  
**Haines Borough**  
**Borough Assembly Meeting #401**  
**AGENDA**

**May 26, 2020 -6:30pm**

**Location: Assembly Chambers, Public Safety Bldg.**

**Jan Hill**  
Mayor

**Jerry Lapp**  
Assembly Member

**Gabe Thomas**  
Assembly Member

**Stephanie Scott**  
Assembly Member

**Zephyr Sincerny**  
Assembly Member

**Paul Rogers**  
Assembly Member

**Brenda Josephson**  
Assembly Member

**Debra Schnabel**  
Borough Manager

**Alekka Fullerton**  
Borough Clerk

**Haines Borough Zoom meeting.**  
**Meeting ID: 883 4656 4433**  
**Password: 550018**

**AUDIO Only:**

**888 788 0099 US Toll-free**

**877 853 5247 US Toll-free**

**Meeting ID: 883 4656 4433**  
**Password: 550018**

**\* You must download Zoom first. For Zoom instructions, go to:**  
**<https://www.hainesalaska.gov/boroughassembly/zoom-instructions-attend-borough-meetings>**

**1. CALL TO ORDER/PLEDGE TO THE FLAG/ROLL CALL**

**2. 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:

- 3 – Approve Minutes from both Regular and Special Assembly Meeting
- 11A1 – Resolution Accepting CARES Act Funds
- 11A2 – Resolution for Community Assistance Program
- 11B1 – Introduction of Title 5 Correction Ordinance

**\*3. APPROVAL OF MINUTES – 5/12/20 Regular and 5/19/20 Special Meeting**

**4. PUBLIC COMMENTS –** Where possible, please provide your public comments in writing and send them to [Clerk@haines.ak.us](mailto:Clerk@haines.ak.us) by 5:00 pm May 25. This meeting will be streamed live via KHNS or attend via zoom (details above). Remember, your written comments will likely be more influential since assembly members will have the opportunity to process your comments prior to the meeting.

**5. ASSEMBLY COMMENTS**

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

**A. Statement of Haines Borough Regarding Manager Termination**

**7. PUBLIC HEARINGS –** Where possible, please provide your public hearing comments in writing and send them to [Clerk@haines.ak.us](mailto:Clerk@haines.ak.us) by 5:00 pm May 25. For verbal testimony, public hearing sign-ups will open when this agenda is published, contact [Clerk@haines.ak.us](mailto:Clerk@haines.ak.us) to provide your name and the Ordinance you would like to address. Your name will be called at the appropriate time.

**A. Ordinance 20-04-566 – Second Hearing**

**An Ordinance of the Haines Borough, Alaska, Providing for the Establishment and Adoption of the Operating Budget, Capital Budget, and Capital Improvement Plan of the Haines Borough for the Period July 1, 2020 through June 30, 2021.**

**Proposed Motion:** Amend Ordinance 20-04-566 as outlined in the Finance Director's memo. *Further amendments may be made at this time (there will be another public hearing June 9).*

7. PUBLIC HEARINGS – *Continued*

- B. **Ordinance 20-04-567** – Second Hearing  
**An Ordinance Of The Haines Borough, Providing For The Addition Or Amendment Of Specific Line Items To The FY20 Budget (#4).**  
**Proposed Motion:** Amend Ordinance 20-04-567 as outlined in the Finance Director’s memo and schedule this ordinance for an additional public hearing 6/09/20.  
*Further amendments may be made at this time.*
- C. **Ordinance 20-04-568** – Second Hearing  
**An Ordinance of the Haines Borough authorizing the Borough Manager to enter into a loan agreement in the amount of up to \$1,329,860 with the Alaska Department of Environmental Conservation for the Small Tracts/Mud Bay/Front AC Pipe Replacement project.**  
**Motion:** Adopt Ordinance 20-04-568.
- D. **Former Borough Manager Response to Statements Made During May 12 and May 19 Assembly Meetings by Members of the Assembly and Members of the Public**

8. STAFF/FACILITY REPORTS

- A. Acting Borough Manager - 05/21/20 Report  
B. Tourism Director Update  
C. CFO Report – Sales Tax Comparison between 3/19 and 3/20

9. COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES

- A. Planning Commission – Approved Minutes from March 12, 2020

10. UNFINISHED BUSINESS – None

11. NEW BUSINESS

- A. Resolutions [Individual comments are limited to 3 minutes]

- \* 1. **Resolution 20-05-866**  
**A Resolution of the Haines Borough Assembly Accepting Coronavirus Relief Funds in the amount of \$4,007,216.22.**  
*This Resolution is recommended by the Mayor and Acting Manager.*  
**Motion:** Adopt Resolution 20-05-866 and authorizes the Mayor to sign the Coronavirus Relief Fund Grant Agreement.
- \* 2. **Resolution 20-05-870**  
**A Resolution of the Haines Borough Assembly approving certain unincorporated communities and their respective nonprofit entity for participation in the FY21 Community Assistance Program.**  
**Motion** Adopt Resolution 20-05-870
3. **Resolution 20-05-867**  
**A Resolution of the Haines Borough Assembly Authorizing the Borough Mayor to Enter into a Lease Modification with Delta Western, Inc.**  
*This Resolution is recommended by the Harbormaster and Director of Public Facilities.*  
**Motion:** Adopt Resolution 20-05-867.
4. **Resolution 20-05-868**  
**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a contract with PDC Engineers for the Haines 2019 Phase II Wastewater Influent and Lift Station Pump Upgrade project design for an amount not-to-exceed \$40,901.**  
*This Resolution is recommended by the Manager and Director of Public Facilities.*  
**Motion:** Adopt Resolution 20-05-868.

## 11. NEW BUSINESS

### A. Resolutions - *Continued*

#### 5. Resolution 20-05-869

**A Resolution of the Haines Borough Assembly Authorizing the Borough Manager to execute a contract with proHNS Engineers, LLC. for Contract Administration and Construction Inspection Services associated with the Small Tracts, Mud Bay Road AC Pipe Replacement Project in an amount not to exceed \$97,774.00.**

*This Resolution is recommended by the Manager and Director of Public Facilities.*

**Motion:** Adopt Resolution 20-05-865.

### B. Ordinances for Introduction

*Note: Five minutes allowed for the assembly to determine if a proposed ordinance has merit and should be advanced to a public hearing.*

#### \*1. Ordinance 20-05-570

**An Ordinance of the Haines Borough Amending Existing Haines Borough Code Title 5 to sunset December 31, 2020 since Ordinance 20-03-562 is effective January 1, 2021.**

*This ordinance is being introduced by the Mayor and is recommended by the Acting Borough Manager.* **Motion:** Introduce Ordinance 20-05-570 and schedule it for two public hearings 6-09-20 and 6-23-20.

#### 2. Ordinance 20-05-571

**An ordinance of the Haines Borough placing a proposition on the October 6, 2020 Haines Borough General Election ballot to withdraw \$450,000 from the principal of the Permanent Fund to pay the Borough's FY21 School Bond Debt Payment.**

*This ordinance is being introduced by Assembly Member Zephyr Sincerny.*

**Motion:** Introduce Ordinance 20-05-571 and schedule it for two public hearings 6-09-20 and 6-23-20.

### C. Other New Business

#### 1. Interim Manager Appointment

*In an effort to provide continuity for Staff, the Mayor recommends that Acting Manager Alekka Fullerton be appointed as Interim Manager with the regular 20% increase in compensation for a temporary promotion to a higher level of responsibility.* **Motion:** Appoint Alekka Fullerton as Interim Borough Manager until a regular borough manager is appointed with a 20% increase in compensation for a temporary promotion to a higher level of responsibility.

#### 2. EOC Discussion and review of Resolutions 853 and 854

#### 3. CARES Act Funding Discussion

#### 4. Executive Session Re Lutak Dock Lease

**Motion:** Move into executive session as allowed by AS 44.62.310(c)(1) to discuss with the Acting Borough Manager, Director of Public Facilities, Finance Director and Harbormaster regarding the Lutak Dock Lease negotiations; this qualifies for executive session because the subject which will be discussed would clearly have an adverse effect upon the finances of the government if disclosed at this time; the Acting Manager, Director of Public Facilities, Finance Director and Harbormaster are asked to attend.

## 12. CORRESPONDENCE

### A. Public comments as posted.

### B. Correspondence from Salvation Army

## 13. SET MEETING DATES

### A. CARES Act Ad Hoc Committee

## 14. PUBLIC COMMENTS

## 15. ANNOUNCEMENTS/ASSEMBLY COMMENTS/DIRECTION TO THE MANAGER

## 16. ADJOURNMENT

  
**Haines Borough**  
**Borough Assembly Meeting #400**  
**May 12, 2020**  
**MINUTES**

Draft

**Haines Borough Zoom Assembly Meeting**

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

**Present:** Mayor **HILL**, Assembly Members Stephanie **SCOTT**, Brenda **JOSEPHSON**, Zephyr **SINCERNY** (on zoom), Jerry **LAPP**, Paul **ROGERS** and Gabe **THOMAS**.

**Staff Present:** Debra **SCHNABEL**/Borough Manager, Alekka **FULLERTON**/Borough Clerk, Carolann **WOOTON**/Grants and Contracts Administrator, Ed **COFFLAND**/Director of Public Facilities

**Visitors Present:** Kyle **CLAYTON**/CVN, Ceri **GODNEZ**/CVN, Paul **NELSON**, Don **TURNER** Jr, Carol **TUYNMAN**, Kay **CLEMENTS**, George **CAMPBELL**, Sara **CHAPPELL**, Jeanine **ALLEN**, Helen **ALTEN**, Lucia **CHAPPELL**, Shannon **DONAHUE**, Thom **ELY**, Clay **FRICK**, Liz **HEYWOOD**, Tresham **GREGG**, Karen **HESS**, Heather **LENDE**, Tom **MORPHET**, Ann **MYREN**, Kristine **HARDER**, Mark **SMITH**, David **SIMMONS**, Lee **ROBINSON**, Joanie **WAGNER**, Heather **SHADE/HEDC**, Lorrie **DUDZIK**, Annette **SMITH**, Margaret **FRIEDENAUER**, Ellen **LARSON**, Dawn **DRETOS** and others.

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

The following Items were on the published consent agenda indicated by an asterisk (\*)  
 3 – Approve Minutes from Regular Assembly Meeting

**Motion:** **ROGERS** moved to “approve the agenda/consent agenda,” and the motion carried unanimously.

- \*3. **APPROVAL OF MINUTES** – 04/28/20 Regular.

*Note: The motion adopted by approval of the consent agenda: “approve minutes of the 04/28/20 regular borough assembly meeting.”*

4. **PUBLIC COMMENTS:** **TUYNMAN**, **TURNER**, **CLEMENTS**, **CAMPBELL**, **CHAPPELL**, **ALLEN**, **ALTEN**, **L.CHAPPELL**, **ELY**, **FRICK**, **HEYWOOD**, **GREGG**, **HESS**, **LENDE**, **MORPHET**, **MYREN**, **HARDER**, **SMITH**, **SIMMONS**, **ROBINSON**, **WAGNER**
5. **ASSEMBLY COMMENTS:** **SCOTT**, **ROGERS**, **SINCERNY**, **JOSEPHSON**, **LAPP**

**Motion:** **ROGERS** moved to “suspend the Borough Manager with pay, effectively immediately until further notice, and to schedule a special assembly meeting to consider the necessary steps to terminate the borough manager’s employment without cause. This meeting will be held in executive session at a time convenient for the borough attorney. At the end of the executive session, the assembly may take public action to terminate the manager’s employment,”

**Primary Amendment:** **SCOTT** moved to “postpone the motion,” and the motion FAILED 4-2 with **SINCERNY** and **SCOTT** in favor.

**Primary Amendment:** **SCOTT** move to “amend the motion to eliminate the suspension,” and the motion and the motion FAILED 4-2 with **SINCERNY** and **SCOTT** in favor.

And the main motion (unamended) carried 4 -2 with **SINCERNY** and **SCOTT** opposed.

6. **MAYOR’S REPORT AND COMMENTS:**

Mayor **HILL** reported the last night the legislature approved the Governor’s plan to distribute CARES Act funding and the first payment should be here by the end of the month.

## 7. PUBLIC HEARINGS

- A. Ordinance 20-04-566 – First Hearing  
**An Ordinance of the Haines Borough, Alaska, Providing for the Establishment and Adoption of the Operating Budget, Capital Budget, and Capital Improvement Plan of the Haines Borough for the Period July 1, 2020 through June 30, 2021.**

Mayor **HILL** opened the public hearing at 8:11 pm and the following people spoke: **NELSON, SHADE/HEDC, DUDZIK, TUYNMAN, SMITH**

Hearing no further comments, the Mayor closed the public hearing at 8:27 pm.

**Motion:** **LAPP** moved to "Amend Ordinance 20-04-566 to reflect the Manager's 5/5/20 Budget," and the motion carried 5-1 with **SINCERNY** opposed.

**Primary Amendment:** **JOSEPHSON** moved to "Amend Ordinance 20-04-566 to extend the Planning and Zoning Tech position to be full time (2040 hours) and eliminate the Planner position," and the motion carried unanimously.

**Primary Amendment:** **JOSEPHSON** moved to "Amend Ordinance 20-04-566 to delete the Assessor in Training position in the amount of 2040 hours plus benefits and reinstate the Administrative Assistant position of 2040 at the existing pay scale plus benefits for the position," and the motion carried unanimously.

**Primary Amendment:** **JOSEPHSON** moved to "Amend Ordinance 20-04-566 to Remove Assembly/Library Sinking Fund for Assembly Chambers at the rate of \$135,000 per year for 3 years from the 6 year CIP list," and the motion carried unanimously.

**Primary Amendment:** **ROGERS** moved to "Amend Ordinance 20-04-566 to cut the funding for the Chilkat Center for the Arts completely and return the facility to the original owners,"

**Secondary Amendment:** **JOSEPHSON** moved to "postpone this amendment until June 9," and the motion carried unanimously.

**Primary Amendment:** **ROGERS** moved to "Amend Ordinance 20-04-566 to cut all funding for economic development for \$75,300,"

**Secondary Amendment:** **SCOTT** moved to reduce the HEDC budget to \$35,000," and the motion FAILED 4-2 with **SCOTT** and **SINCERNY** in favor.

And the primary amendment (unamended) carried 4-2 with **SCOTT** and **SINCERNY** opposed.

- B. Ordinance 20-04-567 – First Hearing  
**An Ordinance Of The Haines Borough, Providing For The Addition Or Amendment Of Specific Line Items To The FY20 Budget (#4).**

Mayor **HILL** opened and closed the public hearing at 9:07 pm since no member of the public desired to speak on this ordinance.

**Motion:** **LAPP** moved to "Substitute Ordinance 20-04-567S in place of Ordinance 20-04-567," and the motion carried unanimously in a roll call vote.

- C. Ordinance 20-04-568 – First Hearing  
**An Ordinance of the Haines Borough authorizing the Borough Manager to enter into a loan agreement in the amount of up to \$1,329,860 with the Alaska Department of Environmental Conservation for the Small Tracts/Mud Bay/Front AC Pipe Replacement project.**

Mayor **HILL** opened and closed the public hearing at 9:10 pm since no member of the public desired to speak on this ordinance.

8. **STAFF/FACILITY REPORTS**

- A. **Borough Manager** – 05/12/20 Report
- B. **Director of Public Facilities** – Presentation regarding the Public Safety Building (postponed)
- C. **Finance Director Report** – FY20 3<sup>rd</sup> Quarter
- D. **Tourism Director Update**

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

- A. **Chilkat Center Advisory Board** – Resolution and Minutes from 4-7-20 meeting
- B. **Tourism Advisory Board** – Minutes from 3-12-20 meeting
- C. **Parks and Recreation Advisory Committee** – Minutes of 2-20-20 Meeting

10. **UNFINISHED BUSINESS** – None.

11. **NEW BUSINESS**

**A. Resolutions**

1. **Resolution 20-05-863**

**A Resolution of the Haines Borough Assembly Supporting a State Parks Recreational Trails Program Grant for the Haines Area Trails Access Rehabilitation project.**

No member of the public spoke regarding the agenda item.

**Motion:** ROGERS moved to “Adopt Resolution 20-05-863,” and the motion carried unanimously in a roll call vote.

2. **Resolution 20-05-864**

**A Resolution of the Haines Borough Assembly supporting a Strengthened Relationship with Royal Caribbean Cruise Lines.**

GAFFNEY spoke in favor of this agenda item.

**Motion:** LAPP moved to “Adopt Resolution 20-05-864,” and the motion carried unanimously in a roll call vote.

3. **Resolution 20-05-865**

**A Resolution of the Haines Borough Assembly authorizing the Borough Clerk to execute a construction contract with Glacier Construction Inc., dba Southeast Road Builders for the Small Tracts/Mud Bay Rd AC Pipe Replacement project for an amount not to exceed \$ 1,379,275.50**

No member of the public spoke regarding the agenda item.

**Motion:** LAPP moved to “Adopt Resolution 20-05-865,” and the motion carried unanimously in a roll call vote with THOMAS and JOSEPHSON recusing themselves due to their associations with Glacier Construction Inc. dba Southeast Road Builders.

**B. Ordinances for Introduction**

1. **Ordinance 20-05-569**

**An Ordinance of the Haines Borough authorizing the Borough Manager to enter into a loan agreement in the amount of up to \$579,867 with the Alaska Department of Environmental Conservation for the Waste Water Influent and Lift Pump Upgrade on Beach Rd and Skyline Dr.**

**Motion:** LAPP moved to “Introduce Ordinance 20-05-569 and schedule it for two public hearings 5-26-20 and 6-09-20,” and the motion carried unanimously.

### C. Other New Business

#### 1. Borough Personnel Actions

##### a. Planning and Zoning Tech

**Motion:** JOSEPHSON moved to "postpone hiring until 06/09/20 meeting," and the motion carried unanimously.

##### b. Seasonal Parks Laborer

**Motion:** JOSEPHSON moved to "authorize the hiring of the seasonal parks laborer," and the motion carried unanimously.

##### c. Seasonal Harbor Assistant

**Motion:** JOSEPHSON moved to "authorize the hiring of the seasonal harbor assistant which is an internal transfer," and the motion carried unanimously.

#### 2. CARES Act Program Development

**Motion:** JOSEPHSON moved to "create an ad hoc committee of the Assembly for the CARES Act Program Development," and the motion carried unanimously with JOSEPHSON, SCOTT and LAPP volunteering to be on the ad hoc committee.

#### 3. Fund 23 Discussion

### 12. CORRESPONDENCE

A. Public comments as posted.

### 13. SET MEETING DATES

- A. May 18 at 3:00 pm in Assembly Chambers for the Ad Hoc CARES Act Committee
- B. May 20 at 6:30 pm for a field trip of the Public Safety Building to be followed by a presentation by the Director of Public Facilities.

### 14. PUBLIC COMMENTS: SCHNABEL, ELY, FRIEDENAUER, LARSEN, DRETOS, ALTEN, MORPHET

### 15. ANNOUNCEMENTS/ASSEMBLY COMMENTS/DIRECTION TO THE MANAGER: SCOTT, SINCERNY

**Motion:** SINCERNY moved to "direct staff to draft an Ordinance to put the issue before the voters to spend \$448,000 from the Permanent Fund for FY21 School Bond Debt," and the motion FAILED 4-2 with SCOTT and SINCERNY.

### 16. ADJOURNMENT – 9:55 pm

ATTEST:

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

\_\_\_\_\_  
Alekk Fullerton, Borough Clerk

Haines Borough  
Borough Assembly SPECIAL Meeting  
May 19, 2020  
MINUTES

Draft

Haines Borough Zoom Special Assembly Meeting

**THIS SPECIAL MEETING WAS HELD SOLELY FOR CONSIDERING THE ITEMS LISTED ON THE PUBLISHED AGENDA. NO ADDITIONAL ISSUES WERE CONSIDERED AT THIS MEETING.**

1. **CALL TO ORDER/PLEDGE TO THE FLAG/ROLL CALL**: Mayor HILL called the special meeting to order at 3:00 p.m. in the Assembly Chambers and led the pledge to the flag.

**Present:** Mayor HILL, Assembly Members Stephanie SCOTT, Brenda JOSEPHSON, Zephyr SINCERNY (on zoom), Jerry LAPP, Paul ROGERS and Gabe THOMAS.

**Staff Present:** Alekka FULLERTON/Borough Clerk

**Visitors Present:** Kyle CLAYTON/CVN, Paul NELSON, Thom ELY, Kay CLEMENTS, and the following people attended via ZOOM:

Laurie DADOURIAN, Tom HEYWOOD, Shannon DONAHUE, Norm SMITH, Dawn DRETOS, Heather LENDE, Spencer DOUTHUIT, Kristin HATTHORN, George FIGDOR, Ann MYREN, Clay FRICK, Patty KERMOIAN, Liz HEYWOOD, Margaret FRIEDENAUER and others.

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

**Motion:** JOSEPHSON moved to "approve the agenda/consent agenda," and the motion carried unanimously.

3. **PUBLIC COMMENTS**: SCHNABEL, NELSON, CLEMENTS, ELY, DADOURIAN, T.HEYWOOD, DONAHUE, SMITH, DRETOS, LENDE, DOUTHUIT, HATHHORN, FIGDOR, MYREN, FRICK

4. **NEW BUSINESS**

- A. **Discussion with Borough Attorney Regarding Termination of Borough Manager's Employment**

**Motion:** ROGERS moved to "Move into executive session as allowed by AS 44.62.310(c)(1) to discuss with the borough attorney regarding the termination of the Borough Manager's Employment; this qualifies for executive session because it concerns matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the Borough; the borough clerk and borough attorney are asked to attend.

**Primary Amendment:** SCOTT moved to "include Debra SCHNABEL in the executive session"

**Secondary Amendment:** ROGERS moved to "invite Debra SCHNABEL and her attorney to attend the executive session for the beginning of the meeting," and the motion carried 4-3 with SINCERNY, SCOTT and LAPP opposed and the Mayor broke the tie in the affirmative.

The primary amendment, as amended, carried unanimously.

The main motion, as amended, carried unanimously.

Part One of Executive Session: Mayor HILL; Assembly Members LAPP, THOMAS, SCOTT, SINCERNY, ROGERS and JOSEPHSON; Borough Attorney Brooks CHANDLER and Borough Clerk Alekka FULLERTON; Borough Manager Debra SCHNABEL and her attorney Sara BLOOM.

Part One of the Executive Session convened at 4:06 pm and ended at 4:13 pm.

Part Two of Executive Session: Mayor **HILL**; Assembly Members **LAPP, THOMAS, SCOTT, SINCERNY, ROGERS** and **JOSEPHSON**; Borough Attorney Brooks **CHANDLER** and Borough Clerk Alekka **FULLERTON**.

Part Two of the executive session started at 4:23 pm (after a 10 minute break) and ended at 6:26 pm.

The Assembly resumed in Public Session at 6:26 pm.

**Motion: ROGERS** moved to "terminate the manager's employment without cause effective May 20, 2020 and to offer the Manager an opportunity for a public hearing before the assembly at the next meeting to allow her to respond to any statement made during public meetings regarding her employment contract," and the motion carried 4 – 3 with **SCOTT, SINCERNY** and **LAPP** opposed and the Mayor breaking the tie in the affirmative.

**Motion: JOSEPHSON** moved to "authorize the Mayor to issue a statement on behalf of the borough within the next 48 hours," and the motion carried 4-2 with **SCOTT** and **SINCERNY** opposed.

5. **PUBLIC COMMENTS**: The following individuals made comments: **KERMOIAN, L.HEYWOOD, FRIEDENAUER**
6. **ASSEMBLY COMMENTS**: **SCOTT, LAPP, SINCERNY**
7. **ADJOURNMENT**– 6:36 p.m.

ATTEST:

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

\_\_\_\_\_  
Alekka Fullerton, CMC, Borough Clerk

## STATEMENT OF HAINES BOROUGH

The Haines Borough has terminated the employment agreement between the Haines Borough and Debra Schnabel. The Assembly and Mayor made this decision based on what was felt to be in the best interests of the citizens of the Borough. The decision to change managers was difficult and one on which different Assembly members had different views. Relationships between a body of elected officials and the borough manager are human relationships with unique pressures and complexities. The termination decision reflects the Assembly and Mayor's conclusion that its relationship with the manager was broken and not capable of repair.

The termination is without cause. The Assembly did not find Ms. Schnabel willfully failed to comply with Borough Charter or the Haines Borough Code or acted dishonestly or fraudulently in the course of her employment by the Borough. Ms. Schnabel is well respected and a valuable member of the community. She is a hard worker, intelligent and well organized. The Assembly and Mayor Hill recognize and appreciate her qualities and contributions to Haines.

The Assembly and Mayor understand this decision will be divisive in large part because so many Borough citizens hold Ms. Schnabel in high regard. Having made a difficult decision, the Assembly and Mayor will move forward to address the significant challenges facing the Borough and its residents.

The Borough will have no further comment on this personnel matter.

FOR IMMEDIATE RELEASE



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 20-1014

Assembly Meeting Date: 05/26/20

Business Item Description:	Attachments:
Subject: FY21 Haines Borough Operating Budget	1. Ordinance 20-04-566 as amended 5/12/20 2. CFO/Acting Manager Memo 3. Complete FY21 Budget following the first public hearing
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 4/14/20	

**Full Title/Motion:**

Proposed Motion: Amend Ordinance 20-04-566 to reflect the CFO/Acting Manager's recommendations. Further amendments may be made at this time.

**Administrative Recommendation:**

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ See proposed budget	\$ See proposed budg	\$ See proposed budget	undetermined

**Comprehensive Plan Consistency Review:**

Comp Plan Goals/Objectives: Pages 44-55 and Objective 2B	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**Summary Statement:**

Per the Charter 9.01(D), the budget must be adopted by 6/15. Attached is the proposed Ordinance as amended at the last meeting. The Finance Director and Acting Manager recommend additional amendments, as described in the attached memo.

The existing FY21 manager's proposed budget is available on the borough website:  
<https://www.hainesalaska.gov/finance/haines-borough-fy21-managers-budget>

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 4/28/20, 5/12/20	Public Hearing Date(s): 5/12/20, 5/26/20, 6/09/20
	Postponed to Date:

**AN ORDINANCE OF THE HAINES BOROUGH, ALASKA, PROVIDING FOR THE ESTABLISHMENT AND ADOPTION OF THE OPERATING BUDGET, CAPITAL BUDGET, AND CAPITAL IMPROVEMENT PLAN OF THE HAINES BOROUGH FOR THE PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021.**

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

Section 2. General Provisions. The following FY21 budget document, listing estimated resources and expenditures is hereby adopted and established as the budget for the period of July 1, 2020 through June 30, 2021 and made a matter of record for that purpose. Except in the case of appropriations for capital improvements, all unexpended balances not otherwise encumbered or disposed of in this ordinance as of June 30, 2021, shall lapse to those appropriate funds.

Section 3. Authorization and Appropriation. The expenditures set forth herein are authorized and appropriations as provided for are hereby made.

**01 AREAWIDE GENERAL FUND**

REVENUES

Property Tax	\$ 1,572,500
Sales Tax	388,000
Excise Tax	107,000
State Revenue	709,881
Federal Revenue	601,926
Interest Earnings	160,000
User Fees	52,000
License, Permits, & Fees	102,000
Penalty & Interest	50,000
Rents	76,000
TOTAL AREAWIDE REVENUES	\$ 3,819,307

EXPENDITURES

Administration	588,007
Borough Assembly	58,373
Elections	6,310
Finance	438,136
Assessment/Land Management	305,046
Information Technology	120,100
Dispatch	454,540
Public Facilities	306,450
Solid & Hazardous Waste	31,450
Chilkat Center for the Arts	80,000

Haines Borough  
Ordinance No. 20-04-566  
Page 2 of 7

Road Maintenance Service Areas	26,000
Haines Borough School District	1,827,000
Library	431,390
Museum	200,208
Parks	63,525
Swimming Pool	218,602
Transfers	(145,900)
Allocated Expense	<u>(893,408)</u>
TOTAL EXPENDITURES & TRANSFERS	4,115,829
CONTRIBUTION TO (FROM) FUND BALANCE	<u>( \$ 296,522)</u>

**02 TOWNSITE SERVICE AREA**

REVENUES	
Property Tax Revenue	\$ 665,000
Sales Tax	438,000
State Revenue	246,955
Miscellaneous Revenues	<u>12,000</u>
	1,361,955
EXPENDITURES	
Police	742,213
Public Works	518,689
Animal Control	29,654
Transfers	(54,000)
Allocated Expense	<u>448,890</u>
TOTAL EXPENDITURES & TRANSFERS	1,685,446
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (323,491)</u>

**17 LAND DEVELOPMENT & SALES**

REVENUES	<u>\$ 150,000</u>
EXPENDITURES	
Direct Expenditures	102,940
Transfer to Permanent Fund	32,628
Allocated Expense	<u>14,432</u>
TOTAL EXPENDITURES	150,000
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 0</u>

**20 MEDICAL SERVICE AREA**

REVENUES	<u>\$ 162,000</u>
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EXPENDITURES

Local Emergency Planning	25,200
Ambulance	258,131
Operating Transfers	( 88,000)
Allocated Expense	<u>25,419</u>
TOTAL EXPENDITURES & TRANSFERS	220,750

CONTRIBUTION TO (FROM) FUND BALANCE \$ (58,750)

**23 ECONOMIC DEVELOPMENT & TOURISM PROMOTION**

REVENUES \$ 323,000

EXPENDITURES

Tourism	317,640
Economic Development	0
Allocated Expense	<u>54,622</u>
TOTAL EXPENDITURES & TRANSFERS	372,262

CONTRIBUTION TO (FROM) FUND BALANCE \$ (49,262)

**25 FIRE SERVICE AREAS**

REVENUES

Fire District #1	\$ 223,500
Fire District #2	<u>32,260</u>
TOTAL REVENUES	255,760

EXPENDITURES

Fire District #1 Direct Expense	79,865
Fire District #2 Direct Expense	28,600
Allocated Expense	<u>164,578</u>
TOTAL EXPENDITURES & TRANSFERS	273,043

CONTRIBUTION TO (FROM) FUND BALANCE \$ (17,283)

**34 COMMERCIAL PASSENGER VESSEL TAX**

REVENUES \$ 35,000

EXPENDITURES

Operating Transfers	<u>120,000</u>
TOTAL EXPENDITURES & TRANSFERS	<u>120,000</u>

CONTRIBUTION TO (FROM) FUND BALANCE \$ (85,000)

**35 VEHICLE IMPOUNDMENT FUND**

REVENUES \$ 29,500

EXPENDITURES

Direct Expenditures 19,150

CONTRIBUTION TO (FROM) FUND BALANCE \$ 10,350

**50 CAPITAL IMPROVEMENT PROJECTS**

REVENUES \$ 485,000

EXPENDITURES

Direct Expenditures 251,810

Operating Transfers 185,900

Allocated Expense 47,313

TOTAL EXPENDITURES & TRANSFERS 485,023

CONTRIBUTION TO (FROM) FUND BALANCE \$ (23)

**61 EQUIPMENT SINKING FUND**

TRANSFERS 17,000

CONTRIBUTION TO (FROM) FUND BALANCE \$ (17,000)

**75 LIBRARY BOND FUND**

REVENUES \$ 14,000

EXPENDITURES 14,148

CONTRIBUTION TO (FROM) FUND BALANCE \$ (148)

**76 SCHOOL G.O. BOND FUND**

REVENUES \$ 1,170,342

EXPENDITURES

Direct Expenditures 1,280,426

Transfers (100,000)

TOTAL EXPENDITURES	<u>1,180,426</u>
CONTRIBUTION TO (FROM) FUND BALANCE	<u><u>\$ (10,084)</u></u>
<b>90 WATER REVENUE FUND</b>	
REVENUES	
Operating Revenues	\$ 450,200
Capital Project Revenues	<u>1,330,000</u>
	1,780,200
EXPENDITURES	
Direct Expenditures	538,945
Allocated Expense	(24,360)
Depreciation Expense	285,000
Capital Expenditures	1,405,000
Transfers	<u>(118,500)</u>
TOTAL EXPENDITURES	2,086,085
CONTRIBUTION TO (FROM) FUND BALANCE	<u><u>\$ (305,885)</u></u>
<b>91 SEWER REVENUE FUND (WASTEWATER TREATMENT)</b>	
REVENUES	
Operating Revenues	\$ 541,500
Capital Project Revenues	<u>579,000</u>
	1,120,500
EXPENDITURES	
Direct Operating Expenditures	515,002
Allocated Expense	91,502
Depreciation Expense	318,000
Capital Expenditures	630,000
Transfers	<u>(112,000)</u>
TOTAL EXPENDITURES	1,442,504
CONTRIBUTION TO (FROM) FUND BALANCE	<u><u>\$ (322,004)</u></u>
<b>92 BOAT HARBOR FUND</b>	
REVENUES	
Operating Revenues	\$ 520,500
Capital Project Revenues	<u>5,300,000</u>
	5,820,500
EXPENDITURES	
Direct Operating Expenditures	<u>618,140</u>

Haines Borough  
Ordinance No. 20-04-566  
Page 6 of 7

Capital Expenditures	5,300,000
Allocated Expense	(121,305)
Depreciation Expense	<u>760,000</u>
TOTAL EXPENDITURES	6,556,835
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (736,335)</u>

**93 LUTAK DOCK FUND**

REVENUES	<u>\$ 350,000</u>
EXPENDITURES	
Direct Expenditures	96,960
Capital Expenditures	225,000
Allocated Expense	94,103
Depreciation Expense	<u>99,400</u>
TOTAL EXPENDITURES	515,463
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (165,463)</u>

**94 PORT CHILKOOT DOCK FUND**

REVENUES	<u>\$ 83,600</u>
EXPENDITURES	
Direct Expenditures	37,892
Capital Expenditures	75,000
Allocated Expense	98,214
Transfers	(75,000)
Depreciation Expense	<u>327,500</u>
TOTAL EXPENDITURES	463,606
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ (380,006)</u>

**97 PERMANENT FUND**

REVENUES	<u>\$ 358,000</u>
EXPENDITURES	
Direct Expenditures	24,250
Operating Transfers	<u>274,372</u>
TOTAL EXPENDITURES & TRANSFERS	298,622
CONTRIBUTION TO (FROM) FUND BALANCE	<u>\$ 59,378</u>

Haines Borough  
Ordinance No. 20-04-566  
Page 7 of 7

Section 4. Rates of Levy. The following are rates of levy on taxable property within the Haines Borough for the Calendar Year beginning January 1, 2020, based upon the proposed Year FY21 beginning July 1, 2020.

	<u>Borough Areawide</u>	<u>Fire Service Area</u>	<u>Road/ Other Service Area</u>	<u>Debt Service Mills</u>	<u>FY21 Total Levy</u>
Townsite	4.62	0.85	3.24	2.20	10.91
Fire District #1 (outside Townsite)	4.62	0.85	-	2.20	7.67
Fire District #3	4.62	0.92	-	2.20	7.74
Dalton Trail RMSA	4.62	0.92	0.39	2.20	8.13
Dalton Trail RMSA (no fire service)	4.62	-	0.39	2.20	7.21
Dalton Trail & Eagle Vista RMSA	4.62	0.92	2.29	2.20	10.03
Dalton Trail & Chilkat Lake RMSA	4.62	-	0.63	2.20	7.45
Riverview RMSA	4.62	0.92	-	2.20	7.74
Letnikof RMSA	4.62	0.85	1.33	2.20	9.00
Borough	4.62	-	-	2.20	6.82

Section 5. Effective Date. This ordinance becomes effective July 1, 2020.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS \_\_\_th DAY OF JUNE, 2020

ATTEST:

\_\_\_\_\_  
Jan Hill, Mayor

\_\_\_\_\_  
Alekka Fullerton, Borough Clerk

Date Introduced: 04/\_\_\_/20  
Date of First Public Hearing: 05/\_\_\_/20  
Date of Second Public Hearing: 05/\_\_\_/20  
Date of Third Public Hearing: 06/\_\_\_/20- Adopted

# Memo



**To:** Haines Borough Mayor & Assembly  
**From:** Jila Stuart, Finance Director  
 Alekka Fullerton, Acting Borough Manager  
**Date:** May 21, 2020  
**Re:** Recommended Additions to *FY21 Budget* Ordinance #20-04-566

The Acting Borough Manager and Finance Director recommend the following amendments to the FY21 Budget currently before you.

1. Remove \$448,149 of State revenue for school debt reimbursement. This funding was vetoed by the Governor.
2. Remove prior year CIP appropriations for projects (shown below) that are completed under budget or that can be delayed. Appropriations for capital projects do not lapse at fiscal year-end. These funds totaling \$224,075 (half of the lost school debt reimbursement funds) would be used to pay debt service on the school construction bonds.

<u>Source</u>	<u>Project</u>	<u>Remaining Budget</u>	<u>Use for School Bond Debt</u>
FY13CIP	Harbor Fuel Facility Cardlock	2,073	2,073
FY16CIP	Chilkat Center Auditorium Repairs - changed to AHU 2017	14,000	14,000
FY16CIP	Chilkat Center Siding Repair and Paint	7,358	7,358
FY16CIP	KVVFV Replace SCBA	6,070	6,070
FY16CIP	improvements	461,001	21,494
FY17	PC Dock Repair Fender 94	3,546	3,546
FY17CIP	Public Works Sand Truck	10,098	10,098
CIP Various	High School Roof	185,000	21,493
FY15CIP	Repaint Library	20,000	20,000
FY19CIP	Cyd/Tourism 4x4 Van	999	999
FY19CIP	Morgue	16,945	16,945
Funds in Equipment Sinking fund for Chilkat Center Air Handling Unit		100,000	100,000
Total Funds to be re-allocated to school bond debt payment in FY21			\$ 224,075

3. Reallocate property tax revenue from fund 01 to pay the remaining \$224,074 shortfall for school debt. This would not increase the total proposed mills.
4. Appropriate \$1,860,625.50 of federal CARES Act revenue. This is the second and third of three payments totaling \$4,007,216.22. The first payment is recommended as a FY20 budget amendment. Appropriations for grants do not lapse at fiscal year-end. This amendment would appropriate CARES Act funds for expenditures allowable within the grant agreement entered between the State of Alaska and the Haines Borough. The Haines Borough Assembly has formed an ad hoc committee to make more specific recommendations for expenditures.

5. Reduce Fund 20 (Medical Service Area) expense by \$88,000 which can be paid instead with CARES Act revenue and eliminate the \$88,000 operating transfer from the Areawide General Fund which was previously budgeted. This frees up unrestricted Areawide revenues to pay school bond debt.
6. Reduce Areawide household hazardous waste budget by \$25,000. This will eliminate funding for professional services and shipping waste out. We may still be able to collect waste and store it to be shipped out the following year.
7. Reduce payroll for individuals whose services will be substantially dedicated to mitigating or responding to the COVID-19 public health emergency. This amendment is a conservative estimate of FY21 payroll that can be paid from CARES Act funding instead of the originally identified funding source. This amendment would reduce payroll budgets in the Areawide, Townsite, and Economic Development funds by a total of \$210,000.

