
Haines Borough
Borough Assembly Meeting #403
AGENDA

June 23, 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

Alekka Fullerton
Interim Borough
Manager/Borough Clerk

Haines Borough in person and scheduled Zoom meeting:

Pursuant to the EOC recommendation adopted by the Assembly on June 9, 2020, there may only be 10 people in Assembly Chambers at one time- all others will be asked to wait in the lobby and may come into chambers to comment as called.

Meeting ID: 810 9036 9209
Password: 495312

Dial by your location
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888 788 0099 US Toll-free

Meeting ID: 810 9036 9209
Password: 495312

- 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 Regular Assembly Meeting
11C1 – Board Appointments

- *3. APPROVAL OF MINUTES – 6/09/20 Regular**

- 4. PUBLIC COMMENTS –** Where possible, please provide your public comments in writing and send them to Clerk@haines.ak.us by 5:00 pm June 22. This meeting will be streamed live via KHNS (KHNS.org and use the button on the right side of its page that says “Listen Live to Haines Borough Meetings”) 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**

- 7. PUBLIC HEARINGS -** Where possible, please provide your public hearing comments in writing and send them to Clerk@haines.ak.us by 5:00 pm June 22. For verbal testimony, public hearing sign-ups will open when this agenda is published. Please contact Clerk@haines.ak.us to let us know your name and the Ordinance you would like to address, your name will be called at the appropriate time. **YOU MUST SIGN UP TO PROVIDE TESTIMONY AT PUBLIC HEARINGS.**

- A. Ordinance 20-05-570 – Second Hearing**
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.
Motion: Adopt Ordinance 20-05-570.

7. PUBLIC HEARINGS – *Continued*

B. **Ordinance 20-05-571** – Second Hearing

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 reimburse the general fund for lost school debt reimbursement funding from the State of Alaska.

Motion: Adopt Ordinance 20-05-571.

C. **Ordinance 20-06-572** – Second Hearing

A Non-Code Ordinance of the Haines Borough assembly approving the Lutak Dock lease agreement between the Haines Borough and Alaska Marine Lines, Inc.

Motion: Adopt Ordinance 20-06-572.

8. STAFF/FACILITY REPORTS

A. **Interim Borough Manager** - 06/23/20 Report

B. **Assessor** – Transmittal of Certified Tax Roll

C. **Museum Director’s Report** – April and May 2020

9. COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES

A. **Planning Commission** - Minutes from May 14, 2020

B. **Assembly Committees and Liaison Reports**

10. UNFINISHED BUSINESS – None

11. NEW BUSINESS

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

1. **Resolution 20-06-871**

A Resolution of the Haines Borough Assembly authorizing the Interim-Borough Manager to execute a contract with GeoConex to replace our 911 equipment in the Haines Dispatch Center for an amount not to exceed \$35,960.00.

This Resolution is recommended by the Director of Public Facilities.

Motion: Adopt Resolution 20-06-871.

2. **Resolution 20-06-872**

A Resolution of the Haines Borough Assembly creating a CARES Act Spending Plan for the Haines Borough

This Resolution is recommended by the Assembly Ad Hoc CARES Act Committee. Assembly discussion is expected regarding proposed amendments to this Resolution.

Motion: Adopt Resolution 20-06-872.

3. **Resolution 20-06-873**

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to execute a construction contract with Glacier Construction, dba Southeast Road Builders for the Piedad Springs Expansion for an amount not to exceed \$ 176,550.00

This Resolution is recommended by the Director of Public Facilities.

Motion: Adopt Resolution 20-06-873.

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 20-06-573

An Ordinance of the Haines Borough amending Haines Borough Code Title 18 to An Ordinance of the Haines Borough amending Haines Borough Code Title 18 to Allow Small Farm Animals under Agriculture, Personal Use.

This ordinance is being introduced by the Planning Commission Liaison Brenda Josephson and is recommended by the Planning Commission and Borough Clerk.

Motion: Introduce Ordinance 20-06-573 and schedule it for two public hearings 7-14-20 and 7-28-20.

2. Ordinance 20-06-574

An Ordinance of the Haines Borough placing a proposition on the October 6, 2020 Haines Borough General Election ballot to amend Borough Charter Section 6 to provide for Police Emergency Response Outside the Townsite.

*This ordinance is being introduced by the Government Affairs and Services Chair Brenda Josephson. **Motion:** Introduce Ordinance 20-06-574 and schedule it for two public hearings 7-14-20 and 7-28-20.*

C. Other New Business

***1. Boards and Committee Appointments**

(Re)appointment applications have been received for seats on various advisory boards. The mayor makes the attached appointments and seeks assembly confirmation.

Motion: Confirm the mayor's (re)appointments of Kim Chetney and Sue Chasen to the Museum Board and Tara Bicknell to the Chilkat Center Advisory Board for terms ending 11/30/22.

2. EOC Discussion and Review of Resolution 20-03-854A

Update on Townhall meeting and recommendations from the EOC.

3. Adopt Small Business and Non-Profit Grant Application

The Commerce Committee considered this application and referred it to the Borough Assembly for approval. The application is still under legal review and administration would appreciate the opportunity to make non-substantive changes as recommended.

