qualifying for membership.

Section 2. Adjustment of Dues. The amount of the annual donation (dues) for voting members may be raised or lowered by a majority vote of the Board, without amending these By-Laws.

Section 3. Membership of Board Members. Persons elected to the Board of Directors, who attend at least 75% of the meetings, shall be granted membership on an annual basis with voting privileges.

Section 4. Supporting Members. Any person, whether natural or corporate, contributing less than \$100.00 in cash or services annually, or who qualifies to be a voting member but does not wish to be a voting member, shall be designated as a Supporting Member without voting privileges.

Section 5. Honorary Members. The Board may, in recognition for outstanding service to The Breast Cancer Detection Center, elect such persons as honorary lifetime members. Honorary members do not have voting privileges.

## ARTICLE VI

### MEETINGS

#### Section 1. MEMBERSHIP MEETINGS.

Subsection a. Annual Meetings. An annual meeting of the members shall be held in Fairbanks, Alaska, during the last quarter, at the date, time and place designated by the Board of Directors for the purpose of electing persons to the Board of Directors, and for the transaction of such other business as may properly come before the annual meeting.

Subsection b. Notice to Members of Annual Meeting. Written notice stating the place, date and hour of the meeting shall be delivered not less than ten (10) days, nor more than thirty-five (35) days before the date of the Annual Meeting, either personally, electronically or by mail, to each voting member appearing on the membership roll as of September 1<sup>st</sup> of the year in which the meeting is called, and who is entitled to vote.

Subsection c. Special Membership Meetings. Written notice stating the place, date, and hour of a special meeting, and stating the purpose of the special meeting, shall be delivered not less than ten (10) days nor more than thirty five (35) days before the date set for the Special Meeting, either personally or electronically to each member appearing on the membership roll who is entitled to vote. Special Membership meetings



may be called by the President, by a majority of the Board members, or by ten (10) per cent of the membership entitled to vote.

Subsection d. Quorum for Membership Meetings. Presence in person or by proxy of 25% of the members entitled to vote shall constitute a quorum for the transaction of business at any properly called annual or special meeting of the membership. Unless otherwise prescribed by these by-laws, a majority vote of those present and entitled to vote shall be sufficient to enact business.

Subsection e. Proxy Voting. Any voting member may give a written proxy to any other person entitled to vote at a membership meeting or to a member of the Board of Directors.

## Section 2. BOARD MEETINGS

Subsection a. An annual Board of Directors meeting shall be held each year immediately following the Annual Membership meeting.

Subsection b. This meeting is convened for the purpose of electing officers for the ensuing year. Thereafter the Board may meet at such intervals as the Board from time to time may determine. Date, time, and place may be designated by the president if not previously set by the Board.

Subsection c. At least five (5) days prior to such meetings, notice and agenda shall be given to each member of the Board of Directors.

Subsection d. Special meetings of the Board of Directors may be called by the President or by request of any three (3) voting Board members. The President may designate such meetings to occur in-person, by telephone, or electronically. A quorum for meetings conducted by electronic messaging shall be six (6) voting Board members participating in the vote.

Subsection e. A quorum for such meetings of the Board of Directors shall be any amount over 50% of the then-sitting Board members present either in person or electronically.

Subsection f. The act of a majority of the Board then present at a meeting at which a quorum has been determined shall be an act of the Board of Directors. A quorum need not be present at the time of the individual vote.

Section 3. EXECUTIVE COMMITTEE: The Executive Committee shall be composed of the President, Vice-President, Secretary, and Treasurer of the Board. Three members constitute a quorum. The Executive Committee shall have those powers explicitly delegated to it by the Board. Over 50% of the Executive Committee voting members in attendance at a meeting must vote to take any action. Executive Committee action will be reported to the Board at the next regularly scheduled Board meeting.

## ARTICLE VII

### BOARD OF DIRECTORS

Section 1. Number. The Board of Directors shall be eleven in number, who shall be elected in accordance with the provisions in this Article.

Section 2. Election and Tenure. The Board of Directors shall be elected by the membership at the annual membership meeting. Those members elected prior to September 9, 1986 shall hold office until his/her successor is elected and qualified. Of these, four (4) shall be elected for a term of one (1) year, four (4) shall be elected for a term of two (2) years, and three (3) shall be elected for a term of three (3) years. At all annual elections after the Board of Directors is so constituted, a Director shall be elected for a term of three (3) years to succeed the Director whose term then expired; provided that this shall not be construed to prevent the election of a Director to succeed himself/herself.