		Decrease to FY21 Payroll Budget
01-01-10 61XX	Admin - Payroll Expense	<b>30,000</b>
01-01-15 61XX	Finance - Payroll Expense	<b>35,000</b>
01-04-20 61XX	Public Facilities - Payroll Expense	<b>30,000</b>
02-02-00-61XX	Police - Payroll Expense	<b>65,000</b>
01-02-50-61XX	Dispatch - Payroll Expense	<b>40,000</b>
23-02-00-61XX	Tourism - Payroll Expense	<b>10,000</b>
Total reduction to payroll expense which will be paid through CARES Act		<b>\$210,000</b>

# HAINES BOROUGH FY21 BUDGET



## 01 AREAWIDE GENERAL FUND

### REVENUE

			current		Change from FY20
	FY20 BUDGET	Apr 14 version FY21 Proposed	May 7 version FY21 Proposed	After 1st PH FY21 Proposed	
<b>AREA WIDE REVENUE</b>					
01-01-09-4011 Property Tax Revenue	\$ 1,456,000	\$ 1,615,000	\$ 1,550,000	\$ 1,550,000	\$ 94,000
01-01-09-4130 Sales Tax	628,000	388,000	323,000	323,000	(305,000)
01-01-09-4132 Sales Tax Lodging	130,000	78,000	65,000	65,000	(65,000)
01-01-09-4133 Tobacco Excise Tax	90,000	92,000	92,000	92,000	2,000
01-01-09-4134 Marijuana Excise Tax	-	15,000	15,000	15,000	15,000
01-01-09-4210 Business Licenses & Tour Permits	41,000	41,000	41,000	41,000	-
01-01-09-4226 Burial Permits	2,100	2,500	2,500	2,500	400
01-01-09-4366 e911 Surcharge	39,500	40,000	40,000	40,000	500
01-01-09-4250 Miscellaneous Fines & Fees	13,500	12,000	12,000	12,000	(1,500)
01-01-09-4341 State Revenue - Other	168,000	160,000	160,000	160,000	(8,000)
01-01-09-4350 State Revenue - Beverage	8,100	8,000	8,000	8,000	(100)
01-01-09-4353 State Revenue - Community Assistance	409,017	375,381	375,381	375,381	(33,636)
01-01-09-4363 State Revenue - Fisheries Business Tax	226,890	158,500	158,500	158,500	(68,390)
01-01-09-4364 State Revenue - Shared Fisheries	-	1,000	1,000	1,000	1,000
01-01-09-4532 Federal Revenue - P.I.L.T.	372,862	372,000	372,000	372,000	(862)
01-01-09-4534 Federal Revenue -SRS/Timber Receipts	-	229,926	229,926	229,926	229,926
01-01-09-4600 Miscellaneous Revenue	10,000	-	-	-	(10,000)
01-01-09-4610 Interest Earnings	210,000	160,000	160,000	160,000	(50,000)
01-01-09-4614 Penalty & Interest - Property Tax	20,000	30,000	30,000	30,000	10,000
01-01-09-4617 Penalty & Interest - Sales Tax	25,000	20,000	20,000	20,000	(5,000)
01-01-09-4620 Rent	55,000	56,000	56,000	56,000	1,000
01-01-17-4221 Building Permits	8,000	6,500	6,500	6,500	(1,500)
<i>Chilkat Center for the Arts</i>					
01-08-00-4620 Rental Income	25,000	20,000	20,000	20,000	(5,000)
<i>Road Maintenance Service Areas</i>					
01-09-49-4025 Property Tax - Letnikof RMSA	9,800	12,000	12,000	12,000	2,200
01-09-54-4025 Property Tax - Historic Dalton Trail	5,000	5,000	5,000	5,000	-
01-09-55-4025 Property Tax - Eagle Vista RMSA	4,000	4,000	4,000	4,000	-
01-09-56-4025 Property Tax - Chilkat Lake RMSA	1,500	1,500	1,500	1,500	-
<i>Library</i>					
01-14-00-4341 State Revenue - Library	7,000	7,000	7,000	7,000	-
01-14-00-4250 User Fees - Library	17,000	17,000	17,000	17,000	-
<i>Community Youth Development</i>					
01-16-10-4250 User Fees - CYD	6,000	-	-	-	(6,000)
<i>Municipal Swimming Pool</i>					
01-16-15-4257 Swimming Pool Revenue	26,000	35,000	35,000	35,000	9,000
<b>TOTAL AREAWIDE REVENUES</b>	<b>\$ 4,014,269</b>	<b>\$ 3,962,307</b>	<b>\$ 3,819,307</b>	<b>\$ 3,819,307</b>	<b>(194,962)</b>

### EXPENDITURES

#### ADMINISTRATION

01-01-10-6110 Salaries and wages	\$ 227,531	\$ 225,420	\$ 225,420	\$ 225,420	(2,111)
01-01-10-6115 Payroll Burden	69,322	38,330	68,330	68,330	(992)
01-01-10-6140 Health Insurance	52,632	55,512	55,512	55,512	2,880
01-01-10-6116 PERS "On Behalf" Pd by State	168,000	160,000	160,000	160,000	(8,000)
01-01-10-7211 Supplies & Postage	4,000	3,750	3,750	3,750	(250)
01-01-10-7230 Material & Equipment	650	650	650	650	-
01-01-10-7241 Computers & Peripherals	2,300	3,100	3,100	3,100	800
01-01-10-7312 Professional & Contractual	70,000	68,500	68,500	68,500	(1,500)
01-01-10-7325 Dues, Subscriptions & Fees	4,900	4,600	4,600	4,600	(300)
01-01-10-7332 Discretionary Expense	500	500	500	500	-
01-01-10-7334 Travel & Per Diem	4,500	-	-	-	(4,500)
01-01-10-7335 Training	1,525	1,975	1,975	1,975	450
01-01-10-7340 Advertising	350	350	350	350	-
01-01-10-7351 Banking & Insurance	7,375	8,200	8,200	8,200	825

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
01-01-10-7355	Vehicle Expense	550	700	700	700	150
01-01-10-7360	Utilities	9,300	9,020	9,020	9,020	(280)
01-01-10-7900	Work Orders - Administration	(36,000)	(23,000)	(23,000)	(23,000)	13,000
01-01-10-7901	Work Orders - Public Works	350	400	400	400	50
		<u>587,785</u>	<u>558,007</u>	<u>588,007</u>	<u>588,007</u>	222
<b>BOROUGH ASSEMBLY</b>						
01-01-11-6110	Salaries and wages	\$ 28,150	25,900	25,900	25,900	(2,250)
01-01-11-6115	Payroll Burden	4,552	3,598	3,598	3,598	(954)
01-01-11-7211	Supplies & Postage	1,950	1,500	1,500	1,500	(450)
01-01-11-7241	Computers and Peripherals	1,620	2,445	2,445	2,445	825
01-01-11-7312	Professional & Contractual	10,610	7,030	7,030	7,030	(3,580)
01-01-11-7325	Dues, Subscriptions & Fees	200	100	100	100	(100)
01-01-11-7332	Discretionary Expense	1,000	1,000	1,000	1,000	-
01-01-11-7334	Travel & Per Diem	7,500	4,500	4,500	4,500	(3,000)
01-01-11-7335	Training	5,100	3,650	3,650	3,650	(1,450)
01-01-11-7340	Advertising	2,500	1,250	1,250	1,250	(1,250)
01-01-11-7351	Banking & Insurance	1,220	1,400	1,400	1,400	180
01-01-11-7360	Utilities	6,200	6,000	6,000	6,000	(200)
01-01-11-7710	Appropriations from the Assembly	28,400	20,000	-	-	(28,400)
		<u>99,002</u>	<u>78,373</u>	<u>58,373</u>	<u>58,373</u>	(40,629)
<b>ELECTIONS</b>						
01-01-14-6110	Salaries and wages	\$ 2,351	1,803	1,803	1,803	(548)
01-01-14-6115	Payroll Burden	9	7	7	7	(2)
01-01-14-7211	Supplies & Postage	1,825	2,000	2,000	2,000	175
01-01-14-7312	Professional & Contractual	950	1,500	1,500	1,500	550
01-01-14-7334	Travel & Per Diem	100	-	-	-	(100)
01-01-14-7340	Advertising	800	800	800	800	-
01-01-14-7375	Rent	200	200	200	200	-
		<u>6,235</u>	<u>6,310</u>	<u>6,310</u>	<u>6,310</u>	75
<b>FINANCE</b>						
01-01-15-6110	Salaries and wages	\$ 231,243	210,852	210,852	210,852	(20,391)
01-01-15-6115	Payroll Burden	68,792	64,798	64,798	64,798	(3,994)
01-01-15-6140	Health Insurance	70,176	74,016	74,016	74,016	3,840
01-01-15-7211	Supplies & Postage	6,900	6,400	6,400	6,400	(500)
01-01-15-7230	Material & Equipment	200	200	200	200	-
01-01-15-7241	Computers & Peripherals	19,300	17,920	17,920	17,920	(1,380)
01-01-15-7312	Professional & Contractual	52,300	46,800	46,800	46,800	(5,500)
01-01-15-7325	Dues, Subscriptions & Fees	225	225	225	225	-
01-01-15-7332	Discretionary Expense	250	250	250	250	-
01-01-15-7334	Travel & Per Diem	1,150	-	-	-	(1,150)
01-01-15-7335	Training	600	500	500	500	(100)
01-01-15-7340	Advertising	1,100	1,150	1,150	1,150	50
01-01-15-7351	Banking & Insurance	8,545	9,400	9,400	9,400	855
01-01-15-7360	Utilities	5,800	5,625	5,625	5,625	(175)
		<u>466,581</u>	<u>438,136</u>	<u>438,136</u>	<u>438,136</u>	(28,445)
<b>LANDS, ASSESSMENT &amp; PLANNING</b>						
01-01-17-6110	Salaries and wages	\$ 211,104	188,105	166,442	159,924	(51,180)
01-01-17-6115	Payroll Burden	63,943	56,955	50,076	48,093	(15,850)
01-01-17-6140	Health Insurance	70,176	64,764	58,596	58,596	(11,580)
01-01-17-7211	Supplies & Postage	4,000	4,000	4,000	4,000	-
01-01-17-7230	Material & Equipment	-	150	150	150	150
01-01-17-7241	Computers & Peripherals	13,823	14,353	14,353	14,353	530
01-01-17-7312	Professional & Contractual	17,350	5,350	5,350	5,350	(12,000)
01-01-17-7325	Dues, Subscriptions & Fees	250	450	450	450	200
01-01-17-7334	Travel & Per Diem	4,800	-	-	-	(4,800)
01-01-17-7335	Training	500	1,210	1,210	1,210	710
01-01-17-7340	Advertising	6,000	3,000	3,000	3,000	(3,000)
01-01-17-7351	Banking & Insurance	2,715	3,000	3,000	3,000	285
01-01-17-7355	Vehicle Expense	700	700	700	700	-
01-01-17-7360	Utilities	6,400	6,220	6,220	6,220	(180)
		<u>401,761</u>	<u>348,257</u>	<u>313,547</u>	<u>305,046</u>	(96,715)

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
<b>INFORMATION TECHNOLOGY</b>						
01-01-20-7211	Supplies & Postage	250	200	200	200	(50)
01-01-20-7241	Computers & Peripherals	14,350	22,350	22,350	22,350	8,000
01-01-20-7312	Professional & Contractual	95,000	95,000	95,000	95,000	-
01-01-20-7351	Banking & Insurance	755	900	900	900	145
01-01-20-7360	Utilities	1,700	1,650	1,650	1,650	(50)
		112,055	120,100	120,100	120,100	8,045
<b>DISPATCH</b>						
01-02-50-6110	Salaries and wages	263,309	258,797	238,318	238,318	(24,991)
01-02-50-6115	Payroll Burden	80,499	79,797	73,482	73,482	(7,017)
01-02-50-6140	Health Insurance	87,720	92,520	92,520	92,520	4,800
01-02-50-7211	Supplies & Postage	2,700	2,700	2,700	2,700	-
01-02-50-7230	Material & Equipment	2,500	2,500	2,500	2,500	-
01-02-50-7241	Computers & Peripherals	500	1,500	1,500	1,500	1,000
01-02-50-7312	Professional & Contractual	15,900	29,200	29,200	29,200	13,300
01-02-50-7325	Dues, Subscriptions & Fees	650	650	650	650	-
01-02-50-7334	Travel & Per Diem	4,100	-	-	-	(4,100)
01-02-50-7335	Training	2,400	2,400	2,400	2,400	-
01-02-50-7340	Advertising	200	200	200	200	-
01-02-50-7351	Banking & Insurance	3,165	3,500	3,500	3,500	335
01-02-50-7360	Utilities	4,200	7,320	7,320	7,320	3,120
01-02-50-7908	Work Orders - Facilities	500	250	250	250	(250)
		468,343	481,334	454,540	454,540	(13,803)
<b>PUBLIC FACILITIES</b>						
01-04-20-6110	Salaries and wages	\$ 216,466	192,390	192,390	192,390	(24,076)
01-04-20-6115	Payroll Burden	72,161	65,048	65,048	65,048	(7,113)
01-04-20-6140	Health Insurance	52,632	55,512	55,512	55,512	2,880
01-04-20-7211	Supplies & Postage	1,200	1,200	1,200	1,200	-
01-04-20-7230	Material & Equipment	18,000	19,000	19,000	19,000	1,000
01-04-20-7241	Computers and Peripherals	1,200	2,750	2,750	2,750	1,550
01-04-20-7312	Professional & Contractual	28,650	31,150	31,150	31,150	2,500
01-04-20-7334	Travel & Per Diem	3,000	-	-	-	(3,000)
01-04-20-7340	Advertising	100	500	500	500	400
01-04-20-7351	Banking & Insurance	12,145	10,400	10,400	10,400	(1,745)
01-04-20-7355	Vehicle Expense	3,500	3,500	3,500	3,500	-
01-04-20-7360	Utilities	44,300	25,150	25,150	25,150	(19,150)
01-04-20-7371	Building Maintenance	38,000	33,000	33,000	33,000	(5,000)
01-04-20-7901	Work Orders - Public Works	1,000	500	500	500	(500)
01-04-20-7908	Work Orders - Facilities	(166,900)	(133,650)	(133,650)	(133,650)	33,250
		325,454	306,450	306,450	306,450	(19,004)
<div style="border: 1px solid black; padding: 5px; background-color: #ffffcc;">           Includes \$29,120 of Senior Center expense:            Maintenance \$12,000            Utilities 13,000            Insurance 2,420            Management Fee 1,700            Total \$29,120         </div>						
<b>SOLID &amp; HAZARDOUS WASTE</b>						
01-05-00-7230	Material & Equipment	\$ 500	500	500	500	-
01-05-00-7312	Professional & Contractual	25,000	25,000	25,000	25,000	-
01-05-00-7340	Advertising	150	150	150	150	-
01-05-00-7901	Work Orders - Public Works	5,000	5,000	5,000	5,000	-
01-05-00-7908	Work Orders - Facilities	800	800	800	800	-
		31,450	31,450	31,450	31,450	-
<b>CHILKAT CENTER FOR THE ARTS</b>						
01-08-00-7211	Supplies & Postage	\$ 1,200	1,000	1,000	1,000	(200)
01-08-00-7230	Material & Equipment	1,000	1,000	1,000	1,000	-
01-08-00-7312	Professional & Contractual	15,000	15,000	15,000	15,000	-
01-08-00-7351	Banking & Insurance	12,200	13,500	13,500	13,500	1,300
01-08-00-7360	Utilities	43,500	45,000	45,000	45,000	1,500
01-08-00-7371	Building Maintenance & Repairs	2,500	2,500	2,500	2,500	-
01-08-00-7901	Work Orders - Public Works	2,500	-	-	-	(2,500)
01-08-00-7908	Work Orders - Facilities	5,000	2,000	2,000	2,000	(3,000)
		82,900	80,000	80,000	80,000	(2,900)

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
<b>ROAD MAINTENANCE SERVICE AREAS</b>						
01-09-49-7312	Professional Service - Letnikof	\$ 4,800	8,500	8,500	8,500	3,700
01-09-49-7901	Work Orders (PW) - Letnikof	5,000	3,500	3,500	3,500	(1,500)
01-09-54-7312	Professional Service - Dalton Trail	3,000	3,000	3,000	3,000	-
01-09-54-7901	Work Orders (PW) - HDT	2,000	2,000	2,000	2,000	-
01-09-55-7312	Professional Service - Eagle Vista	4,000	4,000	4,000	4,000	-
01-09-55-7901	Work Orders (PW) - Letnikof	-	3,500	3,500	3,500	3,500
01-09-56-7312	Professional Service - Chilkat Lake	1,000	1,000	1,000	1,000	-
01-09-56-7901	Work Orders (PW) - Chilkat Lake	500	500	500	500	-
		<b>20,300</b>	<b>26,000</b>	<b>26,000</b>	<b>26,000</b>	<b>5,700</b>
<b>HAINES BOROUGH SCHOOL DISTRICT</b>						
01-12-00-7601	School District - Instructional	\$ 1,605,000	1,605,000	1,605,000	1,605,000	-
01-12-00-7602	School District - Activities	210,000	220,000	220,000	220,000	10,000
01-12-00-7908	Work Orders - Facilities	2,000	2,000	2,000	2,000	-
		<b>1,817,000</b>	<b>1,827,000</b>	<b>1,827,000</b>	<b>1,827,000</b>	<b>10,000</b>
<b>LIBRARY</b>						
01-14-00-6110	Salaries and wages	\$ 279,525	277,048	251,808	251,808	(27,717)
01-14-00-6115	Payroll Burden	78,503	76,199	73,274	73,274	(5,229)
01-14-00-6140	Health Insurance	35,088	37,008	37,008	37,008	1,920
01-14-00-7210	Lending Materials	6,600	6,600	-	-	(6,600)
01-14-00-7211	Supplies & Postage	7,100	4,800	4,800	4,800	(2,300)
01-14-00-7230	Material & Equipment	1,500	1,500	1,500	1,500	-
01-14-00-7241	Computers & Peripherals	2,000	2,000	2,000	2,000	-
01-14-00-7305	Replacement Materials	500	-	-	-	(500)
01-14-00-7312	Professional & Contractual	4,650	4,650	4,650	4,650	-
01-14-00-7325	Dues, Subscriptions & Fees	375	400	400	400	25
01-14-00-7334	Travel & Per Diem	800	-	-	-	(800)
01-14-00-7335	Training	500	-	-	-	(500)
01-14-00-7340	Advertising	150	150	150	150	-
01-14-00-7351	Banking & Insurance	9,780	10,800	10,800	10,800	1,020
01-14-00-7360	Utilities	37,600	36,500	36,500	36,500	(1,100)
01-14-00-7371	Building Maintenance	2,500	2,500	2,500	2,500	-
01-14-00-7908	Work Orders - Facilities	6,000	6,000	6,000	6,000	-
		<b>473,171</b>	<b>466,155</b>	<b>431,390</b>	<b>431,390</b>	<b>(41,781)</b>
<b>LIBRARY - IMLS BASIC GRANT</b>						
01-14-02-4589	FEDERAL GRANT REVENUE	\$ (7,000)	(10,000)	(10,000)	(10,000)	(3,000)
01-14-02-7210	Lending Materials	3,150	1,000	1,000	1,000	(2,150)
01-14-02-7211	Supplies & Postage	300	-	-	-	(300)
01-14-02-7312	Professional & Contractual	2,250	8,700	8,700	8,700	6,450
01-14-02-7334	Travel & Per Diem	1,000	-	-	-	(1,000)
01-14-02-7392	Project Expenditures	300	300	300	300	-
		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>LIBRARY GRANT - PLA</b>						
01-14-05-4341	State Revenue - Library	\$ (6,500)	(7,000)	(7,000)	(7,000)	(500)
01-14-05-7210	Lending Materials	5,650	2,800	2,800	2,800	(2,850)
01-14-05-7211	Supplies & Postage	500	500	500	500	-
01-14-05-7241	Computers & Peripherals	-	3,400	3,400	3,400	3,400
01-14-05-7334	Travel & Per Diem	350	300	300	300	(50)
		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FRIENDS OF THE LIBRARY GRANT</b>						
01-14-06-4604	Donations - Library	\$ (13,474)	(30,780)	(30,780)	(30,780)	(17,306)
01-14-06-6110	Salaries and wages	2,917	2,276	2,279	2,276	(641)
01-14-06-6115	Payroll Burden	262	204	204	204	(58)
01-14-06-7210	Lending Materials	1,000	9,800	9,800	9,800	8,800
01-14-06-7312	Professional & Contractual	1,575	5,000	5,000	5,000	3,425
01-14-06-7334	Travel & Per Diem	995	1,000	1,000	1,000	5
01-14-06-7335	Training	225	500	500	500	275
01-14-06-7360	Utilities	-	6,000	6,000	6,000	6,000
01-14-06-7392	Project Expenditures	6,500	6,000	6,000	6,000	(500)
		<b>-</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>-</b>
<b>MUSEUM GENERAL</b>						
01-15-00-6110	Salaries and wages	\$ 144,558	142,802	104,992	104,992	(39,566)
01-15-00-6115	Payroll Burden	41,769	43,068	31,368	31,368	(10,401)
01-15-00-6140	Health Insurance	35,088	37,008	37,008	37,008	1,920

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
01-15-00-7351	Banking & Insurance	9,170	10,100	10,100	10,100	930
01-15-00-7371	Building Maintenance & Repairs	4,000	4,000	4,000	4,000	-
01-15-00-7654	Component Unit Reimbursements	-	-	8,640	8,640	8,640
01-15-00-7901	Work Orders - Public Works	100	100	100	100	-
01-15-00-7908	Work Orders - Facilities	6,000	4,000	4,000	4,000	(2,000)
		240,685	241,078	200,208	200,208	(40,477)
<b>MUSEUM &amp; MUSEUM GRANT FUNDED</b>						
01-15-08-6110	Salaries and wages	\$ 24,004	58,204	-	-	(24,004)
01-15-08-6115	Payroll Burden	7,428	12,302	-	-	(7,428)
01-15-08-7654	Component Unit Reimbursements	(31,432)	(70,506)	-	-	31,432
		-	-	-	-	-
<b>PARKS</b>						
01-16-05-6110	Salaries and wages	\$ 15,576	15,631	15,631	15,631	55
01-16-05-6115	Payroll Burden	5,484	5,504	5,504	5,504	20
01-16-05-7211	Supplies & Postage	1,500	1,500	1,500	1,500	-
01-16-05-7230	Material & Equipment	6,500	6,500	6,500	6,500	-
01-16-05-7312	Professional & Contractual	11,400	11,400	11,400	11,400	-
01-16-05-7340	Advertising	90	90	90	90	-
01-16-05-7351	Banking & Insurance	1,200	1,400	1,400	1,400	200
01-16-05-7355	Vehicle Expense	2,000	2,000	2,000	2,000	-
01-16-05-7360	Utilities	7,000	7,000	7,000	7,000	-
01-16-05-7371	Maintenance & Repairs	1,500	1,500	1,500	1,500	-
01-16-05-7901	Work Orders - Public Works	6,000	5,000	5,000	5,000	(1,000)
01-16-05-7908	Work Orders - Public Facilities	6,000	6,000	6,000	6,000	-
		64,250	63,525	63,525	63,525	(725)
<b>COMMUNITY YOUTH DEVELOPMENT</b>						
01-16-10-6110	Salaries and wages	\$ 11,512	-	-	-	(11,512)
01-16-10-6115	Payroll Burden	3,562	-	-	-	(3,562)
01-16-10-7211	Supplies & Postage	120	-	-	-	(120)
01-16-10-7230	Material & Equipment	3,000	-	-	-	(3,000)
01-16-10-7241	Computers & Peripherals	100	-	-	-	(100)
01-16-10-7312	Professional & Contractual Se	-	-	-	-	-
01-16-10-7334	Travel & Per Diem	16,000	-	-	-	(16,000)
01-16-10-7340	Advertising	650	-	-	-	(650)
01-16-10-7351	Banking & Insurance	2,000	-	-	-	(2,000)
01-16-10-7355	Vehicle Expense	1,000	-	-	-	(1,000)
01-16-10-7360	Utilities	2,390	-	-	-	(2,390)
01-16-10-7392	Program/Project Expenditures	2,000	-	-	-	(2,000)
01-16-10-7901	Work Orders - Public Works	100	-	-	-	(100)
		42,434	-	-	-	(42,434)
<b>MUNICIPAL SWIMMING POOL</b>						
FY21 - 9 months of operation Sep-May						
01-16-15-6110	Salaries and wages	\$ 80,415	93,936	93,936	93,936	13,521
01-16-15-6115	Payroll Burden	25,709	31,248	31,248	31,248	5,539
01-16-15-6140	Health Insurance	8,772	13,878	13,878	13,878	5,106
01-16-15-7211	Supplies & Postage	2,000	1,650	1,650	1,650	(350)
01-16-15-7230	Material & Equipment	3,300	1,865	1,865	1,865	(1,435)
01-16-15-7241	Computers & Peripherals	400	400	400	400	-
<i>(swimming pool continued)</i>						
01-16-15-7312	Professional & Contractual	1,950	1,465	1,465	1,465	(485)
01-16-15-7334	Travel & Per Diem	1,500	-	-	-	(1,500)
01-16-15-7335	Training	885	2,560	2,560	2,560	1,675
01-16-15-7340	Advertising	300	300	300	300	-
01-16-15-7351	Banking & Insurance	7,740	8,600	8,600	8,600	860
01-16-15-7360	Utilities	52,900	47,700	47,700	47,700	(5,200)
01-16-15-7371	Building Maintenance & Repairs	10,000	5,000	5,000	5,000	(5,000)
01-16-15-7908	Work Orders - Facilities	12,000	10,000	10,000	10,000	(2,000)
		207,871	218,602	218,602	218,602	10,731
<b>TOTAL AREAWIDE EXPENSES</b>						
		5,447,277	5,290,777	5,163,638	5,155,137	(292,140)
<b>TOTAL REVENUE OVER (UNDER) EXPENDITURES</b>						
		(1,433,008)	(1,328,470)	(1,344,331)	(1,335,830)	97,178

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
			\$19,100			
			\$88,000			
			\$54,000			
<b>TRANSFERS</b>						
01-98-00-8200	Operating Transfers - OUT fr General	\$ 210,230	<b>153,100</b>	<b>161,100</b>	<b>161,100</b>	(49,130)
01-98-97-8264	Operating Transfers - In fr Permanent	(304,000)	<b>(307,000)</b>	<b>(307,000)</b>	<b>(307,000)</b>	(3,000)
		(93,770)	<b>(153,900)</b>	<b>(145,900)</b>	<b>(145,900)</b>	(52,130)
<b>ALLOCATED EXPENSE</b>						
01-99-00-8101	Allocations - Administration	\$ (179,263)	<b>(172,718)</b>	<b>(172,718)</b>	<b>(172,718)</b>	6,545
01-99-00-8104	Allocations - Finance	(218,763)	<b>(216,773)</b>	<b>(216,773)</b>	<b>(216,773)</b>	1,990
01-99-00-8105	Allocations - Assess/Planning	(15,550)	<b>(12,349)</b>	<b>(12,349)</b>	<b>(12,349)</b>	3,201
01-99-00-8106	Allocations - Dispatch Department	(450,149)	<b>(463,260)</b>	<b>(436,466)</b>	<b>(436,466)</b>	13,683
01-99-00-8120	Allocations - IT	(51,548)	<b>(55,102)</b>	<b>(55,102)</b>	<b>(55,102)</b>	(3,554)
		(915,273)	<b>(920,202)</b>	<b>(893,408)</b>	<b>(893,408)</b>	21,865
<b>FUND 01 EXCESS REVENUE OVER (UNDER) EXPENSES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<b>\$ (423,965)</b>	<b>\$ (254,368)</b>	<b>\$ (305,023)</b>	<b>\$ (296,522)</b>	127,443
<b>02 TOWNSITE SERVICE AREA</b>						
<b>REVENUE</b>						
<b>TOWNSITE</b>						
02-01-09-4011	Property Tax Revenue	\$ 590,000	\$ <b>620,000</b>	\$ <b>665,000</b>	\$ <b>665,000</b>	75,000
02-01-09-4130	Sales Tax	846,000	<b>526,000</b>	<b>438,000</b>	<b>438,000</b>	(408,000)
02-01-09-4610	Interest Earnings	9,000	<b>7,000</b>	<b>7,000</b>	<b>7,000</b>	(2,000)
<b>POLICE</b>						
02-02-00-4250	Miscellaneous Fees	6,000	<b>5,000</b>	<b>5,000</b>	<b>5,000</b>	(1,000)
02-02-00-4342	State Revenue - Corrections / Public Safety	246,955	<b>246,955</b>	<b>246,955</b>	<b>246,955</b>	-
<b>TOTAL TOWNSITE REVENUES</b>		<b>1,697,955</b>	<b>1,404,955</b>	<b>1,361,955</b>	<b>1,361,955</b>	(336,000)
<b>EXPENDITURES</b>						
<b>POLICE</b>						
02-02-00-6110	Salaries & Wages	\$ 392,144	\$ <b>397,996</b>	\$ <b>397,996</b>	\$ <b>397,996</b>	5,852
02-02-00-6115	Payroll Burden	131,879	<b>133,897</b>	<b>133,897</b>	<b>133,897</b>	2,018
02-02-00-6140	Health Insurance	87,720	<b>92,520</b>	<b>92,520</b>	<b>92,520</b>	4,800
02-02-00-7211	Supplies & Postage	5,900	<b>5,900</b>	<b>5,900</b>	<b>5,900</b>	-
02-02-00-7230	Material & Equipment	18,500	<b>18,500</b>	<b>18,500</b>	<b>18,500</b>	-
02-02-00-7241	Computers & Peripherals	1,850	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	2,400
02-02-00-7312	Professional & Contractual	4,500	<b>7,150</b>	<b>7,150</b>	<b>7,150</b>	2,650
02-02-00-7325	Dues & Subscriptions	1,150	<b>1,150</b>	<b>1,150</b>	<b>1,150</b>	-
02-02-00-7334	Travel & Per Diem	11,000	-	-	-	(11,000)
02-02-00-7335	Training	9,000	<b>21,850</b>	<b>21,850</b>	<b>21,850</b>	12,850
02-02-00-7340	Advertising	750	<b>750</b>	<b>750</b>	<b>750</b>	-
02-02-00-7351	Banking & Insurance	23,980	<b>26,400</b>	<b>26,400</b>	<b>26,400</b>	2,420
02-02-00-7355	Vehicle Expense	15,000	<b>13,500</b>	<b>13,500</b>	<b>13,500</b>	(1,500)
02-02-00-7360	Utilities	18,100	<b>17,750</b>	<b>17,750</b>	<b>17,750</b>	(350)
02-02-00-7908	Work Orders - Facilities	600	<b>600</b>	<b>600</b>	<b>600</b>	-
		722,073	<b>742,213</b>	<b>742,213</b>	<b>742,213</b>	20,140
<b>PUBLIC WORKS</b>						
02-04-00-6110	Salaries & Wages	\$ 216,055	\$ <b>211,485</b>	\$ <b>211,485</b>	\$ <b>211,485</b>	(4,570)
02-04-00-6115	Payroll Burden	73,560	<b>72,038</b>	<b>72,038</b>	<b>72,038</b>	(1,522)
02-04-00-6140	Health Insurance	70,176	<b>74,016</b>	<b>74,016</b>	<b>74,016</b>	3,840
02-04-00-7211	Supplies & Postage	200	<b>200</b>	<b>200</b>	<b>200</b>	-
02-04-00-7230	Material & Equipment	99,000	<b>76,000</b>	<b>76,000</b>	<b>76,000</b>	(23,000)
02-04-00-7312	Professional & Contractual	38,200	<b>38,200</b>	<b>38,200</b>	<b>38,200</b>	-
02-04-00-7325	Dues & Subscriptions	150	<b>100</b>	<b>100</b>	<b>100</b>	(50)
02-04-00-7334	Travel & Per Diem	3,400	-	-	-	(3,400)
02-04-00-7335	Training	2,000	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	2,000

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
02-04-00-7340	Advertising	150	150	150	150	-
02-04-00-7351	Banking & Insurance	14,845	16,400	16,400	16,400	1,555
02-04-00-7355	Vehicle Expense	62,000	65,000	65,000	65,000	3,000
02-04-00-7360	Utilities	55,300	56,000	56,000	56,000	700
02-04-00-7371	Building Maintenance & Repairs	2,000	1,000	1,000	1,000	(1,000)
02-04-00-7901	Work Orders - Public Works	(85,950)	(110,900)	(110,900)	(110,900)	(24,950)
02-04-00-7908	Work Orders - Facilities	15,000	15,000	15,000	15,000	-
		<u>566,086</u>	<u>518,689</u>	<u>518,689</u>	<u>518,689</u>	(47,397)
<b>ANIMAL CONTROL</b>						
02-04-10-7312	Professional & Contractual	28,541	29,654	29,654	29,654	1,113
<b>TOTAL TOWNSITE EXPENSES</b>		<b>1,316,700</b>	<b>1,290,556</b>	<b>1,290,556</b>	<b>1,290,556</b>	(26,144)
<b>TOTAL REVENUE OVER (UNDER) EXPENDITURES</b>		<b>381,255</b>	<b>114,399</b>	<b>71,399</b>	<b>71,399</b>	(309,856)
<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">Transfer to from Areawide for Police Response outside TSA</div>						
<b>TRANSFERS</b>						
02-98-00-8200	Operating Transfers - IN fr Areawide	-	(54,000)	(54,000)	(54,000)	(54,000)
02-98-00-8228	Operating Transfers - OUT fr TSA	150,000	-	-	-	(150,000)
<b>ALLOCATED EXPENSE</b>						
02-99-00-8101	Allocations - Administration	79,135	86,418	86,418	86,418	7,283
02-99-00-8104	Allocations - Finance	60,853	60,319	60,319	60,319	(534)
02-99-00-8106	Allocations - Dispatch Department	281,830	290,366	273,486	273,486	(8,344)
02-99-00-8120	Allocations - IT	26,675	28,667	28,667	28,667	1,992
		<u>448,493</u>	<u>465,770</u>	<u>448,890</u>	<u>448,890</u>	397
<b>FUND 02 EXCESS REVENUE OVER (UNDER) EXPENSES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<b>\$ (217,238)</b>	<b>\$ (297,371)</b>	<b>\$ (323,491)</b>	<b>\$ (323,491)</b>	(106,253)

## 17 LAND DEVELOPMENT & SALES

<div style="border: 1px solid black; padding: 2px; display: inline-block; margin-bottom: 5px;">\$100,000 for EXI Surveying &amp; Subdivision Plats</div>						
<b>REVENUES</b>						
17-01-00-4615	Proceeds from Land Sales	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	-
<b>EXPENDITURES</b>						
17-01-00-7211	Supplies & Postage	\$ 20	\$ 20	\$ 20	\$ 20	-
17-01-00-7312	Professional & Contractual	100,000	100,000	100,000	100,000	-
17-01-00-7334	Travel & Per Diem	2,500	2,500	2,500	2,500	-
17-01-00-7340	Advertising	500	250	250	250	(250)
17-01-00-7351	Banking & Insurance	400	170	170	170	(230)
		<u>103,420</u>	<u>102,940</u>	<u>102,940</u>	<u>102,940</u>	(480)
<b>TRANSFERS</b>						
17-98-00-8252	Operating Transfers - OUT to Perm. Fund	26,743	32,628	32,628	32,628	5,885
<b>ALLOCATED EXPENSE</b>						
17-99-00-8101	Allocations - Administration	\$ 6,911	4,204	4,204	4,204	(2,707)
17-99-00-8104	Allocations - Finance	2,963	2,799	2,799	2,799	(164)
17-99-00-8105	Allocations - Assessment/Land Mgmt	9,963	7,429	7,429	7,429	(2,534)
		<u>19,837</u>	<u>14,432</u>	<u>14,432</u>	<u>14,432</u>	(5,405)
Total Expenditures, Transfers, & Allocations		<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

## 20 MEDICAL SERVICE AREA

<b>REVENUE</b>						
20-01-09-4130	Sales Tax	\$ 314,000	194,000	162,000	162,000	(152,000)
<b>EXPENDITURES</b>						

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
<b>LOCAL EMERGENCY PLANNING</b>						
20-01-00-7211	Supplies & Postage	\$ 200	\$ 200	\$ 200	\$ 200	-
20-01-00-7230	Material & Equipment	3,000	1,000	1,000	1,000	(2,000)
20-01-00-7241	Computers & Peripherals	2,000	840	840	840	(1,160)
20-01-00-7312	Professional & Contractual	10,000	12,160	12,160	12,160	2,160
20-01-00-7334	Travel & Per Diem	2,500	-	-	-	(2,500)
20-01-00-7335	Training	500	6,000	6,000	6,000	5,500
20-01-00-7900	Work Orders - Administration	-	5,000	5,000	5,000	5,000
20-01-00-7908	Work Orders - Facilities	6,000	-	-	-	(6,000)
		<u>24,200</u>	<u>25,200</u>	<u>25,200</u>	<u>25,200</u>	1,000
<b>AMBULANCE</b>						
20-03-00-6110	Salaries & Wages	\$ 130,578	142,769	120,338	120,338	(10,240)
20-03-00-6115	Payroll Burden	43,266	47,589	39,761	39,761	(3,505)
20-03-00-6140	Health Insurance	35,088	37,008	37,008	37,008	1,920
20-03-00-7211	Supplies & Postage	400	900	900	900	500
20-03-00-7230	Material & Equipment	22,550	14,440	14,440	14,440	(8,110)
20-03-00-7312	Professional & Contractual	3,400	3,900	3,900	3,900	500
20-03-00-7325	Dues, Subscriptions, & Fees	1,000	1,000	1,000	1,000	-
20-03-00-7334	Travel & Per Diem	11,050	-	-	-	(11,050)
20-03-00-7335	Training	13,450	14,840	14,840	14,840	1,390
20-03-00-7340	Advertising	100	100	100	100	-
20-03-00-7351	Banking & Insurance	6,585	7,244	7,244	7,244	659
20-03-00-7355	Vehicle Expense	3,400	10,600	10,600	10,600	7,200
20-03-00-7360	Utilities	7,700	8,000	8,000	8,000	300
		<u>278,567</u>	<u>288,390</u>	<u>258,131</u>	<u>258,131</u>	(20,437)
	Transfer from General Fund					
<b>TRANSFERS</b>						
20-98-00-8200	Operating Transfer - IN fr General Fund	(25,000)	(80,000)	(88,000)	(88,000)	(63,000)
20-98-00-8253	Operating Transfer - OUT fr MSA	82,000	-	-	-	(82,000)
<b>ALLOCATED PAYROLL EXPENSE</b>						
20-99-03-8101	Allocations - Administration	2,073	2,102	2,102	2,102	29
20-99-03-8104	Allocations - Finance	10,239	10,177	10,177	10,177	(62)
20-99-03-8106	Allocations - Dispatch Department	84,160	86,739	81,782	81,782	(2,378)
20-99-03-8108	Allocations - Medical Service Area	(69,350)	(83,473)	(72,900)	(72,900)	(3,550)
20-99-03-8120	Allocations - Information Technology	3,962	4,258	4,258	4,258	296
		<u>31,084</u>	<u>19,803</u>	<u>25,419</u>	<u>25,419</u>	(5,665)
Total Expenditures, Transfers & Allocated Expense		390,851	253,393	220,750	220,750	(170,102)
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<u>\$ (76,851)</u>	<u>\$ (59,393)</u>	<u>\$ (58,750)</u>	<u>\$ (58,750)</u>	18,102
<b>23 ECONOMIC DEVELOPMENT &amp; TOURISM PROMOTION</b>						
<b>REVENUES</b>						
23-01-09-4130	Sales Tax	\$ 628,000	388,000	323,000	323,000	(305,000)
<b>EXPENDITURES</b>						
<b>TOURISM</b>						
23-02-00-6110	Salaries & Wages	\$ 120,295	104,831	93,126	93,126	(27,169)
23-02-00-6115	Payroll Burden	37,109	32,338	28,716	28,716	(8,393)
23-02-00-6140	Health Insurance	35,088	37,008	37,008	37,008	1,920
23-02-00-7211	Supplies & Postage	11,000	10,500	10,500	10,500	(500)
23-02-00-7230	Material & Equipment	700	700	700	700	-
23-02-00-7241	Computers & Peripherals	4,900	3,000	3,000	3,000	(1,900)
23-02-00-7312	Professional & Contractual	19,500	57,300	45,300	45,300	25,800
23-02-00-7325	Dues & Subscriptions	4,310	5,310	5,310	5,310	1,000
23-02-00-7332	Public Relations / Entertainment	2,000	-	-	-	(2,000)
23-02-00-7334	Travel & Per Diem	12,150	8,670	4,000	4,000	(8,150)
23-02-00-7335	Training & Registration	4,400	3,480	3,480	3,480	(920)
23-02-00-7340	Advertising	72,050	79,600	64,600	64,600	(7,450)
23-02-00-7351	Banking & Insurance	3,015	3,400	3,400	3,400	385

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
23-02-00-7360	Utilities	16,000	16,000	8,500	8,500	(7,500)
23-02-00-7371	Building Maintenance & Repairs	3,000	3,000	3,000	3,000	-
23-02-00-7392	Events & Projects	15,000	8,000	-	-	(15,000)
23-02-00-7710	Appropriations from Assembly	20,000	-	-	-	(20,000)
23-02-00-7901	Work Orders - Public Works	6,000	5,000	5,000	5,000	(1,000)
23-02-00-7908	Work Orders - Facilities	2,000	2,000	2,000	2,000	-
23-02-00-7955	Work Orders-Tour/Econ Dev	(35,000)	-	-	-	35,000
		<u>353,517</u>	<u>380,137</u>	<u>317,640</u>	<u>317,640</u>	<u>(35,877)</u>
<b>ECONOMIC DEVELOPMENT</b>						
	Haines Economic Development Council (HEDC)					
23-03-00-7312	Professional & Contractual	91,000	72,800	72,800	-	(91,000)
23-03-00-7325	Dues & Subscriptions	1,800	1,800	1,800	-	(1,800)
23-03-00-7334	Travel & Per Diem	3,000	-	-	-	(3,000)
23-03-00-7335	Training & Registration	700	700	700	-	(700)
		<u>96,500</u>	<u>75,300</u>	<u>75,300</u>	<u>-</u>	<u>(96,500)</u>
<b>TRANSFERS</b>						
23-98-00-8255	Operating Transfers - OUT fr EconDev	441,600	-	-	-	(441,600)
<b>ALLOCATED PAYROLL EXPENSE</b>						
23-99-01-8101	Allocations - Administration	\$ 37,785	30,121	30,121	30,121	(7,664)
23-99-01-8104	Allocations - Finance	19,567	19,443	19,443	19,443	(124)
23-99-01-8120	Allocations - IT	4,706	5,058	5,058	5,058	352
		<u>62,058</u>	<u>54,622</u>	<u>54,622</u>	<u>54,622</u>	<u>(7,436)</u>
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<u>\$ (325,675)</u>	<u>\$ (122,059)</u>	<u>\$ (124,562)</u>	<u>\$ (49,262)</u>	<u>276,413</u>
<b>25 FIRE SERVICE AREAS</b>						
<b>Fire District #1</b>						
<b>REVENUES</b>						
25-01-00-4021	Real Property Taxes	\$ 231,000	\$ 240,000	\$ 223,500	\$ 223,500	(7,500)
25-01-00-4589	FEDERAL GRANT REVENUE	5,330	-	-	-	(5,330)
		<u>236,330</u>	<u>240,000</u>	<u>223,500</u>	<u>223,500</u>	<u>(12,830)</u>
<b>EXPENDITURES</b>						
25-01-00-7211	Supplies & Postage	700	1,175	1,175	1,175	475
25-01-00-7230	Material & Equipment	19,665	27,970	27,970	27,970	8,305
25-01-00-7312	Professional & Contractual	900	900	900	900	-
25-01-00-7325	Dues & Subscriptions	400	1,300	1,300	1,300	900
25-01-00-7334	Travel & Per Diem	8,550	-	-	-	(8,550)
25-01-00-7335	Training	13,715	11,420	11,420	11,420	(2,295)
25-01-00-7340	Advertising	100	100	100	100	-
25-01-00-7351	Banking & Insurance	14,540	16,000	16,000	16,000	1,460
25-01-00-7355	Vehicle Expense	8,500	8,500	8,500	8,500	-
25-01-00-7360	Utilities	12,800	12,500	12,500	12,500	(300)
	<b>TOTAL DIRECT EXPENSE - FD#1</b>	<u>79,870</u>	<u>79,865</u>	<u>79,865</u>	<u>79,865</u>	<u>(5)</u>
<b>ALLOCATED PAYROLL EXPENSE</b>						
25-99-01-8101	Allocations - Administration	\$ 2,073	2,073	2,073	2,073	-
25-99-01-8104	Allocations - Finance	4,445	4,445	4,445	4,445	-
25-99-01-8106	Allocations - Dispatch Department	80,520	82,495	77,538	77,538	(2,982)
25-99-01-8108	Allocations - Medical Service Area	69,350	83,473	72,900	72,900	3,550
25-99-01-8120	Allocations - Information Technology	3,962	3,962	3,962	3,962	-
		<u>160,350</u>	<u>176,448</u>	<u>160,918</u>	<u>160,918</u>	<u>568</u>
<b>Total Expenditures, Transfers &amp; Allocations - FD#1</b>		<u>240,220</u>	<u>256,313</u>	<u>240,783</u>	<u>240,783</u>	<u>563</u>
<b>FD#1 EXCESS REVENUE OVER (UNDER) EXPENDITURE, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<u>\$ (3,890)</u>	<u>\$ (16,313)</u>	<u>\$ (17,283)</u>	<u>\$ (17,283)</u>	<u>(13,393)</u>

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
<b>FIRE DISTRICT #3 - KLEHINI VALLEY VOLUNTEER FIRE DEPARTMENT</b>						
<b>REVENUES</b>						
25-02-00-4025	Real Property Taxes	\$ 30,040	\$ 32,260	\$ 32,260	\$ 32,260	2,220
<b>EXPENDITURES</b>						
25-02-00-7710	Appropriations from the Assembly	26,400	28,600	28,600	28,600	2,200
<b>ALLOCATED EXPENSE</b>						
25-99-02-8106	Allocations - Dispatch Department	3,640	3,660	3,660	3,660	20
<b>FD#3 EXCESS REVENUE OVER (UNDER) EXPENDITURES,</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>ALLOCATIONS, &amp; OPERATING TRANSFERS</b>						
<b>34 COMMERCIAL PASSENGER VESSEL TAX</b>						
<b>REVENUES</b>						
34-01-00-4341	State Revenue	\$ 250,000	\$ 35,000	\$ 35,000	\$ 35,000	(215,000)
<b>EXPENDITURES</b>						
34-01-00-7211	Supplies & Postage	\$ 2,400	-	-	-	(2,400)
34-01-00-7312	Professional & Contractual	71,000	-	-	-	(71,000)
34-01-00-7907	Work Orders - Ports	65,000	-	-	-	(65,000)
34-01-00-7908	Work Orders - Public Facilities	1,500	-	-	-	(1,500)
34-01-00-7955	Work Orders-Tour/Econ Dev	35,000	-	-	-	(35,000)
34-98-00-8254	Operating Transfers - CPV Tax	75,000	120,000	120,000	120,000	45,000
		249,900	120,000	120,000	120,000	(129,900)
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES,</b>		<b>\$ 100</b>	<b>\$ (85,000)</b>	<b>\$ (85,000)</b>	<b>\$ (85,000)</b>	<b>(85,100)</b>
<b>ALLOCATIONS, &amp; OPERATING TRANSFERS</b>						
<div style="border: 1px solid black; padding: 5px; display: inline-block;">           Received \$35,000 in FY20 over budgeted revenue (\$285,000 was received)         </div>						
<div style="border: 1px solid black; padding: 5px; display: inline-block;">           Transfer \$75,000 to PC Dock Fund for Lightering Ramp Winch            Transfer \$45,000 to WaterFund for Piedad Water Expansion         </div>						
<b>35 VEHICLE IMPOUNDMENT FUND</b>						
<b>REVENUES</b>						
35-01-00-4250	User Fees	\$ 3,000	\$ -	\$ -	\$ -	(3,000)
35-01-00-4341	State Revenue	28,500	27,500	27,500	27,500	(1,000)
35-01-00-4600	Misc Revenue (Salvage)	9,000	2,000	2,000	2,000	(7,000)
		\$ 40,500	\$ 29,500	\$ 29,500	\$ 29,500	(11,000)
<b>EXPENDITURES</b>						
35-01-00-7230	Material & Equipment	9,500	1,000	1,000	1,000	(8,500)
35-01-00-7312	Professional & Contractual	21,000	12,000	12,000	12,000	(9,000)
35-01-00-7360	Utilities	-	150	150	150	150
35-01-00-7900	Work Orders - Administration	5,000	-	-	-	(5,000)
35-01-00-7901	Work Orders - Public Works	15,000	5,000	5,000	5,000	(10,000)
35-01-00-7908	Work Orders - Public Facilities	3,500	1,000	1,000	1,000	(2,500)
		54,000	19,150	19,150	19,150	(34,850)
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES,</b>		<b>\$ (13,500)</b>	<b>\$ 10,350</b>	<b>\$ 10,350</b>	<b>\$ 10,350</b>	<b>23,850</b>
<b>ALLOCATIONS, &amp; OPERATING TRANSFERS</b>						
<b>50 CAPITAL IMPROVEMENT PROJECTS</b>						
<b>REVENUES</b>						
50-01-09-4130	Sales Tax	\$ 942,000	582,000	485,000	485,000	(457,000)
50-01-00-4604	Donations	-	-	-	-	-
		942,000	582,000	485,000	485,000	(457,000)