12. CORRESPONDENCE

A. Solicited Letter from Catholic Community Services with respect to senior lunches.

13. SET MEETING DATES

14. PUBLIC COMMENTS

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS/DIRECTION TO THE MANAGER

16. ADJOURNMENT

Haines Borough
Borough Assembly Meeting #402
June 9, 2020
MINUTES

Draft

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, Jerry LAPP, Paul ROGERS and Gabe THOMAS.

Staff Present: Alekka FULLERTON/Interim Manager/Borough Clerk, Jila STUART/Finance Director, Steven AUCH/Tourism Director, Carolann WOOTON/EOC

Visitors Present: Dawn DRETOS, Erika MERKLIN, Kay CLEMENTS, Ceri GODNEZ/CVN, Debra SCHNABEL, Don TURNER, Russ LYMAN, Evelyn VIGNOLA, Paul NELSON, Annette SMITH, Ron JACKSON, Thom ELY, Liz HEYWOOD, Margaret FRIEDENAUER, Chip LENDE, Heather LENDE, Julie EVANS, Tom MORPHET, Sara CHAPELL, Tracey HARMON 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 and Special Assembly Meeting

Motion: JOSEPHSON moved to “approve the agenda/consent agenda,” and the agenda was amended to add item 10 under Unfinished Business – Planning and Zoning Hire; the amended motion carried unanimously.

- *3. **APPROVAL OF MINUTES** – 5/26/20 Regular and 06/02/20 Special.

Note: The motion adopted by approval of the consent agenda: “approve minutes of the 5/26/20 regular and 06/02/20 special borough assembly meeting.”

4. **PUBLIC COMMENTS:** DRETOS, MERKLIN, CLEMENTS, VIGNOLA, NELSON, SMITH, JACKSON, ELY, HEYWOOD, FRIEDENAUER, C. LENDE, H.LENDE, EVANS, MORPHET, CHAPELL

5. **ASSEMBLY COMMENTS:** SINCERNY

6. **MAYOR’S REPORT AND COMMENTS:**

Mayor HILL reminded Haines Borough residents to complete the Census, thanked them for cleaning up the community and for the community garden efforts in Mosquito Lake, positive COVID test in Haines.

7. **PUBLIC HEARINGS**

- A. **Ordinance 20-04-566** – Third 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 7:14 pm and the following people spoke: ELY, DROTOS, NELSON, LYMAN, HARMON

Hearing no further comments, the Mayor closed the public hearing at 7:26 pm.

Motion: LAPP moved to “Adopt Ordinance 20-04-566,”

Motion: JOSEPHSON moved to “amend the ordinance to fund the Mosquito Lake Community Center in the amount of \$10,000 from CARES Act money to keep it open through the end of the year for food security,”

Primary Amendment: SCOTT moved to “add another \$10,000 of Borough Funds to continue it as a community center,” and the motion 3 -3 split with LAPP, JOSEPHSON and THOMAS opposed and the Mayor breaking the tie in the affirmative.

And the motion, as amended, carried unanimously.

7. PUBLIC HEARINGS – *Continued*

Motion: JOSEPHSON moved to “decrease the allocation to the Museum General Fund 01-15 by \$20,208 for a total borough allocation of \$180,000,” and the motion carried unanimously.

Motion: JOSEPHSON moved to “decrease the police department fund 02-02 by \$35,000,” and the motion and the motion carried 5-1 with THOMAS opposed.

And the main motion, as amended, carried 5-1 with SINCERNY opposed.

B. Ordinance 20-04-567 – Third 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 the public hearing at 8:05 pm and the following people spoke: ELY

Hearing no further comments, the Mayor closed the public hearing at 8:06 pm.

Motion: JOSEPHSON moved to “Adopt Ordinance 20-04-567,” and the motion carried unanimously in a roll call vote.

C. Ordinance 20-05-570 – First Hearing **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.**

Mayor HILL opened and closed the public hearing at 8:09 pm since no member of the public signed up to speak.

Motion: THOMAS moved to “Amend Ordinance 20-05-570 to include section 5.20 and to provide that the ordinance is effective when adopted,” and the motion carried unanimously.

D. Ordinance 20-05-571 – First Hearing **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.**

Mayor HILL opened the public hearing at 8:11 pm and the following people spoke: ELY, TURNER

Hearing no further comments, the Mayor closed the public hearing at 8:14 pm.

Motion: SINCERNY moved to “Amend Ordinance 20-05-571 as recommended by Finance Committee,” and the motion carried unanimously 4-2 with LAPP and ROGERS opposed.

E. Ordinance 20-06-572 – First Hearing **A Non-Code Ordinance of the Haines Borough assembly approving the Lutak lease agreement between the Haines Borough and Alaska Marine Lines, Inc.**

Mayor HILL opened and closed the public hearing at 8:23 pm since no member of the public signed up to speak on this matter.

8. STAFF/FACILITY REPORTS

A. **Interim Borough Manager** – 06/09/20 Report

FULLERTON summarized her written report and answered questions from the assembly.

Motion: THOMAS moved to “Direct the Manager to look into removal of the car at 5 mile Haines Highway,” and the motion carried unanimously.

8. STAFF/FACILITY REPORTS - Continued

Motion: JOSEPHSON moved to "Direct the Manager to begin looking at a contract to hire a land manager for land sales to assist in Borough land sales," and the motion carried unanimously.