Section 3. Advisory Board Members. Persons who may be chosen by the Board of Directors to advise the Board on policy and direction of The Breast Cancer Detection Center shall be designated as Advisory. Such members may include, but not be limited to, one radiologist and one physician in another field. Advisory members may not vote or hold office on the Board of Directors.

Section 4. Vacancies

- a. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining Board present, even if that number is less than a quorum.
- b. Failure of a director to attend two consecutive regular meetings of the Board without a valid excuse notifying the Executive Director shall at the option of the Board constitute a vacancy. The

Executive Director shall keep a record of Board member notifications. Valid excuses are serious matters, such as illness of the Board member or of a member of the Board member's immediate family, scheduling conflicts for the Board member or business and occupational conflicts of a temporary nature; or absence from the area for business, pleasure, family, or health reasons.

- c. The Board of Directors, by majority vote of those present may remove any member of the Board for cause after an appropriate hearing. Cause is defined as the failure to uphold the purposes of the organization.
- d. The Board shall act to fill any vacancy at the next meeting if possible and all existing vacancies must be filled at the annual meeting.

## ARTICLE VIII

### OFFICERS OF THE BOARD OF DIRECTORS

Section 1. Election of Officers The officers of the Board shall be a President, a Vice President/President Elect, a Secretary, and a Treasurer, all to be elected by the Board of Directors at the first meeting of the Board following the annual membership meeting, each election year from among the members of the Board of Directors. They shall hold office for two (2) years or until their successors are elected and qualified. Any officer may be re-elected, except that the President shall not serve more than two successive two-year terms, nor shall the Treasurer hold office more than two successive two-year terms. The Vice President/ President Elect shall automatically, without vote, succeed to the office of president whenever the President resigns, has served two successive terms, or is not elected to a second term.

### Section 2. Duties and responsibilities of each Officer:

President. The President of the Board of Directors shall call and preside at all meetings of the Board of Directors at which he/she is present and perform such other duties as are assigned to the President from time to time by the Board of Directors.

Vice President/ President Elect. The Vice President/President Elect shall, in the absence or during the disability of the President, have all the powers and perform all the duties of the President. The Vice President shall also assist in carrying out the policies and programs of the corporation as assigned by the President. The Vice President/President elect shall automatically become President when the President vacates the office.

Secretary. The Secretary shall prepare and maintain written minutes of all meetings of the Board of Directors. The Secretary shall have the responsibility of maintaining the corporate seal for affixation on any corporate papers as required. The seal shall be round and bear the words: Breast Cancer Detection Center, Inc., Corporate Seal and State, date of incorporation. The Secretary shall keep correct and complete books, records of account, and minutes of the proceedings of its members and Board of Directors and the Secretary shall also keep at the principal office a record giving names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or the member's agent or attorney, for any proper purpose at any reasonable time.

Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds, contractual or otherwise, as designated by the Board, and securities of the corporation; receive and give receipts for the monies in the name of the corporation in such financial institutions as shall be determined by resolution of the Board of Directors. All of the funds received or collected by any person on behalf of The Breast Cancer Detection Center shall be immediately deposited by the Treasurer, or, at the Treasurer's direction, in a depository previously designated by the Board of Directors. Funds may be expended only in accordance with the budget and policies adopted by the Board.

Executive Director. The Executive Director of the corporation shall be the chief staff administrative officer of The Breast Cancer Detection Center with the responsibility for the administration of all affairs of The Breast Cancer Detection Center and the employment and assignment of all staff under the policy guidance of the Board of Directors. This staff officer shall be appointed when necessary by the Board of Directors, upon such terms and conditions of employment as the Board may determine. The Executive Director shall be responsible for maintaining records of all patients and for

ensuring the confidentiality of such records. The Executive Director shall receive monetary consideration for service as determined by action of the Board of Directors. The Executive Director shall serve at the pleasure of the Board.

Standing and Temporary Committees. The Board may designate such standing and temporary committees as it from time to time deems necessary. Appointments to the committees may be from the membership as well as Board members and shall be made by the President.