		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
<b>76 SCHOOL G.O. BOND FUND</b>						
<b>2005 School Bonds (Refunded 2014 Series Three)</b>						
<b>REVENUES</b>						
76-01-00-4021	Property Tax Revenue	\$ 767,393	\$ 670,934	\$ 670,934	\$ 670,934	(96,459)
76-01-00-4389	State of Alaska Revenue	418,381	416,894	416,894	416,894	(1,487)
		<u>1,185,774</u>	<u>1,087,828</u>	<u>1,087,828</u>	<u>1,087,828</u>	(97,946)
<b>EXPENDITURES</b>						
76-01-00-7510	Principal	\$ 865,000	905,000	905,000	905,000	40,000
76-01-00-7520	Interest	330,375	286,125	286,125	286,125	(44,250)
		<u>1,195,375</u>	<u>1,191,125</u>	<u>1,191,125</u>	<u>1,191,125</u>	(4,250)
<b>2015 School Bonds</b>						
<b>REVENUES</b>						
76-02-00-4021	Property Tax Revenue	\$ 58,610	\$ 51,259	\$ 51,259	\$ 51,259	(7,351)
76-02-00-4389	State of Alaska Revenue	31,955	31,255	31,255	31,255	(700)
		<u>90,565</u>	<u>82,514</u>	<u>82,514</u>	<u>82,514</u>	(8,051)
<b>EXPENDITURES</b>						
76-02-00-7510	Principal	\$ 40,000	40,000	40,000	40,000	-
76-02-00-7520	Interest	51,300	49,300	49,300	49,300	(2,000)
		<u>91,300</u>	<u>89,300</u>	<u>89,300</u>	<u>89,300</u>	(2,000)
<b>TRANSFERS</b>						
76-98-00-8257	Operating Transfers - IN from CIP	-	(100,000)	(100,000)	(100,000)	(100,000)
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<u>\$ (10,336)</u>	<u>\$ (10,084)</u>	<u>\$ (10,084)</u>	<u>\$ (10,084)</u>	252
<b>90 WATER REVENUE FUND</b>						
<b>REVENUES</b>						
90-01-00-4401	Water Service Revenue	\$ 409,000	\$ 413,200	\$ 413,200	\$ 413,200	4,200
90-01-00-4408	Cruise Ship Water Sales	13,000	6,000	6,000	6,000	(7,000)
90-01-00-4402	New Connection Hookup Fees	6,000	8,000	8,000	8,000	2,000
90-01-00-4407	Water Expansion Fee	-	4,000	4,000	4,000	4,000
90-01-00-4600	Miscellaneous Revenue	12,000	13,000	13,000	13,000	1,000
90-01-00-4610	Interest Earnings	7,000	6,000	6,000	6,000	(1,000)
	<b>TOTAL REVENUES</b>	<u>447,000</u>	<u>450,200</u>	<u>450,200</u>	<u>450,200</u>	3,200
<b>EXPENDITURES</b>						
90-01-00-6110	Salaries and wages	\$ 124,607	\$ 117,404	\$ 117,404	\$ 117,404	(7,203)
90-01-00-6115	Payroll Burden	41,518	39,075	39,075	39,075	(2,443)
90-01-00-6140	Health Insurance	35,088	37,008	37,008	37,008	1,920
90-01-00-7211	Supplies & Postage	3,100	3,100	3,100	3,100	-
90-01-00-7230	Material & Equipment	66,350	45,150	45,150	45,150	(21,200)
90-01-00-7241	Computers & Peripherals	1,500	500	500	500	(1,000)
90-01-00-7312	Professional & Contractual	31,365	114,500	51,000	51,000	19,635
90-01-00-7325	Dues, Subscriptions & Fees	1,550	1,550	1,550	1,550	-
90-01-00-7334	Travel & Per Diem	2,200	-	-	-	(2,200)
90-01-00-7335	Training	600	600	600	600	-
90-01-00-7340	Advertising	1,000	1,000	1,000	1,000	-
90-01-00-7351	Banking & Insurance	12,125	13,400	13,400	13,400	1,275
90-01-00-7355	Vehicle Expense	4,100	4,300	4,300	4,300	200
90-01-00-7360	Utilities	25,000	27,500	27,500	27,500	2,500
90-01-00-7371	Maintenance & Repairs	42,000	47,000	47,000	47,000	5,000
90-01-00-7510	Principal	51,800	52,363	52,363	52,363	563
90-01-00-7520	Interest	11,025	9,995	9,995	9,995	(1,030)
90-01-00-7901	Work Orders - Public Works	21,850	15,000	15,000	15,000	(6,850)
90-01-00-7908	Work Orders - Facilities	9,500	9,500	9,500	9,500	-
	<b>TOTAL CASH DIRECT EXPENDITURES</b>	<u>486,278</u>	<u>538,945</u>	<u>475,445</u>	<u>475,445</u>	(10,833)
<b>TRANSFERS</b>						
90-98-00-8254	Operating Transfer - In from CPV Tax	(75,000)	-	-	-	75,000
90-98-00-8257	Operating Transfers - In from CIP	(38,000)	(73,500)	(10,000)	(10,000)	28,000
	<b>TOTAL TRANSFERS</b>	<u>(113,000)</u>	<u>(73,500)</u>	<u>(10,000)</u>	<u>(10,000)</u>	103,000

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
<b>ALLOCATED PAYROLL EXPENSE</b>						
90-99-00-8101	Allocations - Administration	\$ 3,455	3,503	3,503	3,503	48
90-99-00-8104	Allocations - Finance	26,265	26,482	26,482	26,482	217
90-99-00-8105	Allocation - Assessment / Land Mgmt	2,794	2,460	2,460	2,460	(334)
90-99-00-8120	Allocations - IT	1,047	1,126	1,126	1,126	79
90-99-00-8161	Allocations - Water Revenue	(72,745)	(76,548)	(76,548)	(76,548)	(3,803)
90-99-00-8162	Allocations - Sewer Department	19,273	18,617	18,617	18,617	(656)
	<b>TOTAL ALLOCATED EXPENSE</b>	<b>(19,911)</b>	<b>(24,360)</b>	<b>(24,360)</b>	<b>(24,360)</b>	<b>(4,449)</b>
	<b>TOTAL CASH EXPENDITURES, TRANSFERS, &amp; ALLOCATIO</b>	<b>353,367</b>	<b>441,085</b>	<b>441,085</b>	<b>441,085</b>	<b>87,718</b>
	<b>REVENUE OVER (UNDER) CASH EXPENDITURES &amp; ALL</b>	<b>93,633</b>	<b>9,115</b>	<b>9,115</b>	<b>9,115</b>	<b>(84,518)</b>
<b>NON-CASH EXPENDITURES</b>						
90-01-00-7385	DEPRECIATION EXPENSE	285,000	285,000	285,000	285,000	-
	<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>	<b>\$ (191,367)</b>	<b>\$ (275,885)</b>	<b>\$ (275,885)</b>	<b>\$ (275,885)</b>	<b>(84,518)</b>
<b>WATER FUND CAPITAL PROJECTS</b>						
<div style="border: 1px solid black; padding: 5px; display: inline-block;">           FY21 Water Fund Capital Projects include:            - Front Street AC Pipe            - Piedad Water Source Increased Capacity         </div>						
<b>REVENUES</b>						
90-50-00-4341	State Revenue (ADEC Loan Proceeds)		\$ 1,330,000	\$ 1,330,000	\$ 1,330,000	
<b>EXPENDITURES</b>						
90-50-00-7392	Project Expenditures		\$ 1,391,500	\$ 1,391,500	\$ 1,391,500	
90-50-00-7900	Work Orders - Administration		5,000	5,000	5,000	
90-50-00-7908	Work Orders - Facilities		8,500	8,500	8,500	
			<b>1,405,000</b>	<b>1,405,000</b>	<b>1,405,000</b>	
<b>TRANSFERS</b>						
90-98-00-8254	Transfer IN from CPV Tax Fund (for Piedad Water Source)		(45,000)	(45,000)	(45,000)	
	Use of fund balance		\$ (30,000)	\$ (30,000)	\$ (30,000)	
<b>91 SEWER REVENUE FUND (WASTEWATER TREATMENT)</b>						
<b>SEWER FUND OPERATIONS</b>						
<b>REVENUES</b>						
91-01-00-4404	Sewer Service Revenue	\$ 517,100	\$ 529,500	\$ 529,500	\$ 529,500	12,400
91-01-00-4405	Sewer Hookup Revenue	3,000	4,000	4,000	4,000	1,000
91-01-00-4407	Sewer Expansion Fee	-	2,000	2,000	2,000	2,000
91-01-00-4600	Miscellaneous Revenue	2,000	2,000	2,000	2,000	-
91-01-00-4610	Interest Earnings	4,000	4,000	4,000	4,000	-
		<b>526,100</b>	<b>541,500</b>	<b>541,500</b>	<b>541,500</b>	<b>15,400</b>
<b>EXPENDITURES</b>						
91-01-00-6110	Salaries and wages	\$ 51,814	52,606	52,606	52,606	792
91-01-00-6115	Payroll Burden	17,561	17,839	17,839	17,839	278
91-01-00-6140	Health Insurance	17,544	18,504	18,504	18,504	960
91-01-00-7211	Supplies & Postage	2,500	2,500	2,500	2,500	-
91-01-00-7230	Material & Equipment	31,600	30,200	30,200	30,200	(1,400)
91-01-00-7241	Computers & Peripherals	1,500	1,500	1,500	1,500	-
91-01-00-7312	Professional & Contractual	6,000	35,000	35,000	35,000	29,000
91-01-00-7325	Dues, Subscriptions & Fees	8,520	8,520	8,520	8,520	-
91-01-00-7334	Travel & Per Diem	1,500	-	-	-	(1,500)
91-01-00-7335	Training	825	825	825	825	-
91-01-00-7340	Advertising	1,000	500	500	500	(500)
91-01-00-7351	Banking & Insurance	21,230	23,400	23,400	23,400	2,170
91-01-00-7355	Vehicle Expense	3,700	3,700	3,700	3,700	-
91-01-00-7360	Utilities	101,000	102,000	102,000	102,000	1,000
91-01-00-7371	Maintenance & Repairs	17,000	67,000	67,000	67,000	50,000
91-01-00-7510	Principal	54,850	54,908	54,908	54,908	58

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
91-01-00-7520	Interest	36,555	<b>34,000</b>	<b>34,000</b>	<b>34,000</b>	(2,555)
91-01-00-7900	Work Orders - Administration	1,000	<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	-
91-01-00-7901	Work Orders - Public Works	3,000	<b>53,000</b>	<b>53,000</b>	<b>53,000</b>	50,000
91-01-00-7908	Work Orders - Facilities	8,000	<b>8,000</b>	<b>8,000</b>	<b>8,000</b>	-
		<u>386,699</u>	<u><b>515,002</b></u>	<u><b>515,002</b></u>	<u><b>515,002</b></u>	128,303
<b>TRANSFERS</b>						
91-98-00-8257	Operating Transfers - In from CIP	(265,000)	<b>(62,000)</b>	<b>(62,000)</b>	<b>(62,000)</b>	203,000
<b>ALLOCATED PAYROLL EXPENSE</b>						
91-99-00-8101	Allocations - Administration	\$ 3,455	<b>3,503</b>	<b>3,503</b>	<b>3,503</b>	48
91-99-00-8104	Allocations - Finance	26,265	<b>26,482</b>	<b>26,482</b>	<b>26,482</b>	217
91-99-00-8105	Allocation - Assessment / Land Mgmt	2,794	<b>2,460</b>	<b>2,460</b>	<b>2,460</b>	(334)
91-99-00-8120	Allocations - IT	1,047	<b>1,126</b>	<b>1,126</b>	<b>1,126</b>	79
91-99-00-8161	Allocations - Water Revenue	72,745	<b>76,548</b>	<b>76,548</b>	<b>76,548</b>	3,803
91-99-00-8162	Allocations - Sewer Department	(19,273)	<b>(18,617)</b>	<b>(18,617)</b>	<b>(18,617)</b>	656
		<u>87,033</u>	<u><b>91,502</b></u>	<u><b>91,502</b></u>	<u><b>91,502</b></u>	4,469
<b>TOTAL CASH EXPENDITURES &amp; ALLOCATED EXPENSE</b>		473,732	<b>544,504</b>	<b>544,504</b>	<b>544,504</b>	70,772
<b>REVENUE OVER (UNDER) CASH EXPENSE &amp; ALLOCATI</b>		<b>52,368</b>	<b>(3,004)</b>	<b>(3,004)</b>	<b>(3,004)</b>	(55,372)
<b>NON-CASH EXPENDITURES</b>						
91-01-00-7385	Depreciation Expense	318,000	<b>318,000</b>	<b>318,000</b>	<b>318,000</b>	-
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS FROM OPERATIONS</b>		<u><b>\$ (265,632)</b></u>	<u><b>\$ (321,004)</b></u>	<u><b>\$ (321,004)</b></u>	<u><b>\$ (321,004)</b></u>	(55,372)
<b>SEWER FUND CAPITAL PROJECTS</b>						
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> FY21 Sewer Fund Capital Projects include:  - Pump station rehabilitation \$580,000  -Sludge press design \$50,000 </div>						
<b>REVENUES</b>						
91-50-00-4341	State Revenue (ADEC Loan Proceeds)		<u><b>\$ 579,000</b></u>	<u><b>\$ 579,000</b></u>	<u><b>\$ 579,000</b></u>	579,000
<b>EXPENDITURES</b>						
91-50-00-7392	Project Expenditures		<u><b>\$ 618,000</b></u>	<u><b>\$ 618,000</b></u>	<u><b>\$ 618,000</b></u>	618,000
91-50-00-7900	Work Orders - Administration		<u><b>4,000</b></u>	<u><b>4,000</b></u>	<u><b>4,000</b></u>	4,000
91-50-00-7908	Work Orders - Facilities		<u><b>8,000</b></u>	<u><b>8,000</b></u>	<u><b>8,000</b></u>	8,000
			<u><b>630,000</b></u>	<u><b>630,000</b></u>	<u><b>630,000</b></u>	630,000
<b>TRANSFERS</b>						
91-98-00-8257	Transfer IN from CIP		<u><b>(50,000)</b></u>	<u><b>(50,000)</b></u>	<u><b>(50,000)</b></u>	(50,000)
	Use of fund balance		<u><b>\$ (1,000)</b></u>	<u><b>\$ (1,000)</b></u>	<u><b>\$ (1,000)</b></u>	(1,000)
<b>92 BOAT HARBOR FUND</b>						
<b>BOAT HARBOR FUND OPERATIONS</b>						
<b>REVENUES</b>						
92-01-00-4421	Transient Moorage	\$ 62,000	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	8,000
92-01-00-4422	Annual Slip Rental	107,000	<b>115,000</b>	<b>115,000</b>	<b>115,000</b>	8,000
92-01-00-4425	Ramp Fees	15,000	<b>17,000</b>	<b>17,000</b>	<b>17,000</b>	2,000
92-01-00-4427	Ice Sales	13,000	-	-	-	(13,000)
92-01-00-4428	Fuel Sales	260,000	<b>282,000</b>	<b>282,000</b>	<b>282,000</b>	22,000
92-01-00-4423	Electrical Service Maintenance	9,000	<b>9,000</b>	<b>9,000</b>	<b>9,000</b>	-
92-01-00-4600	Miscellaneous Revenue	20,000	<b>25,000</b>	<b>25,000</b>	<b>25,000</b>	5,000
92-01-00-4610	Interest Earnings	2,500	<b>2,500</b>	<b>2,500</b>	<b>2,500</b>	-
		<u>488,500</u>	<u><b>520,500</b></u>	<u><b>520,500</b></u>	<u><b>520,500</b></u>	32,000
<b>OPERATING EXPENDITURES</b>						
92-01-00-5000	Cost of Fuel Sold	\$ 220,000	<b>245,000</b>	<b>245,000</b>	<b>245,000</b>	25,000
92-01-00-6110	Salaries and wages	172,057	<b>156,013</b>	<b>156,013</b>	<b>156,013</b>	(16,044)
92-01-00-6115	Payroll Burden	58,905	<b>53,233</b>	<b>53,233</b>	<b>53,233</b>	(5,672)
92-01-00-6140	Health Insurance	46,784	<b>49,344</b>	<b>49,344</b>	<b>49,344</b>	2,560

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
92-01-00-7211	Supplies & Postage	2,700	2,700	2,700	2,700	-
92-01-00-7230	Material & Equipment	10,000	10,000	10,000	10,000	-
92-01-00-7241	Computers & Peripherals	600	600	600	600	-
92-01-00-7312	Professional & Contractual	3,000	5,000	5,000	5,000	2,000
92-01-00-7325	Dues, Subscriptions & Fees	250	250	250	250	-
92-01-00-7334	Travel & Per Diem	1,000	-	-	-	(1,000)
92-01-00-7335	Training	400	400	400	400	-
92-01-00-7340	Advertising	500	500	500	500	-
92-01-00-7351	Banking & Insurance	18,500	22,700	22,700	22,700	4,200
92-01-00-7355	Vehicle Expense	2,400	2,400	2,400	2,400	-
92-01-00-7360	Utilities	81,150	62,000	62,000	62,000	(19,150)
92-01-00-7371	Maintenance & Repairs	12,000	10,000	10,000	10,000	(2,000)
92-01-00-7901	Work Orders - Public Works	3,000	3,000	3,000	3,000	-
92-01-00-7908	Work Orders - Facilities	4,000	3,000	3,000	3,000	(1,000)
92-01-00-7963	Work Orders - Harbors	(8,000)	(8,000)	(8,000)	(8,000)	-
		<u>629,246</u>	<u>618,140</u>	<u>618,140</u>	<u>618,140</u>	(11,106)
<b>TRANSFERS</b>						
92-98-00-8200	Operating Transfers - Gen Fund	(50,000)	-	-	-	50,000
92-98-00-8257	Operating Transfers - CIP	-	-	-	-	-
		<u>(50,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	50,000
<b>ALLOCATED PAYROLL EXPENSE</b>						
92-99-00-8101	Allocations - Administration	\$ 9,675	9,809	9,809	9,809	134
92-99-00-8104	Allocations - Finance	16,306	15,954	15,954	15,954	(352)
92-99-00-8120	Allocations - IT	5,074	5,453	5,453	5,453	379
92-99-00-8163	Allocations - Harbor	(153,098)	(152,521)	(152,521)	(152,521)	577
		<u>(122,043)</u>	<u>(121,305)</u>	<u>(121,305)</u>	<u>(121,305)</u>	738
TOTAL CASH EXPENDITURES, TRANSFERS, & ALLOCATIO		457,203	496,835	496,835	496,835	39,632
REVENUE OVER (UNDER) CASH EXPENSE & ALLOCATI		31,297	23,665	23,665	23,665	(7,632)
<b>NON-CASH EXPENSE</b>						
92-01-00-7385	Depreciation Expense	670,000	760,000	760,000	760,000	90,000
EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, & OPERATING TRANSFERS		<u>\$ (638,703)</u>	<u>\$ (736,335)</u>	<u>\$ (736,335)</u>	<u>\$ (736,335)</u>	(97,632)
<b>BOAT HARBOR FUND CAPITAL PROJECTS - Sport Ramp Project</b>						
<b>REVENUES</b>						
92-50-00-4341	State Revenue		<u>\$ 5,300,000</u>	<u>\$ 5,300,000</u>	<u>\$ 5,300,000</u>	5,300,000
<b>EXPENDITURES</b>						
92-50-00-7392	Project Expenditures		<u>\$ 5,279,000</u>	<u>\$ 5,279,000</u>	<u>\$ 5,279,000</u>	5,279,000
92-50-00-7900	Work Orders - Administration		3,000	3,000	3,000	3,000
92-50-00-7908	Work Orders - Facilities		10,000	10,000	10,000	10,000
92-50-00-7963	Work Orders - Harbors		8,000	8,000	8,000	8,000
			<u>5,300,000</u>	<u>5,300,000</u>	<u>5,300,000</u>	5,300,000
BOAT HARBOR FUND CAPITAL PROJECTS REVENUE OVER EXPENDITURE	\$	-	\$ -	\$ -	\$ -	-
<b>93 LUTAK DOCK FUND</b>						
<b>LUTAK DOCK OPERATIONS</b>						
<b>REVENUES</b>						
93-01-00-4217	Lutak Dock User Fees	\$ 422,000	\$ 330,000	\$ 330,000	\$ 330,000	(92,000)
93-01-00-4610	Interest Earnings	20,000	20,000	20,000	20,000	-
		<u>442,000</u>	<u>350,000</u>	<u>350,000</u>	<u>350,000</u>	(92,000)
<b>EXPENDITURES</b>						
93-01-00-7211	Supplies & Postage	\$ 800	800	800	800	-
93-01-00-7230	Material & Equipment	8,000	8,000	8,000	8,000	-
93-01-00-7241	Computers & Peripherals	600	8,000	8,000	8,000	7,400

		<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
93-01-00-7312	Professional & Contractual	8,500	50,000	50,000	50,000	41,500
93-01-00-7325	Dues, Subscriptions & Fees	200	200	200	200	-
93-01-00-7334	Travel & Per Diem	1,000	-	-	-	(1,000)
93-01-00-7335	Training	400	400	400	400	-
93-01-00-7340	Advertising	100	100	100	100	-
93-01-00-7351	Banking & Insurance	4,600	5,060	5,060	5,060	460
93-01-00-7355	Vehicle Expense	2,400	2,400	2,400	2,400	-
93-01-00-7360	Utilities	4,900	6,000	6,000	6,000	1,100
93-01-00-7371	Maintenance & Repairs	5,000	5,000	5,000	5,000	-
93-01-00-7901	Work Orders - Public Works	5,000	3,000	3,000	3,000	(2,000)
93-01-00-7900	Work Orders - Administration	4,000	2,000	2,000	2,000	(2,000)
93-01-00-7908	Work Orders - Facilities	6,000	6,000	6,000	6,000	-
		<u>51,500</u>	<u>96,960</u>	<u>96,960</u>	<u>96,960</u>	45,460
<b>ALLOCATED PAYROLL EXPENSE</b>						
93-99-00-8101	Allocations - Administration	\$ 13,821	14,013	14,013	14,013	192
93-99-00-8104	Allocations - Finance	9,967	9,561	9,561	9,561	(406)
93-99-00-8120	Allocations - IT	2,537	2,726	2,726	2,726	189
93-99-00-8163	Allocations - Harbor	65,485	67,803	67,803	67,803	2,318
		<u>91,810</u>	<u>94,103</u>	<u>94,103</u>	<u>94,103</u>	2,293
TOTAL CASH EXPENDITURES & ALLOCATIONS		143,310	191,063	191,063	191,063	47,753
<b>REVENUE OVER (UNDER) CASH EXPENSE &amp; ALLOCATIONS</b>		<b>298,690</b>	<b>158,937</b>	<b>158,937</b>	<b>158,937</b>	(139,753)
<b>NON-CASH EXPENSE</b>						
93-01-00-7385	Depreciation Expense	99,400	99,400	99,400	99,400	-
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>		<u><b>\$ 199,290</b></u>	<u><b>\$ 59,537</b></u>	<u><b>\$ 59,537</b></u>	<u><b>\$ 59,537</b></u>	(139,753)
<b>LUTAK DOCK CAPITAL PROJECTS</b>						
<b>EXPENDITURES</b>						
93-50-00-7392	Project Expenditures (Lutak Dock Uplands work)		225,000	225,000	225,000	225,000
	Use of Lutak Dock Fund Balance for Dock Replacement Design		<u>(225,000)</u>	<u>(225,000)</u>	<u>(225,000)</u>	(225,000)
<b>94 PORT CHILKOOT DOCK FUND</b>						
<b>REVENUES</b>						
94-01-00-4218	PC Dock Usage Fee	\$ 121,728	\$ 80,000	\$ 80,000	\$ 80,000	(41,728)
94-01-00-4225	PC Dock Parking Permit	3,600	3,600	3,600	3,600	-
		<u>125,328</u>	<u>83,600</u>	<u>83,600</u>	<u>83,600</u>	(41,728)
<b>EXPENDITURES</b>						
94-01-00-7211	Supplies & Postage	\$ 750	750	750	750	-
94-01-00-7230	Material & Equipment	2,500	2,500	2,500	2,500	-
94-01-00-7241	Computers & Peripherals	600	600	600	600	-
94-01-00-7312	Professional & Contractual	1,500	1,500	1,500	1,500	-
94-01-00-7325	Dues, Subscriptions & Fees	350	350	350	350	-
94-01-00-7334	Travel & Per Diem	1,000	-	-	-	(1,000)
94-01-00-7335	Training	400	400	400	400	-
94-01-00-7340	Advertising	100	100	100	100	-
94-01-00-7351	Banking & Insurance	13,720	15,092	15,092	15,092	1,372
94-01-00-7355	Vehicle Expense	1,200	1,200	1,200	1,200	-
94-01-00-7360	Utilities	11,000	11,000	11,000	11,000	-
94-01-00-7371	Repairs & Maintenance	2,000	2,000	2,000	2,000	-
94-01-00-7901	Work Orders - Public Works	1,400	1,400	1,400	1,400	-
94-01-00-7907	Work Orders - Ports	(65,000)	-	-	-	65,000
94-01-00-7908	Work Orders - Facilities	1,000	1,000	1,000	1,000	-
		<u>(27,480)</u>	<u>37,892</u>	<u>37,892</u>	<u>37,892</u>	65,372

	<b>FY20 BUDGET</b>	<b>Apr 14 version FY21 Proposed</b>	<b>May 7 version FY21 Proposed</b>	<b>After 1st PH FY21 Proposed</b>	<b>Change from FY20</b>
<b>ALLOCATED PAYROLL EXPENSE</b>					
94-99-00-8101 Allocations - Administration	3,455	3,503	3,503	3,503	- 48
94-99-00-8104 Allocations - Finance	7,531	7,267	7,267	7,267	(264)
94-99-00-8120 Allocations - IT	2,537	2,726	2,726	2,726	189
94-99-00-8163 Allocations - Harbor	87,613	84,718	84,718	84,718	(2,895)
	<u>101,136</u>	<u>98,214</u>	<u>98,214</u>	<u>98,214</u>	(2,922)
<b>TOTAL CASH EXPENDITURES &amp; ALLOCATIONS</b>	<b>73,656</b>	<b>136,106</b>	<b>136,106</b>	<b>136,106</b>	62,450
<b>TRANSFERS</b>					
94-98-00-8255 Operating Transfers - from EconDev	(41,600)	-	-	-	41,600
<b>TOTAL CASH EXPENDITURES &amp; TRANSFERS</b>	<b>32,056</b>	<b>136,106</b>	<b>136,106</b>	<b>136,106</b>	104,050
<b>REVENUE OVER (UNDER) CASH EXPENSE &amp; TRANSFER</b>	<b>93,272</b>	<b>(52,506)</b>	<b>(52,506)</b>	<b>(52,506)</b>	(145,778)
<b>NON-CASH EXPENSE</b>					
94-01-00-7385 Depreciation Expense	327,500	327,500	327,500	327,500	-
<b>EXCESS REVENUE OVER (UNDER) EXPENDITURES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>	<b>\$ (234,228)</b>	<b>\$ (380,006)</b>	<b>\$ (380,006)</b>	<b>\$ (380,006)</b>	(145,778)
<b>PC DOCK CAPITAL PROJECTS -Lightering Float Winch</b>					
<b>EXPENDITURES</b>					
94-50-00-7392 Project Expenditures (PC Dock Lightering	-	75,000	75,000	75,000	75,000
<b>TRANSFERS</b>					
94-98-00-8254 Operating Transfers - from CPV		(75,000)	(75,000)	(75,000)	(75,000)
		<u>-</u>	<u>-</u>	<u>-</u>	-
<b>97 PERMANENT FUND</b>					
<b>REVENUE</b>					
97-01-00-4610 Permanent Fund Income	\$ 348,000	\$ 358,000	\$ 358,000	\$ 358,000	10,000
<b>EXPENDITURES</b>					
97-01-00-7312 Professional & Contractual	\$ 22,000	22,250	22,250	22,250	250
97-01-00-7351 Banking & Insurance	2,000	2,000	2,000	2,000	-
	<u>24,000</u>	<u>24,250</u>	<u>24,250</u>	<u>24,250</u>	250
<b>TRANSFERS</b>					
97-98-00-8252 Operating Transfers - IN fr Land Sales	\$ (26,743)	(32,628)	(32,628)	(32,628)	(5,885)
97-98-00-8264 Operating Transfers - OUT fr Permanent	304,000	307,000	307,000	307,000	3,000
	<u>277,257</u>	<u>274,372</u>	<u>274,372</u>	<u>274,372</u>	(2,885)
<b>EXCESS REVENUE OVER (UNDER) EXPENSES, ALLOCATIONS, &amp; OPERATING TRANSFERS</b>	<b>\$ 46,743</b>	<b>\$ 59,378</b>	<b>\$ 59,378</b>	<b>\$ 59,378</b>	12,635



**HAINES BOROUGH**

**FY21 BUDGETED PAYROLL**

Position	Current Employee	Straight Time Hours	Over-time Hours	Standby Hours	Hourly Rate	Gross Earnings	PERS & SBS	Medicare	Alaska ESD	Worker's Comp	Union Health Insurance	Total Costs
<b>Administration</b>												
Borough Manager	Debra Schnabel	2040	-	-	45.00	91,800	25,823	1,331	n/a	334	18,504	137,793
Borough Clerk	Alekka Fullerton	2040	-	-	38.00	77,520	21,806	1,124	415	282	18,504	119,652
Contracts & Grants	Carolann Wooton	2040	-	-	27.50	56,100	15,781	813	415	204	18,504	91,818
<b>Totals</b>		<b>6120</b>	<b>-</b>	<b>-</b>		<b>225,420</b>	<b>63,411</b>	<b>3,269</b>	<b>830</b>	<b>821</b>	<b>55,512</b>	<b>349,262</b>
<b>Ambulance</b>												
EMT / Firefighter	Jennifer Walsh	2092	-	-	24.10	50,417	14,182	731	415	2,178	18,504	86,428
EMT / Firefighter	Tim Holm	2092	-	-	23.60	49,371	13,888	716	415	2,133	18,504	85,027
Fire Chief	Al Giddings	-	-	-	-	9,000	552	131	n/a	389	n/a	10,071
EMT / Firefighter -PT	Al Giddings	500	-	-	23.10	11,550	3,249	167	116	499	n/a	15,581
<b>Totals</b>		<b>4684</b>	<b>-</b>	<b>-</b>		<b>120,338</b>	<b>31,871</b>	<b>1,745</b>	<b>946</b>	<b>5,199</b>	<b>37,008</b>	<b>197,107</b>
<b>Assembly</b>												
Mayor	Jan Hill	-	-	-	-	7,000	1,969	102	n/a	26	n/a	9,096
Assembly Member/Deputy Mayor	Stephanie Scott	-	-	-	-	3,150	193	46	n/a	11	n/a	3,400
Assembly Member	Gabe Thomas	-	-	-	-	3,150	193	46	n/a	11	n/a	3,400
Assembly Member	Brenda Josephson	-	-	-	-	3,150	193	46	n/a	11	n/a	3,400
Assembly Member	Zephyr Sincerny	-	-	-	-	3,150	193	46	n/a	11	n/a	3,400
Assembly Member	Paul Rogers	-	-	-	-	3,150	193	46	n/a	11	n/a	3,400
Assembly Member	Jerry Lapp	-	-	-	-	3,150	193	46	n/a	11	n/a	3,400
<b>Totals</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>25,900</b>	<b>3,128</b>	<b>376</b>	<b>-</b>	<b>94</b>	<b>-</b>	<b>29,498</b>
<b>Dispatch</b>												
Dispatcher Supervisor	Celeste Grimes	2040	150	-	24.56	55,628	15,648	807	415	203	18,504	91,205
Dispatcher	Jane Clark	2040	100	-	23.93	52,407	14,742	760	415	191	18,504	87,019
Dispatcher	Robert Reinke	2040	100	-	18.43	40,362	11,354	585	415	147	18,504	71,367
Dispatcher	Linda Waldo	2040	100	-	19.93	43,647	12,278	633	415	159	18,504	75,635
Dispatcher	Carole Lauenroth	2040	100	-	17.93	39,267	11,046	569	415	143	18,504	69,944
Shift Differential	Swing Shift	2920	-	-	0.80	2,336	657	34	23	n/a	n/a	3,050
Shift Differential	Grave Yard	2920	-	-	1.60	4,672	1,314	68	47	n/a	n/a	6,101
<b>Totals</b>		<b>10200</b>	<b>550</b>	<b>-</b>	<b>107.18</b>	<b>238,318</b>	<b>67,039</b>	<b>3,456</b>	<b>2,145</b>	<b>843</b>	<b>92,520</b>	<b>404,320</b>
<b>Elections</b>												
Precinct Chairs	TBD	36	-	-	12.50	450	n/a	n/a	n/a	2	n/a	452
Election Workers	TBD	123	-	-	11.00	1,353	n/a	n/a	n/a	5	n/a	1,358
<b>Totals</b>		<b>159</b>	<b>-</b>	<b>-</b>		<b>1,803</b>				<b>7</b>		<b>1,810</b>
<b>Finance</b>												
Chief Fiscal Officer	Jila Stuart	1960	-	-	35.00	68,600	19,297	995	415	250	18,504	108,061
Accounts Receivable Clerk	Tina Olsen	2040	-	-	23.47	47,879	13,468	694	415	174	18,504	81,135
Payroll/Accounts Payable	Sally Garton	2040	5	-	23.06	47,215	13,282	685	415	172	18,504	80,273
Sales Tax Clerk	Jessie Badger	1960	-	-	24.06	47,158	13,265	684	415	172	18,504	80,198
<b>Totals</b>		<b>8000</b>	<b>5</b>	<b>-</b>		<b>210,852</b>	<b>59,313</b>	<b>3,057</b>	<b>1,660</b>	<b>768</b>	<b>74,016</b>	<b>349,666</b>
<b>Harbors</b>												
Harbormaster	Shawn Bell	2040	-	-	36.83	75,133	21,135	1,089	415	2,836	18,504	119,112
Assistant Harbormaster	Henry Pollan	2040	50	-	20.97	44,352	12,476	643	415	1,674	18,504	78,064



**HAINES BOROUGH**

**FY21 BUDGETED PAYROLL**

Position	Current Employee	Straight Time Hours	Over-time Hours	Standby Hours	Hourly Rate	Gross Earnings	PERS & SBS	Medicare	Alaska ESD	Worker's Comp	Union Health Insurance	Total Costs
Seasonal Assistant	TBD	1020	20	-	16.99	17,840	5,018	259	178	673	12,336	36,304
Port Security Officer	TBD	700	-	-	16.99	11,893	3,346	172	119	449	n/a	15,979
Harbor Assistant	TBD	400	-	-	16.99	6,796	1,912	99	68	256	n/a	9,131
<b>Totals</b>		<b>6200</b>	<b>70</b>	<b>-</b>		<b>156,013</b>	<b>43,887</b>	<b>2,262</b>	<b>1,195</b>	<b>5,888</b>	<b>49,344</b>	<b>258,590</b>
<b>Lands, Assessment &amp; Planning</b>												
Assessor	Dean Olsen	2040	-	-	32.61	66,524	18,713	965	415	242	18,504	105,364
P&Z Tech/Admin Asst	TBD	2040	-	-	18.97	38,699	10,886	561	387	141	18,504	69,178
Administrative Assistant	Donna Lambert	2040	-	-	20.47	41,759	11,747	606	415	152	18,504	73,182
P&Z Tech/Admin Asst	Savannah Maily	208	-	-	19.47	4,050	1,139	59	40	15	3,084	8,387
leave payout	Savannah Maily	41	-	-	19.47	798	49	12	8	3	n/a	870
Property Data Collector	Dallas Anderson	200	-	-	19.47	3,894	1,095	56	39	14	n/a	5,099
7 Planning Commissioners	Seats A - G	-	-	-	-	4,200	257	61	n/a	15	n/a	4,534
<b>Totals</b>		<b>6569</b>	<b>-</b>	<b>-</b>		<b>159,924</b>	<b>43,887</b>	<b>2,319</b>	<b>1,304</b>	<b>583</b>	<b>58,596</b>	<b>266,613</b>
<b>Library (Borough Funded)</b>												
Library Director	Carolyn Goolsby	2040	-	-	33.87	69,095	19,436	1,002	415	252	18,504	108,704
Tech II, Collection Dev.	Lisa Blank	536	-	-	20.65	11,058	678	160	111	40	-	12,047
Assistant Director	Rebecca Heaton	1530	-	-	26.47	40,499	11,392	587	405	148	18,504	71,535
Library Tech II	Nelle Jurgeleit-Green	832	-	-	16.15	13,437	3,780	195	134	49	-	17,595
Library Custodian	Benjamin Bard	893	-	-	16.11	14,378	4,045	208	144	780	-	19,555
Library Tech II	Sarah Zeiger	612	-	-	16.15	9,884	606	143	99	36	-	10,768
Technology Coordinator	Erik Baldwin Stevens	1479	-	-	25.56	37,803	10,634	548	378	138	-	49,501
Education Coordinator	Tracy Wirak	1479	-	-	18.43	27,258	7,668	395	273	99	-	35,693
Children/Youth Svcs Coord	Holly Davis	1071	-	-	24.43	26,165	7,360	379	262	95	-	34,261
Library Page	Aurora Alten-Huber	204	-	-	10.94	2,232	137	32	22	8	-	2,431
<b>Subtotal - Library General</b>		<b>Totals</b>	<b>10675</b>	<b>-</b>	<b>254.41</b>	<b>251,808</b>	<b>65,735</b>	<b>3,651</b>	<b>2,242</b>	<b>1,645</b>	<b>37,008</b>	<b>362,090</b>
<b>Friends of the Library Grant</b>												
Library Page	TBD	211	-	-	10.80	2,279	140	33	23	8	-	2,483
<b>Total Library Payroll</b>		<b>10886</b>	<b>-</b>	<b>-</b>	<b>265.21</b>	<b>254,087</b>	<b>65,875</b>	<b>3,684</b>	<b>2,265</b>	<b>1,653</b>	<b>37,008</b>	<b>364,572</b>
<b>Museum</b>												
Museum Director	Helen Alten	2040	-	-	32.37	66,035	18,576	958	415	241	18,504	104,727
Operations Faciliator	Regina Johanos	1785	-	-	18.93	33,790	9,505	490	338	123	18,504	62,750
Janitor	Kimothy Dorsey	331	-	-	15.61	5,167	317	75	52	280	n/a	5,890
<b>Total Museum Payroll</b>		<b>4156</b>	<b>-</b>	<b>-</b>		<b>104,992</b>	<b>28,397</b>	<b>1,522</b>	<b>805</b>	<b>644</b>	<b>37,008</b>	<b>173,368</b>
<b>Parks</b>												
Parks Laborer II	TBD	920	-	-	16.99	15,631	4,397	227	156	724	n/a	21,135
<b>Totals</b>		<b>920</b>	<b>-</b>	<b>-</b>		<b>15,631</b>	<b>4,397</b>	<b>227</b>	<b>156</b>	<b>724</b>	<b>-</b>	<b>21,135</b>
<b>Police</b>												
Chief of Police	Heath Scott	2040	-	-	52.88	107,885	30,348	1,564	415	3,821	18,504	162,537
Police Sergeant	Joshua Dryden	2040	150	1100	30.87	78,721	22,144	1,141	415	2,788	18,504	123,713
Police Officer I	Michael Fullerton	2040	150	1100	26.05	67,803	19,073	983	415	2,401	18,504	109,180
Police Officer II	Brayton Long	2040	150	1100	28.83	74,100	20,844	1,074	415	2,624	18,504	117,562



**HAINES BOROUGH**

**FY21 BUDGETED PAYROLL**

Position	Current Employee	Straight Time Hours	Over-time Hours	Standby Hours	Hourly Rate	Gross Earnings	PERS & SBS	Medicare	Alaska ESD	Worker's Comp	Union Health Insurance	Total Costs
Police Officer I	TBD	2040	150	1100	25.55	66,671	18,754	967	415	2,361	18,504	107,672
PD Shift Differential	Swing Shift	2920	-	-	0.80	2,336	657	34	-	83	n/a	3,110
PD Shift Differential	Grave Yard	300	-	-	1.60	480	135	7	-	17	n/a	639
<b>Totals</b>		<b>10200</b>	<b>600</b>	<b>4400</b>		<b>397,996</b>	<b>111,956</b>	<b>5,771</b>	<b>2,075</b>	<b>14,095</b>	<b>92,520</b>	<b>624,412</b>
<b>Pool</b>												
Pool Manager	RaeAnne Miner	1476	-	-	25.60	37,786	10,629	548	415	1,774	13,878	65,030
Assistant Manager	Julia Long	1000	-	-	17.49	17,490	4,920	254	175	821	n/a	23,660
Assistant Manager	Jessie Adams Weinert	1000	-	-	16.99	16,990	4,779	246	170	798	n/a	22,983
Pool Custodian	Stephanie Green	377	-	-	15.61	5,885	1,655	85	59	276	n/a	7,961
Pool Cashier	Stephanie Green	563	-	-	12.50	7,038	1,980	102	70	330	n/a	9,520
Lifeguard I	Various	300	-	-	13.55	4,065	249	59	41	191	n/a	4,605
Lifeguard II	Various	300	-	-	15.61	4,683	287	68	47	220	n/a	5,305
<b>Totals</b>		<b>5016</b>	<b>-</b>	<b>-</b>		<b>93,936</b>	<b>24,500</b>	<b>1,362</b>	<b>977</b>	<b>4,410</b>	<b>13,878</b>	<b>139,063</b>
<b>Public Facilities</b>												
Public Facilities Director	Ed Coffland	1712	-	-	40.87	69,969	19,682	1,015	415	255	18,504	109,840
Facility Maint. Superintendent	Eddie Bryant	2040	-	-	32.05	65,382	18,392	948	415	3,546	18,504	107,187
Facility Maint. Tech II	Andus Hale	2040	-	-	27.96	57,038	16,045	827	415	3,093	18,504	95,923
<b>Totals</b>		<b>5792</b>	<b>-</b>	<b>-</b>		<b>192,390</b>	<b>54,119</b>	<b>2,790</b>	<b>1,245</b>	<b>6,894</b>	<b>55,512</b>	<b>312,950</b>
<b>Public Works</b>												
Public Works Superintendent	Will Hickman	2040	65	-	28.33	61,515	17,304	892	415	2,851	18,504	101,481
Equipment Operator II	Kyle Klinger	2040	65	-	23.10	49,376	13,678	716	415	2,288	18,504	84,978
Equipment Operator II	Matthew Cowley	2040	65	-	21.56	46,085	12,964	668	415	2,136	18,504	80,771
Equipment Operator	Walker Blair	2040	65	-	21.56	46,085	12,964	668	415	2,136	18,504	80,771
Seasonal Operator	TBD	200	-	-	21.06	4,212	258	61	42	195	n/a	4,769
Seasonal Operator	TBD	200	-	-	21.06	4,212	258	61	42	195	n/a	4,769
<b>Totals</b>		<b>8560</b>	<b>260</b>	<b>-</b>		<b>211,485</b>	<b>57,426</b>	<b>3,067</b>	<b>1,744</b>	<b>9,801</b>	<b>74,016</b>	<b>357,538</b>
<b>Tourism Promotion</b>												
Tourism Director	Steven Auch	2040	-	-	24.50	49,980	14,059	725	415	182	18,504	83,865
Information Coordinator	Tammy Piper	2040	-	-	21.15	43,146	12,137	626	415	157	18,504	74,985
<b>Totals</b>		<b>4080</b>	<b>-</b>	<b>-</b>		<b>93,126</b>	<b>26,196</b>	<b>1,350</b>	<b>830</b>	<b>339</b>	<b>37,008</b>	<b>158,850</b>
<b>Water/Sewer</b>												
Water/Sewer Supervisor	Dennis Durr	2040	50	350	31.87	70,205	19,749	1,018	415	2,103	18,504	111,993
Water/Sewer Operator	Gavin McGuire	2040	50	400	21.56	47,199	13,277	684	415	1,414	18,504	81,494
Water/Sewer Operator	Allan Jobbins	2040	100	400	22.56	52,606	14,798	763	415	1,863	18,504	88,949
<b>Totals</b>		<b>6120</b>	<b>200</b>	<b>1150</b>		<b>170,011</b>	<b>47,824</b>	<b>2,465</b>	<b>1,245</b>	<b>5,379</b>	<b>55,512</b>	<b>282,436</b>
<b>COMBINED TOTALS BOROUGH FUNDED</b>		<b>97451</b>	<b>1685</b>	<b>5550</b>		<b>2,669,943</b>	<b>733,086</b>	<b>38,688</b>	<b>19,399</b>	<b>58,135</b>	<b>769,458</b>	<b>4,288,708</b>
<b>LIBRARY FOL FUNDED</b>		<b>211</b>	<b>-</b>	<b>-</b>		<b>2,279</b>	<b>140</b>	<b>33</b>	<b>23</b>	<b>8</b>	<b>-</b>	<b>2,483</b>
<b>GRAND TOTAL PAYROLL</b>		<b>97662</b>	<b>1685</b>	<b>5550</b>	<b>-</b>	<b>2,672,221</b>	<b>733,226</b>	<b>38,721</b>	<b>19,422</b>	<b>58,143</b>	<b>769,458</b>	<b>4,291,191</b>