Motion: JOSEPHSON moved to "Direct the Manager to move forward to sell the Human Resource building," and the motion carried unanimously.

Motion: LAPP moved to "Direct the Borough Manager to start negotiating with AIA to obtain clear title to the Chilkat Center," and the motion carried unanimously.

9. COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES

A. Tourism Advisory Board - Minutes from April 30, 2020

B. Port and Harbor Advisory Committee - Minutes from February 27, 2020

10. UNFINISHED BUSINESS

This matter was postponed from the 05/12/20 Assembly Meeting and added to this agenda during Agenda Approval.

A. Hiring of Planning and Zoning Technician

Motion: JOSEPHSON moved to "Authorize the Interim Borough Manager to hire the Planning and Zoning Technician position," and the motion carried unanimously.

11. NEW BUSINESS

A. Resolutions - None

B. Ordinances for Introduction - None

C. Other New Business

1. EOC Discussion – Townhall meeting Wednesday, June 10 at 6:00 pm

Motion: SCOTT moved to "Adopt the recommendations of EOC as described in their 06/08/20 Memo,"

Primary Amendment: THOMAS change #7 to "until further notice" and the motion carried unanimously.

And the motion, amended, carried unanimously.

2. CARES Act Funding Recommendation

Motion: JOSEPHSON moved to "Authorize the purchase of an ambulance in the amount of \$278,152 from CARES Act money," and the motion carried unanimously.

Motion: JOSEPHSON moved to "Approve the CARES Act funding as outlined in the memo with a change in the amount of the ambulance and correcting the amount of Borough Health to accommodate the change" and the motion carried 5-1 with SINCERNY opposed.

3. Manager's Performance Evaluation Form

Motion: ROGERS moved to "Adopt the Manager's Performance Evaluation Form and require this be used August 1 annually and have it completed by the first meeting in September,"

Primary Amendment: JOSEPHSON moved to change the dates to June 15 with a return date of July 15," and the motion carried unanimously.

and the motion, to Adopt the Manager's Performance evaluation form and require that it be used June 15 annually and have it completed by July 15, carried unanimously.

12. **CORRESPONDENCE**

- A. Press Release from Ocean Beauty Icicle
- B. Southeast Conference Resolution re UA

13. **SET MEETING DATES**

- A. Referral of Borough Manager Hire to Personnel Committee already scheduled – 6/23/20 at 5:30 pm
- B. GASC Committee Meeting 6/18/20 at 6:30 pm

Motion: JOSEPHSON moved to "Refer MOU with SEARCH for COVID testing to the GAS Committee," on Thursday, June 18 at 6:30 pm and the motion carried unanimously.

14. **PUBLIC COMMENTS: TURNER, SCHNABEL, HEYWOOD, ALTEN, FRIEDENAUER, ELY, AUCH, DRETOS**

15. **ANNOUNCEMENTS/ASSEMBLY COMMENTS/DIRECTION TO THE MANAGER: SCOTT, LAPP, THOMAS**

16. **ADJOURNMENT – 9:50 pm**

ATTEST:

Janice Hill, Mayor

Aleka Fullerton, Borough Clerk



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 20-1023

Assembly Meeting Date: 06/23/2020

Business Item Description:	Attachments:
Subject: Extend Sunset of Title 5 to 12/31/20	1. Ordinance 20-05-570 as amended 6/09/20
Originator: Borough Clerk	
Originating Department: Borough Administration	
Date Submitted: 5/15/2020	

Full Title/Motion:
Motion: Adopt 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 is effective upon adoption and 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 PROVISIONS¹**

¹ 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 LICENSES¹**

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 PROCESS¹**

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 Events¹**

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 Permit¹**

- 1 The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 9. Amendment of Chapter 5.20. Chapter 5.20 of the Haines Borough Code of Ordinances is amended to read as follows:

**Chapter 5.20
Commercial Passenger Vehicle Requirements¹**

- 1 The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 10. 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 Permits¹**

- 1 The provisions of Ord. [18-09-512](#) expire ~~April 30~~ **December 31**, 2020.

Section 11. 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 Events¹**

- 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 23rd DAY OF JUNE, 2020.

ATTEST:

Janice Hill, Mayor

Alekkha Fullerton, Borough Clerk

Date of Introduction: 05/26/20

Date of First Hearing: 06/09/20

Date of Second Hearing: 06/23/20



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 20-1026
Assembly Meeting Date: 6/23/20

Business Item Description:	Attachments:
Subject: Ballot Proposition to Withdraw a portion of Permanent Funds	1. Ordinance 20-05-571 (as amended 6/09/20)
Originator: Zephyr Sincerny	
Originating Department: Borough Assembly	
Date Submitted: 5/25/20	

Full Title/Motion:
Motion: Amend Ordinance 20-05-571 as recommended by the Finance Committee.

Administrative Recommendation:
This ordinance is recommended by the Interim Borough Manager.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ 0	\$ 0	Lease approved by later ordinance

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

Summary Statement:
On 5/26/20, the Haines Borough Assembly introduced Ordinance 20-05-571 and also referred it to the Finance Committee for review.
On 6/2/20, the Finance Committee reviewed the Ordinance and asked staff to make recommendations to Ordinance language to accomplish its stated goals. Staff provided the Finance Chair with the proposed language who approved its submission to the assembly.