## ARTICLE IX

### DUTIES OF THE BOARD OF DIRECTORS

Section 1. The property, general management and program of The Breast Cancer Detection Center of Alaska shall be under the authority of the Board of Directors. Its duties shall include but not be limited to the following:

- a. Determine policies and programs of The Breast Cancer Detection Center in accordance with the provisions of these by-laws.
- b. Adopt an annual budget which has been prepared and presented by the Treasurer, with the assistance of a Budget committee appointed by the President.
- c. By resolution adopted by the Board designate individuals authorized to sign and countersign checks, drafts and other legal documents; and designate the financial institution(s) where corporate funds shall be deposited.
- d. Receive or approve all reports of the officers of the Board of Directors.
- e. Secure fidelity bonds to cover individuals charged with custody of funds or negotiable securities.
- f. Require a annual audit to be prepared by auditors appointed by the Board of Directors. This audit shall cover all income and expenditures within The Breast Cancer Detection Center and financial conditions as of June 30. An audit shall be prepared by accountants appointed by the Board. A

copy of each audit shall be available to each member of the Board of Directors.

- g. Perform such other duties as are appropriate or prescribed by law.

## ARTICLE X

### BOOKS AND RECORDS

Section 1. Public Records. All records of The Breast Cancer Detection Center are confidential unless required to be made public by federal or state law.

Section 2. Right to Privacy. Materials that, if made public, would violate an individual's right to privacy, confidential materials are as follows:

- a. The Breast Cancer Detection Center employee personnel records;
- b. Confidential information of Board members, applicants for employment, and contractors;
- c. Information deemed confidential by agencies of the federal or state government;
- d. All patient information unless written consent is received from the patient, the patient's guardian, or personal representative, or production is required by an enforceable order of a court.
- e. Research materials, data, and statistics, especially when taken from individual patient charts, appointment books, or telephone conversations, except when the individual identity of the patient is not revealed.

Section 3. Release of confidential information. The Breast Cancer Detection Center will attempt to protect confidential information from release and the privacy rights of all individuals, including personnel, staff, patients, volunteers, and Board members, to the greatest extent allowed by law.

## ARTICLE XI

### FISCAL YEAR

Section 1. The fiscal year of The Breast Cancer Detection Center shall run from July 1 through June 30.

## ARTICLE XII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Suits. Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation thereto shall be indemnified by the corporation to the full extent permitted under the Alaska Non-Profit Corporation Act, and any amendments. Any determination required by the Act to be made as permitted by the Act, be made by a vote of a quorum consisting of disinterested directors, or by any other person which such directors may by law appoint if there is an insufficient number of disinterested directors.

Section 2. Insurance. The corporation shall have power, to the extent permitted by the Alaska Non-Profit Corporation Act, to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his/her status as such, whether or not the corporation would have the power to indemnify him/her against such liability under the provisions of this Article.

## ARTICLE XIII

### DISSOLUTION

In the event of dissolution of the organization or the discontinuance of its business for any reason, none of the assets owned by the organization shall be distributed to or inure to the benefit of any member, individual officer, or board member. Any assets distributed by the organization by reason of dissolution or discontinuance of its business shall be transferred to a duly qualified non-profit organization whose purposes are similar in nature to those of this organization as specified in the Articles of Incorporation, as amended.

## ARTICLE XIV

### GENERAL MATTERS

Section 1. These By-laws may be amended at any meeting of the Board of Directors by a majority vote of the quorum established, provided that the voting members

of the Board have been given at least three weeks written notice of the intention to amend with copies of the proposed amendment(s).

Section 2. Roberts Rules of Order, newly Revised shall be the parliamentary authority for the Breast Cancer Detection Center, except when it conflicts with these Bylaws or the Articles of Incorporation.

The undersigned President and Secretary of the Board of Directors do hereby certify that the above and foregoing By-Laws, as amended, were adopted by the Board of Directors as the By-Laws of the Breast Cancer Detection Center on the \_\_14\_\_ day of November, 2012.