## Capital Improvement Projects (CIP) Six-Year Plan FY21-FY26

Year	Department/Facility	Description	Cost	Funding Source
FY21	Water	Engineering, Community Water Fill Station	\$10,000	CIP
FY21	Facilities	Maintenance, Deferred (reduced \$34,290)	\$40,710	CIP - *REVISED*
FY21	Water	Project, AC Pipe Replacement, Phase 1 and 2	\$1,330,000	DEC Loan
FY21	Port/Harbor	Project, PC Dock Gangway Winch	\$75,000	CPV
FY21	Sewer	Project, Beach Road and Skyline Lift Station	\$580,000	DEC Loan
FY21	Water	Project, Piedad Water Source Increased Capacity	\$75,000	CPV / Water Fund
FY21	Public Safety Bldg	Project, Public Safety Building Apparatus Doors	\$25,000	CIP
FY21	Public Works	Project, Road Improvements	\$30,000	CIP
FY21	Sewer	Project, Sewer Repairs/Upgrades	\$112,000	CIP
FY21	Water	Project, Water Repairs/Upgrades -DELETED	\$63,500	CIP
FY21	Port/Harbor	Project, Sport Ramp	\$5,300,000	ADF&G/GO Bond
FY21	Excursion Inlet	Project, Excursion Inlet Community Improvements	\$25,000	CIP
FY21	Dispatch	Purchase, E911 System, lease and install	\$49,100	E911 Surcharge
FY21	IT	Purchase, Server	\$52,000	CIP
FY21	Fire HVFD	Sinking Fund, Equipment (SCBA 1 of 20)	\$13,000	CIP
FY21	Public Works	Sinking Fund, Junk Car Processing Facility	\$30,000	CIP
FY21	School Debt	Fund School Debt Reimbursement	\$100,000	CIP
FY22	Port/Harbor	Engineering, Drive Down Work Float Design	\$300,000	enterprise fund
FY22	Port/Harbor	Engineering, Lutak Dock	\$1,400,000	grants/AIDEA
FY22	Public Safety Bldg	Engineering, Architectural Design	\$1,500,000	CIP/Loan
FY22	Dispatch	Mainetnace, E911 System, lease and support	\$30,000	CIP
FY22	Facilities	Maintenance, Deferred	\$25,000	CIP
FY22	Water	Maintenance, Townsite Fire Hydrants	\$14,000	CIP
FY22	Water	Project, AC Pipe Replacement. Phase 3	\$993,813	CIP/DEC Loan
FY22	Museum	Project, ADA Upgrades	\$50,000	CIP
FY22	Public Safety Bldg	Project, PSB Fuel Tank Removal	\$50,000	CIP
FY22	Public Works	Project, Road Improvements	\$150,000	CIP
FY22	Public Safety Bldg	Project, Security Camera Upgrades	\$20,000	CIP
FY22	Sewer	Project, WWTP Electrical Upgrade	\$950,000	CIP/DEC Loan
FY22	Sewer	Project, WWTP Screw Press	\$850,000	CIP/DEC loan
FY22	Port/Harbor	Purchase, Plow Truck	\$42,000	CIP
FY22	Water	Purchase, Truck	\$40,000	CIP
FY22	Public Works	Sinking Fund , Heavy Equipment	\$160,000	CIP
FY22	Public Works	Sinking Fund, Junk Car Processing Facility	\$35,000	CIP
FY22	Fire HVFD	Sinking Fund, Fire Truck	\$30,000	CIP
FY22	Fire HVFD	Sinking Fund, Equipment (SCBA 2 of 20)	\$13,000	CIP
FY22	School	Sinking Fund, High School Roof	\$50,000	CIP
FY22	Parks	Sinking Fund, LWCF Grant Matching Funds	\$25,000	CIP
FY22	Public Safety Bldg	Sinking Fund, PBS	\$50,000	CIP
FY22	Port/Harbor	Sinking Fund, Portage Cove Floats Sinkig Funds	\$100,000	CIP
FY23	Facilities	Maintenance, Deferred	\$25,000	CIP
FY23	Dispatch	Maintenance, E911 System, lease and support	\$30,000	CIP
FY23	Water Plant	Project, Bathroom and Septic Upgrades	\$12,000	CIP
FY23	Sewer	Project, Highland Estates Sewer Extension	\$930,690	CIP/DEC Loan
FY23	Port/Harbor	Project, Lutak Dock Secure Face	\$200,000	Enterprise Fund
FY23	Port/Harbor	Project, New Harbor Floats	\$5,000,000	enterprise fund
FY23	Public Works	Project, Road Improvements	\$200,000	CIP
FY23	Sewer/Water	Project, Water and Sewer Line Repairs/Upgrades	\$100,000	CIP
FY23	Water	Project, Water Fill and Sewer Dump Station	\$67,500	CIP
FY23	Water	Project, Water Line - FAA, Mt. Riley, Small Tracts	\$1,000,000	DEC/LID/CIP
FY23	Water	Project, Young Road Water Main Relocation	\$293,200	CIP/DEC
FY23	Police	Purchase, Replacement for 2013 Chev Tahoe HBPD	\$50,000	CIP



## Capital Improvement Projects (CIP) Six-Year Plan FY21-FY26

Year	Department/Facility	Description	Cost	Funding Source
FY23	Port/Harbor	Purchase, Truck	\$40,000	CIP
FY23	Sewer/Water	Purchase, Truck	\$40,000	CIP
FY23	Public Safety Bldg	Sinking Fund, New PSB	\$1,000,000	CIP
FY23	Assembly	<del>Sinking Fund, Assembly Chambers</del>	<del>\$135,000</del>	<del>CIP</del>
FY23	Fire HVFD	Sinking Fund, Fire Truck	\$30,000	CIP
FY23	Fire HVFD	Sinking Fund, Equipment (SCBA 3 of 20)	\$13,000	CIP
FY23	Public Works	Sinking Fund, Heavy Equipment	\$160,000	CIP
FY23	School	Sinking Fund, High School Roof	\$50,000	CIP
FY24	Facilities	Maintenance, Deferred	\$25,000	CIP
FY24	Dispatch	Maintenance, E911 System, lease and support	\$30,000	CIP
FY24	Sewer	Project, Electrical Shop Walls	\$25,000	CIP
FY24	Water	Project, Extend Water Main Small Tracts	\$1,725,000	LID/DEC Loan
FY24	Port/Harbor	Project, New Harbor Floats - Small Boat Harbor	\$4,000,000	CIP/Harbor Fund/DOT
FY24	Port/Harbor	Project, PC Dock Lightering Float	\$1,000,000	CIP/CPV
FY24	Public Works	Project, Road Improvements	\$200,000	CIP
FY24	School	Project, Soccer Field Lift	\$75,000	CIP
FY24	Sewer/Water	Project, Water and Sewer Line Repairs/Upgrades	\$150,000	CIP
FY24	Water	Project, Water Plant Boiler	\$40,000	CIP
FY24	Public Safety Bldg	Sinking Fund, New PSB	\$1,000,000	CIP
FY24	Fire HVFD	Sinking Fund Fire Truck	\$30,000	CIP
FY24	Fire HVFD	Sinking Fund, Equipment (SCBA 4 of 20)	\$13,000	CIP
FY24	Library	<del>Sinking Fund, Assembly Chambers</del>	<del>\$135,000</del>	<del>CIP</del>
FY24	Public Works	Sinking Fund, Heavy Equipment	\$160,000	CIP
FY24	School	Sinking Fund, High School Roof	\$50,000	CIP
FY24	Police	Sinking Fund, Replace 2014 Ford Explorer	\$50,000	CIP
FY25	Dispatch	Maintenance, E911 System, lease and support	\$30,000	CIP
FY25	Port/Harbor	Project, Floats for Expanded Basin	\$5,000,000	CIP/Grant
FY25	KVVFD	Project, Move Wall for Tanker	\$22,000	CIP
FY25	Public Works	Project, Road Improvements	\$200,000	CIP
FY25	Water	Project, Water Plant Septic	\$15,000	CIP
FY25	Port/Harbor	Purchase, Harbor Plow Truck	\$45,000	CIP
FY25	Fire HVFD	Purchase, Type 6 Wildland Fire Vehicle	\$250,000	CIP
FY25	Public Safety Bldg	Sinking Fund, New PSB	\$1,000,000	CIP
FY25	Library	<del>Sinking Fund, Assembly Chambers</del>	<del>\$135,000</del>	<del>CIP</del>
FY25	Fire HVFD	Sinking Fund, Fire Truck	\$30,000	CIP
FY25	Fire HVFD	Sinking Fund, Equipment (SCBA 5 of 20)	\$13,000	CIP
FY25	School	Sinking Fund, High School Roof	\$50,000	CIP
FY26	Port/Harbor	Engineering, Secure Lutak Face Design	\$1,400,000	Enterprise Fund
FY26	Dispatch	Maintenance, E911 System, lease and support	\$30,000	CIP
FY26	Sewer	Project, Commercial Composter	\$100,000	CIP
FY26	Port/Harbor	Project, Drive Down Work Float and Transfer Bridge	\$2,000,000	CIP/Harbor Fund/DOT
FY26	Parks	Project, Emerson Field Backstop	\$50,000	CIP
FY26	Public Works	Project, Road Improvements	\$200,000	CIP
FY26	Police	Purchase, Replace 2014 Ford Explorer	\$50,000	CIP
FY26	Public Safety Bldg	Sinking Fund, New PSB	\$1,000,000	CIP
FY26	Fire HVFD	Sinking Fund, Fire Truck	\$30,000	CIP
FY26	Fire HVFD	Sinking Fund, Equipment (SCBA 6 of 20)	\$13,000	CIP
FY26	Public Works	Sinking Fund, Heavy Equipment	\$160,000	CIP
FY26	School	Sinking Fund, High School Roof	\$50,000	CIP



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 20-1016

Assembly Meeting Date: 05/26/20

Business Item Description:	Attachments:
Subject: FY20 Budget Amendment #4	1. Ordinance 20-04-567 (as amended 5/12/20) 2. Finance Director's 5/20/20 Memo and worksheet 3. Emergency Ordinances 20-03-564 & 20-04-569
Originator: Borough Manager	
Originating Department: Administration/Finance	
Date Submitted: 4/23/20	

**Full Title/Motion:**  
 Motion: Amend Ordinance 20-04-567 as indicated in the Finance Director's Memo and schedule this ordinance for another public hearing 06/09/20.

**Administrative Recommendation:**

**Fiscal Impact:**

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

**Comprehensive Plan Consistency Review:**

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

This Ordinance accomplishes the following:

1. Accepts CARES Act funds.
2. Transfers the appropriations from Emergency Ordinances 20-04-564 and 20-04-569 to be paid from CARES Act funds.
3. Revises expenditures to reflect lower revenue projections for FY20 budgeted items.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 04/28/20, 5/12/20, 5/26/20	Public Hearing Date(s): 05/12/20, 05/26/20, 6/09/20
	Postponed to Date:

**AN ORDINANCE OF THE HAINES BOROUGH, PROVIDING FOR THE ADDITION OR AMENDMENT OF SPECIFIC LINE ITEMS TO THE FY20 BUDGET.**

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

Section 2. Effective Date. This ordinance shall become effective immediately upon adoption.

Section 3. Appropriation. This appropriation is hereby authorized as part of the budget for the fiscal year July 1, 2019 through June 30, 2020.

Section 4. Purpose. To provide for the addition or amendment of specific line items to the FY20 budget as follows:

<b>1. To transfer up to \$50,000 from the Areawide General Fund to the Medical Services Fund to respond to community health needs resulting from the COVID-19 pandemic response. Expenditures may include: wages for additional hours for EMS response and sanitization, ambulance supplies, support of services to quarantined citizens, distribution of information, and other emergency supplies and services. Funds will only be transferred as needed. The Borough may be eligible for reimbursement of some expenses related to the response by State or Federal government. This ordinance confirms two emergency ordinances for \$25,000 each originally approved as ORD#20-03-564 on 3/24/20 and ORD#20-04-569 on 4/28/20.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-98-00-8200	Transfer OUT to from General Fund	\$0	\$50,000	<b>(\$50,000)</b>
20-98-00-8200	Transfer IN to Medical Service Fund	\$0	\$50,000	<b>\$50,000</b>
20-03-00-XXXX	Medical Service Expenditures (COVID-19)	\$0	\$50,000	<b>(\$50,000)</b>
Total Appropriation at this time for COVID-19 response supplies & wages				<b>(\$50,000)</b>

<b>2. To transfer \$63,730 from the Areawide General Fund to the Capital Improvement Project Fund to purchase a portable decontamination unit. This appropriation was initially approved as an emergency ordinance #20-03-564.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-98-00-8200	Transfer OUT to from General Fund	\$0	\$63,730	<b>(\$63,730)</b>
50-98-00-8200	Transfer IN to Medical Service Fund	\$0	\$63,730	<b>\$63,730</b>
50-01-00-7392	Project Exp. (decontamination unit)	\$0	\$63,730	<b>(\$63,730)</b>
Total Appropriation for Decontamination Unit				<b>(\$63,730)</b>

<b>3. To adjust budgeted FY20 Areawide General Fund revenues to reflect updated projections.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-01-09-4130	Sales Tax	628,000	575,000	<b>(53,000)</b>
01-01-09-4132	Sales Tax Lodging	130,000	92,000	<b>(38,000)</b>

Haines Borough Ordinance  
No. 20-04-567S  
Page 2 of 7

01-01-09-4133	Tobacco Excise Tax	90,000	95,000	5,000
01-01-09-4134	Marijuana Excise Tax	-	7,500	7,500
01-01-09-4210	Business Licenses & Tour Permits	41,000	25,000	(16,000)
01-01-09-4226	Burial Permits	2,100	2,500	400
01-01-09-4250	Miscellaneous Fines & Fees	13,500	5,000	(8,500)
01-01-09-4364	State Revenue - Shared Fisheries	-	446	446
01-01-09-4610	Interest Earnings	210,000	250,000	40,000
01-01-09-4614	Penalty & Interest - Property Tax	20,000	34,000	14,000
01-01-09-4617	Penalty & Interest - Sales Tax	25,000	27,000	2,000
01-01-09-4620	Rent	55,000	50,000	(5,000)
01-01-17-4221	Building Permits	8,000	4,000	(4,000)
01-08-00-4620	Rental Income - Chilkat Center	25,000	15,000	(10,000)
01-14-00-4250	User Fees - Library	17,000	12,000	(5,000)
01-16-10-4250	User Fees - CYD	6,000	1,340	(4,660)
01-16-15-4257	Swimming Pool Revenue	26,000	13,200	(12,800)
Total reduction in Areawide FY20 Budgeted Revenues				<b>(\$87,614)</b>

<b>4. To reduce FY20 appropriations to the Administration department.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-01-10-7241	Computers & Peripherals	2,300	1,800	500
01-01-10-7312	Professional & Contractual	70,000	55,000	15,000
01-01-10-7334	Travel & Per Diem	4,500	2,800	1,700
Total reduction to administration department expense				<b>\$17,200</b>

<b>5. To reduce FY20 appropriations for salaries &amp; wages due to fewer meetings taking place than budgeted. To increase the appropriation for travel &amp; per diem and to appropriate \$3,000 for the Chamber of Commerce as approved at the 4/28 assembly meeting.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-01-11-6110	Salaries and wages	\$ 28,150	\$22,910	5,240
01-01-11-6115	Payroll Burden	4,552	3,702	850
01-01-11-6115	Travel & Per Diem	\$7,500	\$10,500	(3,000)

Haines Borough Ordinance  
No. 20-04-567S  
Page 3 of 7

01-01-11-7710	Appropriations from the Assembly	28,400	31,400	(3,000)
Total increase to Assembly department expense				<b>\$ 90</b>

<b>6. To reduce FY20 appropriations for the Elections department.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-01-14-6110	Salaries and wages	\$ 2,351	\$ 1,395	<b>956</b>
01-01-14-7211	Supplies & Postage	1,825	1,312	<b>513</b>
01-01-14-7312	Professional & Contractual	950	850	<b>100</b>
01-01-14-7334	Travel & Per Diem	100	-	<b>100</b>
01-01-14-7340	Advertising	800	602	<b>198</b>
Total reduction to Elections department expense				<b>\$ 1,867</b>

<b>7. To reduce FY20 appropriations for the Finance department.</b>				
01-01-15-7312	Professional & Contractual	52,300	47,800	<b>4,500</b>
01-01-14-7360	Utilities	5,800	5,350	<b>450</b>
Total reduction to Finance department expense				<b>\$ 4,950</b>

<b>8. To reduce FY20 appropriations for Lands, Assessment, &amp; Planning department expense. The reduction is primarily due to vacancies in the Planner position.</b>				
01-01-17-6110	Salaries and wages	\$211,104	\$ 193,589	<b>17,515</b>
01-01-17-6115	Payroll Burden	63,943	56,560	<b>7,383</b>
01-01-17-6140	Health Insurance	70,176	58,480	<b>11,696</b>
01-01-17-7312	Professional & Contractual	17,350	12,350	<b>5,000</b>
Total reduction of Lands/Planning expense				<b>\$ 41,594</b>

<b>9. To reduce FY20 appropriations for Public Facilities department expense. This amendment is due, in part, to the fact that the facilities department has been spending much of its time this year working on the pool so material, equipment, and other maintenance costs are appearing in the pool budget.</b>				
01-04-20-7230	Material & Equipment	18,000	12,000	<b>6,000</b>
01-04-20-7312	Professional & Contractual	28,650	23,650	<b>5,000</b>
01-04-20-7334	Travel & Per Diem	3,000	-	<b>3,000</b>
01-04-20-7371	Building Maintenance	38,000	19,000	<b>19,000</b>
Total reduction of Public Facilities expense				<b>\$ 33,000</b>

Haines Borough Ordinance

No. 20-04-567S

Page 4 of 7

<b>10. To reduce FY20 appropriations for Chilkat Center utilities expense.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-08-00-7360	Utilities	\$43,500	\$ 39,000	<b>\$4,500</b>

<b>11. To reduce FY20 appropriations for the Library.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-14-00-6110	Salaries and wages	\$279,525	\$ 269,700	<b>\$ 9,825</b>
01-14-00-6115	Payroll Burden	78,503	77,142	<b>1,361</b>
01-14-00-7210	Lending Materials	6,600	5,600	<b>1,000</b>
01-14-00-7305	Replacement Materials	500	-	<b>500</b>
01-14-00-7334	Travel & Per Diem	800	-	<b>800</b>
01-14-00-7335	Training	500	-	<b>500</b>
Total reduction of Library expense				<b>\$13,986</b>

<b>12. To reduce FY20 appropriations for the Museum.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-15-00-6110	Salaries and wages	\$144,558	\$ 139,958	<b>4,600</b>
01-15-00-6115	Payroll Burden	41,769	39,769	<b>2,000</b>
Total reduction of Museum expense				<b>\$ 6,600</b>

<b>13. To reduce FY20 appropriations for Community Youth Development due to the cancelation of programs and events.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-16-10-6110	Salaries and wages	\$ 11,512	\$ 8,600	<b>2,912</b>
01-16-10-6115	Payroll Burden	3,562	2,630	<b>932</b>
01-16-10-7230	Material & Equipment	3,000	1,000	<b>2,000</b>
01-16-10-7334	Travel & Per Diem	16,000	2,500	<b>13,500</b>
01-16-10-7355	Vehicle Expense	1,000	300	<b>700</b>
01-16-10-7360	Utilities	2,390	1,800	<b>590</b>

Haines Borough Ordinance  
No. 20-04-567S  
Page 5 of 7

01-16-10-7392	Program/Project Expenditures	2,000	700	<b>1,300</b>
Total reduction of CYD expense				<b>\$21,934</b>

**14. To reduce FY20 appropriations for the Dispatch department and to reduce allocated dispatch expense from the Areawide General fund to the Townsite Service Area, Medical Service Area, and Fire Funds.**

		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-02-50-6110	Salaries and wages	\$263,309	\$255,502	<b>\$7,807</b>
01-02-50-6115	Payroll Burden	80,499	76,999	<b>3,500</b>
01-02-50-6140	Health Insurance	87,720	85,527	<b>2,193</b>
01-02-50-7230	Material & Equipment	2,500	2,000	<b>500</b>
01-02-50-7312	Professional & Contractual	15,900	9,900	<b>6,000</b>
01-02-50-7360	Utilities	4,200	7,000	<b>(2,800)</b>
01-99-00-8106	Allocations - Dispatch Department	(450,149)	(432,949)	<b>(17,200)</b>
02-99-00-8106	Allocations - Dispatch Department	281,830	270,994	<b>10,836</b>
20-99-03-8106	Allocations - Dispatch Department	84,160	80,978	<b>3,182</b>
25-99-0X-8106	Allocations - Dispatch Department	84,160	80,978	<b>3,182</b>
Total reduction to Dispatch department				<b>\$17,200</b>

**15. To adjust budgeted Townsite Service Area Fund revenues to reflect updated projections.**

		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
02-01-09-4130	Sales Tax	846,000	775,000	<b>\$ (71,000)</b>
02-01-09-4610	Interest Earnings	9,000	15,000	<b>\$ 6,000</b>
Total				<b>(65,000)</b>

**16. To appropriate a grant received from the State of Alaska for police training and to reduce FY20 appropriations for the Police Department.**

		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
02-02-00-4341	State Grant Revenue - Police	\$0	\$ 4,497	<b>\$4,497</b>
02-02-00-6140	Health Insurance	87,720	74,562	<b>13,158</b>
02-02-00-7334	Travel & Per Diem	11,000	7,000	<b>4,000</b>

Haines Borough Ordinance  
No. 20-04-567S  
Page 6 of 7

02-02-00-7355	Vehicle Expense	15,000	27,000	(12,000)
02-02-00-7360	Utilities	18,100	15,000	3,100
Total reduction to Police department				<b>\$ 12,755</b>

<b>17. To increase FY20 appropriations for the Public Works department due to higher than usual snowfall during the 2019/2020 season.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
02-04-00-7312	Professional & Contractual	38,200	56,300	(18,100)
02-04-00-7355	Vehicle Expense	62,000	70,000	(8,000)
Total increase to Public Works department				<b>(26,100)</b>

<b>18. To reduce FY20 appropriations for the Tourism Promotion department.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
23-02-00-6110	Salaries and wages	120,295	\$109,298	<b>\$11,000</b>
23-02-00-6115	Payroll Burden	37,109	33,109	<b>4,000</b>
23-02-00-7211	Supplies & postage	11,000	6,000	<b>5,000</b>
23-02-00-7334	Travel & Per Diem	12,150	7,150	<b>5,000</b>
23-02-00-7392	Program & Project Expenditures	15,000	1,000	<b>14,000</b>
Total reduction to Tourism Promotion department				<b>\$39,000</b>

<b>19. To adjust water fund revenues and expenditures to reflect higher than anticipated revenues and expenditures for new water connections.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
90-01-00-4402	Water Hookup Revenue	6,000	\$24,000	<b>18,000</b>
90-01-00-7230	Material & Equipment	66,350	81,350	(15,000)
90-01-00-7312	Professional & Contractual Services	31,365	34,365	(3,000)
Total Net Change to revenues and expenses				<b>0</b>

\* A positive amount in this column is favorable. A negative amount is unfavorable.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

Haines Borough Ordinance  
No. 20-04-567S  
Page 7 of 7

ATTEST:

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

\_\_\_\_\_  
Alekka Fullerton, Borough Clerk

Date Introduced: 04/ /2020  
Date of First Public Hearing: \_/\_/\_  
Date of Second Public Hearing: \_/\_/\_

# Memo



**To:** Haines Borough Mayor & Assembly  
**From:** Jila Stuart, Finance Director  
**Cc:** Alekka Fullerton, Acting Borough Manager  
**Date:** May 20, 2020  
**Re:** [Recommended Additions to FY20 Budget Amendment Ordinance #20-04-567](#)

The Haines Borough has received a grant agreement from the State of Alaska to receive \$4,007,216.22 in CARES Act funding which can be used in place of general fund dollars to pay for emergency expenses incurred resulting from COVID-19 response. The following amendment would allow CARES Act funds to be used to pay for COVID-19 response which was previously (in emergency ordinances #20-03-564 and #20-04-569) budgeted to be paid with Areawide General funds. This would free up \$113,373 of Areawide General funds for other purposes. Some of these expenditures may be eligible for FEMA reimbursement. If we determine they are FEMA eligible we can do a budget amendment at a later time to budget from FEMA instead of CARES Act funds.

**~~1. To transfer up to \$50,000 from the Areawide General Fund to the Medical Services Fund to respond to community health needs resulting from the COVID-19 pandemic response. Expenditures may include: wages for additional hours for EMS response and sanitization, ambulance supplies, support of services to quarantined citizens, distribution of information, and other emergency supplies and services. Funds will only be transferred as needed. The Borough may be eligible for reimbursement of some expenses related to the response by State or Federal government. This ordinance confirms two emergency ordinances for \$25,000 each originally approved as ORD#20-03-564 on 3/24/20 and ORD#20-04-569 on 4/28/20.~~**

		-Current FY20 Budget	-Proposed -FY20 Budget	Fund Balance  Increase/ (Decrease)*
01-98-00-8200	Transfer OUT to from General Fund	\$0	\$50,000	<b>(\$50,000)</b>
20-98-00-8200	Transfer IN to Medical Service Fund	\$0	\$50,000	<b>\$50,000</b>
20-03-00-XXXX	Medical Service Expenditures (COVID-19)	\$0	\$50,000	<b>(\$50,000)</b>
Total Appropriation at this time for COVID-19 response supplies & wages				<b>(\$50,000)</b>

**~~2. To transfer \$63,730 from the Areawide General Fund to the Capital Improvement Project Fund to purchase a portable decontamination unit. This appropriation was initially approved as an emergency ordinance #20-03-564.~~**

01-98-00-8200	Transfer OUT to from General Fund	\$0	\$63,730	<b>(\$63,730)</b>
50-98-00-8200	Transfer IN to Medical Service Fund	\$0	\$63,730	<b>\$63,730</b>

50-01-00-7392	Project Exp. (decontamination unit)	\$0	\$63,730	<b>(\$63,730)</b>
Total Appropriation for Decontamination Unit				<b>(\$63,730)</b>

**20. To recognize \$2,146,590.72 of federal CARES Act revenue. This is the first of three possible payments totaling \$4,007,216.22. This amendment appropriates these funds for expenditures allowable within the grant agreement entered between the State of Alaska and the Haines Borough. The Haines Borough Assembly has formed an ad hoc committee to make more specific recommendations for expenditures prior to the third public hearing of this ordinance.**

		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
55-01-00 XXXX	Federal Revenue	0	2,146,591	<b>2,146,951</b>
55-01-00 XXXX	Project Expenditures	0	2,146,591	<b>(2,146,951)</b>
			Total	<b>\$0</b>

CARES Act funding can be used for payroll for individuals whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. This amendment is an estimate of FY20 payroll that can be paid out of CARES Act funding instead of the originally identified funding source. This amendment reduces payroll budgets in the Areawide, Townsite, Medical Service Area, and Harbor departments by a total of \$180,000.

**21. To reduce budgeted payroll expense for employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. These wages will instead be paid out of fund 55 CARES Act funding.**

		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-01-10 61XX	Admin - Payroll Expense	349,485	309,485	<b>40,000</b>
01-01-15 61XX	Finance - Payroll Expense	370,211	355,211	<b>15,000</b>
01-04-20 61XX	Public Facilities - Payroll Expense	341,259	326,259	<b>15,000</b>
02-02-00-61XX	Police - Payroll Expense	611,743	570,743	<b>41,000</b>
01-02-50-61XX	Dispatch - Payroll Expense	431,528	417,528	<b>14,000</b>
20-03-00-61XX	Ambulance - Payroll Expense	208,932	169,932	<b>39,000</b>
23-02-00-61XX	Tourism - Payroll Expense	192,492	181,492	<b>11,000</b>
92-01-00-61XX	Harbor - Payroll Expense	277,746	272,746	<b>5,000</b>
Total reduction to payroll expense which will be paid through CARES Act				<b>\$180,000</b>

# HAINES BOROUGH

## Summary of Proposed Amendments to the FY20 Budget - Ordinance #20-04-567



	Areawide General	Townsite General	Medical Service	Economic Development	Fire Service Areas	CARES Act	Harbor Fund*	
FUND	01	02	20	23	25	55	92	
<b>Fund/(Cash) Balance as of 06/30/2019</b>	3,305,308	1,040,959	158,239	554,230	23,086	-	527,300	
<b>FY20 BUDGET Revenue Over (Under) Expense</b>	(335,235)	(217,238)	(76,851)	(325,675)	(3,890)	-	(68,703)	<b>TOTAL</b>
<b>Proposed Amendments:</b>								
—1. COVID Emergency Appropriations	(50,000)							(50,000)
—2. COVID Decontamination Unit Emerg. Approp.	(63,730)							(63,730)
3. Update Areawide Revenue Projections	(87,614)							(87,614)
4. Reduce Admin expense	17,200							17,200
5. Reduce Assembly expense	90							90
6. Reduce Elections expense	1,867							1,867
7. Reduce Finance expense	4,950							4,950
8. Reduce Lands/Planning expense	41,594							41,594
9. Reduce Public Facilities expense	33,000							33,000
10. Reduce Chilkat Center expense	4,500							4,500
11. Reduce Library expense	13,986							13,986
12. Reduce Museum expense	6,600							6,600
13. Reduce CYD expense	21,934							21,934
14. Reduce Dispatch Expense	-	10,836	3,182		3,182			17,200
15. Update TSA Revenue Projections		(65,000)						(65,000)
16. Reduce Police expense		12,755						12,755
17. Increase Public Works expense		(26,100)						(26,100)
18. Reduce Tourism Promotion expense				39,000				39,000
19. Adjust water fund revenue & expense								-
20. Recognize CARES Act Funds								-
21. Reduce pr budgets for COVID related hours	84,000	41,000	39,000	11,000			5,000	180,000
<b>Increase/(Decrease) to Fund Balance</b>	142,107	(26,509)	42,182	50,000	3,182			210,962
<b>Proposed FY20 BUDGET Revenue Over / (Under) Expense</b>	(193,128)	(243,747)	(34,669)	(275,675)	(708)	-	(68,703)	
<b>Projected Fund/(Cash) Balance as of 06/30/2020</b>	3,112,180	797,212	123,570	278,555	22,378	-	458,597	

\* The cash balance is shown instead of the fund balance and the cash budget is shown which does not include depreciation expense.

**AN EMERGENCY ORDINANCE OF THE HAINES BOROUGH PURSUANT TO HAINES BOROUGH CODE 2.12.040, PROVIDING FOR THE APPROPRIATION OF EMERGENCY FUNDS DUE TO COVID-19 PANDEMIC RESPONSE.**

**WHEREAS**, this Ordinance is being introduced pursuant to a finding by the assembly that an emergency exists and based upon the Mayor’s Declaration of Emergency of March 17, 2020; and

**WHEREAS**, the Haines Borough Assembly has adopted Resolution 20-03-853, A Resolution of the Haines Borough Assembly Certifying the Declaration of Emergency in the Haines Borough Based on the Risk to the Public posed by the Global COVID-19 Pandemic and the Substantial Economic Impacts to the Haines Borough; and

**WHEREAS**, an emergency ordinance may be adopted, amended and adopted, or rejected at the meeting at which it is introduced; and

**WHEREAS**, the affirmative vote of all members present, or the affirmative vote of three-fourths of the total membership, whichever is less, is required for adoption of an emergency ordinance; and

**WHEREAS**, this emergency ordinance is effective for 60 days,

**NOW THEREFORE, BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:**

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

Section 2. Effective Date. This ordinance shall become effective immediately upon adoption and, per HBC 2.12.040, may be adopted upon introduction.

Section 3. Appropriation. This appropriation is hereby authorized as part of the budget for the fiscal year July 1, 2019 through June 30, 2020.

Section 4. Purpose. To provide for emergency funds as follows:

<b>To transfer up to \$25,000 from the Areawide General Fund to the Medical Services Fund to respond to community health needs resulting from the COVID-19 pandemic response. Expenditures may include: wages for additional hours for EMS response and sanitization, ambulance supplies, support of services to quarantined citizens, distribution of information, and other emergency supplies and services. Funds will only be transferred as needed. The Borough may be eligible for reimbursement of some expenses related to the response by State or Federal government. If additional resources are required a subsequent appropriation ordinance will follow.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-98-00-8200	Transfer OUT to from General Fund	\$0	\$25,000	(\$25,000)
20-98-00-8200	Transfer IN to Medical Service Fund	\$0	\$25,000	\$25,000
20-03-00-XXXX	Medical Service Expenditures (COVID-19)	\$0	\$25,000	(\$25,000)
Total Appropriation at this time for COVID-19 Response				(\$25,000)

\* A positive amount in this column is favorable. A negative amount is unfavorable.

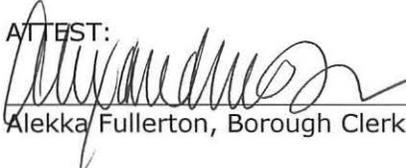
Haines Borough Ordinance  
 No. 20-03-564  
 Page 2 of 2

<b>To transfer \$63,730 from the Areawide General Fund to the Capital Improvement Project Fund to purchase a portable decontamination unit.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-98-00-8200	Transfer OUT to from General Fund	\$0	\$63,730	(\$63,730)
50-98-00-8200	Transfer IN to Medical Service Fund	\$0	\$63,730	\$63,730
50-01-00-7392	Project Exp. (decontamination unit)	\$0	\$63,730	(\$63,730)
Total Appropriation for Decontamination Unit				(\$63,730)

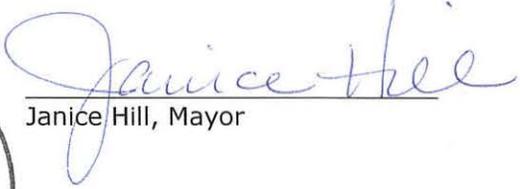
\* A positive amount in this column is favorable. A negative amount is unfavorable.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS 24th DAY OF MARCH, 2020.

ATTEST:

  
 Alekka Fullerton, Borough Clerk



  
 Janice Hill, Mayor

**AN EMERGENCY ORDINANCE OF THE HAINES BOROUGH PURSUANT TO HAINES BOROUGH CODE 2.12.040, PROVIDING FOR THE APPROPRIATION OF EMERGENCY FUNDS DUE TO COVID-19 PANDEMIC RESPONSE.**

**WHEREAS**, this Ordinance is being introduced pursuant to a finding by the assembly that an emergency exists and based upon the Mayor’s Declaration of Emergency of March 17, 2020; and

**WHEREAS**, the Haines Borough Assembly has adopted Resolution 20-03-853, A Resolution of the Haines Borough Assembly Certifying the Declaration of Emergency in the Haines Borough Based on the Risk to the Public posed by the Global COVID-19 Pandemic and the Substantial Economic Impacts to the Haines Borough; and

**WHEREAS**, an emergency ordinance may be adopted, amended and adopted, or rejected at the meeting at which it is introduced; and

**WHEREAS**, the affirmative vote of all members present, or the affirmative vote of three-fourths of the total membership, whichever is less, is required for adoption of an emergency ordinance; and

**WHEREAS**, this emergency ordinance is effective for 60 days,

**NOW THEREFORE, BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:**

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

Section 2. Effective Date. This ordinance shall become effective immediately upon adoption and, per HBC 2.12.040, may be adopted upon introduction.

Section 3. Appropriation. This appropriation is hereby authorized as part of the budget for the fiscal year July 1, 2019 through June 30, 2020.

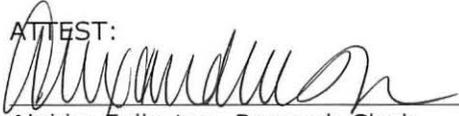
Section 4. Purpose. To provide for emergency funds as follows:

<b>To transfer up to \$25,000 from the Areawide General Fund to the Medical Services Fund to respond to community health needs resulting from the COVID-19 pandemic response. Expenditures will include: wages for additional hours for EMS response and sanitization, ambulance supplies, support of services to quarantined citizens, distribution of information, and other emergency supplies and services. Funds will only be transferred as needed. The Borough may be eligible for reimbursement of some expenses related to the response by State or Federal government. If additional resources are required a subsequent appropriation ordinance will follow.</b>				
		Current FY20 Budget	Proposed FY20 Budget	Fund Balance Increase / (Decrease)*
01-98-00-8200	Transfer OUT to from General Fund	\$0	\$25,000	(\$25,000)
20-98-00-8200	Transfer IN to Medical Service Fund	\$0	\$25,000	\$25,000
20-03-00-XXXX	Medical Service Expenditures (COVID-19)	\$0	\$25,000	(\$25,000)
Total Appropriation at this time for COVID-19 response supplies & wages				(\$25,000)

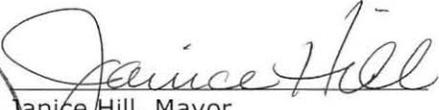
\* A positive amount in this column is favorable. A negative amount is unfavorable.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS  
28th DAY OF APRIL, 2020.

ATTEST:

  
Alekka Fullerton, Borough Clerk



  
Janice Hill, Mayor



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 20-1013Assembly Meeting Date: 05/26/20

Business Item Description:	Attachments:
Subject: Authorize Loan Application with ADEC for AC Pipe Replacement Project (\$1,000,000)	1. Ordinance 20-04-568 2. Draft Loan Agreement 3. Resolution 19-07-819
Originator: Contracts & Grants Administrator	
Originating Department: Administration	
Date Submitted: 4/22/20	

**Full Title/Motion:**

Motion: Adopt Ordinance 20-04-568.

**Administrative Recommendation:**

This ordinance is recommended by the Director of Public Facilities.

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ Loan of \$829,860	\$ 0	\$ 0	Later resolution for project award

**Comprehensive Plan Consistency Review:**Comp Plan Goals/Objectives:  
Objective 15B, Page 252Consistent:  Yes  No**Summary Statement:**

The assembly adopted Resolution No. 19-07-819 to authorize applying to ADEC for a low-interest loan through the Alaska Drinking Water Fund for the Small Tracts/Mud Bay/Front AC Pipe Replacement project. ADEC has authorized a loan for the project in the amount of up to \$1,329,860, with an additional \$500,000 of the loan amount offered as a subsidy in the form of principal forgiveness (grant).

The new total project will be \$2,329,860 and forgiveness in the amount of \$1,000,000.

**Referral:**

Referred to:

Referral Date:

Recommendation:

Meeting Date:

**Assembly Action:**

Meeting Date(s): 4/28/20, 5/12/20, 5/26/20

Public Hearing Date(s): 5/12/20, 5/26/20

Postponed to Date:

**An Ordinance of the Haines Borough authorizing the Borough Manager to enter into a loan agreement in the amount of up to \$1,329,860 with the Alaska Department of Environmental Conservation for the Small Tracts/Mud Bay/Front AC Pipe Replacement project.**

**WHEREAS**, on July 18, 2019, the Borough Assembly adopted Resolution No. 19-07-819 that authorized the Borough Manager to apply to the Alaska Department of Environmental Conservation (ADEC) for a low-interest loan through the Alaska Drinking Water Fund (ADWF) for the Small Tracts/Mud Bay/Front AC Pipe Replacement project; and

**WHEREAS**, the ADEC has authorized an ADWF loan for the Small Tracts/Mud Bay/Front AC Pipe Phase 2 Replacement project in the amount of \$1,329,860, with \$500,000 of the loan amount offered as a subsidy in the form of principal forgiveness (grant) under a federal "disadvantage assistance" program; and

**WHEREAS**, Haines Borough Charter Section 3.03 requires assembly authorization by ordinance when borrowing money,

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE HAINES BOROUGH, ALASKA:**

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

Section 2. Effective Date. This ordinance shall become effective immediately upon adoption.

Section 3. Purpose. Authorize the Borough Manager to accept a loan from the Alaska Department of Environmental Conservation.

The Haines Borough authorizes the Borough Manager to execute a loan \$1,329,860 agreement with the ADEC pursuant to the Borough's loan application to the ADWF for \$1,329,860 for the Small Tracts/Mud Bay/Front AC Pipe Replacement project, as well as any and all documents that may be required by the ADEC to reflect indebtedness, the terms of repayment, and any security therefore, including an agreement for the loan and promissory note.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS 28<sup>th</sup> DAY OF April 2020.

ATTEST:

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

\_\_\_\_\_  
Aleka Fullerton, CMC, Borough Clerk

Date Introduced: 04/28/20  
Date of First Public Hearing: 05/12/20  
Date of Second Public Hearing: 05/26/20



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

Department of Environmental  
Conservation

DIVISION OF WATER  
State Revolving Fund Program

P.O. Box 111800  
Juneau, Alaska 99811-1800  
Main: 907.465.6594  
Fax: 907.465.5177

April 20, 2020

Ms. Debra Schnabel  
Borough Manager  
Haines Borough  
P.O. Box 1209  
Haines, Alaska 99827

Re: Loan Amendment No. 1 for Small Tracts/Mud Bay/Front Asbestos Cement (AC) Pipe  
Replacement (ADWF No. 395251)

Dear Ms. Schnabel:

Enclosed for signature is the loan amendment for the Small Tracts/Mud Bay/Front Asbestos  
Cement (AC) Pipe Replacement (Alaska Drinking Water Fund No. 395251), which modifies the  
scope of work, increases the principle forgiveness by \$500,000 for a new total of \$1,000,000, and  
increases the loan amount by \$1,329,860 for a new total of \$2,329,860.

Please return a copy of the fully signed loan amendment to [DECDASGRANTLOANADMIN@alaska.gov](mailto:DECDASGRANTLOANADMIN@alaska.gov)  
or mail a hard copy to the address identified below. The signed original agreement should be retained for  
your records.

Alaska Department of Environmental Conservation  
Division of Administrative Services  
Attn: Grant Administrative Section  
555 Cordova Street, 4<sup>th</sup> Floor  
Anchorage, Alaska 99501

This loan is not effective, and no disbursements will be made, until the Department has received a  
copy of the fully signed agreement. If you have any questions regarding the loan agreement you may  
contact Carrie Bohan, Program Manager, at 465-5143 or Beth Verrelli, Project Engineer, at 269-  
7603.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Bates".

Randy Bates  
Director

Enclosure: ADWF No. 395251 Small Tracts/Mud Bay/Front Asbestos Cement (AC) Pipe  
Replacement Loan Amendment No. 1



**State of Alaska  
Department of Environmental Conservation  
Division of Water  
State Revolving Fund Program**

**ALASKA DRINKING WATER FUND LOAN AGREEMENT**

**AMENDMENT 1**

**Haines Borough**

**Small Tracts/Mud Bay/Front Asbestos Cement (AC) Pipe Replacement  
LOAN NUMBER 395251**

As of April 20, 2020, the loan agreement made by the Alaska Department of Environmental Conservation (the Department) and the Haines Borough (the Borrower) for the Small tracts/Mud Bay/Front Asbestos Cement (AC) pipe replacement (Alaska Drinking Water Loan No. 395251) on April 15, 2019, is amended to modify the scope of work, increase the loan by \$1,329,860 for a new loan amount of \$2,329,860, and increases the funding subsidy (principal forgiveness) by \$500,000 for a new total of \$1,000,000.

This amendment modifies Section 1.1. (a), Section 1.1. (f), Section 1.1. (g), and Section 4.1. All other terms and conditions remain the same.

Section 1.1.(a) is amended as follows:

- (a) “Approved Application” means the application submitted to the Department on December 28, 2018, and the application for the scope change and loan increase submitted on February 13, 2020, together with all attachments and supporting documentation, as approved by the Department and the Borrower.

Section 1.1 (f) is amended as follows:

- (f) “Eligible Project Costs” include the following costs disbursed from the Alaska Drinking Water Fund, estimated to not exceed \$2,329,860; engineering and construction for the Project Facility; surveys, plans, estimates, and specifications; financial and environmental investigations; laboratory testing; purchase of any equipment that requires a long lead time for manufacture and delivery, legal expenses; and any other necessary miscellaneous expenditures, minus the amount of any grant application foregoing costs.

Section 1.1.(g) is amended as follows:

- (g) “Project Facility” means the facility to be constructed pursuant to this Agreement, as described generally in the approved applications dated December 28, 2018 and February 13, 2020. The original scope was to replace approximately 3,300 asbestos cement (AC) pipe with polyvinyl chloride (PVC) pipe on Small Tracts/Mud Bay Roads and Front Street. The

AC pipe is aging and deteriorating; PVC replacement will prevent leaks or major line breaks.