Referral:
Referred to: Finance
Referral Date: 5/26/20
Recommendation: Amend the Ordinance as provided by staff.
Meeting Date: 06/09/20

Assembly Action:
Meeting Date(s): 5/26/20, 6/09/20, 6/23/20
Public Hearing Date(s): 06/09/20, 06/23/20
Postponed to Date:

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 reimburse the general fund for lost school debt reimbursement funding from the State of Alaska.

WHEREAS, in the FY20 fiscal year, the Haines Borough experienced a loss of \$450,337 of school debt reimbursement funding from the State of Alaska when the governor vetoed 50% of budgeted funding to municipalities from the State of Alaska; and

WHEREAS, in the FY21 fiscal year, the Haines Borough will experience a loss of 70% school debt reimbursement from the State of Alaska which would have amounted to \$896,297; and

WHEREAS, property tax revenues have been diverted from the Areawide General Fund (01) to the School GO Bond Fund (76) to offset the loss of debt reimbursement from the State; and

WHEREAS, due to economic effects of the COVID-19 pandemic the Haines Borough anticipates significantly decreased sales tax revenues in FY21 further reducing revenues in the Areawide General Fund;

NOW, THEREFORE, 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 REIMBURSE FOR SCHOOL BOND DEBT PAYMENT

Shall the Haines Borough withdraw \$450,000 of the permanent fund principal to reimburse the Areawide General Fund for a portion of the FY20 and 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

Haines Borough
Ordinance No. 20-05-571
Page 2 of 2

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:

Alekkia Fullerton, CMC, Borough Clerk

Date of Introduction: 05/26/20
Date of First Hearing: 06/09/20 Amended
Date of Second Hearing: 06/23/20



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 20-1025

Assembly Meeting Date: 6/23/20

Business Item Description:	Attachments:
Subject: Authorize Interim Manager to sign lease with Alaska Marine Lines for Roll-On/Roll-Off Facility	1. Ordinance 20-06-572 2. Proposed Lease Agreement 3. Updated Appraisal received 6/16/20
Originator: Borough Manager	
Originating Department: Administration	
Date Submitted: 5/29/20	

Full Title/Motion:
Motion: Adopt Ordinance 20-06-572.

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

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ 0	\$ 0	Lease approved by later ordinance

Comprehensive Plan Consistency Review:

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

The Haines Borough Assembly on 7/10/18 adopted Resolution 18-07-764 endorsing a Memorandum of Understanding with Alaska Marine Lines, Inc. for the lease of tidelands and uplands to support construction of a marine freight transfer facility in Lutak Inlet.

HBC 14.16.160 provides that the final lease terms are subject to approval by the assembly by ordinance. The attached draft has been reviewed by the Borough Attorney and the terms have been accepted by AML. The completion of this ordinance and the attached lease will allow AML to start construction on the Ro-Ro.

Proposed Lease and updated appraisal attached.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 06/02/20, 06/09/20, 06/23/20	Public Hearing Date(s): 06/09/20, 06/23/20
	Postponed to Date:

**A NON-CODE ORDINANCE OF THE HAINES BOROUGH ASSEMBLY
APPROVING THE LUTAK DOCK LEASE AGREEMENT BETWEEN THE HAINES
BOROUGH AND ALASKA MARINE LINES, INC.**

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is for the specific purpose of approving a single agreement and shall not become a part of the Haines Borough Code.

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

Section 3. Effective Date. This ordinance is effective upon adoption. The lease attached hereto is effective as of July 1, 2020.

Section 4. Purpose. This ordinance approves the terms of the Lease and Preferential Use Agreement for Construction and Operation of Roll-On/Roll-Off Facility and Associated Upland Activities between the Haines Borough and Alaska Marine Lines, Inc.

Section 5. Authority. This ordinance is adopted under the authority granted the Assembly to approve negotiated leases by HBC 14.16.160.

Section 6. Approval. The attached Lease and Preferential Use Agreement for Construction and Operation of Roll-On/Roll-Off Facility and Associated Upland Activities between the Haines Borough and Alaska Marine Lines, Inc. is hereby approved. The interim manager and mayor are hereby authorized to take all such steps as may be necessary to finalize and sign the Lutak Land Lease on behalf of the Haines Borough.

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

ATTEST:

Janice Hill, Mayor

Aleka Fullerton, CMC, Borough Clerk

Date Introduced:
Date of First Public Hearing:
Date of Second Public Hearing:



Haines Borough

LEASE AND PREFERENTIAL USE AGREEMENT FOR CONSTRUCTION AND OPERATION OF ROLL-ON/ROLL-OFF FACILITY AND ASSOCIATED UPLAND ACTIVITIES

DATE: MAY 28, 2020

Between: Haines Borough, an Alaska municipal corporation ("*Landlord or Borough*")
103 Third Avenue S.
Haines, Alaska 99827

And: Alaska Marine Lines, Inc., a Washington corporation ("*Lessee*")
18000 International Blvd., Suite 800
Seattle, WA 98188

SECTION A. TIDELANDS

Landlord leases to Lessee and Lessee leases from Landlord a portion of tidelands real property within Tract A, ATS 1464, consisting of approximately one acre immediately northward of the Landlord-owned Lutak Dock at 2112 Lutak Road, Haines, Alaska and more particularly described on Exhibit 1 attached hereto ("the Tidelands Property" or "the Tidelands"), on the terms and conditions stated below.