\_\_\_\_\_  
President David Gardner

Date \_\_\_\_\_

\_\_\_\_\_  
Secretary Amy Cooper

Date \_\_\_\_\_



## SALES TAX EXEMPT NON-PROFIT ORGANIZATIONS

The following non-profit organizations are registered and approved to be exempt from paying sales tax in the Haines Borough. ANY NON-PROFIT ORGANIZATION THAT IS NOT LISTED SHALL BE CHARGED SALES TAX FOR THEIR PURCHASES. Please encourage those who insist they are exempt and not on this list, to stop by the Haines Borough office for further information. For questions and updates, please call 766-2231. Thank you.

<u>EXEMPT #</u>	<u>NAME OF ORGANIZATION</u>
174	Alaska Arts Confluence Box 1664, Haines, Ak. 99827
178	Alaska Chilkoot Bear Foundation, Inc. Box 1188, Haines, Ak. 99827
106	Ak. Community Develop. Corp 6250 Tuttle Place #5, Anchorage, Ak .99507
176	Alaska Community Foundation 400 L St., Suite 100, Anchorage, Ak. 99501
132	Alaska Indian Arts, Inc. Box 271, Haines, Ak. 99827
166	Alaska Native Brotherhood & Sisterhood Box 749, Haines Alaska 99827
133	American Bald Eagle Foundation Box 49, Haines, Ak. 99827
147	American Legion Post #12 Box 452, Haines, Ak. 99827
173	American Red Cross of Alaska 3200 Hospital Dr., Suite 203 Juneau, Ak. 99801
160	AWARE, Inc. P.O. Box 20809, Juneau, Ak. 99802
185	Becky's Place Haven of Hope Box 1506, Haines, AK 99827
162	Big Brother Big Sister Box 1481, Haines, Ak. 99827
169	Catholic Community Services Haines Senior Center Box 801, Haines, Ak. 99827
184	Chilkat Center for the Arts Box 464, Haines, AK 99827
110	Chilkat Center for the Performing Arts Box 1004, Haines, Ak. 99827
103-1	Chilkat Valley Historical Society Box 23, Haines, Ak. 99827
113	Chilkat Valley Pre-School Box 1165, Haines, Ak. 99827

Non-Profit Organizations(alpha)

<u>EXEMPT #</u>	<u>NAME OF ORGANIZATION</u>
165	Chilkoot Indian Association Box 490, Haines, Ak. 99827
143	Church of Jesus Christ LDS Box 916, Haines, Ak. 99827
140	Duck's Unlimited/Haines Chapter Box 628, Haines, Ak. 99827
109	Echo Ranch Bible Camp Box 156, Haines, Ak. 99827
141	Friends of the Haines Borough Public Library, Box 1089, Haines, Ak. 99827
125	Friends of Recycling Box 822, Haines, Ak. 99827
118	Full-Gospel Christian Association Box 1121, Haines, Ak. 99827
181	Great Alaska Council, BSA 3117 Patterson St., Anchorage, Ak. 99504
183	Great Bear Foundation of Montana Box 1616, Haines, Ak. 99827
138	Haines Animal Rescue Kennel Box 1533, Haines, Ak. 99827
142	Haines Art Council Box 505, Haines, Ak. 99827
170	Haines Assisted Living, Inc. (HAL) Box 916, Haines, Ak. 99827
172	Haines Baptist Church Box 1245, Haines, Ak. 99827
108	Haines Chamber of Commerce Box 1449, Haines, Ak. 99827
129	Haines Christian Center/Assembly of God Church Box 730, Haines, Ak. 99827

Non-Profit Organizations (alpha)