This Amendment 1 modifies the scope to replace approximately 3,400 feet of asbestos cement (AC) pipe with polyvinyl chloride (PVC) or high density polyethylene (HDPE) pipe on Small Tracts/Mud Bay roads, and Front Street. The AC pipe is aging and deteriorating; PVC or HDPE replacement will prevent leaks or major line breaks.

Section 4.1 is amended as follows:

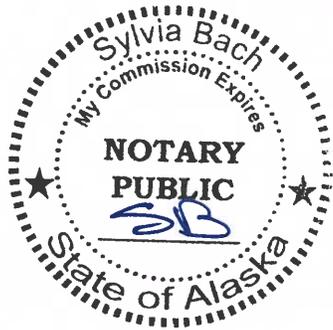
This loan is made to the Borrower from the Alaska Drinking Water Fund for the maximum amount of \$2,329,860. Of this total amount, \$1,000,000 is offered to the Borrower as a funding subsidy in the form of principle forgiveness for disadvantaged community assistance. Any subsidy funds not used within one year of the date of this agreement may be withdrawn by the Department. All remaining unsubsidized funds will be repaid as provided in the following sections.

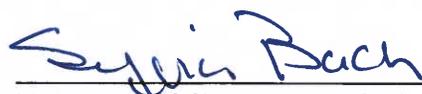
**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

By:   
Randy Bates, Director  
Division of Water

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
First Judicial District**

The foregoing instrument was acknowledged before me this 20 day of April, 2020



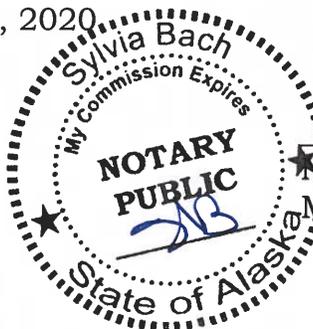
  
Notary Public, State of Alaska  
My commission expires: 11/1/2021

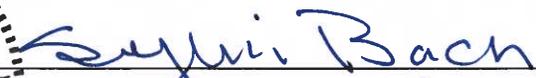
**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

By:   
Elizabeth Pederson, Finance Officer  
Division of Administrative Services

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
First Judicial District**

The foregoing instrument was acknowledged before me this 22 day of  
April, 2020



  
Notary Public, State of Alaska  
My commission expires: 4/30/2022

**Haines Borough**

By: \_\_\_\_\_  
Debra Schnabel  
Borough Manager

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
First Judicial District**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public, State of Alaska  
My commission expires: \_\_\_\_\_

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to apply to the State of Alaska, Department of Environmental Conservation for a loan from the Alaska Drinking Water Fund for the project entitled Small Tracts/Mud Bay AC Pipe Replacement Phase 2.**

**WHEREAS**, the Small Tracts/Mud Bay AC Pipe Replacement Phase 2 project would replace approximately 2,900 feet of asbestos cement (AC) pipe with C-900 PVC on Small Tracts and Mud Bay roads; and

**WHEREAS**, the AC pipe in this area is brittle and prone to leaks; and

**WHEREAS**, the Haines Borough seeks to obtain the necessary financial assistance for the project; and

**WHEREAS**, the State of Alaska, Department of Environmental Conservation (ADEC) is able to offer funding through the Alaska Drinking Water Fund; and

**WHEREAS**, the project currently is ranked second on an Alaska Drinking Water Fund priority list for fiscal year 2020; and

**WHEREAS**, the loan questionnaire received additional points as a public health project that "will correct potential long-term, chronic health threats, or resolve serious distribution system problems or leaks"; and

**WHEREAS**, the loan of up to \$1,329,860 would be repaid over no more than a 20-year term, with an estimated 1.5 percent finance rate; and

**WHEREAS**, the loan has a \$500,000 subsidy in the form of principal forgiveness, the maximum subsidy granted for Disadvantaged Community Assistance; and

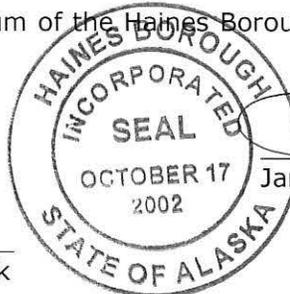
**WHEREAS**, upon receiving the loan agreement document, Haines Borough Charter Section 3.03 will require assembly authorization by ordinance to borrow the money,

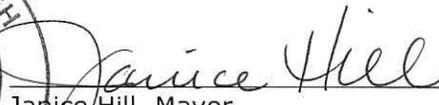
**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to apply to the State of Alaska, Department of Environmental Conservation for a loan from the Alaska Drinking Water Fund for the project entitled Small Tracts/Mud Bay AC Pipe Replacement Phase 2.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 18th day of July, 2019.

Attest:

  
Alekka Fullerton, CMC, Borough Clerk



  
Janice Hill, Mayor

# ACTING MANAGER'S REPORT

DATE: May 21, 2020  
TO: Mayor and Borough Assembly  
FROM: Alekka Fullerton, Acting Borough Manager

## Administration

- **Staff Support**: Expect to see some reshuffling/reassigning of Staff to accommodate the current climate. I will be in a position to provide more information on this subject at the next meeting.
- **Admin Building**: After consultation with Staff, the Borough Admin Building was reopened to the general public on an appointment basis. We put safeguards in place to protect both Staff and the public. We ask members of the public to wear masks when discussing permits, etc. with Staff. If members of the public are uncomfortable wearing masks, Staff will be staying at least 6 feet from the public while helping them.
- **Other Borough Buildings**: I have been in contact with other Borough Departments to discuss their reopening plans. As you have already been advised, the Library has already devised a reopening plan and will continue to reassess that plan as appropriate.
- **Shift in Thinking**: Today I had a shift in thinking from the short-term "emergency" measures to long-term "new normal" safeguards. I have asked Staff to think about requested changes that could be made in their departments to keep their Staff and the public safer. I believe that social distancing will be an on-going concern. I believe CARES Act money is available to help with such modifications.
- **Small Claims Action**: George Campbell was awarded \$866.20 in his Small Claims Action against the Borough. This action has led to the development of a change in Borough Policy with respect to notification of homeowners prior to entering onto private property (non-emergency and with certain exceptions). I have engaged Mr. Campbell to help me in the creation of such policy- expect to see it soon.

## Finance/Insurance

- **FY21 Budget Process**
  - As you already know, our Finance Director, Jila Stuart is an invaluable resource. I deeply appreciate her guidance and dedication to the Haines Borough. She has been very patient with me as she brings me up to speed on the budgeting process. Together we have been working to present a plan to the Assembly with respect to paying the school bond debt which includes re-appropriating CIP funds (50%), further budget cuts (25%) and invading the fund balance (25%).
  - Staff is working very hard and bringing creative ideas to the table for discussion (read Ed's Lottery!). I appreciate the brainstorming because I firmly believe that good ideas come from such discussions.

## Information Technology

- **Assembly Chambers**: Our current ZOOM system is sub-par. As we return to in-person meetings, we will still need to make provisions for social distancing. I still like the idea of providing better access to people at home during assembly meetings. Since it appears Assembly chambers will be staying where it is for the foreseeable future, I will be working with Ed and our IT Staff to improve our communication. Thank you to Eric and Steve for

providing on site IT support during meetings. Again, I believe this is appropriately a CARES Act expense.

- **Telecommuting:** Our IT Consultant, Kingfisher Consulting (Warren and Austin) have been providing support for employees working from home. We have increased our VPN (Virtual Personal Network) capacity to accommodate these changes. This, again, is a CARES Act expense.
- **Disaster Recovery:** Warren and Austin have also been working on a Disaster Recovery Plan to help us remain in business in the case of an emergency (physical or cyber) which threatens to curtail all Borough functions.

### **Lands-Assessment-Planning & Zoning**

- **Board of Equalization:** Congratulations to Dean and Donna for whittling down the 80 appeals to 5 Board of Equalization issues (and two of those have pending resolutions)! They have been working very long hours to make sure that citizens' concerns are considered and addressed. **The BOE is scheduled for 5/28/20 at 6:30 pm.**

### **Parks and Recreation**

- **Pool:** RenSys is scheduled to return to Haines to (hopefully) finalize repairs on the pool. It is still on schedule to be reopened at the end of July.
- **Seasonal Parks Staff:** Application deadline was yesterday for the Seasonal Parks Laborer. We expect to hire by next week.

### **Police Department**

- Chief Scott continues to meet all scheduled Seaplanes flights and ferries to remind passengers of quarantine recommendations/requirements.

### **Ports and Harbors**

- **Lutak Dock/RoRo**
  - Lease Negotiations will be discussed in Executive Session.
  - Update Appraisal. I have contracted with Integra Realty Resources to update the appraisal (required to be within one year of the beginning of the lease term per HBC 14.16.090) for \$350 per hour not to exceed \$3,500.
  - Existing permitting requires construction to be complete by October 31.
- **Sport Ramp Project**
  - Hamilton is starting to mobilize and expects to start stockpiling materials here next week. Actual work is scheduled to start June 3.

### **Public Facilities**

- **BUILD Grant for Lutak Dock:** Carolann submitted an application for \$27 million for the rehabilitation of the Lutak Dock. Thank you to her for all of her good work and long hours invested in the application. I also understand she put together a team to help in the development of Grant so thank you to everyone who participated.
- **Bidding projects:**
  - Small Tracts/Mud Bay Road AC Pipe Replacement
  - Piedad Springs Expansion
  - Harbor Diesel Tanks Replacement



# Memo

8B

**Date:** May 20, 2020

**To:** Borough Assembly

**From:** Steven Auch, Tourism Director

**Subject:** Small Cruise Ship Calls To Haines

American Cruise Lines has reached out to the Haines Borough (and other communities in Southeast Alaska) as they want to know if they can resume cruises when the state's 14-day quarantine mandate is lifted. Because they are small-sized vessels, and U.S. flagged, they are not bound to the same restrictions that most of the larger cruise lines are. In their correspondence they have included a slide presentation regarding steps they are taking to address COVID-19. While their presentation does address some issues, there are still many unanswered questions.

Because this is an issue that is important to many communities in Southeast Alaska, Alaska Municipal League's (AML) Southeast members have met several times recently to discuss small cruise ship sailings. Both Mayor Hill and I have been included in these calls, and it is clear there is desire for regional unity, as well as shared concern. AML is working to create a collaborative response to the industry with public health as a priority. They have also included industry stakeholders in conversations as well. I strongly encourage the Haines Assembly to support this working group in being the shared voice for the communities of Southeast Alaska regarding small cruise traffic.

I have responded to American Cruise Lines officials letting them know that our Assembly will be discussing cruise ship traffic at their next meeting, and I will respond to their inquiry after that. Please let me know if you have any questions.

## Haines Borough Sales Tax

March 2020 Compared to March 2019



<u>Business Activity</u>	<u>2019 March</u>	<u>2020* March</u>	<u>Increase / (Decrease)</u>
Retail	\$ 57,899	\$ 69,623	\$ 11,724
Services	37,806	37,860	54
Petroleum & Auto	28,171	29,009	838
Construction	17,528	17,897	368
Eating & Drinking	19,940	11,813	(8,127)
Lodging & Leases	14,279	6,420	(7,859)
Tourism	11,567	2,773	(8,793)
Online	<u>5,564</u>	<u>5,921</u>	356
	<u>\$ 192,755</u>	<u>\$ 181,317</u>	<u>\$ (11,438)</u>

\* Figures for March 2020 will go up slightly as delinquent returns or remote mailed returns are received.



Haines Borough  
Planning Commission Meeting  
March 12th, 2019  
MINUTES

Approved

1. **CALL TO ORDER/PLEDGE TO THE FLAG:** - Chairman **Lapham** called the meeting to order at 6:30 p.m. in assembly chambers and led the pledge to the flag.
2. **ROLL CALL:** - **Present:** Chairman- Diana **Lapham**; Don **Turner Jr.**; Rob **Goldberg**; Lee **Heinmiller**; and Zack **Ferrin**. **Absent:** Jessica **Kayser Forster**

**STAFF PRESENT:** Debra **Schnabel**, Borough Manager; Ed **Coffland** Public Facilities Director; and Savannah **Maidy**, Planning and Zoning Tech.

**OTHERS PRESENT:** Jan Hill, Brenda Josephson, Margarete Friedenauer, Greg Schlachter, Roger Schnabel, Marita Hartman,

3. **APPROVAL OF AGENDA:**

The following items were on the published consent agenda indicated by an asterisk (\*):

4 – Approval of Minutes

**Motion:** **Ferrin** moved to “approve the agenda and the consent agenda” and the motion carried unanimously.

4. **APPROVAL OF MINUTES:**

*The February 14, 2019 Minutes were approved as part of the approval of the consent agenda.*

5. **PUBLIC COMMENTS:** None
6. **ASSEMBLY LIAISON REPORT:** **Josephson** reported that the public notice ordinance was introduced to the assembly and will begin the public hearing process.
7. **COMMISSION COMMENTS:** **Turner Jr.**
8. **CHAIRMAN'S REPORT:** **Lapham** reported that she received a letter of resignation from Sylvia **Heinz**.
9. **STAFF REPORT:** **Maidy** reported that Reitze CUP #19-58 has failed to meet all of the conditions of approval. CUP #19-58 may be reheard during the April Meeting.
10. **PUBLIC HEARINGS:**

- A. **Dusty Trails Variance Application #20-3 (C-MIS-0P-0100)** – Action Item – BPS Architects seek a variance regarding the number of required parking spaces for Dusty Trails Apartments

**Motion:** **Goldberg** moved to “Approve Variance Application #20-3” and the motion carried unanimously

- B. **Dusty Trails Conditional Use Permit Application #20-2 (C-MIS-0P-0100)** – Action Item – BPS Architects seeks approval for the reconstruction of E Building of Dusty Trails Apartments.

**Motion:** **Goldberg** moved to “Approve conditional use permit application #20-2 with the condition that BPS Architects submit a HAZMAT plan to the Planning Commission for approval before demolition begins” and the motion carried unanimously

**11. UNFINISHED BUSINESS:**

- A. Highland Estates C-TNS-21-0300** – Conditional Use Permit #19-25 – The applicant is requests approval of amended site plan.

**Motion:** Ferrin moved to “Approve amended site plan for CUP #19-25” and carried unanimously.

**12. NEW BUSINESS:**

**A. Historic District/Building Review:**

**B. Haines Borough Code Amendments:**

**C. Project Updates:**

**D. Other New Business:**

- 1. RFP for Public Engagement and Update of Haines Borough 2025 Comprehensive Plan Action Summary Bid** - Action Item - Review and Selection of contractors for the update of the Comprehensive Plan Action Summery.

*Staff Note: no recommendation was made.*

**13. COMMISSION COMMENTS:** None

**14. CORRESPONDENCE:**

- A.** Correspondence from DOT&PF Regarding the Inter-Disciplinary Team.

**15. SET MEETING DATES:**

- A.** Regular Meeting: – **Thursday, April 9<sup>th</sup>, 2020 at 6:30 p.m. at Assembly Chambers.**

**16. ADJURNMENT:** 7:48pm



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 20-1022

Assembly Meeting Date: 5/26/2020

Business Item Description:	Attachments:
Subject: Authorize Execution of Grant Agreement for Accepting Coronavirus Relief Funds of \$4,007,216.22.	1. Resolution 20-05-866 2. Coronavirus Relief Fund Grant Agreement
Originator: Administration	
Originating Department: Borough Administration	
Date Submitted: 5/15/2020	

Full Title/Motion:
Motion: Adopt Resolution 20-05-866

Administrative Recommendation:
This resolution is recommended by the Mayor and the Acting Manager.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ See below	\$ 0	Reduced maintenance costs

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

Summary Statement:
The State of Alaska Department of Commerce, Community, and Economic Development, Division of Community and regional Affairs has offered the Haines Borough Coronavirus Relief Funds in the amount of \$4,007,216.22. It is recommended that the Haines Borough accept the funds and authorize the Mayor to execute the Grant Agreement.

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

Assembly Action:	
Meeting Date(s): 5/26/2020	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly accepting  
Coronavirus Relief Funds in the amount of \$4,007,216.22**

**WHEREAS**, The Haines Borough has applied for Grant Funds from the State of Alaska due to the Haines Borough COVID-19 pandemic response; and

**WHEREAS**, The Haines Borough has been awarded and hereby accepts the amount of \$4,007,216.22 for costs that are for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) from the Alaska Department of Commerce, Community and Economic Development (hereinafter "Department"); and

**WHEREAS**, the Haines Borough wishes to provide the above described funds for the community of the Haines Borough,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly accepts Coronavirus Relief Funds from the Alaska Department of Commerce, Community and Economic Development in the amount of \$ 4,007,216.22

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 26th day of May, 2020.

Attest:

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

\_\_\_\_\_  
Aleka Fullerton, CMC, Borough Clerk



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

CORONAVIRUS RELIEF FUND  
Grant Agreement

Grant Agreement Number		Vendor Number		Amount of Federal Funds	
GAE	Appropriation Unit	Lapse Date	Project Title Section 601(a) of the Social Security Act as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act; P.L. 116-136)		
<b>Grantee</b>			<b>Department Contact Person</b>		
Name <b>Haines Borough</b>			Name <b>Lynn Kenealy</b>		
Street/PO Box PO Box 1209			Title <b>Local Government Specialist</b>		
City/State/Zip Haines, AK 99827			Street/PO Box <b>550 West 7<sup>th</sup> Ave, Suite 164</b>		
Contact Person Jila Stuart, CFO			City/State/Zip <b>Anchorage, AK 99501</b>		
Phone <b>907-766-6403</b>	Fax <b>907-766-2716</b>		Phone <b>907-269-8122</b>	Fax <b>907-269-</b>	
Email <b>jstuart@haines.ak.us</b>			Email <b>ResourceDesk@alaska.gov</b>		

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

**Section I.** The Department shall pay the Grantee the identified amounts under the terms outlined in this Agreement. The amount of the payment is based upon expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$ 4,007,216.22**.

**Section II.** The Grantee shall only use the funds provided under this Agreement to reimburse itself, or to pay necessary expenses incurred, as a result of the public health emergency stemming from the Coronavirus Disease 2019 (COVID-19).

**Section III.** The Grantee may only use the funds provided under this Agreement for expenses that were not accounted for in its most recently approved budget as of March 27, 2020; and that were incurred during the period of March 1, 2020 and December 30, 2020. Unexpended funds must be returned to the State on or before March 30, 2021.

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

ATTACHMENTS

Attachment A: Scope of Work  
Attachment B: Payment Method  
Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulation

Grantee	State of Alaska Approvals
Signature	<b>DCEED Signature</b>
Printed Name and Title	Printed Name and Title
Date	Date
	<b>OMB Signature</b>
	Printed Name and Title
	Date

Reviewed by: \_\_\_\_\_

## Attachment A Scope of Work

### 1. Authorized Use of Grant Funds

The purpose of the grant funds is to provide Grantee with funding available under Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Expenditures must be used for actions taken to respond to the public health emergency declared by the Governor on March 11, 2020. Such actions may include expenditures incurred to allow Grantee to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Grant payments may be used only to cover costs that were not accounted for in the Grantee’s budget most recently approved as of March 27, 2020. A cost meets this requirement if either: (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the Grantee, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the Grantee in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account. A cost is “incurred” when the Grantee has expended funds to cover the cost.

Expenditures using Fund payments must be “necessary.” Funds provided to Grantee as a direct payment from the State of Alaska pursuant to this grant agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Alaska.

Any funds provided pursuant to this grant agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

Funds received pursuant to this grant agreement cannot be used for expenditures for which a local government entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

### 2. Grant Budget

Payment Allotments	Payment Amounts
Payment 1	\$ 2,146,590.72
Payment 2	\$930,312.75
Payment 3	\$930,312.75
<b>Total Grant Funds</b>	<b>\$4,007,216.22</b>

### **3. Grant Management**

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

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

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

### **4. Reporting**

The Grantee shall submit a completed COVID-19 Expenditures by Community Report Form provided by the Office of Management and Budget each month, during the life of the Grant Agreement. COVID-19 Expenditures by Community Report Forms are due to the Office of Management and Budget thirty (30) days after the end of the month being reported. The report period is the first of the month through the last day of the month. The final COVID-19 Expenditures by Community Report must be submitted within thirty (30) days following completion of the grant.

## **Attachment B Payment Method**

### **1. Advance Payment**

Payments will be made to Grantees in advance of demonstrated need to respond to the public health emergency in three separate payments. Second and third payments will only be made when at least 80% of the prior payments have been expended. Payments by the State of Alaska to Grantee do not constitute approval of funds expended by Grantee. By making payment to Grantee, the State of Alaska makes no representations, express or implied, that Grantee has complied with the federal requirements governing Coronavirus Relief Funds.

Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

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

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

## **Attachment C**

### **Standard Provisions**

#### **Article 1. Definition**

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

#### **Article 2. Indemnification**

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

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

#### **Article 3. Legal Authority**

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

#### **Article 4. Waivers**

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

#### **Article 5. Access to Records**

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

#### **Article 6. Reports**

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

**Article 7. Retention of Records**

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

**Article 8. Assignability**

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

**Article 9. Financial Management and Accounting**

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

**Article 10. Program Income**

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

**Article 11. Amendments and Modifications**

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

**Article 12. Recordkeeping**

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

**Article 13. Obligations Regarding Third-Party Relationships**

No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

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

#### **Article 14. Conflict of Interest**

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

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

#### **Article 15. Political Activity**

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

#### **Article 16. Notices**

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

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

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

#### **Article 18. Termination by Mutual Agreement**

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

#### **Article 19. Termination for Cause**

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

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

**Article 20. Withdrawal of Funds**

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

**Article 21. Recovery of Funds**

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

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

**Article 22. Disputes**

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

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

**Article 23. Jurisdiction**

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

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

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

**Article 25. Site Control**

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

**Article 26. Insurance**

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

- A. Workers’ Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.
- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this Grant Agreement which result in financial loss to the State. Limits required are per the following schedule:

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

**Article 27. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska.

**Article 28. Governing law**

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

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. .

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

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

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

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

#### **Article 31. Public Purposes**

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

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

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

#### **Article 32. Operation and Maintenance**

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

#### **Article 33. Assurance**

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

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

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

#### **Article 35. Severability**

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

#### **Article 36. Performance**

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

#### **Article 37. Sovereign Immunity**

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

### **Article 38. Audit Requirements**

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

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at [http://doa.alaska.gov/dof/ssa/audit\\_guide.html](http://doa.alaska.gov/dof/ssa/audit_guide.html).

### **Article 39. Close-Out**

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

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

### **Article 40. Americans with Disabilities Act**

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

## Appendix A State Laws and Regulations and Permits

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

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

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

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

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

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

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

### **Fire Protection—AS 18.70**

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

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

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

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

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

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

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

### **Permits and Environmental Procedures**

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

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



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 20-1022Assembly Meeting Date: 05/26/20

Business Item Description:	Attachments:
Subject: FY21 Unincorporated Community Revenue Sharing	1. Resolution 20-05-870
Originator: Chief Fiscal Officer	
Originating Department: Finance	
Date Submitted: 05/09/20	

Full Title/Motion:
Motion: Adopt Resolution 20-05-870.

Administrative Recommendation:
This resolution is recommended by the Chief Fiscal Officer.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ 0	\$ 0	See Attached

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives: Objective 2C, Page 57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
AS 29.60.865 and 3 AAC 180.070 require the assembly of a borough or unified municipality to annually adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Community Revenue Sharing Program eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110. The unincorporated communities have an incorporated nonprofit entity that will agree to receive and spend the Community Revenue Sharing payment for the public benefit of the unincorporated communities. This resolution certifies the following unincorporated communities and their respective incorporated nonprofit entity are eligible for funding under the FY21 Community Revenue Sharing Program: Haines Townsite (Haines Volunteer Fire Department) and Klehini Valley (Klehini Valley Volunteer Fire Department).

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

Assembly Action:	
Meeting Date(s): 05/26/20	Public Hearing Date(s): _____
	Postponed to Date: _____

**A Resolution of the Haines Borough Assembly approving certain unincorporated communities and their respective nonprofit entity for participation in the FY21 Community Assistance Program.**

**WHEREAS**, AS 29.60.865 and 3 AAC 180.070 require the assembly of a borough or unified municipality to adopt a resolution identifying those unincorporated communities located within their municipal boundaries that the assembly determines meet the Community Assistance Program eligibility criteria established under AS 29.60.865, AS 29.60.879, and 3 AAC 180.110; and

**WHEREAS**, the unincorporated community has an incorporated nonprofit entity that will agree to receive and spend the Community Assistance payment for the public benefit of the unincorporated community; and

**WHEREAS**, the unincorporated community has 25 or more residents residing as a social unit; and

**WHEREAS**, the incorporated nonprofit entity will receive and spend the Community Assistance payment for operating or capital expenditures directly related to the provision of one or more of the services listed below; and

**WHEREAS**, at least three of the following services: fire protection, emergency medical, water and sewer, solid waste management, public road or ice road maintenance, public health, and search and rescue are generally available to all residents of the unincorporated community and each of the three services, in any combination, are provided by one or more qualifying incorporated nonprofit entity or are substantially paid for by the residents of the unincorporated community through taxes, charges, or assessments levied or authorized by the borough or unified municipality,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly hereby certifies that the following unincorporated communities and their respective incorporated nonprofit entity are eligible for funding under the FY21 Community Assistance Program:

Unincorporated Community  
HAINES TOWNSITE  
(inc. Lutak and Mud Bay)

Native Village Council or Nonprofit Entity  
HAINES VOLUNTEER FIRE DEPARTMENT

KLEHINI VALLEY (Mosquito Lake) KLEHINI VALLEY VOLUNTEER FIRE DEPARTMENT

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 26th day of May, 2020.

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

Attest:

\_\_\_\_\_  
Aleka Fullerton, Borough Clerk



**Haines Borough  
Assembly Agenda Bill**

**Agenda Bill No.:** 20-1024  
**Assembly Meeting Date:** 5/26/2020

Business Item Description:	Attachments:
Subject: Amending Delta Western Lease	1. Resolution 20-05-867 2. Lease Amendment 3. Original Lease
Originator: Harbormaster	
Originating Department: Ports and Harbor	
Date Submitted: 5/15/2020	

**Full Title/Motion:**  
Motion: Adopt Resolution 20-05-867

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

**Fiscal Impact:**

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ See below	\$ 0	Reduced maintenance costs

**Comprehensive Plan Consistency Review:**

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

Delta Western would like to lease additional property adjacent to their existing leased land at Lutak Dock. The Borough attorney has prepared the attached Lease Modification. Per HBC 14.16.180(E), such lease modification requires assembly approval by Resolution. Delta Western would like to commence work on June 1.

**Referral:**

Referred to:	Referral Date:
Recommendation:	Meeting Date:

**Assembly Action:**

Meeting Date(s): 5/26/2020	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly Authorizing the Borough Mayor to Enter into a Lease Modification with Delta Western, Inc.**

**WHEREAS**, On January 1, 2011, the Haines Borough entered into a 20 year lease with Delta Western, Inc. for a portion of the Lutak upland property; and

**WHEREAS**, Delta Western, Inc., has requested an amendment to the Lease Agreement to add 4350 sq.ft of uplands (50' X 87') adjacent to their existing lease; and

**WHEREAS**, Delta Western, Inc. has agreed to pay an additional \$0.80/sq. ft. which is based upon the most recent \$8.00 per sq.ft appraisal rate for Lutak Dock uplands; and

**WHEREAS**, the area Delta Western wishes to lease will not impact the other business operations on Lutak Dock; and

**WHEREAS**, Haines Borough Code Section 14.16.180(E) provides for *Lease Modification. No lease may be modified orally or in any manner other than by agreement in writing signed by all parties in interest or their successors in interest pursuant to resolution of the assembly;* and

**WHEREAS**, Delta Western, Inc. has accepted the terms of the proposed Lease Modification No.1,

**NOW, THEREFORE, BE IT RESOLVED** by the Haines Borough Assembly that the Borough Mayor is authorized to enter into the Lease Modification No. 1 with Delta Western, Inc. to lease additional Lutak Dock uplands for \$3,480 per year.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 26<sup>th</sup> day of May, 2020.

\_\_\_\_\_  
Jan Hill, Mayor

Attest:

\_\_\_\_\_  
Aleka Fullerton, CMC, Borough Clerk

MODIFICATION NO. 1

That certain Lutak Land Lease Agreement entered into on January 1, 2011 by and between the Haines Borough as Lessor and Delta Western, Inc. as Lessee (“Lease Agreement”) is hereby modified as follows:

1. Exhibit A is modified to read as follows:

**EXHIBIT A**

**HAINES BOROUGH  
LUTAK LAND LEASE AGREEMENT DEMISED PREMISES  
LEGAL DESCRIPTION**

Lessor hereby leases those premises designated as “Lot Totem” herein called the “Demised Premises,” described as follows:

Premises One:

A fraction of land within Tract E, of which is the S ½, SW ¼, SW ¼, Section 10, T. 30S, R 59E, C.R.M. more particularly described:

Commencing at Corner 1, Alaska Tidelands Survey No. 1194, thence S 16° 21’ 12” E., 735.59 feet, to the point of beginning; from which Corner 1, U.S.S. 3704 bears N. 56° 21’ 02” W 644.62 feet; thence S 17° 48’ 05” W 366.31 feet; thence S 72° 11’ 54” E 654.51 feet; thence N 0° 04’ 00” W 384.87 feet; from which the Southwest corner of Lot 4, Lutak Dock Lease bears N. 25° 58’ 38” E 384.66 feet; thence 72° 11’ 54” W 535.47 feet, to the point of beginning.

Containing 217,984.29 square feet, along with an easement from said Lot Totem to Lot 4, Lutak Dock for the purpose of pipelines, and rights of egress and ingress to the property from Lutak Road.

Premises Two:

A 16’ x 70’ strip of land adjacent to and easterly of the existing Fuel Loading Facility (“Bulk Station”) at Lutak Dock as identified and colored in red in the attached Exhibit D.

And effective June 1, 2020 leases those premises designated as Additional Truck Rack which shall also be considered included as part of the “Demised Premises”, described as follows:

Premises Three:

A 50' x 87' strip of land adjacent to and westerly of the existing Truck Loading Rack Area at Lutak Dock as identified and colored in red in the attached Exhibit E.

2. Section 4.1 is modified to add an additional subsection (d) to read as follows:

(d) Commencing June 1, 2020 and continuing through December 31, 2025 the Rent due under Section 4.1(a) shall be increased by \$3,480 dollars per annum. The first semi-annual installment plus an additional pro-rated monthly rent of \$290 shall be payable on July 1, 2020. On January 1, 2026 and thereafter, the additional rent due by reason of the addition of Premises Three shall be subject to adjustment in accordance with Section 4.2.

3. No other provisions in the Lease Agreement are altered by this amendment.

IN WITNESS WHEREOF, the parties hereto have executed this document by and through their duly authorized persons.

LESSOR:

LESSEE:

HAINES BOROUGH

DELTA WESTERN, INC.

By: \_\_\_\_\_  
Janice Hill, Mayor

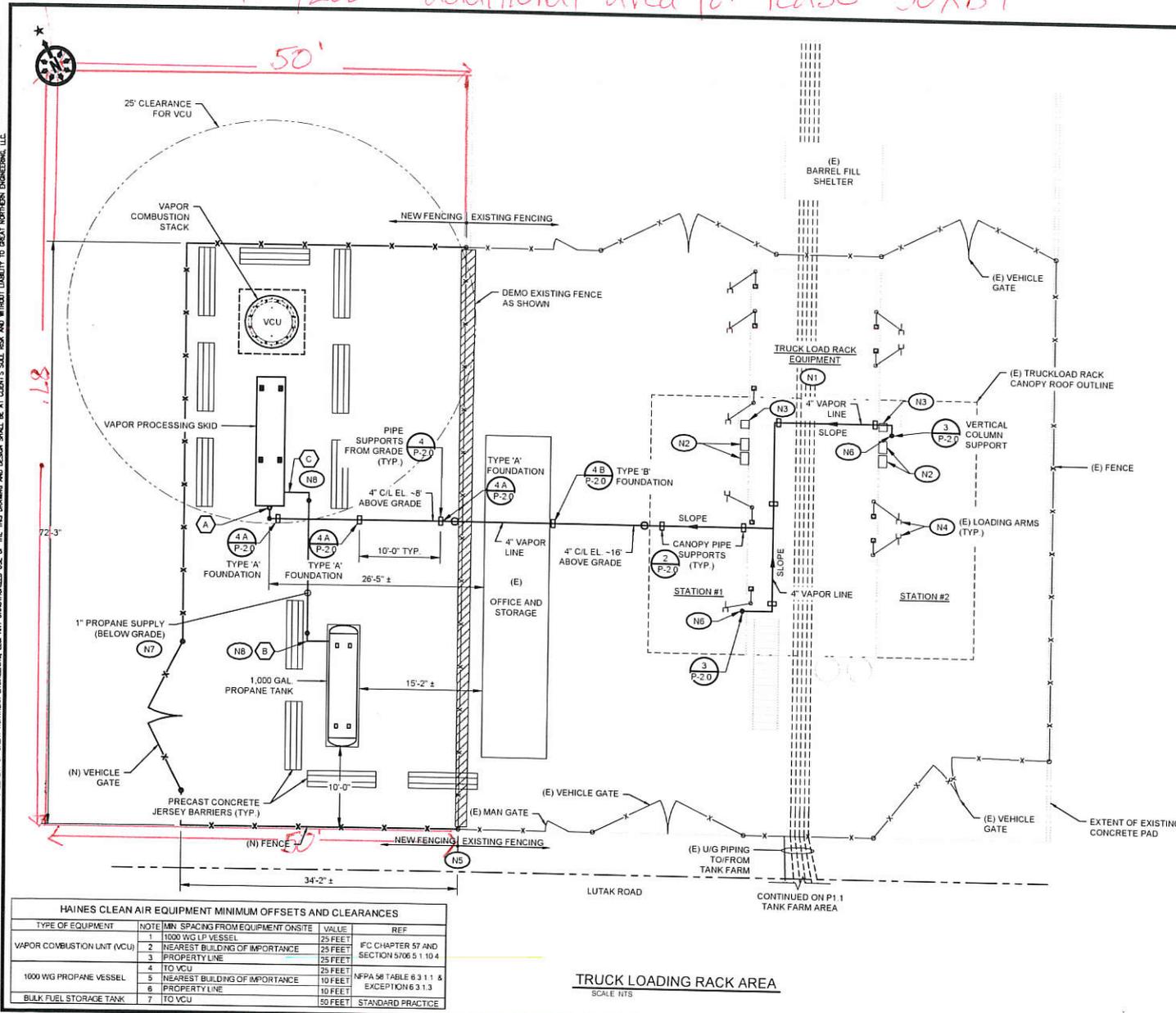
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alekk Fullerton, Borough Clerk

May 2020 - additional area for lease 50'x81'

THIS DRAWING AND THE DESIGN IT COVERS ARE THE PROPERTY OF GREAT NORTHERN ENGINEERING, LLC. THEY MAY NOT BE REPRODUCED, COPIED, LOANED, OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF GREAT NORTHERN ENGINEERING, LLC. ANY UNAUTHORIZED USE OF THIS DRAWING AND DESIGN SHALL BE AT CLIENT'S SOLE RISK AND WITHOUT LIABILITY TO GREAT NORTHERN ENGINEERING, LLC.



HAINES CLEAN AIR EQUIPMENT MINIMUM OFFSETS AND CLEARANCES			
TYPE OF EQUIPMENT	NOTE	MIN. SPACING FROM EQUIPMENT ON SITE	VALUE
VAPOR COMBUSTION UNIT (VCU)	1	1000 WG LP VESSEL	25 FEET
	2	NEAREST BUILDING OF IMPORTANCE	25 FEET
	3	PROPERTY LINE	25 FEET
1000 WG PROPANE VESSEL	4	TO VCU	25 FEET
	5	NEAREST BUILDING OF IMPORTANCE	25 FEET
BULK FUEL STORAGE TANK	6	PROPERTY LINE	10 FEET
	7	TO VCU	50 FEET

REF: F.C. CHAPTER 57 AND SECTION 5706.5 1.10.4  
NFPA 58 TABLE 6.3.1.1 & EXCEPTION 6.3.1.3  
STANDARD PRACTICE

TRUCK LOADING RACK AREA  
SCALE: NTS

**GENERAL NOTES**

- PIPING SHOWN IS APPROXIMATED AND EQUIPMENT LOCATION HAS NOT BEEN VERIFIED. CONTRACTOR TO FIELD LOCATE EQUIPMENT.
- UTILITIES HAVE NOT BEEN SURVEYED FOR THIS PROJECT AND ARE SHOWN FOR REFERENCE. CONTRACTOR SHALL FIELD VERIFY ACTUAL UTILITIES AND APPURTENANCES PRIOR TO CONSTRUCTION.

**SHEET NOTES:** (NF)

- REPLACE EXISTING MOTORIZED VALVE WITH NEW MOTORIZED VALVE (5 REQUIRED)
  - BASIS OF DESIGN:
    - VALVE: VF FULL PORT ANSI 150# FIRE SAFE BALL VALVE
    - ACTUATOR: ROTORK IQT3-250-FM-FA10, 208V, 3PH, 60HZ MOTOR EXPLOSION PROOF.
- REPLACE EXISTING METER PRESET/D8000 LOAD RACK CONTROL SYSTEM WITH ACCULOAD IV LOAD RACK CONTROLS. CONTRACTOR TO ENSURE COMPATIBILITY WITH EXISTING EQUIPMENT AND RETAIN CURRENT SEQUENCE OF OPERATIONS. SEE ELECTRICAL.
- REMOVE EXISTING CIVICAN OVERFILL PREVENTION CONTROLS AND REPLACE WITH SCULLY INTELITROL OVERFILL PREVENTION DEVICE. (2 REQUIRED), SEE ELECTRICAL.
- ALL LOADING ARMS ARE BOTTOM LOAD TYPE UNLESS NOTED OTHERWISE.
- NEW FENCE TO MATCH EXISTING.
- INSTALL NEW VAPOR PIPING FLAME ARRESTOR, VALVES & 30 FEET OF HOSE AT EACH STATION. SEE FLOW DIAGRAM FOR EQUIPMENT INFORMATION. CONFIRM HOSE CAN REACH VAPOR FITTING ON TRUCK AT FURTHEST TRUCK LOADING STATION.
- INSTALL 1" PIPE IN ACCORDANCE WITH THE 2015 INTERNATIONAL FUEL GAS CODE.
- AT ALL POINTS WHERE FUEL GAS PIPING ENTERS OR LEAVES THE GROUND, INSTALL AN ABOVE GRADE APPROVED AND LISTED FUEL GAS PIPING CONNECTOR CAPABLE OF ABSORBING 6 INCHES OF DISPLACEMENT IN ANY DIRECTION.
- SUPPORT VAPOR PIPING 10'-0" ON CENTER MAX. ENSURE VAPOR PIPING SLOPES TOWARDS VCU KNOCKOUT TANK.
- SLOPE VAPOR PIPING FROM CANOPY TO OFFICE AND STORAGE BUILDING TO MATCH SLOPE (2.12) OF EXISTING TRUCK LOADING ROOF TO OFFICE AND STORAGE BUILDING FOR FUTURE CANOPY ADDITION.

**LEGEND**

- UGE — BURIED ELECTRIC
- EASEMENT LINE
- x- FENCE
- - - - - PROPERTY BOUNDARY
- - - - - PIPING, BELOW GRADE
- - - - - PIPING, ABOVE GRADE

CALL BEFORE YOU DIG - 811!

LOCATE CALL CENTER.....907-278-3121  
FROM ANYWHERE IN ALASKA.....1-800-478-3121

**811** Know what's below.  
Call before you dig.

CAUTION: ACTIVE P.O.L. PIPELINES WITHIN THE VICINITY



04/27/20  
DATE SIGNED

NO.	REV.	DATE	DESCRIPTION	BY	CHK.



ENLARGED TRUCK LOADING RACK PIPING PLAN  
HAINES CLEAN AIR UPGRADE  
HAINES FUEL STORAGE FACILITY  
HAINES, AK

DATE	04/27/20
DRAWN	
CHECKED	
DESIGNED	
APPROVED	
P-1.2	0
DWG NO.	REV.

309102  
PROJECT NO.

EXHIBIT "E"



## USE PERMIT FOR LUTAK DOCK

Effective the 1st day of January, 2011, the Haines Borough, a home rule borough organized and existing under the laws of the State of Alaska, whose address is P. O. Box 1209, Haines, Alaska 99827 ("Borough"), does hereby grant a permit ("Use Permit") to Delta Western, Inc., whose address is P.O. Box 1369, Haines AK 99827 ("Permittee"), to use the Lutak Dock located on Lutak Inlet, Alaska ("Dock"), in common with other persons on the terms and conditions hereinafter set forth.

### 1. **Nonexclusive Use.**

(a) The Borough is making the Dock available to various users on the terms and conditions stated in this Use Permit or such other agreement as the Borough deems advisable. Except as otherwise expressly provided herein, Permittee shall only use the Dock non-exclusively as space is available. The Dock is a public facility, and is intended to be used for the transit of cargo, not for extended storage, except as otherwise noted herein.

(b) Notwithstanding provisions of paragraph 1(a), Permittee shall be allowed to use the Dock under terms as set forth in the Lutak Land Lease Agreement entered into by the Borough and Permittee and dated January 1, 2011 ("Agreement").

(c) Permittee's use of the Dock under the terms of this Use Permit shall be limited in time from commencement of, and until the termination of, the Agreement.

### 2. **Scheduling of Use.**

(a) The Permittee agrees to notify the Haines Borough Harbormaster during business hours of the arrival and departure of all vessels which shall require dockage and/or from which cargo is to be discharged, or onto which cargo is to be loaded or stored, or of any other intended use of the Dock. Use of the Dock is subject to prior reservation as set forth in paragraph 2(b), below, or absent such prior reservation, on a first-come, first-served basis. The time of departure shall be given to the Harbormaster within twenty-four (24) hours after such departure. The Harbormaster will inspect the Dock after the arrival and departure of each vessel for the purpose of observing any damage which may be done by the vessel, or by Permittee's storage of or handling of cargo.

(b) The Harbormaster shall have the authority to allocate space on the Dock for the storage of cargo by Permittee with regard to all regularly scheduled voyages or individual voyages. No space shall be used by a Permittee unless the same has been allocated in advance by the Harbormaster. The Harbormaster may allocate space for the movement and storage of cargo for specific periods of time, which shall coincide with the provisions of the municipal tariff for such handling and storage. The Harbormaster may also allocate space on the Dock for the parking of vehicles during the period the Permittee is handling cargo, and the Harbormaster may also rent space for the storage of equipment in

accordance with the provisions of the tariff for extended periods of time. If Permittee has paid for and been allocated space, but is not using it, the Harbormaster may temporarily allocate said space to another user, to the extent necessary to achieve optimum utilization of the Dock. Upon the request of the original Permittee, the Harbormaster is to vacate the allocated space within 48 hours, or assign other, like, acceptable space.

(c) Other than such portion of the Dock as is allocated from time-to-time to Permittee by the Harbormaster, this Use Permit is for the non-exclusive use of the Dock by Permittee and other users. In order to accommodate all potential users in a fair and equitable manner, the Harbormaster may maintain a schedule of use by Permittee for storage, or by vessels for wharfage and/or dockage, on an advance reservation basis. Reservation of use may be made on a first-come, first-served basis. If requested, Permittee agrees to provide the Harbormaster with a schedule of shipping dates for cargo being stored at the Dock. If Permittee or any other user makes such a scheduled reservation and fails to use the Dock at the time reserved, the Harbormaster may, if such non-use results in other scheduling conflicts or loss of revenue due to alternate scheduling by another user, assess a charge against Permittee pursuant to the tariff as if such scheduled use had occurred; in addition, the Harbormaster may require such user to vacate the Dock at any time, at Permittee's sole expense, in order to make the facilities available to a previously scheduled user at the time reserved by such user. In the event such user's failure to use the Dock at the time scheduled is the result of adverse weather conditions making navigation unsafe, labor disputes, acts of God or war, or similar serious conditions beyond the control of Permittee or the user, Permittee shall not be required to pay fees or charges which would have been assessed for such use, but shall nevertheless continue to be subject to such scheduling changes as the Harbormaster may direct in order to accommodate other scheduled users. Permittee agrees to pay such charge, if assessed, and to comply with any such requirement imposed by the Harbormaster, as a condition of the privilege of scheduling advance reservations for use of the Dock.

(d) In order that there be no confusion as to whether a particular use of the Dock is governed by this Use Permit, and whether the Permittee is responsible for full compliance with the terms hereof, the party requesting an allocation of space for any particular cargo or series of cargoes shall designate to the Harbormaster the name of the Permittee under whose Use Permit the activity shall be conducted, and the authority of such person to bind the Permittee. The Harbormaster will report to the Borough Chief Financial Officer in writing, the date of the allocation of space, the time or period for which it is allocated or the series of shipments for which it is allocated, the name of the Permittee and the name of any person acting as agent for the Permittee.