A.1. TERM OF LEASE (HBC 14.16.080)

A.1.1 Original Term. The term of lease for the Tidelands shall be for a period of thirty (30) years commencing July 1, 2020 and expiring June 30, 2050, unless sooner terminated as hereinafter provided.

A. 1.2 Possession. Lessee's right to possession and obligations under this lease shall commence on the first day of the term.

A.1.3 Renewal Option. Any renewal preference granted the lessee is a privilege, and is neither a right nor bargained-for consideration. Lessee shall have the option to extend this lease for one (1) renewal term of five (5) years provided:

A.1.3.a. The Lessee or the Lessee's assignee makes written application therefor at least 90 days prior to expiration of the original term;

A.1.3.b. The Lessee is not in default under the lease;

A.1.3.c. The proposed use is compatible with this lease, current use classification and zoning provisions;

A.1.3.d. Mutually agreeable terms, consistent with the provisions of Borough code governing lease terms, are negotiated by the borough and Lessee and approved by the borough assembly.

A.2. RENT

A.2.1 Base Rent. Rent terms are governed by HBC 14.16.090 that sets base rates at \$500 or 10% of appraised value, whichever is more. The appraised value of the Tidelands per sq. ft. as determined by Integra Realty Resource of Seattle, WA of October 31, 2018 is \$2.00, or \$87,120 per acre.

A.2.2 Annual Rent payments. Lessee shall pay to Landlord as base rent **\$8,712** annually. Rent for the first year of the initial term of this lease is due and payable on or before the first day of the term. After the first year, annual rent is payable within 30 days of the anniversary of the first day of the term and annual rent may be paid in one payment on the anniversary date, or in two equal payments at the Lessee's option, in which case the first payment shall be due on the anniversary date and the second payment is due on or before the date that is six-months after the anniversary date. Annual Rent due may be increased or decreased as provided in A.2.4.below.

A.2.3 Additional Rent. Any/all property taxes, insurance costs and utility charges that Lessee may be required to pay by the terms of this lease shall be paid in addition to the annual rent .

A.2.4 Adjustment of Rent. The annual rental payable shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter which is divisible by the number five. All adjusted rates shall be computed at 10 percent of the fair market value of the Tidelands (excluding the value of the Facility and any other Lessee improvements). Such value shall be determined by an appraisal conducted pursuant to Haines Borough Code. The new rental amount shall be effective at the beginning of the five-year interval to which it applies.

A.2.5 Renewal Rent. Annual rental for any renewal term shall be equal to the minimum annual rent required by the Haines Borough Code as a percentage of appraised value of the land at the commencement of the renewal term.

A.3. USE OF THE TIDELANDS PROPERTY

A.3.1 Compliance with Law. Lessee's use of the Tidelands Property shall conform to all ordinances of the borough, including any applicable zoning ordinance and with all state and federal regulations, rules, and laws, as the code or any such rules, regulations, or laws may affect the activity upon or associated with the Tidelands.

A.3.2 Permitted Use. The Tidelands Property shall be used exclusively for the purpose of constructing, operating and maintaining a roll-on, roll off cargo facility as further defined in Section A.3.3 below.

A.3.3 Improvements. Consistent with the Scope of Work attached as Exhibit 2, Lessee shall not later than two (2) years from the commencement of the term substantially complete construction on the Tidelands of a barge docking facility with roll-on/roll-off capability suitable for handling standard cargo containers and breakbulk freight ("the Facility") to Lessee's design specifications subject to Landlord's approval, which approval shall not be unreasonably withheld. Lessee may construct other improvements on the Tidelands that support construction, maintenance and operation of the Facility, with Landlord's prior written approval, which approval shall not be unreasonably withheld. All barge ramps and associated equipment are, and shall remain, the personal property of Lessee. Utilization or development for other than marine cargo

related uses, without written consent of Landlord, shall constitute a violation of the lease and subject the lease to cancellation at any time.

A.3.4 Public Use of Facility Lessee shall allow the public access to use the Facility subject always to Lessee's preferential use rights, pursuant to a market rate schedule of fees and charges to be adjusted periodically, as approved.

[End of Section A. Tidelands]

SECTION B. UPLANDS

Landlord leases to Lessee and Lessee leases from Landlord a portion of real property adjacent to the Tidelands consisting of approximately **one-half acre** (21,780 sq. ft.) , and more particularly described on Exhibit 3 attached hereto ("Uplands Property" or "Uplands"), on the terms and conditions stated below.

B.1. TERM OF LEASE (HBC 14.16.080)

B.1.1 Original Term. The term of lease for Uplands shall be for a period of ten (10) years commencing July 1, 2020, unless sooner terminated as hereinafter provided.

B.1.2 Possession. Lessee's right to possession and obligations under this lease shall commence on the first day of the term.