<u>EXEMPT #</u>	<u>NAME OF ORGANIZATION</u>
-----------------	-----------------------------

163 Haines Dolphins Swim Team  
Box 1367, Haines, Ak. 99827

124 Haines Emblem Club  
Box 361, Haines, Ak. 99827

107 Haines Headstart  
Box 192, Haines, Ak. 99827

128 Haines Presbyterian Church  
Box 264, Haines, Ak. 99827

136 Haines Senior Citizen Center Inc.  
Box 801, Haines, Ak. 99827

136-1 Haines Senior Village  
Box 835, Haines, Ak. 99827

146 Haines Sportman's Assoc. Inc.  
Box 677, Haines, Ak. 99827

137 Haines Women's Club  
Box 36, Haines, Ak. 99827

167 Hammer Museum  
Box 702, Haines, Ak. 99827

134 Hospice of Haines  
Box 1034, Haines, Ak. 99827

186 Haines Hot Shots  
Box 250, Haines, AK 99827

175 Impact Counseling Services, Inc.  
Box 631, Haines, Ak. 99827

164 Inside Passage Electric Co-Op  
Box 210149 Auke Bay, Ak. 99821

115 Klukwan Assembly of God Church  
Box 422, Haines, Ak. 99827

112 Lynn Canal Broadcasting  
Box 1109, Haines, Ak. 99827

101 Lynn Canal Community Players  
Box 118, Haines, Ak. 99827

Non-Profit Organizations (alpha)

<u>EXEMPT #</u>	<u>NAME OF ORGANIZATION</u>
148	Lynn Canal Conservation, Inc. Box 964, Haines, Ak. 99827
111	Lynn Canal Counseling Services Box 90, Haines, Ak. 99827
161	Nenana Ice Classic, Inc. Box 00272 Nenana, Ak. 99760
182	New Hope Fellowship HC60 Box 3161, Haines, Ak. 99827
102	Northern Light Network/Radio Station KRSA Box 369, Glenallen, Ak. 99588
150	Northern S.E. Regional Aquaculture Assoc. (NSRAA) Box 1263, Haines, Ak. 99827
152	Peninsula Home Health Care Box 926, Haines, Ak. 99827
127	Port Chilkoot Bible Church Box 156, Haines, Ak. 99827
155	Rainbow Glacier Camp Box 432, Haines, Ak. 99827
151	REACH, Inc. Box 1484, Haines, Ak. 99827
144	Rural Ak. Comm. Action Program (RURAL CAP) P.O. Box 200908, Anchorage, Ak. 99510
153	S.E. Ak. Regional Health Consortium (SEARHC) Box 1549 Haines, Ak. 99827
177	S.E. Alaska Independent Living (SAIL) Box 183, Haines, Ak. 99827
105	S.E. Ak. State Fair Box 385, Haines, Ak. 99827
120	Sacred Heart Catholic Church Box 673, Haines, Ak. 99827
114	Salvation Army Box 550, Haines, Ak. 99827
119	S.E. Ak. Area Council Boy Scouts 9220 Lee Smith Drive, Juneau, Ak. 99801
103	Sheldon Museum & Cultural Center Box 269, Haines, Ak. 99827

Non-Profit Organizations (alpha)

<u>EXEMPT #</u>	<u>NAME OF ORGANIZATION</u>
179	St. Lucy's Senior Living Box 916, Haines, Ak. 99827
171	Takshanuk Watershed Council Box 1029, Haines, Ak. 99827
139	Tlingit-Haida Central Council 320 W. Willoughby Ave., Suite 300 Juneau, Ak. 99801
116	Tlingit-Haida Regional Housing Box 32237, Juneau, Alaska 99803
121	Tongass Alaska Girl Scouts      Troops #98,#99,#100,#101, #104
180	Uglys of Haines Box 698, Haines, Ak. 99827

SALES, SERVICES AND RENTALS TO OR BY A FOREIGN GOVERNMENT, THE U.S. GOVERNMENT, THE STATE OF ALASKA, AND ITS POLITICAL SUBDIVISION AND MUNICIPALITIES AND THEIR POLITICAL SUBDIVISIONS ARE EXEMPT FROM SALES TAX. PAYMENT MUST BE MADE BY PURCHASE ORDER, GOVERNMENT CHECK, GOVERNMENT CHARGE CARDS OR THE SALE MUST BE BILLED TO THE GOVERNMENTAL ENTITY. CASH, PERSONAL CHECKS OR PERSONAL CHARGE CARDS FROM GOVERNMENT EMPLOYEES AT THE TIME OF THE SALE ARE NOT TAX-EXEMPT. IF A CUSTOMER IS PERSONALLY KNOWN BY THE MERCHANT AND THE MERCHANT IS ASSURED THAT A PARTICULAR CASH SALE WOULD BE EXEMPT (SUCH AS A SCHOOL TEACHER PURCHASING A FEW SUPPLIES FOR HIS/HER CLASS FROM PETTY CASH FUNDS) THEN THAT TYPE OF CASH SALE COULD BE SALES TAX EXEMPT.