3. **Tariffs.**

The Borough publishes a tariff and the Permittee agrees to pay all amounts accruing under the tariff in effect at the time of use for wharfage, dockage, handling, and storage of cargo, subject to the provisions of the Agreement and provided that the Borough hereby agrees to allow Permittee the longer of seven (7) days demurrage or until the next barge arrives, or such longer period permitted under the tariff. The rights and obligations of the Permittee and the Borough set forth in this Use Permit shall be in addition to those set forth in the tariff. In the event of conflict between the terms of any tariff and the Agreement or this Use Permit, the Agreement or this Use Permit as applicable shall control. In the event of a conflict between the terms of the Agreement and this Use Permit, the Agreement shall control. The Borough shall invoice Permittee monthly, based on actual space used in the prior month. Permittee shall make monthly payment for wharfage within thirty (30) days following receipt of the Borough's undisputed invoice.

4. **Indemnity.**

The provisions of the Agreement pertaining to Permittee's and the Borough's indemnity rights and obligations shall apply to this Use Permit.

5. **Insurance.**

(a) If the Permittee or any contractor or assign of the Permittee shall move any cargo from a vessel to the Dock or vice versa, or shall move any cargo from one place on the Dock to another place on the Dock, or place or store cargo or other property on the Dock, or otherwise be upon the Dock for any purpose related to this Use Permit, Permittee, its contractor or assign shall, before engaging in such activity, carry public liability insurance insuring Permittee, its contractor or assign, and the Borough against liability for bodily injury to any one person in an amount not less than \$1,000,000, and \$2,000,000 for any single event, together with property damage insurance in the sum of not less than \$100,000. Said policy shall list the Borough as a Named Insured and shall provide for at least thirty (30) days' notice to be given the Borough before cancellation of any such policy. Permittee or its contractor or assign shall provide the Borough with a certificate issued by an insurer, under terms and conditions acceptable to the Borough, as evidence of policy coverage.

(b) In the event the provisions of paragraph 5(a) shall conflict with the provisions of the Agreement pertaining to insurance, those provisions of the Agreement shall prevail and shall be followed.

6. **Stevedoring/Insurance.**

The Permittee may employ longshoremen to move cargo, in which case the Permittee and the Borough shall be insured as provided in the previous paragraph, at the expense of Permittee, so as to provide the specified coverages from claims, demands and liability arising from the presence of said longshoremen. If the Permittee engages any stevedoring company or party to move such cargo

between the places mentioned in the preceding paragraph, the Permittee guarantees and shall assure that such stevedoring company or other party and the Borough shall be insured at all times during the performance of such work as provided in the preceding paragraph, at no cost to the Borough. Any policy issued in compliance with the provisions of this paragraph shall contain a provision that such insurance shall not be canceled without at least thirty (30) days' notice to the Borough. The Borough shall be furnished with a certificate acceptable to the Borough issued by Permittee's insurer as evidence of policy coverage.

**7. Insurance Not Limiting Permittee's Liability.**

Except for limitations specified in the Agreement, the provisions of this Use Permit requiring insurance to be carried insuring the Borough shall not limit the liability to the Borough of the Permittee or anyone acting on behalf of the Permittee.

**8. Storage/Removal of Temporary Structures.**

The Dock has no facilities for indoor storage, and all commodities must be stored on the Dock in such containers, bundles, packages, or as separate items as appropriate. The Borough shall not be responsible for providing any watchmen or security whatsoever. All storage shall be at the risk of the Permittee, and, except as provided in the Agreement, the Borough shall not be liable for any damage, theft or other hazard to said commodities from any cause whatsoever. Except as provided under the Agreement, Permittee, shall not erect or construct any permanent structure of any type whatsoever on the Dock; any temporary covering, container or shelter placed by Permittee shall be capable of being removed, and shall be removed immediately at any time requested by the Harbormaster.

**9. Operation of Vehicles.**

No vehicle shall be operated on the Dock at a speed greater than 10 miles per hour.

**10. Damage to Dock/Maintenance.**

(a) The Borough shall perform inspections before and after the Permittee's use of the Dock, and at any time during such use, to determine whether any damage has occurred.

(b) In the event any damage shall be done to the Dock while cargo is being handled, loaded, unloaded or stored by or for the Permittee, the Permittee shall immediately notify the Harbor-master of such damage regardless of the cause of said damage.

(c) The Permittee shall be responsible for maintaining the Dock in a clean, safe and orderly condition with respect to Permittee's use of the Dock or use by any other party on behalf of Permittee, free from all waste and debris resulting from the work or use of the Dock by the Permittee or any other party on behalf of the Permittee.

(d) The Borough agrees to maintain the Dock structure in reasonable condition for use by the Permittee. The Borough will make all repairs thereto which are necessary, and can be made within budgeting constraints, except repairs due to damage caused by Permittee or for which Permittee is liable or responsible pursuant to the terms of this Use Permit. The Borough makes no warranty and expressly disclaims any and all liability for the conditions affecting navigability at or around the Dock, and expressly does not undertake to dredge the adjacent waterways, maintain aids to navigation, or otherwise assume any aspect of responsibility or liability therefor, nor any liability for damage to vessels from any cause whatsoever. The Permittee agrees to maintain such allocated space free and clear of all trash and debris on or about the Dock, and not to discharge any trash, waste, debris or substance of any kind into the adjacent waters, unless the Permittee obtains all required permits from state and federal agencies regulating such discharges. The Permittee agrees that it will not store any items other than cargo and equipment necessary to handle or store cargo in the allocated space or at any other place on the Dock not specifically assigned by the Harbormaster to the Permittee for such storage. The Permittee agrees to do all routine maintenance of the space allocated to the Permittee in order to keep the same in as good condition as when the space was allocated.

#### 11. **Compliance With Laws.**

The Permittee and all persons acting on behalf of Permittee using the Dock shall comply with all applicable laws and regulations of federal, state and local government agencies with respect to the activities of the Permittee or anyone acting on behalf of Permittee. The Permittee agrees that neither the Permittee nor anyone working on behalf of the Permittee shall discriminate against any person because of race, religion, color, age, sex or national origin.

#### 12. **Liens and Assessments.**

The Permittee agrees that it will pay all employment security contributions required to be paid as a result of any services or work performed upon the Dock, regardless of whether they are performed by the Permittee or someone engaged by the Permittee. The Permittee shall not allow any lien to be placed against the Dock or the Borough by reason of nonpayment of such contributions or for any other reason, and shall, upon any lien being filed against the Permittee or Borough as a result of Permittee's operations on the Dock, promptly satisfy and remove such lien.

#### 13. **Events of Default.**

Each of the following shall constitute an "Event of Default" under this Use Permit:

(a) Permittee's default in any payment when due of any undisputed fee, charge, or other payment due under this Use Permit or under the tariff.

(b) Any representation or warranty made by Permittee in this Use Permit, or in connection with the execution, delivery, and performance of this Use Permit shall prove to be incorrect in any material aspect when made.

(c) Permittee's failure to perform any other term, covenant, or promise in this Use Permit or failure to comply with any term, condition or rule set forth in the tariff.

(d) Filing of a petition by or against Permittee for adjudication as a bankrupt under the federal Bankruptcy Act, as now or hereafter amended or supplemented, or for reorganization within the meaning of the federal Bankruptcy Act, or the filing of any petition by or against Permittee under any future bankruptcy act for the same or similar relief.

(e) Permittee's failure to cure one or more events of default, as identified in Article XVI of the Agreement, after notice, if required, shall be given.

**14. Default/Termination.**

Except for an Event of Default under paragraph 13(e) for which the provisions of the Agreement are to apply, if any Event of Default occurs by Permittee or by persons for whose performance Permittee is responsible hereunder, and if such failure continues for a period of more than ten (10) business days after the delivery of notice by the Borough with respect to Permittee's failure to pay any amount when due under this Use Permit, or within thirty (30) days after delivery of notice by the Borough with respect to any other Event of Default, this Use Permit may be declared terminated by the Borough upon written notice to the Permittee. Upon any such declaration all such undisputed fees, charges and other indebtedness owed by Permittee to the Borough shall be immediately payable without demand, one or more liens shall attach to the Permittee's property located on the Dock as described below in this paragraph, and the Borough may exercise any or all of the remedies provided to it under this Use Permit, the tariff, or under applicable law. In the event of termination for any of the above reasons, the Permittee will immediately remove all cargo or other property stored or parked on the Dock prior to the date of termination. If the Permittee fails to so remove any of its property, the Borough may cause it to be removed at the Permittee's expense and, at the Borough's sole discretion, either stored at Permittee's expense or, after not less than ten (10) days' written notice to the Permittee, disposed of in any reasonable manner. The Permittee hereby consents to the attachment of one or more liens pursuant to AS 34.35.220 et seq., at the Borough's option, upon the Permittee's default in payment as described in paragraph 13(a).

**15. Expenses and Attorney's Fees.**

If any action shall be brought to recover any payment due under this Use Permit or on account of any breach of this Use Permit, or to recover possession of the Dock, the prevailing party shall be entitled to recover its reasonable attorney fees and all costs and expenses reasonably incurred by it in connection with such action.

**16. Term of Use Permit.**

This Use Permit expires at the termination of the Agreement unless terminated sooner pursuant

to the provisions of Paragraph 14 hereof. The Use Permit term may be extended by mutual written agreement.

17. **Miscellaneous Provisions.**

(a) This Use Permit shall be binding upon and inure to the benefit of Permittee and the Borough and their respective successors and assigns, except that Permittee may not assign or transfer its rights hereunder without the prior written consent of the Borough Assembly.

(b) This Use Permit and the Borough's tariff shall be governed by the laws of the State of Alaska. Any suit arising from or in any way related to this Use Permit or the Borough's tariff shall be brought only in the Superior or District Court for the State of Alaska, First Judicial District, either sitting at Haines or at Juneau, Alaska.

(c) All notices in connection with this Use Permit shall be in writing and addressed to the Permittee at Permittee's address set forth above and to the Borough at the Borough's address set forth above. The Permittee shall designate from time to time to the Harbormaster a person or persons who will be in charge of all work done on the Dock by the Permittee or anyone acting on behalf of the Permittee. Said person shall have authority to receive and deliver notices by or between the Borough and Permittee.

(d) No failure or delay on the part of the Borough or Permittee in exercising any power or right hereunder, or under the tariff, shall operate as a waiver thereof. No amendment, modification, or waiver of any provision of this Use Permit, nor consent to any departure by Permittee or Borough therefrom, shall in any event be effective unless the same shall be in writing and consented to by the applicable party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

**IN WITNESS WHEREOF** the parties hereto have entered into this Use Permit the date and year first above written.

**BOROUGH:**  
HAINES BOROUGH

**PERMITTEE:**  
DELTA WESTERN, INC.

By:   
Mark Earnest, Borough Manager

By:   
Amy Humphreys, President

ATTEST:

Julie Cozzi, Borough Clerk  
[Borough Seal]



STATE OF ALASKA )  
 ) ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 20<sup>th</sup> day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Mark Earnest, known to me to be the Borough Manager for the Haines Borough and that he is the individual named in and who executed the foregoing document on behalf of the Haines Borough for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year hereinabove written.



Julie E. Cozzi  
Notary Public in and for Alaska  
My commission expires: 1-29-2013

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 13<sup>th</sup> day of January, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Amy Humphreys, known to me to be the President of Delta Western, Inc., and that she is the individual named in and who executed the foregoing document on behalf of Delta Western, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year hereinabove written.



Amy Humphreys  
Notary Public in and for State of Washington  
residing at Washington  
My commission expires: 7-19-2012

**LUTAK LAND LEASE AGREEMENT**

**THIS LUTAK LAND LEASE AGREEMENT** ("Agreement") is made and entered into this 1<sup>st</sup> day of January, 2011, by and between the Haines Borough ("Lessor") and Delta Western, Inc. ("Lessee").

**WHEREAS**, the portion of the Lutak upland property as described in, and subject to, this Agreement is under the control and ownership of the Lessor;

**WHEREAS**, those premises are presently the subject of a lease whose present parties are Lessor and Lessee;

**WHEREAS**, the parties wish to enter into a renewal lease under new terms and conditions for those premises in the form of this Agreement to replace that previous agreement;

**WHEREAS**, those premises have been appraised within six months prior to the date fixed for the beginning of the term of this Agreement pursuant to the Haines Borough Code;

**WHEREAS**, all Haines Borough Charter and Haines Borough Code requirements applicable have been met with respect to leasing of those premises as described in this Agreement;

**WHEREAS**, the parties intend that all liability related to, or resulting from, the location, placement and operation of Lessee's business on those premises are to be borne by Lessee, and that the consideration for Lessor's entering into this Agreement does not include any amount for assumption of any liability by Lessor;

**WHEREAS**, Lessee desires to lease those premises for the purposes as stated in this Agreement in compliance with the laws of the Haines Borough, the laws of the State of Alaska and applicable laws of the United States; and Lessor desires to so lease those premises under the terms of this Agreement; and

**WHEREAS**, the Haines Borough Assembly has adopted an ordinance authorizing renewal of the leasing relationship between the parties in accordance with the terms of this Agreement as Haines Borough Ordinance No. 11-02-252.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions as set forth in this Agreement, the parties agree as follows:

**ARTICLE I**  
**General Provisions**

**Section 1.1 Incorporation of Preamble and Recitals.** The preamble, recitals and exhibits to this Agreement are incorporated into, and made a part of, this Agreement.

**Section 1.2 Definitions.** The following terms used in this Agreement have the following meanings:

**"Access Right"** means the term as defined in Section 9.1(a).

**"Additional Fees"** means the term as defined in Section 4.3(a).

**"Agreement"** means this Lutak Land Lease Agreement and the lease, entered into under its terms and conditions, and includes exhibits to it.

**"Award"** means the term as defined in Section 11.3.

**"Borough Assembly"** means the Haines Borough Assembly.

**"Borough Charter"** means the Haines Borough Charter.

**"Borough Code"** means the Haines Borough Code.

**"Business Insurance"** means the term as defined in Section 15.1(a).

**"Cleanup"** means investigation, cleanup, removal and restorative work in connection with a Contamination of the Lessee Used Premises as necessary to comply with the requirements of applicable Environmental Laws.

**"Contamination"** means the unpermitted presence of any released Hazardous Substance in excess of amounts or concentrations permitted under applicable Environmental Laws.

**"Commencement Date"** means the date specified in Section 3.1(a) below.

**"Demised Premises"** means the term as defined in Section 2.1.

**"Environmental Laws"** means the term as defined in Section 10.2(a).

**"Five Year Period"** means the term as defined in Section 4.2(a).

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**"Hazardous Substances"** means the term as defined in Section 10.2(e)(i) and 10.2(e)(ii).

**"Holding Over Period"** means the term as defined in Section 17.4(a).

**"Initial Lease Term"** means the term as defined in Section 3.1(a).

**"Lease Term"** means the term as defined in Section 3.1(b).

**"Lessee"** means Delta Western, Inc., a Washington corporation, formerly known as Western Pioneer, Inc.

**"Lessee Service Access"** means the term as defined in Section 9.1(a)(vii).

**"Lessee Used Premises"** means the term as defined in Section 5.1(a).

**"Lessor"** means Haines Borough, a home rule borough organized and existing under the laws of the State of Alaska.

**"Lutak Dock"** means the dock owned and operated by Lessor and located at 2249 Lutak Road.

**"Materially Contributed To"** means to cause the release or migration of a Hazardous Substance in a reportable quantity as defined under applicable law.

**"Notice of Default"** means the term as defined in Section 16.2(a).

**"Other Reservations"** means the term as defined in Section 8.6(a).

**"Option"** means the term as defined in Section 3.1(b).

**"Option Term"** means the term as defined in Section 3.1(b).

**"Petroleum Products"** means the term as defined in Section 10.2(e)(ii).

**"Previous Agreement"** means the Lutak Upland Lease Agreement #1 entered into on February 26, 1990 between parties whose successors and assignees are Lessor and Lessee, respectively, and which agreement's term lapsed February 26, 2010, and is held over until the Commencement Date of this Agreement.

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“**Reappraisal**” means the term as defined in Section 4.2(b).

“**Remedies**” means the term as defined in Section 16.3(a).

“**Rent**” means the term as defined in Section 4.1(a).

“**Rental Adjustment**” means the term as defined in Section 4.2(a).

“**Use Permit**” means the term as defined in Section 4.3(a)(ii).

### ARTICLE II Demise and Description of Premises

**Section 2.1 Demise and Description of Premises.** Lessor hereby leases to Lessee the demised premises with legal description as set forth in Exhibit A ("Demised Premises").

### ARTICLE III Term of Lease

**Section 3.1 Term.** (a) The term of the lease under this Agreement shall extend for a period of 20 years, commencing January 1, 2011 (the "Commencement Date") and ending at midnight on December 31 2030 ("Initial Lease Term"), unless otherwise terminated pursuant to this Agreement or extended as provided herein or by mutual agreement of the parties, consistent with applicable Borough Code provisions. Lessee and Lessor acknowledge and agree that the Previous Agreement and all terms and provisions thereof are held over until the Commencement Date.

(b) The Lessee will have the option ("Option") to extend the term of this Agreement for up to three (3) additional terms of five (5) years each (each, an "Option Term") on the same terms and conditions as are provided for the Initial Lease Term. To exercise an Option, Lessee shall give written notice to Lessor that Lessee is exercising the Option at least six (6) months prior to the expiration of the Initial Lease Term or then-current Option Term, as applicable. If an Option is exercised, the Option Term will commence upon the date of expiration of the Initial Lease Term or then-current Option Term. The Initial Lease Term and Option Term(s), if any, are together the "Lease Term" of this Agreement.

(c) The term of the Access Right and the term of the Use Permit shall coincide with the term of this Agreement.

### ARTICLE IV Rent, Additional Fees

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**Section 4.1 Rent.** (a) Lessee shall pay to Lessor as rent for the Demised Premises the sum of \$25,000 per annum during the Lease Term of this Agreement ("Rent").

(b) Rent shall be paid in two (2) semi-annual installments of \$12,500 each, payable in advance on or before the first business day of January 1 and July 1 of each calendar year.

(c) The first Rent payment shall be due and owing on the Commencement Date or on such date thereafter on which the parties execute this Agreement; provided, however that the amount of Rent payable for the period between the Commencement Date and the date on which the parties execute this Agreement shall be reduced by the amount of Base Rent paid by Lessor for such period in accordance with the holding over provisions of the Previous Agreement.

**Section 4.2 Subsequent Adjustments to Rent.** (a) The Rent shall be adjusted ("Rental Adjustment") on the first day of January each of years 2016, 2021 and 2026 for each of the respective five year periods 2016-2020, 2021-2025 and 2026-2030 (individually, "Five Year Period" and collectively, "Five Year Periods") and thereafter, if Lessee exercises the Option(s), on the first day of each of the years 2031, 2036, and 2041, for each of the respective five year periods 2031-2035, 2036-2040 and 2041-2045, as applicable.

(b) The Demised Premises and any improvements on the Demised Premises that are owned by Lessor and leased hereunder shall be reappraised within six months of January 1 of the first year of each Five Year Period ("Reappraisal"). The Reappraisal shall be determined as the appraised value of that property, i.e., as applied to the Demised Premises the fair market value of the Demised Premises and its improvements owned by Lessor and leased hereunder, where fair market value shall mean the highest price, in terms of money, which the Demised Premises would bring if exposed for sale for a reasonable time in the open market between a willing seller and a willing buyer. Such fair market value shall be determined by an appraisal made by a certified appraiser hired by the Borough.

(c) For purposes of this Agreement, the resulting Rental Adjustment for Rent for a given Five Year Period shall be based upon the Reappraisal of the Demised Premises for that period and shall be computed at 10% of the fair market value of that property determined in that Reappraisal, that is, Rent shall increase or decrease in accordance with such Reappraisal.

(d) Any appraisal or Reappraisal under this Agreement and all related documentation shall be provided to Lessee at least thirty (30) days prior to any Rental

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Adjustment. Lessee may appeal any Reappraisal to the Haines Borough Assembly by submission of a second appraisal made by a certified appraiser within such thirty (30) day period, in writing with a short statement of the grounds for appeal. The assembly will consider any such appeal at its next regular meeting or an earlier special meeting called to consider the appeal. The assembly shall select either the appraisal provided by Lessor or the appraisal submitted by Lessee as the Reappraisal of the Demised Premises for that period. The assembly shall provide Lessee with a written, reasonable basis for the assembly's selection. The assembly's decision shall be final, but without prejudice to any other rights of Lessee.

**Section 4.3 Additional Fees.** (a) The Rent to be paid as provided in this Agreement does not include the additional costs, taxes, tariffs or similar fees or levies of general applicability, imposed by Lessor on all similarly situated businesses located within Lessor's jurisdiction ("Additional Fees"). Such Additional Fees shall be the sole responsibility of the Lessee and may include, without limitation:

(i) Dockage fees and other applicable fees and charges as set forth in the Port of Haines Terminal Tariff No. 3, as amended by Ordinance No. 11-02-255, and as may be further amended from time to time;

(ii) Fees and charges, if any, under the Use Permit for Lutak Dock granted to Lessee in the context of this Agreement (the "Use Permit"), a copy of which Use Permit is as set forth in Exhibit B; and

(iii) Sales tax, property tax or other taxes of general application as may be enacted or amended by Lessor from time to time.

(b) Additional Fees under this Agreement are subject to change from time to time in accordance with subsequent adoption of ordinances by the Borough Assembly. Nothing contained in this Agreement shall be construed as creating a contract right in favor of Lessee as to any such Additional Fees; provided, however, that to the fullest extent allowed by law, Lessor shall not, during the first Five Year Period, apply any increase in the tariffs set forth in Ordinance No. 11-02-255 except as specifically provided therein. Additional Fees, if any, payable under this Agreement for the period between the Commencement Date and the date on which the parties execute this Agreement shall be reduced by the amount of Supplemental Rent, dockage fees, tariffs and other amounts, other than Base Rent, paid by Lessor for such period in accordance with the holding over provisions of the Previous Agreement and the Haines Borough Code.

**Section 4.4 Previous Agreement.** Lessor acknowledges that any and all Base Rent, Supplemental Rent and Additional Fees (as each term is defined in the Previous Agreement) payable under the Previous Agreement during the term thereof and during

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the hold-over period through the later of the Commencement Date or date of execution hereof, have been paid in full by Lessee, and agrees that no additional or further payment of any such Base Rent, Supplemental Rent, Additional Fees or any other fee, charge or amount is or will be due.

### ARTICLE V Use of Premises

**Section 5.1 Use of Premises.** (a) Lessee shall use the Demised Premises, improvements on the Demised Premises, the Access Right, improvements on the Access Right, the portion of the Lutak Dock used by Lessee in support of Lessee's use of the Demised Premises and improvements of Lessee on the Lutak Dock in support of Lessee's use of the Demised Premises (collectively, "Lessee Used Premises") solely for the following:

- (i) Operation of a Petroleum Products storage facility;
- (ii) Operation of Lessee's business of receiving, storing, distributing, transporting and selling Petroleum Products; and
- (iii) Conduct of all other activities incidental to those identified in Section 5.1(a)(i) or (ii) but in accordance with this Agreement, including the Use Permit and Access Right.

(b) As of the Commencement Date, Lessee was under the Previous Lease operating, and continued to operate, its business on the Lessee Used Premises as described in Section 5.1(a). In conjunction with that business, Lessee had on the Lessee Used Premises the improvements, fixtures and other personal property as identified in the diagram of use of the Lessee Used Premises as set forth in Exhibit C.

(c) Notwithstanding the provisions of Section 5.1(a), Lessee shall not use the Lessee Used Premises for retail marine sales of less than 1,000 gallons per transaction.

**Section 5.2 Prohibited Uses.** Lessee shall not use or permit the Lessee Used Premises or any part of them to be used for any purpose other than one or more of the purposes as set forth in Section 5.1.

**Section 5.3 Special Conditions.** (a) Lessee shall be strictly liable for any damage to any Lessor-owned facilities or improvements, including the Lessee Used Premises, resulting from any use by Lessee that is prohibited under this Agreement.

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(b) Lessee shall not interfere with the use of the premises adjacent to the Lessee Used Premises, subject to the terms and such reasonable rules or restrictions as Lessor may adopt and apply to such use.

(c) Lessee shall have the right for itself and its employees, agents, customers, suppliers, contractors and others involved in any aspect of Lessee's use of the Lessee Used Premises, to use the Lessee Used Premises throughout the Lease Term.

(d) Lessee's use of the Lutak Dock shall be subject to the terms and conditions of the Use Permit.

(e) Lessee shall comply with any duly enacted law, ordinance or regulation of any governmental entity, including Lessor, and with any rule, policy or regulation imposed pursuant to the Borough Code or otherwise by Lessor with applicability to the operation or use of the Lutak Dock, access and use of the Access Right, and occupancy or use of the uplands in which the Demised Premises are located.

(f) Lessee shall have obtained and shall maintain all relevant permits, authorizations or unqualified statements of non-objection from all governmental entities, agencies or persons under local, state and federal law and regulation, including but not limited to the Borough Code applicable to Lessee's use of the Premises.

**Section 5.4 Utilities.** (a) Lessee shall fully and promptly pay all costs associated with the following services used by Lessee: water, heat, light, power, garbage collection, telephone and any other utilities of any kind furnished to the Lessee Used Premises throughout the Lease Term, and all other similar costs and expenses of any kind whatsoever of, or in connection with, the use, operation and maintenance of the Lessee Used Premises and all activities conducted on the Lessee Used Premises.

(b) Lessor shall have no obligation to provide any of the services identified in Section 5.4(a) to Lessee, except on the same basis as comparable to other utility users for which Lessor provides services.

(c) Any utilities placed on the Lessee Used Premises by Lessee or others must receive the prior written approval of Lessor.

(d) Placement of utilities by Lessee on the Lutak Dock must be in a manner so as not to interfere with use of, or access to, the Lutak Dock by other users. In particular, Lessee shall install no overhead electrical wiring on the Lutak Dock due to possible obstruction and hazard.

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**Section 5.5 Utility Charges.** Utility hook-up and user fees, if any, charged by Lessor to Lessee will not exceed the rates normally charged by Lessor to similar commercial enterprises, as set forth in established Lessor rate schedules.

### ARTICLE VI Improvements

**Section 6.1 Power to Make Changes.** (a) Lessee shall have the right, upon advance written approval from Lessor, which approval shall not be unreasonably withheld or delayed, to place, replace, add to, remove, modify or demolish Lessee's improvements on the Lessee Used Premises. Lessee shall give written notice of any proposed alterations to pre-existing improvements and/or the addition new improvements to the City far enough in advance of the proposed work to give the City time to review and approve the proposed work. Written approval shall not be required for improvements authorized by Section 9.1.

(b) Lessee shall, throughout the Lease Term, maintain the Lessee Used Premises and all Lessee's improvements and properties in a neat, safe, secure and operable condition, normal wear and tear excepted. However, Lessee shall have no duty to repair or maintain the Lutak Dock, except to the extent any loss or damage (other than normal wear and tear) is the fault of Lessee or Lessee's employees, agents or representatives.

(c) Improvements under this Section 6.1 shall be subject to any building, zoning or similar code requirements or restrictions, and to other laws, regulations or permit requirements as may be imposed by any governmental agency, including, but not limited to Lessor.

**Section 6.2 Damage and Destruction of Improvements.** (a) In the event the Lessee Used Premises, or any portion of any of them, shall be damaged by fire, wind, flood, water damage or other casualty not in any way related to or caused by (i) earth or glacial movement; and/or (ii) the acts or omissions of Lessor or Lessor's officials, elected officials, employees, agents, representatives, invitees, licensees or recipients of rights-of-way or easements, Lessee shall repair, at Lessee's expense, any such damage or casualty to the Lessee Used Premises with reasonable dispatch, to their condition immediately prior to the happening of such event, after giving written notice of the damage to Lessor and provided that Lessee's liability for repairs under this Section 6.2(a) shall be limited to the amount of insurance proceeds payable to Lessee in connection therewith. Lessor shall repair, at Lessor's expenses, any damage to the Lessee Used Premises that is not Lessee's responsibility to repair under this Section 6.2(a) and that is caused by fire, wind, flood, water damage or other casualty not in any way related to or caused by (i) earth or glacial movement; and/or (ii) the acts or

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omissions of Lessee or Lessee's employees, agents, representatives, invitees, licensees or assignees with reasonable dispatch, to their condition immediately prior to the happening of such event provided that Lessor's liability for repairs under this Section 6.2(a) shall be limited to the amount of insurance proceeds payable to Lessor in connection therewith.

(b) In the event the Lessee Used Premises or any part of them are damaged to such an extent as to be rendered untenable by fire, wind, earth or glacial movement, flood, water damage or other casualty, then the Rent shall be abated proportionately to an extent corresponding with the period during which such untenability shall exist.

(c) In the event that 50% or more of the Lessee Used Premises or any part of them (meaning the Demised Premises, the Access Right or that portion of the Lutak Dock used by Lessee) are rendered untenable by fire, wind, earth or glacial movement, flood, water damage or other casualty, Lessor or Lessee shall have the right, to be exercised by written notice delivered to Lessee or Lessor, as the case may be, within 60 days from and after the date of occurrence of one or more of such causes, for the rent to be abated proportionately to an extent corresponding with the period during which such untenability shall exist, with the concurrence of Lessor in writing, or for this Agreement to be terminated as of the end of that 60 day period.

**Section 6.3 Removal or Reversion of Improvements upon Termination of Agreement.** (a) Improvements and personal property located on the Lessee Used Premises and owned by Lessee shall, within 60 days after termination of this Agreement, be removed by Lessee. However, Lessor may extend the time for removing improvements in the case where hardship is proven to the satisfaction of Lessor.

(b) At the termination of this Agreement, Lessee may, with the prior written consent of Lessor, sell or assign its improvements to a succeeding lessee of the Lessee Used Premises or portion of them, if any. Nothing contained in this Agreement shall be construed as consent by Lessor to such sale or assignment.

(c) All periods of time granted Lessee to remove improvements and personal property from the Lessee Used Premises are subject to Lessee's payment to Lessor of pro rata Rent and Additional Fees for said periods.

(d) In the event Lessee shall fail to remove from the Lessee Used Premises any improvements or personal property within the time allowed under Section 6.3(a), such improvements and personal property shall revert to, and absolute title shall vest in, Lessor. At Lessor's option, Lessor may cause removal of Lessee's improvements, and in this instance Lessee shall reimburse Lessor for actual costs associated with such removal.

**Section 6.4 Repair of Premises.** (a) Upon removal of any improvements or personal property from the Lessee Used Premises upon termination of this Agreement, Lessee shall, at its own expense, repair any damage or injury to the Lessee Used Premises due to Lessee's use of those premises or injury to Lessor's property adjacent to the Lessee Used Premises resulting from such use or removal.

(b) Upon request by Lessor, Lessee shall restore the Lessee Used Premises to their former condition existing prior to the initiation of the Previous Agreement.

## **ARTICLE VII Encumbrances**

**Section 7.1 Lessee's Duty To Keep Premises Free of Liens.** (a) Lessee shall keep the Lessee Used Premises and every part of them and all improvements at any time located on the Lessee Used Premises free and clear of any and all mechanics, materialmens and other similar liens arising out of, or in connection with, work or labor done, services performed, or repairs to additions which Lessee may have made or permitted to cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the Lessee Used Premises.

(b) Lessee, at all times, shall promptly and fully pay and discharge any and all claims on which any lien identified in Section 7.1(a) may or could be based.

(c) By the provisions of this Section 7.1, the parties do not in any way recognize or acknowledge the authority or right of any person to impose any lien as identified in Section 7.1(a).

(d) Notwithstanding other provisions of this Section 7.1, in the event Lessee shall, in good faith, contest the validity of any lien, claim or demand as identified in Section 7.1(a), Lessee shall, at its sole expense, defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered on it before the enforcement of the judgment against Lessor or the Lessee Used Premises, upon the condition that in the event Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to one and one-half times such contested lien, claim or demand indemnifying Lessor against liabilities for the same and holding the Lessee Used Premises free from the effect of such lien or claim.

(e) Lessor, in its sole discretion, may require Lessee to pay Lessor's attorney fees and costs in participating in such action.

## **ARTICLE VIII Reservation of Rights**

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**Section 8.1 Mineral Reservations.** (a) Lessor hereby expressly saves, excepts and reserves, out of the grant made to Lessee under this Agreement, unto itself, its successors, assigns and other lessees, forever, all oils, gases, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every name, kind or description and all deposits of stone, earth or gravel valuable for extraction or utilization, and which may be in or upon the lands subject to this Agreement, or any part of it, and the right to explore the same for such oils, gases, coal, ores, minerals, fissionable minerals, geothermal resources and fossils.

(b) Lessor hereby expressly saves and reserves out of the grant made to Lessee under this Agreement, unto itself, its successors, assigns and other lessees, forever, the right by itself, or its or their agents or other representatives, to enter upon the lands subject to this Agreement, or any part of it, at any and all times, for the purpose of making beneficial use of these reserved rights and to remain and occupy as much of said lands as may be necessary or convenient for such purpose, hereby expressly reserving to itself, its lessees, successors and assigns, as aforesaid, generally all rights reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved.

**Section 8.2 Surface Reservations.** All deposits on the Lessee Used Premises of stone, earth or gravel valuable for extraction or utilization are reserved by Lessor. They shall not be removed from the Lessee Used Premises. Lessee shall not sell or remove for use elsewhere any of the surface resources of the Lessee Used Premises, including but not limited to, timber, stone, sand, gravel, peat moss, topsoil or any other material valuable for building or commercial purposes; provided that material required for the development of the leasehold may be used but only with prior written approval of the Borough Assembly.

**Section 8.3 Right-of-Way and Easement Reservations.** Lessor hereby expressly saves, excepts and reserves, out the grant made to Lessee under this Agreement, unto itself, its successors and assigns, forever, the right to grant rights-of-way and easements on the Lessee Used Premises if Lessor, at Lessor's reasonable discretion after providing notice and a reasonable opportunity to be heard to Lessee, determines that it is in the best interest of Lessor to do so; subject to any restrictions under federal and state laws, statutes and regulations, e.g., Homeland Security Act, Maritime Transportation Act. Lessee acknowledges and agrees that it shall be Lessee's sole responsibility to ensure that any such right-of-way and/or easement complies with all applicable laws, statutes and regulations, including, without limitation, laws, statutes and regulations applicable to Lessee's use of the Lessee Used Premises under this Agreement. Lessee shall be entitled to damages limited to and based on the fair market value of any Lessee-owned improvement damaged or destroyed as a result of any such easement or right-of-way, the Rent shall be abated proportionately to the extent

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corresponding to Lessee's loss of use, and Lessee shall receive compensation for other damages sustained by Lessee by reason of such easement or right-of-way to the extent allowed under Alaska law as a condemnation or inverse condemnation remedy).

**Section 8.4 Lessor's Rights of Entry.** Lessee shall permit Lessor, its agents, employees and other representatives, to enter into and upon the Lessee Used Premises at all reasonable times for the purpose of inspecting the land and improvements on the Lessee Used Premises. Lessor agrees that any such agent, employee or representative shall be accompanied by a representative of Lessee, and that Lessor's right of entry is subject to the requirements of applicable laws, statutes and regulations, including, without limitation, laws, statutes and regulations applicable to Lessee's use of the Lessee Used Premises.

**Section 8.5 Lessee's Rights Upon Entry by Lessor.** (a) Lessor shall use reasonable care in exercising its rights under Sections 8.1 and 8.2 so as to limit disruption of Lessee's carrying out its use of the Lessee Used Premises under the terms of this Agreement. Lessor shall pay Lessee compensation for damages sustained by Lessee by reason of Lessor's exercise of such rights, to the full extent allowed under Alaska law as a condemnation or inverse condemnation remedy.

(b) In the event Lessor, in exercising its rights, under Sections 8.1 and 8.2 shall cause the Lessee Used Premises or a portion of them to be untenable, then the Rent shall, with concurrence of the parties, be abated proportionately to the extent corresponding with the period during which such untenability shall exist and Lessor shall pay Lessee full compensation for damages sustained by Lessee by reason of Lessor's exercise of such rights (including, without limitation, lost profits and other consequential damages, to the full extent allowed under Alaska law as a breach of contract remedy), or subject to written agreement of Lessee, terminate this Agreement upon 60 days notice.

**Section 8.6 Other Reservations.** (a) Lessor hereby expressly saves, excepts and reserves out of the grant made to Lessee under this Agreement, itself, its successors, assigns and other lessees, forever, the right by itself, or its or their agents or other representatives to make other use of Lessee Used Premises or a portion of them upon finding that such alternative use is in the best interests of the public ("Other Reservations"); provided that such use shall not unreasonably interfere with or restrict Lessee's use of the Lessee Used Premises as provided under this Agreement.

(b) Events which, in each case might be a basis for Lessor to exercise its Other Reservations under this Section 8.6 include, but are not limited to, the following:

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(i) Reorganizing the use of Lutak Dock, necessitating Lessee to relocate its operation and use of a portion of or all of it to another site on the dock, or to a portion of an extension to be constructed on such dock, or to another site;

(ii) Establishing a business park in an area which includes Lutak Dock and requires a use of the Lessee Used Premises or a portion of them to be reserved or otherwise dedicated to a use different from that for which Lessee then uses those premises;

(iii) Restructuring the use of public property owned by Lessor to accommodate a significant project or venture which requires significant increase in public services such as implementation of a significant natural resource development or other development within the Haines Borough or elsewhere in the State of Alaska requiring those public services in gaining access to routes south emanating from the Haines Borough area or otherwise in the best interest of the public; and

(iv) Implementing a right of Lessor to otherwise use the Lessee Used Premises or a portion of them as authorized in the Borough Charter or Borough Code.

(c) In the event that Lessor shall make a finding as provided in Section 8.6(a), Lessor shall give at least 360 days written notice to Lessee of that finding, identifying one or more alternate sites, if any, for relocation of Lessee's business conducted on the portion of the Lessee Used Premises affected by the finding, and otherwise shall work with Lessee to accommodate that relocation within the time frame set forth in that notice.

(d) In the event a portion of the Lessee Used Premises or a part of them shall be rendered untenable during the period of relocation of a portion of Lessee's business under this Section 8.6, rent shall, with the concurrence of the parties, be abated proportionately to an extent corresponding with the period during which such untenability shall exist.

## ARTICLE IX Access Right

**Section 9.1 Grant of Access Right.** (a) Lessor hereby grants to Lessee the following rights during the Lease Term pertaining to pipelines, Lessee Service Access and truck rack areas, generally as shown in Exhibit C (those rights, or the area to which they apply, as the context may require, collectively, "Access Right"):

(i) A twenty foot wide right-of-way perpendicular to and ten feet each side of the center line of Lessee's existing fuel pipeline as more particularly described as follows:

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Beginning at a point on the southwest line of A.T.S. 1194, which C-4, A.T.S. 1194 bears S 62° 00' E. 435.27 Feet; thence N 66°33' E, 261.06 feet along said centerline, to the existing bulkhead of Lutak Dock, which the southeast line of A.T.S. 1194 bears S 63° 23'E, 435.45 feet, the point of beginning being N 26° 37'E, 4.00 feet, from a brass cap marked "W.C. C-3, A.T.S. 1194" and 271.57 feet, S 26° 37' W to corner 4, A.T.S. 1194

Containing approximately 5,221 square feet (0.12 acres); and

(ii) A twenty foot wide right-of-way perpendicular to and ten feet each side of the center line of Lessee's existing fuel pipeline consisting of approximately 6,580 square feet whose location is depicted in Exhibit C.

solely for purposes of continued using, installing, constructing, operating, maintaining, removing, repairing and replacing the fuel pipeline for transferring fuel to and from a marine header at the Lutak Dock and the existing truck rack adjacent to Lutak Road, together with all connections and appurtenances to it, together with a right of ingress and egress from Lessor's property adjacent to such right for the foregoing purpose (collectively "Pipeline Right of Way").

Lessor acknowledges that the portion of the Pipeline Right of Way described in Section 9.1(a)(1) is presently subject to that certain Right-Of-Way Permit granted by the State of Alaska, Department of Natural Resources, Division of Land, to Lessee's predecessor in interest dated December 15, 1992 ("ADL 104872. Lessor represents and warrants that ADL 104872 was conveyed to Lessor by the State of Alaska on September 25, 1998 and agrees that, upon expiration or termination of ADL 104872 for any reason, such premises shall be and remain a part of the Pipeline Right of Way under this Agreement. Lessor further agrees to fully cooperate with Lessee in obtaining and maintaining any permissions, authorizations and grants necessary from the State of Alaska or any third party for Lessee's continued use of the Pipeline Right of Way during the Lease Term over any portion of ATS 1194 still owned by the State and not conveyed by the State to Lessor.

(iii) A non-exclusive right to access both from the water and the surface of Lutak Dock an existing marine header occupying approximately 667 sq. feet of the Lutak Dock, (located in a small building) for the purpose of providing hard hydrant access to waterborne fuel bulk carriers supplying Lessee's facility on the Demised Premises, generally as shown in Exhibit C; provided that Lessee shall not, without the prior written approval of Lessor, place permanent fixtures or improvements on the surface of Lutak Dock access corridor or do anything which would permanently or temporarily impair access or use by other users of Lutak Dock;

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(iv) The right to continue to connect and to maintain the fuel pipeline referenced in Section 9.1(a)(ii) with the existing fuel pipeline now in place at the Lutak Dock referenced in Section 9.1(a)(i) and to station personnel on the Lutak Dock, and to undertake such activities as are appropriate to effect the output or input of fuel across the Lutak Dock via the fuel pipeline and to conduct Lessee's business in conjunction with the Demised Premises;

(v) Upon written advance approval from Lessor, such approval not to be unreasonably withheld or delayed, the right to extend Lessee's fuel pipeline referenced in Section 9.1(a)(i) underneath the Lutak Dock to another location underneath the Lutak Dock from the fuel pipeline currently in use and to install, construct, operate, maintain, remove, repair, replace and use such pipeline, together with all connections and appurtenances to it, including the right to establish a new header at another location on the Lutak Dock subject to the consent of Lessor and appropriate government authorities. Lessee shall have all rights granted under Section 9.1(a)(iii) so that it may effect the input and output of fuel through such pipeline and to conduct Lessee's business in conjunction with the Demised Premises;

(vi) Upon written advance approval from Lessor, such approval not to be unreasonably withheld or delayed, the right to install, construct, operate, maintain, remove, repair, replace and use a truck rack(s) similar to the one currently in use by Lessee at the Lutak Dock in the areas as shown in Exhibit C. The area to be used for this truck rack shall be immediately adjacent to the Lutak Dock and shall be constructed and operated within a surveyed and staked site to be completed in advance of construction by Lessee which site shall not be larger than 5,000 sq. feet and limited to a level of activity necessary to maintain normal support of Lessee's use of the Lessee Used Premises under this Agreement;

(vii) A right-of-way for non-exclusive access by vehicles and pedestrians to and from the Demised Premises to and from the Lutak Dock over an existing limited access road with access limited by Lessee between the Demised Premises and a road leading into Lutak Road near the Lutak Dock ("Lessee Service Access"), which Lessee Service Access is as shown in Exhibit C; and

(viii) A right-of-way to operate, maintain, remove, repair, replace and use (A) the truck rack which occupies approximately 4,900 square feet of Lot 6, Lutak Dock Lease as shown in Exhibit C; and (B) any additional truck rack(s) installed under Section 9.1(a)(vi) (the "Truck Rack Site(s)").

**Section 9.2 Non-Exclusivity of Access Right.** Subject to reservation of Lessor's rights as set forth in Article VIII, the Access Right granted to Lessee in Section 9.1 shall at all times be non-exclusive as to Lessee, unless Lessee's use of the Access

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Right shall be in the context of the Pipeline Right of Way, Truck Rack Site(s) and connections and appurtenances to either, including the Lessee Service Access.

**Section 9.3 Maintenance.** (a) In addition to other statements of payment of costs and expenses in this Agreement, Lessee shall at all times during the Lease Term pay all costs and expenses relating to of maintaining the following: (i) fuel pipelines, truck racks and other improvements made in conjunction with, and operated by Lessee in the areas covered by, the Access Right; and (ii) Lessee Service Access within the areas covered by the Access Right.

(b) Notwithstanding the provisions of Section 9.3(a), in the event Lessor or any other persons or entities shall use any right(s)-of-way in the area covered by the Access Right, costs and expenses of construction and maintenance of such areas covered by the Access Right shall be prorated based upon such use in a manner as reasonably determined by Lessor and provided that Lessor shall provide Lessee with documentation of the basis for such determination.