B.1.3 Renewal Option. Any renewal preference granted the Lessee is a privilege, and is neither a right nor bargained-for consideration. Lessee shall have options to extend this lease for five (5) successive renewal terms (each a "Renewal Term") of five (5) years provided:

B.1.3.a. The lessee or the lessee's assignee makes written application therefor at least 90 days prior to the expiration of the original term or Renewal Term;

B.1.3.b. The lessee is not in default under the lease;

B.1.3.c. The proposed use is compatible with the lease, current use classification and zoning provisions;

B.1.3.d. Mutually agreeable terms, consistent with the provisions of Borough code governing lease terms, are negotiated by the borough and Lessee and approved by the borough assembly.

B.2. RENT

B.2.1 Base Rent. Rent terms are governed by HBC 14.16.090 that sets base rates at \$500 or 10% of appraised value, whichever is more. The appraised value of the Uplands per sq. ft. as determined by Integra Realty Resource of Seattle, WA of October 31, 2018 is \$8.00, or \$348,480 per acre.

B.2.2 Annual Rent payments. Lessee shall pay to Landlord as base rent **for the first year of the term \$ 17,424** payable within 60 days of commencement of this lease. For each year thereafter annual rent may be paid in one payment on the anniversary date, or in two equal payments at the Lessee's option, in which case the first payment is due on the anniversary date, and the second

payment is due on or before the date that is six-months after the anniversary date. Annual rent due may be increased or decreased as provided in B.2.4 below.

B.2.3 Additional Rent. All insurance costs, property tax and utility charges that Lessee may be required to pay by the terms of this lease shall be paid in addition to the annual rent .

B.2.4 Adjustment of Rent. The annual rental payable pursuant to any lease issued under the provisions of this chapter shall be subject to adjustment by the assembly on the fifth anniversary of the date of the lease and each anniversary date thereafter which is divisible by the number five. All adjusted rates shall be computed at 10 percent on the fair market value of the land and improvements owned by the borough and leased thereunder. Such value shall be determined by an appraisal made by the assessor or land manager or a certified appraiser hired by the borough and reviewed by the assembly, whose decision is final. The new rental amount shall be effective at the beginning of the five-year interval to which it applies.

B.2.5 Adjustment of leased space. Upon advance written request of Lessee, the leased premises may be decreased, however the minimum uplands lease shall be 0.5 acre. Any decrease of space leased shall be effective no earlier than three (3) months after receipt of Lessee's written request. Lessee shall bear all survey costs associated with a decrease in the area leased. Subject to availability, and upon advance written request, Lessee may lease additional space immediately adjacent to the leased premises up to a maximum of one additional acre. Any increase in the leased premises shall be effective no earlier than three (3) months after receipt of Lessee's written request. The option to increase the area of the leased premises may not be exercised at any time after Landlord has provided notice of Landlord's intention to undertake reconstruction of the Lutak Dock. Rent shall be adjusted to equal no less than 10% of the most current appraised value of the additional acreage leased.

B.2.6 Renewal Rent. Annual rental for any renewal term shall be equal to the minimum annual rent required by the Haines Borough Code as a percentage of appraised value of the land at the commencement of the renewal term.

B.3. USE OF THE PROPERTY.

B.3.1 Public Access. Landlord expressly reserves the right to grant easements or rights-of-way across the leased premises, including but not limited to an easement to provide a safe traffic corridor to allow public access and use of Lutak Dock, if it is determined in the best interest of the Landlord to do so, provided such easements or rights-of-way shall not unreasonably interfere with LESSEE's use and occupancy of the leased premises (including Uplands and the Tidelands) as authorized by this lease. Lessee shall not unduly restrict nor impede passage of authorized persons on easements or traffic corridors identified in Exhibit 3.

B.3.2 Compliance with Law. Lessee shall conform to all applicable laws and regulations of any public authority affecting the Uplands Property and the use thereof and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use. Uplands shall be utilized for purposes within the scope of the land use classification, the terms of this lease, and in conformity with ordinances of the borough, including any applicable zoning ordinance.

B.3.3 Restrictions on Use. The Uplands shall be used for the exclusive purpose of handling and storing cargo containers and associated equipment, and breakbulk freight shipped and received in the course of operating and maintaining the Facility. Utilization or development by Lessee for other than the allowed uses, without the written consent of Landlord, shall constitute a violation of

the lease and subject the lease to cancellation after twenty (20) days' written notice to Lessee. If the default is of such a nature that it cannot be completely remedied within the 20- day period, Lessee shall be in compliance with this provision if Lessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

B.3.4 Improvements. Lessee may construct improvements on the Uplands Property, with Landlord's prior written approval, which approval shall not be unreasonably withheld. All improvements constructed by Lessee shall remain the property of Lessee, and may be removed at Lessee's expense upon termination of this Lease.

[End of Section B. Uplands]

SECTION C. PREFERENTIAL USE

Lessee vessels calling to load and discharge containerized cargo on a scheduled basis shall be entitled to preferential berthing rights at the Facility in accordance with the terms and conditions set forth in this Agreement.