**Section 9.4 Survey.** Lessor shall, at Lessor's sole expense, survey and plat the Demised Premises, Pipeline Easement, Lessee Service Access and Truck Rack Site within one (1) year of the Commencement Date. Said survey and plat shall be provided to Lessee for Lessee's review and upon completion and approval by the platting authority, shall be attached hereto as Exhibit D. Exhibit D shall be conclusive as to the location of the Demised Premises, Pipeline Easement, Truck Rack Site and Access Road Easement.

## ARTICLE X

### Compliance with Law; Indemnification

**Section 10.1 Compliance with Law, Generally.** (a) Lessee and Lessor shall each comply with, and abide by, all federal, state, municipal and other governmental statutes, laws, ordinances, rules, regulations and administrative agency or court orders, including but not limited to applicable portions of the Borough Code, and otherwise as specifically referenced in this Agreement, affecting the Lessee Used Premises or any activity or condition on the Lessee Used Premises.

(b) Any material failure of Lessee to comply with this Section 10.1 shall constitute an event of default under this Agreement.

**Section 10.2 Compliance with Environmental Laws.** (a) In furtherance, and not in limitation, of Section 10.1, Lessee and Lessor shall each comply with, and abide by, all federal, state and local governmental statutes, laws, ordinances, rules, regulations and administrative agency or court orders relating to health, safety, noise,

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environmental protection, waste disposal, hazardous or toxic materials and substances, and water and air quality ("Environmental Laws"), including but not limited to undertaking the following specific actions:

(i) Procure, maintain in effect and comply with all conditions of any permits, licenses and other governmental and regulatory approvals required by Environmental Laws, including but not limited to permits required for discharge, transport, treatment or disposal of Hazardous Substances.; and

(ii) Except as shall be discharged into the ambient air, waters or a sanitary sewer servicing area in strict compliance with all applicable Environmental Laws, any Hazardous Substances to be treated and disposed of by Lessee shall be removed and transported solely by duly licensed transporters to a duly licensed treatment and disposal facility for final treatment and disposal, except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary land fill.

(iii) Lessee shall provide to Lessor a copy of Lessor's fuel Spill Prevention, Control and Countermeasure (SPCC) plan and shall maintain fuel spill and response capability.

(b) In the event of any discharge, leakage, spillage, emission or pollution of any type shall occur, upon or from the Lessee Used Premises, Lessee shall immediately notify Lessor.

(c) Lessee shall maintain a complete file, which shall be subject to inspection by Lessor at any reasonable time, containing copies of all correspondence, permits, agency approvals and authorizations or other materials between Lessee and any federal, state or other governmental authority.

(d) Material failure of Lessee to comply with this Section 10.2 shall constitute an event of default under this Agreement.

(e) As used in this Article X and in this Agreement; the following terms have the following meanings:

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

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federal law, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law, or (C) Petroleum Products.

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

(f) Upon execution of this Agreement, Lessee shall continue to be responsible for the proper handling and storing of all Hazardous Substances that are on, or associated with, Lessee Used Premises, as well as any Hazardous Substance or environmental issue caused by them on those premises.

**Section 10.3 General Indemnity.** (a) **By Lessee.** Lessee shall indemnify, defend and hold Lessor, its prior, present and future officials, elected officials, employees, agents and representatives harmless from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or grant agreement or any other injury or harm including sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or other costs and expenses, directly or indirectly arising from connected to or on account of the following:

(i) Lessee's use of Lessee Used Premises, or from the conduct of Lessee's business, or from any activity, work or things done or permitted by Lessee on or in connection with the Lessee Used Premises or in conjunction with activities on those premises by Lessor or Lessor's officers, employees, agents, business invitees or contractors;

(ii) Any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Agreement;

(iii) Any negligence of Lessee, or any of Lessee's agents, contractors, customers, employees, or any person claiming by, through or under Lessee; and

(iv) Any accident on or in connection with Lessee Used Premises, or any fire on them or any nuisance made or suffered on them that was proximately caused by Lessee's operations.

(b) **By Lessor.** Lessor shall indemnify, defend and hold Lessee, its officers, employees, contractors, and agents harmless from and against any and all liabilities, losses, suits, administrative actions, claims, awards, judgments, fines, demands, damages, injunctive relief or penalties of any nature or kind to the full extent of the loss or obligation for property damage, personal injury, death, violation of any regulation or

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grant agreement or any other injury or harm including sums paid in settlement of claims, attorney fees, consultant fees, expert fees, or other costs and expenses, directly or indirectly arising from connected to or on account of the following:

(i) Lessor's use of Lutak Dock or Lessee Service Access or any activity, work or things done by Lessor or Lessor's officials, elected officials, employees, agents, representatives, licensees, or grantees of rights-of-way or easements (other than the general public) in, about, or adjacent to the Lessee Used Premises; and

(ii) Any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Agreement; and

(iii) Any negligence of Lessor, or any of Lessor's officials, elected officials, employees, or agents, representatives, licensees, or grantees of rights-of-way or easements other than the general public;

provided, however that nothing in this Section 10.3(b) shall require Lessor to indemnify Lessee from damages or claims arising from or based upon:

(A) the act or omission of an employee or member of the fire department in the execution of a function for which the department is established;

(B) the grant, issuance, refusal, suspension, delay, or denial of a license, permit, appeal, approval, exception, variance, or other entitlement, or a rezoning, other than in breach of any obligation of Lessor under this Agreement;

(C) the exercise or performance of a duty or function upon the request of, or by the terms of an agreement or contract with, the state to meet emergency public safety requirements;

(D) the exercise or performance of a duty in connection with an enhanced 911 emergency system and not based on an intentional act of misconduct or on an act of gross negligence;

(E) with respect to Lessor's indemnity obligations under Section 10.3(b)(iii) only, the exercise or performance or the failure to exercise or perform a discretionary function or duty by Lessor or its agents, officers, or employees whether or not the discretion involved is abused; or

(F) the condemnation or inverse condemnation by Lessor of all or any portion of the Lessee Used Premises.

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(c) Procedure. The indemnified party shall promptly notify the indemnifying party of any indemnified claim under this Section 10.3 and shall cooperate in defense of such claim as reasonably requested by the indemnifying party, at the indemnifying party's sole expense. The indemnifying party shall not settle any indemnified claim without the indemnified party's prior, written authorization, such authorization not to be unreasonably withheld or delayed.

(d) Contamination by Hazardous Substance. Nothing in this Section 10.3 shall be deemed or construed to impose an obligation on Lessee or Lessor to defend or indemnify for any claims, judgments, damages, penalties, fines, liabilities or losses arising as the result of Contamination by Hazardous Substances. The parties rights and obligations with respect to Contamination by Hazardous Substances are governed by the provisions of Section 10.4 below.

**Section 10.4 Environmental Indemnity.** (a) **By Lessee.** If Contamination of the Lessee Used Premises by a Hazardous Substance occurs from the operation of Lessee's business on the Lessee Used Premises, notwithstanding the other provisions of this Article X pertaining to general indemnification, Lessee shall indemnify, defend and hold harmless Lessor against any and all claims, judgments, damages, penalties, fines, liabilities or losses, including, without limitation, sums paid in settlement of claims and other litigation expenses such as attorneys' fees, consultant fees and expert fees, which arise during or after the Lease Term as a result of such Contamination, except to the extent that Lessee proves that the Contamination was proximately caused by any act or omission of Lessor or Lessor's officials, elected officials, officers, employees, agents, contractors, representatives, permittees, licensees, invitees or recipients of rights-of-way or easements. The damages included in this indemnification include, but are not limited to, costs incurred in connection with any Cleanup required by any federal or state agency because of a release of Hazardous Substances into the soil or groundwater on or under the Lessee Used Premises or other properties.

(b) **By Lessor.** If Contamination of the Lessee Used Premises by a Hazardous Substance occurs from the Lessor's activities or operations on or in connection with the Lessee Used Premises, or from the activities or operations of any officials, elected officials, officers, employees, agents, representatives, permittees, invitees or recipients of rights-of-way or easements of Lessor on or in connection with the Lessee Used Premises, notwithstanding the other provisions of this Article X pertaining to general indemnification, Lessor shall indemnify, defend and hold harmless Lessee against any and all claims, judgments damages, penalties, fines, liabilities or losses, including, without limitation, sums paid in settlement of claims and other litigation expenses such as attorneys' fees, consultant fees and expert fees, which arise during or after the Lease Term as a result of such Contamination except to the extent that Lessor proves that the release was proximately caused by the acts or omissions of Lessee or its employees, permittees, agents, or contractors. The damages included in this

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indemnification include, but are not limited to, costs incurred in connection with any Cleanup required by any federal or state agency because of a release of Hazardous Substances into the soil or groundwater on or under the Lessee Used Premises or other properties.

(c) Procedure. The indemnified party shall promptly notify the indemnifying party of any indemnified claim under this Section 10.4 and shall cooperate in defense of such claim as reasonably requested by the indemnifying party, at the indemnifying party's sole expense. The indemnifying party shall not settle any indemnified claim without the indemnified party's prior, written authorization, such authorization not to be unreasonably withheld or delayed.

**Section 10.5 Notice of Actual or Threatened Release of Hazardous Substances.** (a) Lessee shall give notice to Lessor, not later than 72 hours after receipt of:

(i) Written notice and a copy of any notice or correspondence Lessee receives from any federal, state or other governmental agency or authority regarding Hazardous Substances on the Lessee Used Premises or which affect or will affect the Lessee Used Premises, or expenses or losses incurred or expected to be incurred by Lessee or any governmental agency to study, access, contain or remove any Hazardous Substances on or near the Lessee Used Premises; and

(ii) Written notice of any information Lessee obtains regarding release of Hazardous Substances on or from the Lessee Used Premises.

(b) In the event Lessor has cause to believe that a release of Hazardous Substances has occurred or is threatened, Lessor shall give notice to Lessee as soon as reasonably practicable but not later than 24 hours thereafter of such damage or threatened damage or other event involving Hazardous Substances covered by this Article X. After the timely provision of such notice, unless the parties shall mutually agree otherwise, Lessor shall have the right to demand that Lessee take immediate action to respond to the release and take corrective action to the extent that such release results from the operation of Lessee's business on the Lessee Used Premises.

(c) Failure of Lessee to materially comply with Lessor's requests under Section 10.5(b) will be treated as an event of default under this Agreement.

(d) Lessor's rights under this Section 10.5 shall not be construed as creating an obligation on Lessor's part to provide for any inspection as to the environmental practices of Lessee.

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**Section 10.6 Oil and Hazardous Substance Cleanup.** In the event of a release or threatened release of Hazardous Substances on or from the Lessee Used Premises as the result of the operation of Lessee's business on the Lessee Used Premises, and in the event that Lessee fails to take responsive action as required by Environmental Laws, Lessor may take any necessary measures, in compliance with Environmental Laws, on an area wide or non-area wide basis, to contain, Cleanup, or prevent a release or threatened release of oil or any other Hazardous Substance, and to make any necessary plans to contain, Cleanup, or prevent such release or threatened release, in accordance with applicable provisions, as amended, of AS 26.23, 29.35.500 through 29.35.590, 46.03, 46.04, 46.08, and 46.09.

**Section 10.7 Survival of Indemnification, Lessor in Possession.** The obligations of each party to indemnify, defend and hold harmless the other party and others as set forth in this Agreement shall survive the termination of this Agreement and shall be a continuing obligation not subject to any limitations.

## ARTICLE XI Eminent Domain

**Section 11.1 Effect of Condemnation.** In the event the whole or any part of the Demised Premises, the Access Right or the portion of the Lutak Dock used by Lessee in the conduct of its business activities pertaining to the Demised Premises shall be taken by any authorized body vested with the power of eminent domain, the provisions of this Article XI, to the extent allowed by law, shall apply.

**Section 11.2 Taking of the Entire Premises.** (a) In the event all of the Lessee Used Premises shall be taken by condemnation, the Lease Term and all rights of Lessee will immediately terminate, and the Rent will be adjusted so that they shall be due only until the date Lessee shall be required to surrender possession of the Lessee Used Premises.

(b) Subsequent enactment of a statute, law, rule, regulation, order or ordinance which shall render Lessee's continued occupancy and use of the Lessee Used Premises untenable as shall be determined by a court of competent jurisdiction, shall also constitute a total taking for purposes of this Section 11.2 as of the effective date of such action.

**Section 11.3 Allocation of Compensation.** (a) All awards and other compensation received or payable as a result of eminent domain proceedings, or a transfer in lieu thereof, constituting a total taking (collectively, "Award") shall be subject to this Section 11.3.

(b) The Award shall be divided between Lessor and Lessee as follows:

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(i) Lessee shall recover the then fair market value of its leasehold interest in the Demised Premises and, if applicable, the Access Right and improvements made by Lessee to the Lutak Dock, from the time of the taking until the expiration of the Lease Term;

(ii) Lessee shall recover the unamortized balance of any investment made by Lessee for Lessee's improvements which is lost as a result of the taking, but only to the extent that such improvements increase the fair market value of Lessee's leasehold interest in the Demised Premises as of the time of the taking;

(iii) Lessor shall recover the then fair market value of its reversionary interest in the Demised Premises; and

(iv) Either party may recover the portion of any consequential damages attributed to that party, provided that those damages are allowed as part of the Award.

(c) Items listed in Section 11.3(b)(i)-11.3(b)(iv) are not listed in order of priority. Rather they shall be considered collectively. Any questions regarding the allocation of the Award which are not controlled by those four items are to be decided in conformity with existing laws of the State of Alaska.

(d) In the event the Award shall not be allocated in the eminent domain proceedings, the parties shall attempt to negotiate a settlement prior to pursuing other legal recourse.

**Section 11.4 Partial Taking.** (a) In the event a partial taking of any part of the Demised Premises, the Lutak Dock or the Access Right shall render Lessee's continued occupancy and use of the Demised Premises untenable as concluded by mutual agreement of the parties, Lessee shall have the option to terminate this Agreement prospectively by so notifying Lessor not later than 30 days after the later of the date of such taking or the date the parties reach such conclusion.

(b) In the event a partial taking of any part of the Demised Premises, the Lutak Dock or the Access Right shall not render Lessee's continued occupancy and use of the Demised Premises untenable or Lessee shall not give notice described in Section 11.4(a), the rent shall be reduced in an amount commensurate with the degree to which the usefulness of the Lessee Used Premises shall have been reduced as a result of such partial taking, as determined based upon a new, independent appraisal and in accordance with other requirements of the Borough Code.

(c) The subsequent enactment of a statute, law, rule, regulation, order or ordinance which shall render Lessee's continued occupancy and use of part, but not all

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of the Demised Premises unlawful or untenable as shall be concluded by mutual agreement of the parties, shall constitute a partial taking for the purposes of Section 11.4 as of the effective date of that taking.

(d) Any Award for a partial taking or transfer shall be divided in accordance with Section 11.3(b).

**Section 11.5 Voluntary Conveyance.** A voluntary conveyance to a public utility, agency or authority under threat of taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article XI.

## ARTICLE XII Assignment and Subletting

**Section 12.1 Assignment.** (a) Lessee may assign this Agreement with prior written approval of Lessor and in accordance with the Borough Code, which approval is not to be unreasonably withheld.

(b) The assignee in an assignment under Section 12.1(a) shall be subject to all the provisions of this Agreement. In such an assignment, Lessee-assignor shall not be relieved of its obligations under this Agreement, unless agreed upon in writing by Lessor.

(c) Lessor may accept rent from the assignee or other transferee in an assignment under Section 12.1(a); provided that no such collection of rent shall be deemed a waiver of any term or condition of this Agreement or acceptance of the assignee or other transferee as the lessee under this Agreement.

(d) Notwithstanding the provisions of Section 12.1(a), Lessee may assign this Agreement for security purposes only to a financial institution which has or will loan funds to Lessee, but only with the further written consent of Lessor.

(e) A copy of the assignment shall be filed with Lessor.

**Section 12.2 Subletting.** (a) Lessee may sublease the Lessee Used Premises or any part of them; provided that Lessee must first obtain prior written approval of the Borough Assembly.

(b) All subleases shall be in writing and shall include all the terms and conditions of lease under this Agreement.

(c) Notwithstanding a subletting under Section 12.2, Lessee shall continue to be liable under this Agreement in accordance with its terms and conditions.

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(d) Lessor may collect rent from the sublessee. However, such collection shall not be deemed a waiver of any term or condition of this Agreement or any acceptance of the sublessee as the lessee under this Agreement.

(e) A copy of the sublease shall be filed with Lessor.

### ARTICLE XIII Warranties

**Section 13.1 Title and Quiet Possession.** Except as set forth in Article VIII on reservation of rights in Lessor, Lessor covenants that Lessee shall have quiet and peaceable possession of the Lessee Used Premises during the Lease Term, subject to the terms of this Agreement.

**Section 13.2 Hazardous Substances.** While not limiting other warranties as may appear in this Agreement, Lessee specifically warrants, covenants and guarantees that all Hazardous Substances are stored in a proper and legal fashion, and that there are no known instances of contamination of the Lessee Used Premises, where these items are stored or otherwise handled on those premises.

**Section 13.3 Authority of Agents.** Each party to this Agreement warrants that the individual signing this Agreement on that party's behalf has written authority to enter into this Agreement from that party.

### ARTICLE XIV Taxes

**Section 14.1 Payment.** (a) Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, including but not limited to property and sales taxes levied by Lessor, assessments, charges or fees, of every kind whatsoever, including all governmental charges of whatsoever kind which may be levied, assessed or charged, or which may become a lien or charge on or against the Lessee Used Premises, or any part of them, the leasehold of Lessee under this Agreement, or any improvements now or hereafter on the Lessee Used Premises or against Lessor by reason of its ownership of the fee underlying this Agreement, during the entire Lease Term. Such payments shall be considered Additional Fees.

(b) Failure of Lessor to collect from Lessee such taxes and other items identified in Section 14.1(a) shall not constitute a waiver of the requirement to pay those amounts when due including any interest, penalty or other sanction amounts on monies whose payment shall be past due as required under this Agreement or under the Borough Code.

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**Section 14.2 Contesting Taxes.** (a) In the event Lessee shall desire to contest the validity or amount of any Lessor tax, assessment or other governmental charge under this Agreement or otherwise related to the Lessee Used Premises agreed to be paid by Lessee, Lessee shall be permitted to do so pursuant to the applicable Borough Code provisions governing such contest or appeal. However, Lessee prior to, or in conjunction with, contesting such payment shall give prior written notice to Lessor and shall continue to make payment of such tax or charge during the pendency of such contest.

(b) In the event a contest under Section 14.2(a) shall be ruled in favor of Lessee, where such contested payment shall have been made to Lessor, Lessor shall return such payment to Lessee in accordance with the terms of that determination in favor of Lessee.

## ARTICLE XV Insurance

**Section 15.1 Coverage Requirements.** (a) Lessee shall, at all times during the Lease Term, at its own expense, keep in force by advance payment of premiums, several policies of insurance for protection against claims of employees or other persons, insuring both Lessee and Lessor against any liability that may accrue against them or either of them in connection with the rights and duties of Lessee under this Agreement and pertaining to the Lessee Used Premises ("Business Insurance").

(b) The required Business Insurance shall be as follows:

(i) Insurance covering claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

(ii) Insurance covering public liability and property damage liability in an amount of not less than \$2 million per occurrence and \$4 million in the aggregate. Such insurance shall be written on an occurrence basis;

(iii) Insurance covering casualty and other liability on vehicles owned or otherwise used by Lessee in conducting its business in an amount of not less than \$2 million; and

(iv) Insurance covering marine general liability in an amount of not less than \$5 million, where this insurance coverage shall not be limited by an aggregate amount.

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(c) Lessee shall produce, upon execution of this Agreement and thereafter upon demand by Lessor, copies of certificates of insurance pertaining to Business Insurance disclosing the identities of such carriers and the policy amounts and coverage to the satisfaction of Lessor.

(d) Lessor shall have the right to require Lessee to increase insurance coverage required under this Section 15.1, in which any resulting increase in premium shall be at Lessee's expense, in the event Lessor shall determine that such increased coverage shall be in the best interest of the public.

**Section 15.2 Pollution Coverage and Carriers.** (a) Lessee represents that all waterborne or surface fuel carriers which service or such carriers who will service Lessee's business and use of Lessee Used Premises shall each have and maintain a policy of insurance insuring both Lessee and Lessor against any liability arising from, or associated with, ground or water pollution damage due to fuel or oil spillage while loading, unloading, transferring or transporting fuel, oil or other Petroleum Products on or about the Lessee Used Premises or Lessor's premises adjacent to those areas.

(b) Lessee shall produce upon execution of this Agreement and thereafter upon demand by Lessor, copies of certificates of insurance covering such carriers disclosing the identities of such carriers and the policy amounts and coverage to the satisfaction of Lessor and as required by applicable state or federal law or regulation.

**Section 15.3 Pollution Coverage by Lessee.** (a) Lessee shall have and maintain a policy of insurance covering both Lessee and Lessor against any liability arising from or associated with ground or water pollution damage due to fuel or oil spillage while loading, unloading, storing, transferring or transporting fuel, oil or other Petroleum Products on or about the Lessee Used Premises and also covering such damage on and about Lessor's premises adjacent to those areas.

(b) Lessee shall produce upon execution of this Agreement and thereafter, upon demand by Lessor, certificates of insurance proving Lessor and Lessee are covered in amounts not less than \$5 million per occurrence, or in such greater amounts as may be required by any regulatory agency, if applicable. Lessee shall do all things required to maintain such policy in force during the Lease Term.

(c) Lessor shall have the right to review and approve deductible amounts under any insurance policy required by this Agreement and to require Lessee to increase insurance coverage required under this Section 15.3 or reduce deductibles, in which any resulting increase in premium shall be at Lessee's expense, in the event Lessor shall determine that such increased coverage shall be in the best interest of the public.

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**Section 15.4 Insurance Certificate.** (a) Required insurance under this Article XV shall be placed with one or more insurance carriers satisfactory to Lessor and licensed to do business in the State of Alaska, and shall not be subject to cancellation or any material change except after 30 days written notice to Lessor.

(b) A certificate of insurance reflecting full compliance with the requirements of this Article XV shall, at all times during the Lease Term, be kept at the general offices of Lessor in Haines, Alaska.

(c) If Lessee fails to comply with these insurance requirements, Lessor may terminate this Agreement upon 30 days written notice, or may obtain and pay for such insurance and keep the same in force and effect. In such event, Lessee shall pay Lessor on demand for the premium cost thus incurred by Lessor.

**Section 15.5 Maintenance of Coverage.** (a) All public liability, property damage, water pollution, and other casualty policies shall be written as primary policies. They shall not be contributing with, or in excess of, any insurance coverage that Lessee may otherwise carry, except as may be required by Lessor.

(b) In order to maintain the same level of coverage that will exist at the commencement of this Agreement, the amounts and types of coverage which shall be called for in this Article XV, shall be subject to review by Lessor at the end of each 12 month period from the commencement date of this Agreement. In the sole discretion of Lessor, such requirement shall be increased pursuant to Section 15.1(d) or Section 15.3(c) as the case may be.

(c) Lessee shall deliver copies to Lessor of all insurance reports required by any federal and state agencies pursuant to the provisions of Section 18.2.

## ARTICLE XVI Default and Remedies

**Section 16.1 Default.** (a) Each of the following shall be deemed an event of default by Lessee under this Agreement:

(i) Lessee shall fail to pay any installment of rent or perform any other obligation under this Agreement involving the payment of money on the date the same is due and thereafter for a period of five days;

(ii) Lessee shall fail to comply with any term, special condition as set forth in Section 5.3, provision or covenant to which Lessee is subject under this Agreement, including but not limited to Article XV, whether or not the term, condition, provision or covenant shall be expressly identified as an event of default;

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(iii) Lessee shall abandon the Lessee Used Premises; provided that, abandonment shall only be inferred from actions of Lessee indicating a permanent suspension of business activity at the Lessee Used Premises, and not for temporary or seasonal shutdowns; provided further that Lessee shall give written notice to Lessor prior to such temporary or seasonal shutdowns;

(iv) Filing of a petition by or against Lessee for adjudication as a bankrupt under the federal Bankruptcy Act, as now or hereafter amended or supplemented, or for reorganization within the meaning of the federal Bankruptcy Act, or the filing of any petition by or against Lessee under any future bankruptcy act for the same or similar relief;

(v) Dissolution or the commencement of any action or proceeding for the dissolution or liquidation of Lessee, whether instituted by or against Lessee or for the appointment of a receiver or trustee of the property of Lessee;

(vi) Taking possession of Lessee by a governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Lessee; and

(vii) Making by Lessee of any assignment for the benefit of creditors.

(b) Failure by Lessor to comply with a material term, provision or covenant to which Lessor is subject under this Agreement shall be considered a default by Lessor under the Agreement.

(c) No improvements may be removed by Lessee or any other person during any time Lessee is in default under this Agreement.

**Section 16.2 Notice and Cure.** (a) In the event of an occurrence of an event of default as described in Section 16.1, the non-defaulting party shall give written notice to the defaulting party describing the specific default and demanding written response from the defaulting party acknowledging the default and stating how it is to be resolved ("Notice of Default"). If the Lessee is the defaulting party the Notice of Default shall also be provided to the holder of a properly recorded mortgage, conditional assignment or collateral assignment ("Secured Party") provided the Secured Party has given Lessor notice of their security interest and the Secured Party's address.

(b) In the event a party is in default under Section 16.1(a)(ii)-(vii) or Section 16.1(b), and the default continues for 30 days after service of a Notice of Default by the non-defaulting party without remedy of the default, or if the default is of such a character as to reasonably require more than 30 days to cure, and in the event the defaulting party shall fail to use reasonable diligence in curing such default within such additional

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time as shall be reasonably necessary to do so, the non-defaulting party shall take such action as shall be necessary to protect Lessor's rights and best interests, including the exercise of any and all rights after default permitted by this Agreement.

(c) In the event Lessee is in default for failure to pay any installment of rent or other payment of money under Section 16.1(a)(i) and fails to cure within ten (10) business days of written notice specifying the default, Lessor shall have the right, upon notice to Lessee, to take such action as shall be necessary to protect Lessor's rights and best interests, including the exercise of any and all rights after default permitted by this Agreement.

(d) Failure by the non-defaulting party to give Notice of Default to the defaulting party shall not constitute a waiver of the non-defaulting party's rights under this Agreement.

**Section 16.3 Rights upon Default.** (a) After the period specified in Section 16.2 has expired, and in the event a default remains uncorrected, in addition to any rights and remedies that the parties may otherwise be given by statute, common law or otherwise, the non-defaulting party has certain remedies under this Agreement ("Remedies").

(b) The Remedies are as follows:

(i) The non-defaulting party may declare this Agreement cancelled and the Lease Term ended;

(ii) The non-defaulting party may recover the following items of damage: (A) reasonable attorney fees and other expenses reasonably incurred by reason of the breach or default in accordance with applicable law; (B) the cost of performing any covenant to be performed; and (C) interest on monies owed at two percent per annum above the prime rate for commercial loans as most recently published in the Wall Street Journal or if not available, a similar national publication at the time of the default or, if lower, the maximum rate allowed by law, on all amounts owing from the date due until payment thereof in full;

(iii) The non-defaulting party may obtain specific performance of this Agreement;

(iv) Lessor, if the non-defaulting party, may re-enter the Lessee Used Premises and take possession of, and remove all property from, the same, without liability for any damage therefor, remove all persons and property therefrom, either by summary proceedings or by suitable action at law; provided that any entry or re-entry, possession, repossession or dispossession by Lessor, whether taken by summary

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proceedings or otherwise, is not deemed to absolve, relieve, release, or discharge Lessee, either in whole or in part for the monetary liability under this Agreement;

(v) Lessor, if the non-defaulting party, shall use reasonable efforts to relet the Lessee Used Premises in whole or in part for any period equal to or greater or less than the remainder of the original Lease Term, for any sum which may be reasonable;

(vi) Lessor, if the non-defaulting party, may collect any and all rents due, or to become due, from sublessees or other occupants of the Lessee Used Premises; and

(vii) Lessor, if the non-defaulting party, may recover from Lessee an amount equal to any item of damage specified in Section 16.2, or an amount equal to the amount of all monthly rents otherwise due for the remainder of the Lease Term reduced by the monthly amount in fact received on releasing of the Lessee Used Premises.

**Section 16.4 Remedies Cumulative.** The Remedies of Lessor and Lessee under this Agreement shall be deemed cumulative and not exclusive of each other.

## ARTICLE XVII Termination and Holding Over

**Section 17.1 Redelivery of Premises.** (a) Lessee shall, at the expiration or sooner termination of this Agreement, peaceably and quietly quit and surrender to Lessor the Lessee Used Premises in substantially the same state and condition as the Lessee Used Premises were at the commencement of the Previous Agreement, ordinary wear and tear excepted.

(b) The Access Right shall terminate at the expiration or sooner termination of this Agreement, and Lessee shall peaceably and quietly quit and surrender areas covered by the Access Right to Lessor in substantially the same state and condition as those areas were at the commencement of the Previous Agreement, including in the context of the Access Right, unless Lessor in writing waives such requirement, removing all improvements placed in the Access Right by Lessee and its affiliates, representatives and agents.

**Section 17.2 Re-Entry by Lessor.** (a) In the event this Agreement is terminated, or in the event that the Lessee Used Premises, or any part of them remain abandoned by Lessee upon completion of the procedures set forth in Sections 16.2 and 16.3, Lessor or its agents, servants or representatives, may, immediately or at any time thereafter, re-enter and resume possession of said property or such part of them, and

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remove all persons and property from that property, either by summary proceedings, or by a suitable action or proceeding at law, without being liable for any damages therefor.

(b) No re-entry by Lessor shall be deemed an acceptance of a surrender of rights under this Agreement.

**Section 17.3 Disposal upon Termination.** In the event that this Agreement is terminated, Lessor may offer the Lessee Used Premises for lease or other appropriate disposal.

**Section 17.4 Holding Over.** (a) Upon failure of Lessee to surrender possession of the Lessee Used Premises upon termination of this Agreement, Lessee's possession of the Lessee Used Premises shall continue, only on a month-to-month tenancy at the yearly rental rate charged at the time of termination of this Agreement, on a monthly pro rata basis, plus 18% of such monthly amount, for each month that Lessee retains possession of the Lessee Used Premises after termination and prior to vacating the Lessee Used Premises or execution of a subsequent or amended lease agreement ("Holding Over Period").

(b) Lessee shall acquire no additional rights to, or interest in, the Lessee Used Premises during the Holding Over Period, and shall be subject to legal action by Lessor to require the surrender of the Lessee Used Premises.

(c) All terms of this Agreement shall apply during the Holding Over Period.

(d) The receipt by Lessor of any rent or any other sum of money after termination in any manner of the Lease Term, or after giving by Lessor of any notice under this Agreement to effect such termination, shall not reinstate, continue or extend the Lease Term, or destroy or, in any manner, impair the efficacy of any such notice or termination as may have been given under this Agreement by Lessor to Lessee prior to the receipt of any such sum of money or other consideration, unless prior written consent of Lessor is obtained.

## ARTICLE XVIII General Provisions

**Section 18.1 Disclaimer.** Lessor's consent to Lessee's use of the Lessee Used Premises shall not be construed as approving or endorsing that use of the Lessee Used Premises for the purposes proposed by Lessee. Lessor disclaims any such express or implied approval or warranty.

**Section 18.2 Notices.** (a) Any notices, requests or demands or other communications required or permitted to be made by a party under the terms of this

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Agreement shall be in writing, delivered personally or mailed by registered or certified mail, return receipt requested, addressed to the other party at the address of record, designated as follows:

(i) Lessor:

If by Mail: Haines Borough  
Attention: Borough Clerk  
P.O. Box 1049  
Haines, Alaska 99827

If by Hand Delivery: Haines Borough  
Attention: Borough Clerk  
103 3rd Avenue South  
Haines, Alaska

With a copy to: Boyd, Chandler & Falconer  
Attention: Brooks Chandler  
911 W. 8th Avenue, Suite 302  
Anchorage, Alaska 99501

(ii) Lessee:

If by Mail: Delta Western, Inc.  
Attention: Amy Humphreys  
P.O. Box 1369  
Haines, Alaska 99827

If by Hand Delivery: Delta Western, Inc.  
900 Main Street  
Haines, Alaska 99827

With a copy to: Garvey Schubert Barer  
Attention: Don Scaramastra  
1191 Second Avenue, 18<sup>th</sup> Floor  
Seattle, Washington 98101

(b) Either party may designate in writing to the other party another address to which such notices and other communications under Section 18.2(a) are to be delivered.

**Section 18.3 Non-Discrimination.** Lessee, in carrying out its business under this Agreement, shall not discriminate by segregation or otherwise against any person or persons because of race, creed, color or national origin in furnishing, or by refusing to

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furnish, to such person or persons the use of any facility, or any and all services, privileges, accommodations and activities provided by Lessee.

**Section 18.4 Non-Waiver.** (a) No failure on the part of either party to enforce any covenant or provision of the Agreement, and no waiver of any right under this Agreement by either party, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of such party to enforce the same in the event of any subsequent breach or default.

(b) The receipt of rent by Lessor with knowledge of any breach of this Agreement by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of this Agreement shall not be deemed a waiver of any provisions of this Agreement.

(c) Any failure by Lessor or Lessee to enforce conditions imposed upon the other party under this Agreement shall not result in liability by the party so failing to enforce and shall not relieve the other party from its indemnity obligations under the terms of this Agreement.

**Section 18.5 Integration.** This Agreement, and the exhibits attached to it, set forth all the covenants, terms, conditions and understandings between parties and as to the Lessee Used Premises as of the Commencement Date. The Previous Agreement sets forth the covenants, terms, conditions and understandings between the parties and as to the Lessee Used Premises prior to the Commencement Date. There shall be no covenants, terms, conditions or understandings, either oral or written between the parties pertaining to the Lessee Used Premises, other than as set forth in this Agreement.

**Section 18.6 Modification.** This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties and in accordance with the Borough Code.

**Section 18.7 Recording of Lease.** Lessor shall record at Lessee's expense, a memorandum of lease pertaining to, or otherwise a copy of, this Agreement as soon as possible after its execution by the parties. Directly after recording the memorandum, Lessor shall provide Lessee with a copy stamped by the Recorder's Office for the State of Alaska showing the date and time of recording.

**Section 18.8 Attorney Fees.** If any action shall be brought to recover any payment due under this Agreement, or on account of any breach of this Agreement, or to recover possession of the Lessee Used Premises, the prevailing party shall be entitled to recover its reasonable attorney fees and all costs and expenses reasonably incurred by it in connection with such action.

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**Section 18.9 Severability of Terms.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions of this Agreement.

**Section 18.10 Binding Effect.** The terms, provisions and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding on, the parties and their respective successors and assigns, except as otherwise expressly provided in this Agreement.

**Section 18.11 Effect of Headings.** The captions, section headings and numbers, and article headings and numbers in this Agreement are included only as a matter of convenience and in no way define, limit or describe the scope or intent of those sections or articles of this Agreement, and they do not in any way affect this Agreement.

**Section 18.12 Applicable Law; Venue.** (a) This Agreement shall be governed by, and construed according with, the laws of the State of Alaska.

(b) Any dispute arising under this Agreement shall be adjudicated in the Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska.

**Section 18.13 No Duress.** Each of the parties has carefully read this Agreement, has consulted with its respective legal counsel, or had the opportunity to consult with its respective legal counsel, and states that the party fully understands the same and signs this Agreement as the party's own free act without any duress.

**Section 18.14 Construction.** The rule of construction that an agreement shall be construed against the party who shall have drafted it shall not apply to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document by and through their duly authorized persons.

LESSOR:

LESSEE:

HAINES BOROUGH

DELTA WESTERN, INC.

By: Stephanie K Scott  
Stephanie Scott, Mayor

By: [Signature]  
Its: [Signature]

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ATTEST:

Julie Cozzi  
Borough Clerk  
[Borough Seal]



STATE OF ALASKA )  
 ) ss.  
FIRST JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 20<sup>th</sup> day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Stephanie Scott, known to me to be the Mayor for the Haines Borough and that she is the individual named in and who executed the foregoing document on behalf of the Haines Borough for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year hereinabove written.



Julie E. Cozzi  
Notary Public in and for Alaska  
My commission expires: 1-29-2013

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 13<sup>th</sup> day of January, 2011<sup>7</sup>, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Amy Humphreys, known to me to be the President of Delta Western, Inc. and that she is the individual named in and who executed the foregoing document on behalf of Delta Western, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year hereinabove written.



Shanne Weerasinghe  
Notary Public in and for State of Washington,  
residing at Washington  
My commission expires: 7-19-2012

**HAINES BOROUGH  
LUTAK LAND LEASE AGREEMENT DEMISED PREMISES  
LEGAL DESCRIPTION**

Lessor hereby leases those premises designated as "Lot Totem" herein called the "Demised Premises," described as follows:

Premises One:

A fraction of land within Tract E, of which is the S ½, SW ¼, SW ¼, Section 10, T. 30S, R 59E, C.R.M. more particularly described:

Commencing at Corner 1, Alaska Tidelands Survey No. 1194, thence S 16° 21' 12" E., 735.59 feet, to the point of beginning; from which Corner 1, U.S.S. 3704 bears N. 56° 21' 02" W 644.62 feet; thence S 17° 48' 05" W 366.31 feet; thence S 72° 11' 54" E 654.51 feet; thence N 0° 04' 00" W 384.87 feet; from which the Southwest corner of Lot 4, Lutak Dock Lease bears N. 25° 58' 38" E 384.66 feet; thence 72° 11' 54" W 535.47 feet, to the point of beginning.

Containing 217,984.29 square feet, along with an easement from said Lot Totem to Lot 4, Lutak Dock for the purpose of pipelines, and rights of egress and ingress to the property from Lutak Road.

Premises Two:

A 16' x 70' strip of land adjacent to and easterly of the existing Fuel Loading Facility ("Bulk Station") at Lutak Dock as identified and colored in red in the attached Exhibit D.

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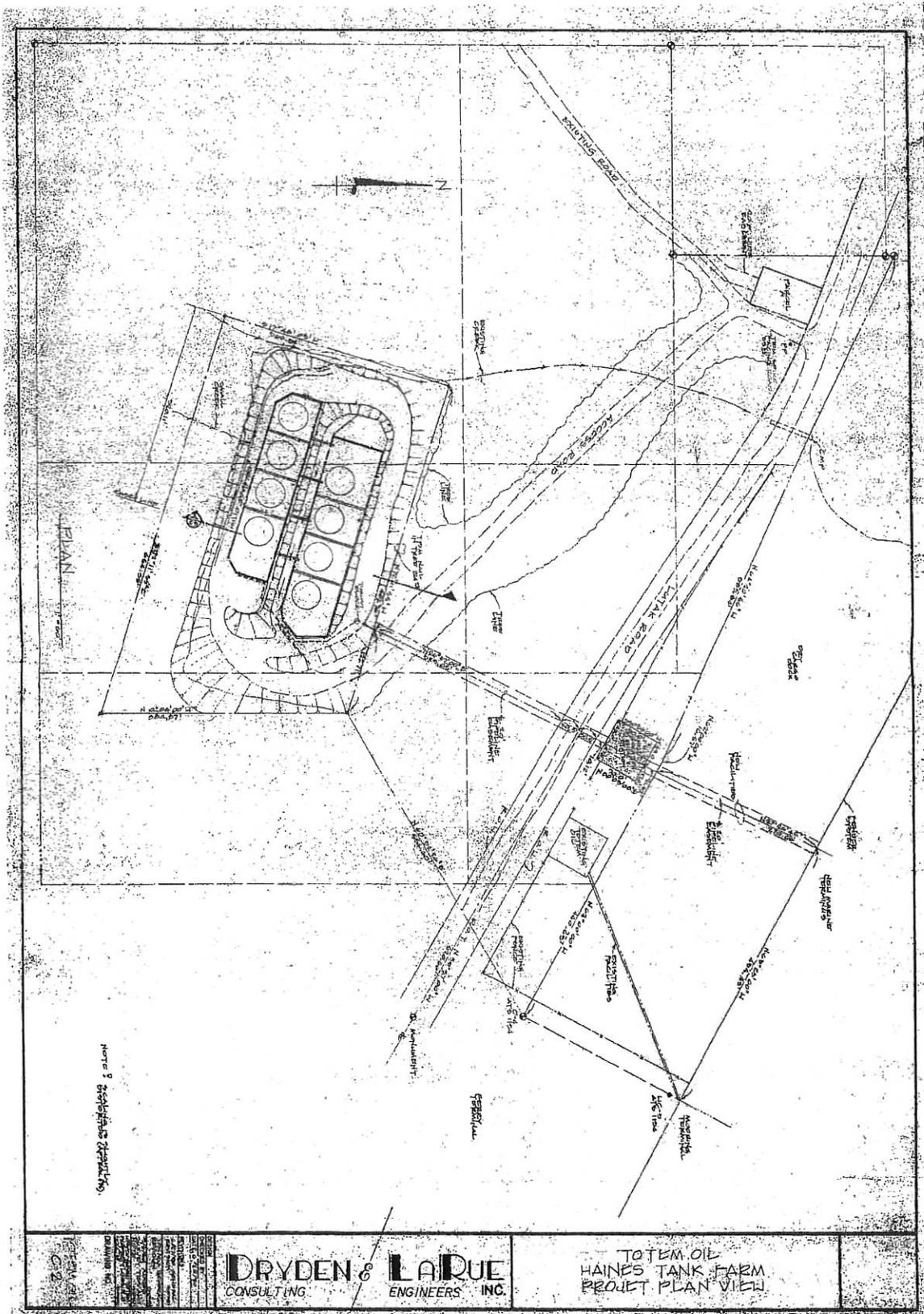
**EXHIBIT B**

**TERMS APPLICABLE TO DELTA WESTERN, INC. USE  
OF HAINES BOROUGH FACILITIES  
AT LUTAK DOCK**

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**EXHIBIT C**

**DIAGRAMS AND AERIAL PHOTO OF USE OF LESSEE USED PREMISES  
SHOWING IMPROVEMENTS, FIXTURES AND  
OTHER LEASEHOLD INTERESTS**



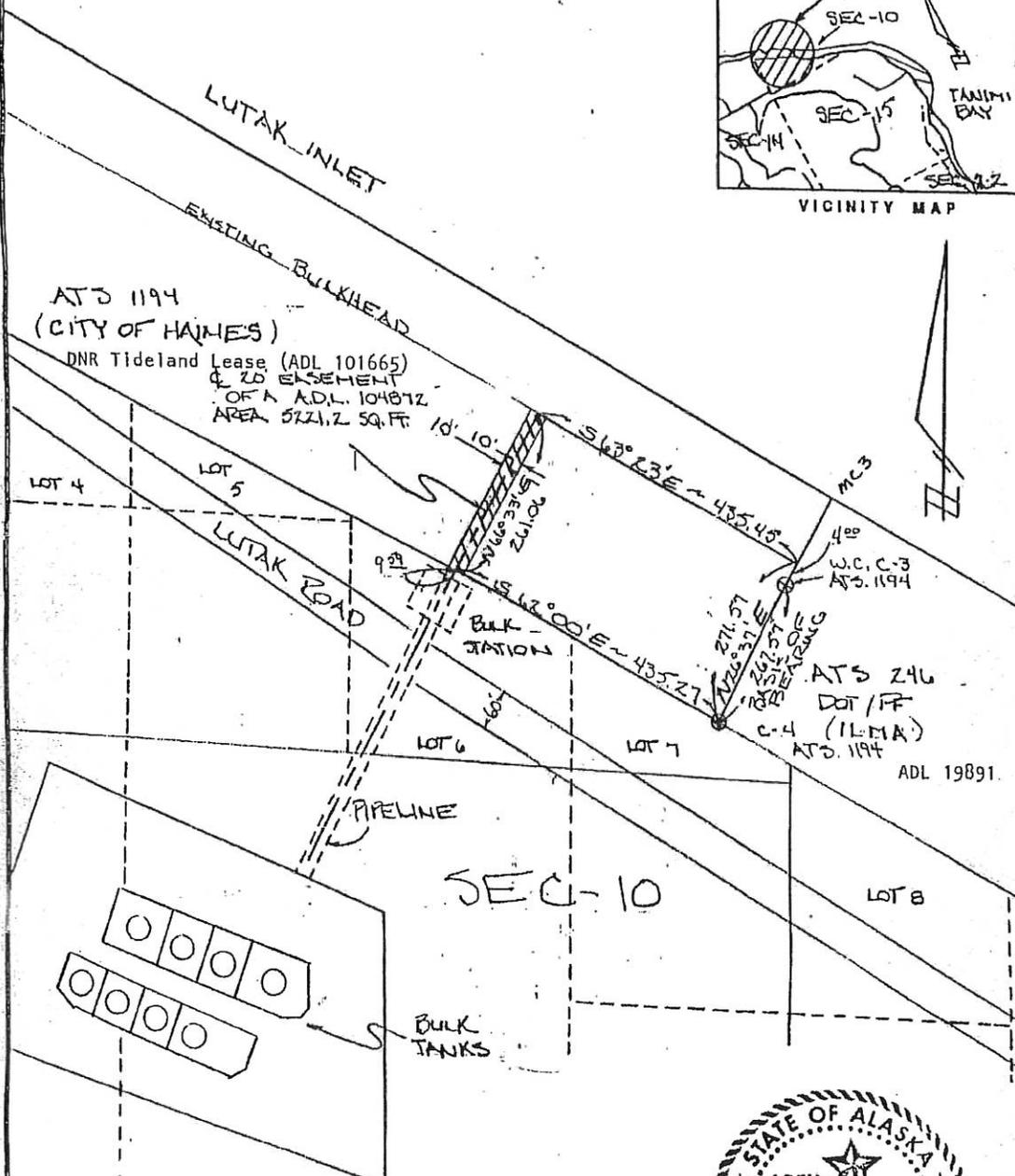
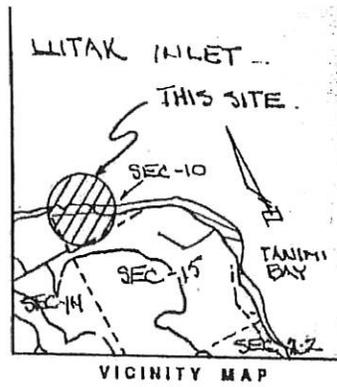
PLAN

NOTE: SEE SPECIFICATIONS SHEET NO. 10

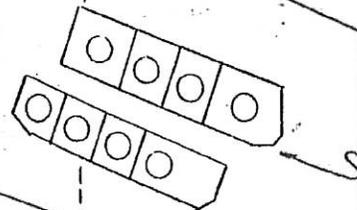
NO.	REVISION
1	ISSUED FOR PERMITTING
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR AS-BUILT

**DRYDEN & LARUE**  
CONSULTING ENGINEERS INC.

TOTEM OIL  
HAINES TANK FARM  
PROJECT PLAN VIEW



ATS 1194  
(CITY OF HAINES)  
DNR Tideland Lease (ADL 101665)  
& 20' EASEMENT  
OF A A.D.L. 104872  
AREA 5721.2 SQ. FT.