C.1. PREFERENTIAL BERTHING RIGHTS

C1.1. Lessee shall have the preferential right to use the Facility for purposes of mooring, docking, and loading or discharging cargo on or from Lessee vessels, including ships, barges, or other watercraft which are owned, operated, or chartered by or for Lessee or any affiliated or related company, or which are used in connection with any Lessee freight operations, or a vessel owned or operated by an entity with which Lessee has a connecting carrier, consortium, or rationalization agreement, if, and to the extent that, said vessel is carrying cargo on Lessee's behalf (collectively "Lessee Vessel") provided that the Borough reserves the right to maintain access for all users of the Lutak Dry Storage Dock ("Lutak Dock) and the Facility via a public right-of-way across the Leased Premises and dock area adjacent to the Facility when a Lessee Vessel is not actively engaged in loading or unloading operations.

C1.2. The preferential right of use provided by this paragraph is defined to mean that Lessee shall be accorded the right, after furnishing a vessel schedule at least 12 hours in advance to the Borough Harbormaster, to berth a vessel at the Facility.

C1.3. Lessee agrees Delta Western fuel barges will have priority use of Lutak Dock berths. Lessee's vessels will be accommodated at Lutak as needed on a space available basis.

C1.4. Lessee agrees that during the term of this Agreement its Haines representative, will furnish the Borough Harbormaster with information as to the position, estimated time of arrival in Haines, and estimated port time of any Lessee vessel desiring to berth at the Facility or at Lutak Dock at least 12 hours in advance of the estimated time of arrival.

C.2. RESERVATION OF RIGHTS.

The Borough specifically reserves to itself and for non-Lessee vessels rights to use and occupy the Lutak Dock, or portions thereof, subject to the priorities of use accorded to Lessee under this lease agreement. The Borough agrees that it will issue tariffs governing the rates, charges, and conditions for the use of the Lutak Dock and the Facility by others, and shall assess reasonable rates and charges to users of the Facility.

C.3 BERTHING OF LESSEE VESSELS.

In addition preferential berthing for loading and unloading cargo as provided above, barges owned, chartered, or operated by or on behalf of Lessee shall be allowed to berth at the Facility while not engaged in cargo operations, unless the Borough Harbormaster requests their removal to allow the use of Lutak Dock by other vessels. In such event, the Borough Harbormaster will notify the vessel captain as early as possible of the time the vessel must clear the Facility.

SECTION D. TERMS GOVERNING A. B AND C.

These terms apply to both Tidelands and Uplands (collectively “the Property”).

D.1 RESTRICTIONS ON USE. The Property shall be used only for purposes within the scope of the land use classification of the Property, the terms of this lease, and in conformity with ordinances of the borough, including any applicable zoning ordinance. Use for any other purpose shall constitute a violation of the lease and subject the lease to cancellation after twenty (20) days’ written notice to Lessee. If the default is of such a nature that it cannot be completely remedied within the 20- day period, Lessee shall be in compliance with this provision if Lessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Lessee’s use of the leased premises shall conform to all ordinances of the borough, including any applicable zoning ordinance.

D.2. TARIFF REVENUE

D.2.1 Lessee shall publish a tariff schedule of rates for dockage, wharfage, handling and storage and shall make the Facility available for public use in accordance with its published tariff.

D.2.2. Lessee shall pay Landlord discounted wharfage in accordance with Port of Haines Terminal Tariff, FMC No. 3 Wharfage Rates, as follows:

Remainder of Year 2020	100% Discount
Year 2021	100% Discount
Year 2022	75% Discount
Year 2023	50% Discount
Year 2024 and ongoing	25% Discount

Transshipped/transloaded cargo shall be subject to a single-move, one-time wharfage charge at the same rate.

D2.3. Lessee shall submit to the Borough within ten days of the end of each month a statement detailing the vessel dockage and cargo tonnage handled during the previous month.

D2.4 Lessee shall prepare or cause to be prepared bills of lading detailing all cargo loaded on or from each container on any Lessee Vessel using the Premises. Lessee shall preserve all bills of lading and other records evidencing Lessee’s use of the Premises for not less than three (3) years after expiration of this Agreement.

D2.5 Amounts payable by Lessee for facilities or services under this Agreement supersede any charges for the same facilities or services under the Tariff for the Port of Haines.

D.3 ENVIRONMENTAL

D.3.1 The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment or in any way regulating or controlling the handling, use, transportation, storage, possession, treatment or disposal of Hazardous Substances. The term *Hazardous Substance* shall mean any hazardous, toxic, ignitable, explosive, corrosive, reactive, carcinogenic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

D.3.2 Lessee shall not cause any Hazardous Substance to be located, used, spilled, leaked, disposed of, or otherwise released on or under the Property. Lessee may locate, store or use on the Uplands only those Hazardous Substances and in the quantities typically located, stored, transported or used in the prudent and safe operation of the uses permitted, including petroleum fuels. Lessee shall comply with all environmental laws and exercise a high degree of care in the use and handling of Hazardous Substances in transfer of cargo and maintenance of the facility.

D.3.3 Lessee shall immediately notify Landlord upon becoming aware of the following: (a) any spill, leak, disposal or other release of a Hazardous Substance on, under or adjacent to the Property required to be reported to the United States Coast Guard (“USCG”) or the State of Alaska Department of Environmental Conservation (“ADEC”) and shall provide Landlord with a copy of any written notification submitted to USCG or ADEC; (b) any notice or communication from a governmental agency or any other person relating to any Hazardous Substance on, under or adjacent to the Property; or (c) any violation of any Environmental Law with respect to the Property or Lessee’s activities on or in connection with the Property.