93-20

RECORDED - FILED	<i>W/C</i>
HAINES	REC. DIST
DATE	1/12, 19 93
TIME	8:59 A M
Requested By	AS/DL
Address	

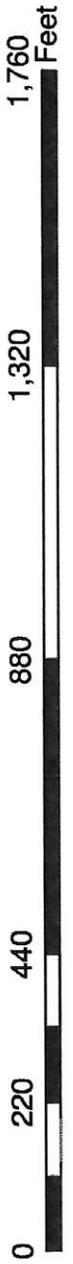
Date Prepared: 1-30-92	Applicant's Name: TOTEM OIL
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF LAND	
RIGHT-OF-WAY EASEMENT DIAGRAM	
Sec.(s) <u>10</u> T. <u>30</u> S. R. <u>59</u> E. CRM	
Scale: 1" = 200'	
SHEET 1 OF 1	ADL # <u>104872</u>

Copper River Meridian  
30 South, 59 East  
Section 10



SW1/4 SW 1/4

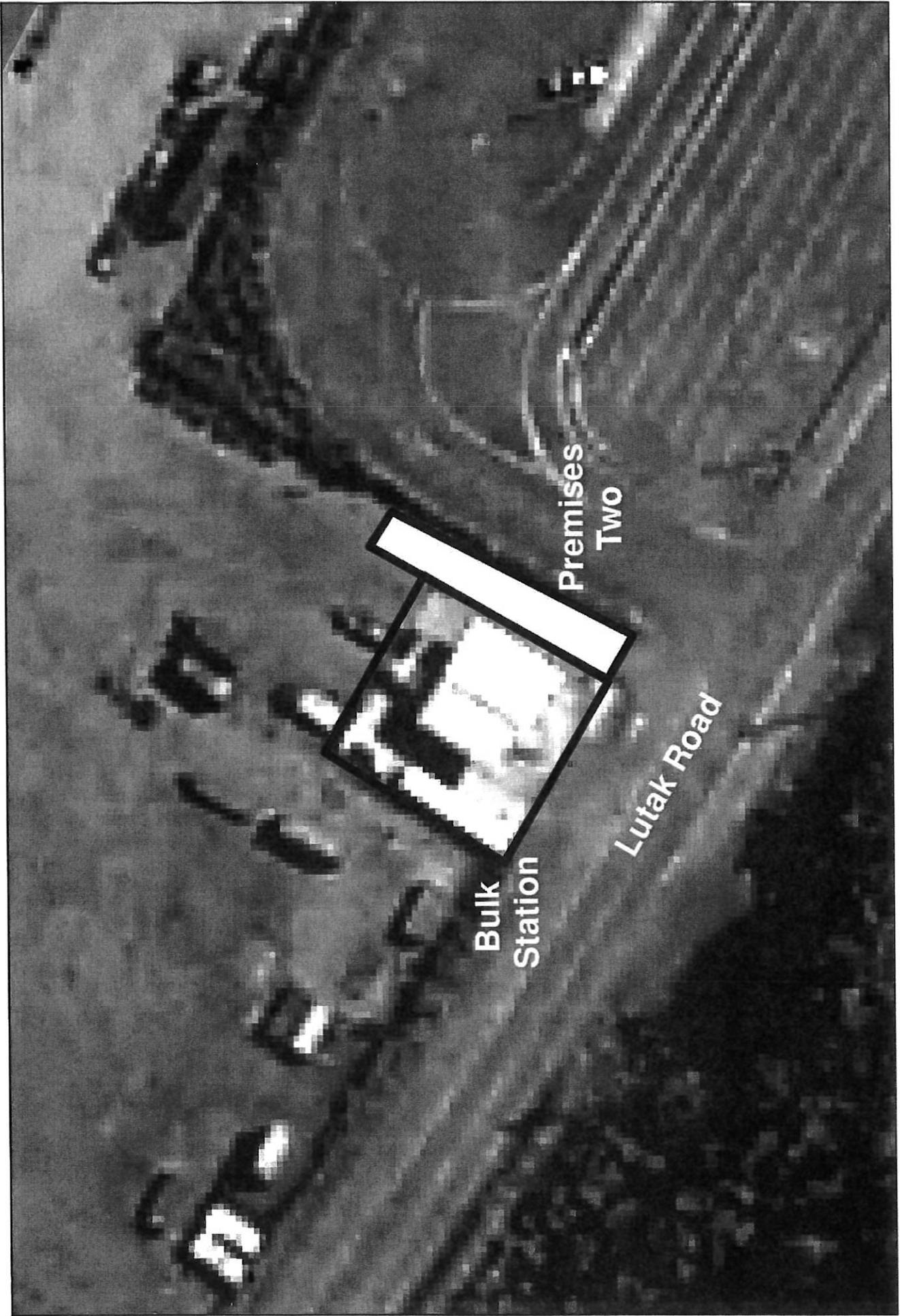
Bulk Station



**EXECUTION COPY**

**EXHIBIT D**

**AERIAL PHOTOGRAPH  
SHOWING LOCATION OF PREMISES TWO**



0 50 100 200 300 400 Feet



**Haines Borough  
Assembly Agenda Bill**

Agenda Bill No.: 20-1020  
Assembly Meeting Date: 5/26/2020

Business Item Description:	Attachments:
<b>Subject:</b> Authorize Contract with PDC Engineers for Clean Water Fund Loan Wastewater Influent Lift Pump Design of Phase II Wastewater Influent Station Pump <b>Originator:</b> Contracts and Grants Administrator <b>Originating Department:</b> Public Facilities <b>Date Submitted:</b> 5/26/2020	1. Resolution 20-05-868 2. PDC Engineers Design Proposal for Phase II Wastewater Influent Lift Station Pump Upgrade.

Full Title/Motion:
Motion: Adopt Resolution 20-05-868

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

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 40,901.00	\$ See below	\$ 0	Reduced maintenance costs

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
The Alaska Department of Environmental Conservation lists structurally impaired lift station wet wells as a public health threat. The Phase II Wastewater Influent and Lift Station Pump Upgrade project expands the work completed in 2019 by installing new pumps in wet wells on Beach Road and Skyline Dr, as well as control panel work and installation of electrical equipment to support pumps operating at 480 V at both sites. The contract with PDC Engineers will provide design and management of the upgrades for an amount not to exceed \$40,901. Funds will be provided by State of Alaska, Department of Environmental Conservation for a state revolving fund loan of up to \$579,867 to complete the Phase II Wastewater Influent Lift Pump Station Upgrade, and available monies are sufficient for the project.

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

Assembly Action:	
Meeting Date(s): 5/26/2020	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a contract with PDC Engineers for the Haines 2019 Phase II Wastewater Influent and Lift Station Pump Upgrade project design for an amount not-to-exceed \$40,901.**

**WHEREAS**, the Alaska Department of Environmental Conservation lists structurally impaired lift station wet wells as a public health threat; and

**WHEREAS**, the Haines 2019 Wastewater Influent and Lift Station Pump Upgrade project consists of installing new pumps in wet wells in the wastewater treatment plant office building and at the 1-mile lift station, as well as control panel work and installation of electrical equipment to support pumps operating at 480 V at both sites; and

**WHEREAS**, Phase II of the project will complete the Wastewater Influent and Lift Station Pump upgrade project by replacing the pumps and control panel work at the remaining two stations, Beach Rd and Skyline Dr lift stations, and

**WHEREAS**, the Haines Borough qualified for and was awarded a state revolving fund loan to complete this project for an amount up to \$579,867; and

**WHEREAS**, the Assembly passed Ordinance No. 20-05-569 authorizing the Manager to sign the loan agreement to the State of Alaska, Department of Environmental Conservation for a state revolving fund loan of up to \$579,867 to complete the Phase II Wastewater Influent Lift Pump Station Upgrade, and available monies are sufficient for this project,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to execute a contract with PDC Engineers for the Haines 2019 Phase II Wastewater Influent and Lift Station Pump Upgrade project design and inspection services for an amount not-to-exceed \$40,901.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 26th day of May 2020.

Attest:

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

\_\_\_\_\_  
Alekk Fullerton, CMC, Borough Clerk



December 31, 2019

Edward Coffland, PE  
 Director of Public Facilities,  
 Haines Borough

**SUBJECT:** Haines Lift Stations Pump Replacement - Beach & Skyline Stations Engineering Fee Proposal

Dear Mr Coffland:

As requested, we are providing a fee proposal for the pump system replacement at the Beach and Skyline Lift Stations. Our scope is to produce bid ready documents for the pump and related interior piping replacement at the two lift stations, provide bidding services, and provide construction assistance including project coordination, review of submittals, and construction inspections.

We are including a site trip during design to as-built existing conditions and meet with on-site personnel for requirements. We anticipate the design work will require approximately 6-7 weeks to complete after notice-to-proceed. We suggest doing a 95% complete submittal for your review and then signed documents, since the scope is well defined. If you would like additional interim submittals, let me know and the fee can be adjusted to reflect additional submittals. The following is a summary of fees, see the schedules for breakdown of tasks.

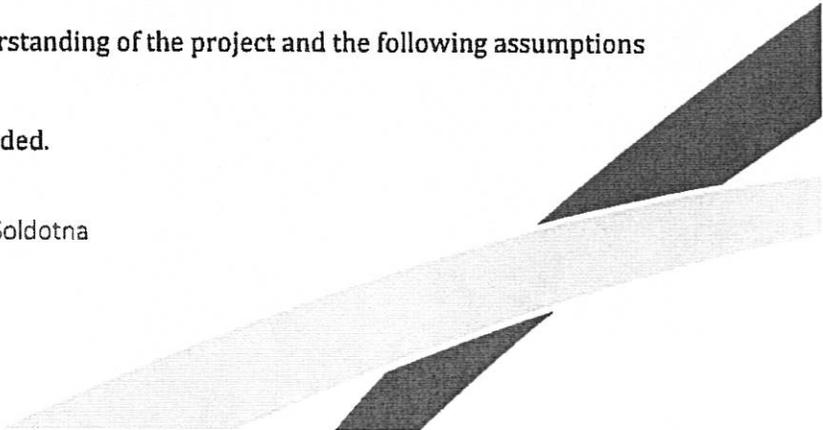
**PDC Summary Sheet**

#	PHASE	MECH	Reimb.	PDC	Haight & Assoc	Subconsultant	Subconsultant	Total
			Markup	Total		Total	Markup	
35	Construction Documents	\$ 10,410		\$ 10,410	\$ 8,711	\$ 8,711	\$ 436	\$ 19,557
	Reimbursable	\$ 1,008	\$ -	\$ 1,015			\$ -	\$ 1,015
	<b>Phase Total</b>	<b>\$ 11,418</b>	<b>\$ -</b>	<b>\$ 11,425</b>	<b>\$ 8,711</b>	<b>\$ 8,711</b>	<b>\$ 436</b>	<b>\$ 20,572</b>
37	Bid Phase Services	\$ 1,435		\$ 1,435	\$ 600	\$ 600	\$ 30	\$ 2,065
	Reimbursable	\$ -	\$ -	\$ -			\$ -	\$ -
	<b>Phase Total</b>	<b>\$ 1,435</b>	<b>\$ -</b>	<b>\$ 1,435</b>	<b>\$ 600</b>	<b>\$ 600</b>	<b>\$ 30</b>	<b>\$ 2,065</b>
80	Construction Phase Services	\$ 8,590		\$ 8,590	\$ 6,910	\$ 6,910	\$ 346	\$ 15,846
	Reimbursable	\$ 1,608	\$ -	\$ 1,608	\$ 771	\$ 771	\$ 39	\$ 2,418
	<b>Phase Total</b>	<b>\$ 10,198</b>	<b>\$ -</b>	<b>\$ 10,198</b>	<b>\$ 7,681</b>	<b>\$ 7,681</b>	<b>\$ 385</b>	<b>\$ 18,264</b>
<b>Total</b>		<b>\$ 23,051</b>	<b>\$ -</b>	<b>\$ 23,058</b>	<b>\$ 16,992</b>	<b>\$ 16,992</b>	<b>\$ 851</b>	<b>\$ 40,901</b>

The fee and services are based on our understanding of the project and the following assumptions and exceptions.

- No structural or civil design is intended.

Anchorage | Fairbanks | Juneau | Palmer | Soldotna  
 907 Capitol Ave., Juneau, Alaska 99801  
 907.780.6151  
 www.pdceng.com

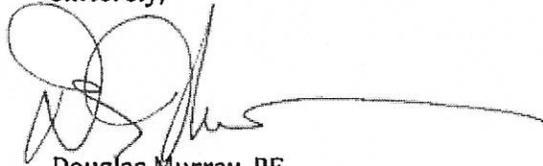


- Electrical work is related to installation of the replacement pumps only. No other electrical is anticipated.
- Inhouse cost estimates prepared by PDC are acceptable.
- Hazardous material abatement or removal is not anticipated.
- Pump strategy is to utilize the same rated pumps as other recent lift stations replacements, if possible, allowing fewer spare pumps to be stored.

We propose to do the work on a fixed fee basis for a total amount of \$40,901. However if Cost Plus not-to-exceed compensation is wanted let us know.

Thank you for this opportunity; we look forward to beginning this work. Please call if you have any questions or comments.

Sincerely,



Douglas Murray, PE  
Principal  
PDC Engineers

Attachments: Fee Schedules.



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 20-1021  
Assembly Meeting Date: 5/26/2020

Business Item Description:	Attachments:
Subject: Authorize Contract with proHNS, LLC for CA/CI on Small Tracts/Mud Bay Rd AC Pipe	1. Resolution 20-05-869 2. proHNS LLC, CA/CI Proposal for Small Tracts/Mud Bay Road AC Pipe Replacment
Originator: Contracts and Grants Administrator	
Originating Department: Public Facilities	
Date Submitted: 5/26/2020	

Full Title/Motion:
Motion: Adopt Resolution 20-05-869

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

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 97,774.00	\$ See below	\$ 0	Reduced maintenance costs

Comprehensive Plan Consistency Review:	
Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Summary Statement:
On May 6, 2020 the Assembly authorized the award of the Small Tracts/Mud Bay Road AC Pipe Replacement to Glacier Construction, dba Southeast Roadbuilders for an amount not to exceed \$1,379,275.50. This contract is to provide CA/CI Services for Small Tracts/Mud Bay Road AC Pipe Replacement Project.

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

Assembly Action:	
Meeting Date(s): 5/26/2020	Public Hearing Date(s):
	Postponed to Date:

**A Resolution of the Haines Borough Assembly Authorizing the Borough Manager to execute a contract with proHNS Engineers, LLC. for Contract Administration and Construction Inspection Services associated with the Small Tracts, Mud Bay Road AC Pipe Replacement Project in an amount not to exceed \$97,774.00**

**WHEREAS**, the Haines Borough Assembly on 05/06/20 authorized a contract with Glacier Construction for the Base Bid for the construction of the Small Tracts, Mud Bay Road AC Pipe Replacement Project; and

**WHEREAS**, the associated Contract Administration and Construction Inspections (CA/CI) costs are not covered by the Glacier Construction Contract; and

**WHEREAS**, proHNS proposes to provide engineering services under a Time and Materials basis not to exceed \$97,774.00; and

**WHEREAS**, these services will be paid for out of the Harbor Fund and sufficient money is available for this purpose,

**NOW, THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly authorizes the Borough Manager to execute a contract with proHNS, LLC on a Time and Expenses (T&E) basis for an amount not to exceed \$97,774.00 for the Small Tracts, Mud Bay Road AC Pipe Replacement Project for Contract Administration and Construction Inspection Services of the Base Bid.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 26th day of May, 2020.

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

Attest:

\_\_\_\_\_  
Aleka Fullerton, CMC, Borough Clerk



## Professional Services Proposal

Proposal Date: 5/14/2020

### Small Tracts/Mud Bay AC Pipe Replacement (Base Bid – Phase II Work) – CA and Inspection Services

Haines Borough Public Facilities (Client)

Attn: Edward Coffland, PE, (907) 766-6414, ecoffland@haines.ak.us

P.O. Box 1209

Haines, AK 99827

#### Project Description:

This proposal is for providing contract administration (CA) and inspection services during construction of the Mud Bay Road and Small Tracts Road AC Pipe Replacement project, whose limits extend from the intersection of Major Road to 576 Small Tracts Road. The project includes replacement of existing asbestos cement water pipe with approximately 4,400 linear feet of 10-inch HDPE water line, 50 residential water services, 11 fire hydrants, valves, fittings and other apparatuses. Other work includes trench excavation, pipe bedding, backfill & compaction, and trench patching with new asphalt pavement. Performance of the work will necessitate a significant amount of SWPPP inspections/management, traffic control, flagging, coordination with the public and Alaska DOT&PF. **The scope of work and fee proposed herein is limited to the Base Bid portion of the subject project; additional scope and fees will be proposed for CA and inspection services should the Add Alternate A Bid work be awarded.**

Our proposed CA and inspection services will be like those provided for Haines Borough on the Front Street Water Line Replacement project in 2019, however, we are proposing a higher level of involvement and on-site inspection because of the size and location of the subject Project. Rather than part-time field inspection, we will provide a full-time on-site Project Engineer/Lead Inspector throughout construction activities to ensure compliance with Alaska Municipal Matching Grant (AMMG) requirements, the Department of Environmental Conservation (DEC) Drinking Water Program Approval to Construct authorization, DEC Construction General Permit (CGP), the Alaska DOT&PF Major Utility permit, and the Contract Documents. With acceptance of this proposal, we are readily available to act as the Borough's representation for this project from bid opening to project completion and funding closeout.

#### Service Tasks:

1. Contract administration and inspection services for Small Tracts/Mud Bay AC Pipe Replacement as described in the attached Exhibit F – Time & Expense Fee Estimate.

#### Deliverables:

- i. Post-Construction, Project As-built Drawings (hard copy and electronic).
- ii. Contract administration records and inspection reports (electronic only).
- iii. Draft NOI/NOT Construction General Permit documents for Borough submittal.
- iv. DEC Drinking Water Program Approval to Operate authorization request.
- v. Labor compliance interviews and reporting.

#### Exclusions:

The following services have been excluded from the scope and fee for this proposal:

- a) Agency permit fees and fines (DEC, DOT&PF, others).
- b) Operations & Maintenance (O&M) manuals – typically not required for water distribution projects.
- c) Archaeological/historical investigations, research, and reporting.
- d) Construction surveying and staking, setting of monuments or property corners, easements or acquisitions.

#### Proposed Schedule:

We are assuming on-site work will take approximately 12 weeks with the Contractor working 54 hours per week. Proposed fee includes part-time labor for ongoing SWPPP inspections and contract administration/closeout activities by support staff.



**Professional Service Fees:**

For the services described in attached Exhibit F, including all labor, overhead, materials, equipment, profit, insurance and direct expenses, we cordially request a Time & Expense contract with a Not to Exceed amount of \$97,774.00.

Labor costs will be invoiced based on actual hours worked at the Billing Rates listed in Exhibit F. Direct project expenses will be billed to the Client at cost with no additional markup.

Thank you for your consideration. Please contact me directly if you have any questions.

Respectfully,

Garret K. Gladsjo, PE  
Principal Engineer / Manager

**Proposal Disclaimer:**

*The standard of care for all professional engineering and related services performed or furnished by proHNS LLC under this Proposal will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. proHNS LLC makes no guarantees or warranties, express or implied, under this Proposal or otherwise, in connection with the services described herein. To the fullest extent permitted by State law, the Client will indemnify and hold harmless proHNS LLC and proHNS LLC's officers, directors, partners, agents, subconsultants, and employees from and against any and all claims, costs, losses, and damages arising out of or relating to this Proposal. The scope, deliverables, schedule, and fee proposed herein is applicable to the subject Project(s) only, and the term for acceptance of this Proposal is 60 days from the Proposal Date unless otherwise specified or agreed upon between the Client and proHNS LLC.*

Attachments: Exhibit F – Time & Expense Fee Estimate, Dated 5/14/2020

**EXHIBIT F - TIME & EXPENSE FEE ESTIMATE**

	1945 Alex Holden Way, Suite 101 PO Box 33322, Juneau, AK 99803 907-780-4004 • garret@proHNS.com		<b>Project No.:</b> HB19-02		<b>Date Estimate Prepared:</b>						
			<b>Project Title:</b> Small Tracts/Mud Bay AC Pipe Replacement - Base Bid		5/14/2020						
			<b>Client/Project Owner:</b> Haines Borough								
<b>Estimate Notes &amp; Assumptions:</b>	This Time & Expense fee estimate has been prepared at the request of Haines Borough Public Facilities Director Edward Coffland, PE to provide a full-time construction contract administration and inspection Project Team for the \$1,379,275.50 BASE BID portion of the Small Tracts/Mud Bay/3rd Ave. AC Pipe Replacement project. Please note this estimate does not include labor costs and direct expenses for providing CA & I on the Additive Alternate A Bid portion of the project (3rd Ave.). Based on the Borough's correspondence with the Contractor, we anticipate field staff will be working up to 54 hours per week for approximately 12 weeks (72 working days, 84 calendar days). Hours in addition to field inspection/materials testing work have been including for performing common Contract Administration tasks, such as; coordination with stakeholders, reviewing/approving project submittals, SWPPP inspections, pay item tracking and preparation of pay estimates, written correspondence, labor compliance interviews, as-built drawings, and other contract closeout activities. Rates but not hours have been include for support staff whom may be utilized subject to the discretion of the Consultant. The Client will be billed for actual hours worked at the billing rates listed below, and direct expenses related to the work will be passed to the Client at-cost with no markup.										
<b>SUB-TASK DESCRIPTION</b>	G. Gladsjo (Regular)	L. Chambers (Regular)	J. Fleetwood (Regular)	J. Fleetwood (Overtime)	K. Garcia (Regular)	K. Garcia (Overtime)	S. Bradford (Regular)	S. Bradford (Overtime)	C. Bydlon (Regular)	C. Bydlon (Overtime)	
Contract/Project Management	20										
Project Engineering	40		120								
Field Inspection/Materials Testing			480	168			20				
Office Engineering/SWPPP Inspection					120						
TOTAL LABOR HOURS	60	0	600	168	120	0	20	0	0	0	
REGULAR BILLING RATES (\$/HR)	\$ 132.00	\$ 132.00	\$ 66.00		\$ 68.00		\$ 105.00		\$ 71.00		
OVERTIME BILLING RATES (\$/HR)				\$ 99.00		\$ 102.00		\$ 158.00		\$ 107.00	
<b>ESTIMATED LABOR COSTS (TOTAL \$)</b>	<b>\$ 7,920.00</b>	<b>\$ -</b>	<b>\$ 39,600.00</b>	<b>\$ 16,632.00</b>	<b>\$ 8,160.00</b>	<b>\$ -</b>	<b>\$ 2,100.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>ESTIMATED EXPENSES</b>											
<b>Description</b>							<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>	
J. Fleetwood M&IE Per Diem (Long-term)							Day	84	\$ 33.00	\$ 2,772.00	
J. Fleetwood Lodging - Actual Third-party Rental Rate TBD							Month	3	\$ 1,500.00	\$ 4,500.00	
G. Gladsjo M&IE Per Diem (Short-term)							Day	8	\$ 60.00	\$ 480.00	
G. Gladsjo Lodging Rental - Actual Third-party Hotel Rate TBD							Night	8	\$ 150.00	\$ 1,200.00	
proHNS Vehicle for Inspector Use							Month	3	\$ 1,200.00	\$ 3,600.00	
AMHS Ferry Roundtrip (Vehicle & Nuke Gauge)							Each	1	\$ 800.00	\$ 800.00	
Roundtrip Air Travel JNU-HNS-JNU							Each	8	\$ 270.00	\$ 2,160.00	
Air Freight for Equipment and Material Samples							LB	500	\$ 1.50	\$ 750.00	
proHNS Nuke Gauge for In-place Density Testing							Month	3	\$ 750.00	\$ 2,250.00	
Maximum Deinsity Index per AASHTO T99/T180							Each	2	\$ 400.00	\$ 800.00	
Aggregate Sieve Analysis per ASTM C136/AASHTO T27 (1.5" Minus)							Each	2	\$ 150.00	\$ 300.00	
Materials Finer Than #200 by Washing per ASTM C117/AASHTO T11							Each	2	\$ 100.00	\$ 200.00	
Moisture Content of Aggregates per ASTM C566/AASHTO T255							Each	2	\$ 50.00	\$ 100.00	
Asphalt Content Ingition Oven Method per AASHTO T308							Each	1	\$ 300.00	\$ 300.00	
Gradation of Extracted Materials per AASHTO T30							Each	1	\$ 150.00	\$ 150.00	
Ignition Oven Asphalt Content Calibration per AASHTO T308							Each	1	\$ 2,000.00	\$ 2,000.00	
Drinking/Potable Water Laboratory Analysis for Total Coliform							Each	8	\$ 125.00	\$ 1,000.00	
<b>TOTAL ESTIMATED EXPENSES:</b>										<b>\$ 23,362.00</b>	
<b>SUBCONTRACTORS</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>				<b>TOTAL COST OF LABOR</b>				<b>\$ 74,412.00</b>
							<b>TOTAL EXPENSES</b>				<b>\$ 23,362.00</b>
							<b>TOTAL SUBCONTRACTOR FEES</b>				<b>\$ -</b>
							<b>SUBCONTRACTOR MARK-UP (5%)</b>				<b>\$ -</b>
<b>TOTAL SUBCONTRACTOR FEES:</b>				<b>\$ -</b>	<b>TOTAL ESTIMATED FEE</b>						<b>\$ 97,774.00</b>



Garret K. Gladsjo, PE  
Principal Engineer / Manager proHNS LLC



Haines Borough  
Assembly Agenda Bill

Agenda Bill No.: 20-1023

Assembly Meeting Date: 5/26/2020

Business Item Description:	Attachments:
Subject: Extend Sunset of Title 5 to 12/31/20	1. Ordinance 20-05-570
Originator: Borough Clerk	
Originating Department: Borough Administration	
Date Submitted: 5/15/2020	

Full Title/Motion:
Motion: Introduce Ordinance 20-05-570

Administrative Recommendation:
This resolution is recommended by the Mayor and the Borough Clerk.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ See below	\$ 0	Reduced maintenance costs

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

Summary Statement:
<p>This is a "housekeeping" ordinance.</p> <p>On 2/26/19, Ordinance 18-09-512, which was a major rewrite of Title 5, was adopted. Part of that adoption was a sunset provision effective 3/1/20. The sunset date was later amended to 4/30/20.</p> <p>On 4/28/20, Ordinance 20-03-562 made further changes to Title 5. The effective date of those further changes were postponed until January 1, 2021.</p> <p>I believe the intention was to keep the "old" provisions of Ordinance 18-09-512 in effect until the "new" provisions of 20-03-562 take effect. This Ordinance accomplishes just that.</p>

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

Assembly Action:
Meeting Date(s): 5/26/2020 Public Hearing Date(s): 6/09/20, 6/23/20 Postponed to Date: _____

**An Ordinance of the Haines Borough Amending Existing Haines Borough Code Title 5 to sunset December 31, 2020 since Ordinance 20-03-562 is effective January 1, 2021.**

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 extends the sunset of Ordinance 18-09-512 until December 31, 2020.

Section 4. Amendment of Chapter 5.01. Chapter 5.01 of the Haines Borough Code of Ordinances is amended as follows:

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

**Chapter 5.01  
GENERAL PROVISIONS<sup>1</sup>**

<sup>1</sup> The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 5. Amendment of Chapter 5.02. Chapter 5.02 of the Haines Borough Code of Ordinances is amended to read as follows:

**Chapter 5.02  
BUSINESS LICENSES<sup>1</sup>**

**1** The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 6. Amendment of Chapter 5.03. Chapter 5.04 of the Haines Borough Code of Ordinances is amended to read as follows:

**Chapter 5.04  
PERMIT APPLICATION PROCESS<sup>1</sup>**

**1** The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 7. Amendment of Chapter 5.08. Chapter 5.08 of the Haines Borough Code of Ordinances is amended to read as follows:

**Chapter 5.08  
Transient and Itinerant Merchants, Vendors and Special Events<sup>1</sup>**

**1** The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 8. Amendment of Chapter 5.18. Chapter 5.18 of the Haines Borough Code of Ordinances is amended to read as follows:

**Chapter 5.18  
Commercial Tour Permit<sup>1</sup>**

- 1 The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 9. Amendment of Chapter 5.22. Chapter 5.22 of the Haines Borough Code of Ordinances is amended to read as follows:

**Chapter 5.22  
Commercial Passenger or Tour Vehicle Parking Permits<sup>1</sup>**

- 1 The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 10. Amendment of Chapter 5.24. Chapter 5.24 of the Haines Borough Code of Ordinances is amended to read as follows:

**Chapter 5.24  
Commercial Helicopter Ski Tours, Commercial Ski Productions and Special  
Ski Competition Events<sup>1</sup>**

- 1 The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS 26th DAY OF MAY, 2020.

ATTEST:

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

\_\_\_\_\_  
Alekkka Fullerton, Borough Clerk

Date of Introduction:  
Date of First Hearing:  
Date of Second Hearing:

HAINES BOROUGH  
ORDINANCE No. 20-05-571

**Draft**

**An ordinance of the Haines Borough placing a proposition on the October 6, 2020 Haines Borough General Election ballot to withdraw \$450,000 from the principal of the Permanent Fund to pay the Borough's FY21 School Bond Debt Payment**

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is a non-code ordinance authorizing placing a proposition on the ballot for the 2020 general municipal election.

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. Purpose. It is hereby determined to be for a public purpose and in the public interest of the Haines Borough to place a proposition on the October 6, 2020 regular Haines Borough General Election ballot to reimburse the Fund 01 Fund Balance up to \$450,000 for the FY21 school bond debt payment.

Section 4. The Borough shall submit the following proposition to the qualified voters of the Haines Borough at the October 6, 2020 Haines Borough General Election:

PROPOSITION No. x

USE A PORTION OF PERMANENT FUND PRINCIPAL  
TO PAY SCHOOL BOND DEBT PAYMENT

Shall the Haines Borough withdraw up to \$450,000 of the permanent fund principal to reimburse Fund 01 Fund Balance for the FY21 school bond debt payment?

Section 5. Section 4 of this ordinance shall become effective only if the proposition described in Section 4 is approved by a majority of the qualified voters voting on the proposition at the October 6, 2020 Haines Borough General Election and shall take effect thirty days after certification of the results of the election.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS \_\_\_ DAY OF JUNE, 2020.

\_\_\_\_\_  
Jan Hill, Mayor

Attest:

\_\_\_\_\_  
Alekk Fullerton, CMC, Borough Clerk

HAINES BOROUGH, ALASKA  
RESOLUTION No. 20-03-853

**Adopted**

**A Resolution of the Haines Borough Assembly Certifying the Declaration of Emergency in the Haines Borough Based on the Risk to the Public posed by the Global COVID-19 Pandemic and the Substantial Economic Impacts to the Haines Borough**

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus (virus), a new strain of the coronavirus that has not been previously identified in humans and is easily transmittable person to person; and

**WHEREAS**, on March 11, 2020, the World Health Organization (WHO) declared the virus a pandemic; Alaska Governor Dunleavy issued a declaration of public health disaster emergency in response to the anticipated outbreak of COVID-19 in Alaska; and on March 13, 2020 President Donald J. Trump declared a national emergency in response to the virus pandemic; and

**WHEREAS**, at least nine positive case of COVID-19 have been identified within the State of Alaska; and

**WHEREAS**, on March 13, 2020, Governor Dunleavy closed all schools in Alaska for two weeks; public access was limited to municipal facilities and services in the Haines Borough; nonessential municipal meetings were canceled until March 30, 2020; and

**WHEREAS**, on March 13, 2020, the Prime Minister of Canada closed all cruise ship ports in Canada until July 2020, which will dramatically impact the summer tourism season in Haines with a substantial effect to the Haines economy; and

**WHEREAS**, on March 13, 2020, the Haines Borough Manager activated the Haines Borough Emergency Operations Command (EOC); and

**WHEREAS**, on March 16, Governor Dunleavy closed all state libraries, museums and archives until March 31, 2020 and returned residential students to their home communities; and

**WHEREAS**, on March 17, Governor Dunleavy closed public dine-in service at all bars, breweries, restaurants, food and beverage kiosks or trucks located in the State of Alaska effective March 18, 2020 and imposed a 14-day quarantine on those entering the State of Alaska from identified High Risk Areas and imposed social distancing requirements for those who have traveled outside the State of Alaska in the last 14 days; and

**WHEREAS**, on March 17, the Haines Borough Manager closed Borough facilities to the public until March 31, 2020 to encourage social distancing, minimize the congregation of citizens and enable staff to continue to serve the public via telephone and email; and

**WHEREAS**, on March 17, the Haines Borough Mayor issued a Declaration of Emergency for the Haines Borough to alert the public to the seriousness of the risk, and provide direction to sources of information and other available public health resources, while the

Haines Borough  
Resolution No. 20-03-853

Page 2 of 2

Haines Borough works in cooperation with other local and state agencies through the EOC to implement actions and responses to address the probable COVID-19 outbreak; and

**WHEREAS**, the Haines Borough Declaration of Emergency was given prompt and general publicity and was filed promptly with the Alaska division of homeland security and emergency management; and

**WHEREAS**, on March 18, the President of the United States and Prime Minister of Canada closed the border between the US and Canada to nonessential travel; and

**WHEREAS**, pursuant to AS 26.23.140, the declaration of local emergency issued by the Mayor on March 17, 2020, may not be continued or renewed for a period in excess of seven days, except by or with the consent of the governing board of the political subdivision,

**NOW THEREFORE, BE IT RESOLVED** that the Haines Borough Assembly, in accordance with the recommendations of the Mayor and Haines Borough Emergency Operations Command, by this resolution certifies a declaration of emergency in the Haines Borough based on the risk to the public posed by the global COVID-19 pandemic and the substantial economic impacts to the Haines Borough. As provided by AS 26.23.140, the intent of this declaration is to activate the response and recovery aspects of any and all applicable local or interjurisdictional disaster or emergency plans, and to authorize the furnishing of aid and assistance under those plans. This emergency declaration is in effect until the virus no longer poses a health or financial emergency in the community.

**Effective Date and Duration:** This requirement shall go into effect March 24, 2020 and will be reevaluated on April 28, 2020.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 24th day of March, 2020.

Attest:

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

\_\_\_\_\_  
Alekkka Fullerton, CMC, Borough Clerk

**A Resolution of the Haines Borough Assembly Encouraging that People Traveling into the Haines Borough Quarantine Related to COVID-19.**

**WHEREAS**, to prevent the spread of Coronavirus Disease 2019 (COVID-19) by controlling the ingress to Alaska from outside localities, on March 23, 2020 the State of Alaska, based on its authority under the Public Health Disaster Emergency Declaration, issued Health Mandate 10.1 ordering quarantine of all people arriving in Alaska with exception for certain health and critical infrastructure industries, effective 12:01 am March 25, 2020; and

**WHEREAS**, on March 17, 2020, the Haines Borough Mayor issued a Declaration of Emergency for the Haines Borough to alert the public to the seriousness of the risk, and provide direction to sources of information and other available public health resources, while the Haines Borough works in cooperation with other local and state agencies through the EOC to implement actions and responses to address the probable COVID-19 outbreak; and

**WHEREAS**, on March 24, 2020, the Haines Borough Assembly as the governmental entity of a Home Rule Borough, declared a local emergency in response to COVID-19; and

**WHEREAS**, as of March 23, 2020, the State of Alaska had 36 confirmed cases of COVID-19; neighboring municipality of the City and Borough of Juneau had one confirmed COVID-19 case and the neighboring City of Whitehorse, Yukon Territory, Canada, had two confirmed COVID-19 cases; and

**WHEREAS**, the Haines Borough is linked to the City and Borough of Juneau by daily commercial air traffic and regular ferry service; and

**WHEREAS**, this resolution is akin to an emergency declaration and is reasonable and necessary under the circumstances to protect the health, welfare, and safety of all borough residents including our vulnerable elder population; and

**NOW THEREFORE, BE IT RESOLVED** that,

In addition to Health Mandate 10.1, the Haines Borough Assembly encourages any person entering the Haines Borough from outside borough boundaries by marine vessel, motor vehicle or airplane to self-quarantine for 14 days upon arrival except as provided below:

- (A) Public Health Workers. People performing essential public health duties shall quarantine except as necessary to protect the health and safety of others.
- (B) Critical Business or Entities. People that are engaged in critical business, industry or economic sectors as described in Appendix A: Haines Borough Critical Business, Industry or Economic Sectors may be exempted by the Borough Manager upon the submission and approval of

Haines Borough  
Resolution No. 20-03-854  
Page 2 of 4

a written plan of Protection describing protocols and policies that will be undertaken to ensure that the entrance of persons will not endanger the health and safety of residents or compromise the health of the community. This Plan of Protection must be submitted at least 24 hours prior to the entrance of the employees in the Haines Borough. Exempted entities and their employees are still required to comply with all State health mandates.

If a business or entity is not listed in Appendix A, and the business owner or authorized agent believes that the business or entity is critical or it is an entity providing critical services or functions, the business may request a determination from the Manager, or Borough Staff.

**Effective Date and Duration:** This Resolution shall go into effect April 28, 2020 and will terminate on May 26, 2020.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 28th day of April, 2020.

Attest:

  
Alekka Fullerton, CMC, Borough Clerk



  
Janice Hill, Mayor

Appendix A.

**Haines Borough Critical Business, Industry or Economic Sectors**

Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations. At this time, critical industries and entities in Haines include:

- a. "Healthcare Operations" including the clinic, dental emergency services, pharmacies, other healthcare facilities, home healthcare services providers, mental health providers, consumer health products, or any related and/or ancillary healthcare services. "Healthcare Operations" includes veterinary care. "Healthcare Operations" does not include fitness and exercise gyms and yoga.
- b. Businesses providing any services or performing any work necessary to the operations and maintenance of "Essential Infrastructure," including, but not limited to, Ports and Harbors, public works construction, construction of housing, airport operations, water, sewer, gas, electrical, mining, logging, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services).
- c. Financial services sector, banks and insurance companies.
- d. First responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel.
- e. Individuals providing "Essential Governmental Functions". "Essential Government Functions" means all services needed to ensure the continuing operation of government agencies and provide for the health, safety, and welfare of the public.
- f. Grocery stores, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of household consumer products (such as cleaning and personal care products).
- g. Food and agriculture, cultivation, including farming, livestock, and fishing;
- h. Businesses that provide social services and other necessities of life for economically disadvantaged or otherwise needy individuals;
- i. Newspapers, television, radio, and other media services;
- j. Gas stations and auto-supply, auto-repair, bicycle-repair, and related facilities;
- k. Hardware stores; Plumbers, electricians, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and

Haines Borough  
Resolution No. 20-03-854  
Page 4 of 4

essential operation of residences and critical business facilities;

- l. Businesses providing mailing and shipping services, including post office boxes;
- m. Educational institutions facilitating distance learning;
- n. Laundromats, dry cleaners, and laundry service providers;
- o. Restaurants, breweries, distilleries and other facilities that prepare and serve food, but only for delivery or carry out under the restrictions set forth in COVID-19 Health Mandate 003;
- p. Businesses that supply products needed for people to work from home;
- q. Businesses that supply other essential businesses with the support or supplies necessary to operate;
- r. Businesses that transport wholesale goods to retail stores, delivery of fuel, or other services directly to residences or other critical industries outlined in this health mandate.
- s. Airlines, marine vessels, taxis, and other private transportation business providing transportation services;
- t. Residential facilities and shelters for seniors, adults, and children;
- u. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally-mandated activities;
- v. Childcare facilities, subject to new recommendations for increased hygiene and social distancing. Childcare facilities should be used only by those who need childcare to work at a critical job.



DOING  
THE MOST  
GOOD™

William & Catherine Booth  
Founders

12A

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Brian Peddle  
General

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Commissioner Kenneth G. Hodder  
Territorial Commander

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Major John Brackenbury  
Divisional Commander

Alaska Divisional Headquarters  
P.O. Box 101459  
Anchorage, Alaska 99510-1459  
Phone: (907) 276-2515 Fax: (907) 278-6323

Mayor Janice Hill  
Office of the Mayor  
Municipality of Haines  
PO Box 1209  
Haines, Alaska 99827

May 12, 2020

Dear Mayor Hill,

Since 1898, The Salvation Army has been providing physical, emotional and spiritual care support to those in need throughout Alaska. We count it a privilege to be able to serve and are grateful for the opportunity to minister in this way.

We are also pleased to be able to partner with the Municipality of Haines on specific projects whenever possible and are grateful for the support that you provide throughout the year.

The Salvation Army-Alaska Division has continued to provide those most in need in response to COVID-19 in Alaska:

- # 25,251 prepared meals
- # 5,665 food boxes
- # 9,581 nights of shelter/lodging
- # 4,179 cases of emotional & spiritual care
- # 17,487 meals delivered to Alaskan Seniors

In addition to the above, here are some notable achievements of your local Salvation Army in Alaska:

- We have opened a 24-hour emergency shelter for children whose parents have been tested positive for COVID-19, and unable to care for their child.
- The Salvation Army opened a shelter for individuals/family under quarantined orders and provided three meals a day.
- The Salvation Army has partnered with the Municipality of Anchorage to provide meal delivery and telephone case management for persons placed by the Municipality of Anchorage into local hotels for COVID-19 Quarantine, and/or isolation of further convalescences stays.
- Delivered #14,000 pounds of food to a Bethel for 250 families.

- Distributing rental, utility, and childcare assistance to families statewide through AK Can Do relief efforts with the support of partnering agencies.
- The Salvation Army out of Matanuska-Susitna Borough has a Mass Feeding program to deliver meals to seniors.
- Salvation Army- Ketchikan responded to a need of 100 food boxes for Native Elders in the village of Metlakatla.

Thank you for your continued partnership. There are many people affected by COVID-19 who need help, and we couldn't do it without the support of the City Mayors and our Alaskan Governor. We look forward to finding more ways to work together as we unite to respond to this global pandemic.

Please reach out if you have any needs or questions by calling me at 907-339-3443. We would welcome an opportunity to visit virtually to find more ways to collaborate.

Be safe and be well.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Brackenbury', with a long horizontal flourish extending to the right.

Major John Brackenbury, M.O.L  
Divisional Commander