D.3.4 In the event of a spill, leak, disposal or other release of a Hazardous Substance on or under the Property caused by Lessee or any of its contractors, agents or employees or invitees, or the suspicion or threat of the same, Lessee shall: (a) immediately undertake all emergency response necessary to contain, clean up and remove the released Hazardous Substance; (b) promptly undertake investigatory, remedial removal and other response action necessary or appropriate to insure that any Hazardous Substances contamination is eliminated to Landlord’s reasonable satisfaction; and (c) provide Landlord copies of all correspondence with any governmental agency regarding the release (or threatened or suspected release) or the response action, and a detailed report documenting all such response action.

D.3.5 Upon expiration or sooner termination of this lease for any reason, unless otherwise agreed by Landlord, Lessee shall remove all Hazardous Substances and facilities used for the storage or handling of Hazardous Substances from the Property and shall restore the affected areas by repairing any damage caused by the installation or removal of the facilities.

D.3.6 Lessee shall indemnify, defend and hold harmless Landlord, its employees and agents and the respective successors and assigns of each of them from and against all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorney fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the presence of Hazardous Substances on or under the Property by Lessee to the extent caused by Lessee or any of its contractors, agents or employees or invitees. Lessee’s obligations under this

section shall survive the expiration or termination of this lease for any reason. Landlord's rights under this section are in addition to and not in lieu of any other rights or remedies to which Landlord may be entitled under this lease or otherwise.

D.3.7 Landlord shall indemnify, defend and hold harmless Lessee, its employees and agents and the respective successors and assigns of each of them from and against all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorney fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the use, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of **Hazardous Substances** on or under the Property **prior to, or unrelated to, Lessee's or its contractors', agents' or employees' or invitees' activities** on the Property. Landlord's obligations under this section shall survive the expiration or termination of this lease for any reason. Lessee's rights under this section are in addition to and not in lieu of any other rights or remedies to which Lessee may be entitled under this lease or otherwise.

D.4 LIABILITY AND GENERAL INDEMNITY

D.4.1. Liens. Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Lessee's default.

D.4.2 Duty to Inspect. Lessee shall inspect the Property prior to commencement of the Original Term. Landlord agrees to provide reasonable access to the site during regular business hours for Lessee's inspection.

D.4.3 Assumption of Risk by Lessee. Lessee expressly assumes the risk of loss, damage, or injury arising from the existing conditions of the Property and the adjacent Lutak Dock facility. Lessee has reviewed a report detailing the condition of the Lutak Dock authored by PND Engineers in 2014 based on an inspection conducted by Echelon Engineering ("the Report") which report stated "it is the opinion of PND Engineers, Inc. that the structure has reached the end of its credible 60-year service life" and the Haines Lutak Dock Roll On Roll Off Ramp Condition Assessment Final Report of R&M Engineers dated January 2018 (R&M Report) which concludes "it is unlikely that the existing dock will remain usable for another 10 years. Localized failure can be expected at any time" and accepts all risk of loss or damage to Lessee's property and improvements associated with any failure of the Lutak Dock including resulting loss of use of the Property or improvements placed on the Property. Lessee acknowledges this Agreement does not obligate Landlord to repair, maintain or replace Lutak Dock. Lessee shall indemnify and defend Landlord from any third party claim, loss, or liability arising out of or related to any claim based on the Property or any hazardous condition of the Property, directly related to Lessee's activities, while in the possession or under the control of Lessee. However, Lessee assumes no responsibility for maintenance and repair of the Lutak Dock. This obligation shall survive the expiration or termination of this Lease Agreement.

D.4.4 No Warranty/No Representation. Landlord makes no representations with respect to the conditions of the Property or the adjacent Lutak Dock facility other than those contained in the Report. The parties hereto expressly agree that the risk that actual physical conditions at the Property or adjacent Lutak Dock facility are materially different from the expected physical conditions at the Property is borne solely by the Lessee.

D.4.5 Landlord's Indemnification. Landlord shall indemnify and defend Lessee from any claim, loss, or liability arising out of or related to any negligent activity of Landlord on the Property or any hazardous condition of the Property while in the possession or under the control of Landlord. This indemnification obligation does not apply to any claim, loss or liability arising out of or related to the current or future condition of the Lutak Dock or Landlord's maintenance and repair of the Lutak Dock.

D.4.6 Removal of Existing Structures and other work to be performed by Landlord. Landlord shall remove the existing structures (one 20' X 40' and one 16' X 32') and perform other work as identified in Exhibit 4 attached in coordination with AML.

D.5. INSURANCE

During the term of this lease Lessee shall carry, at Lessee's cost, (i) comprehensive general liability insurance with limits of not less than \$2,000,000 per occurrence covering all risks arising directly or indirectly out of Lessee's activities on or any condition of the Property, and covering claims of Landlord against Lessee under the indemnity obligations assumed by Lessee in this lease; (ii) property damage and fire insurance, if applicable, for the replacement value of any improvements on the Property and on Lessee's personal property located on the Property; and (iii) worker's compensation in accordance with applicable law as well as employer's liability coverage of not less than \$1,000,000, and, if applicable, long shore and harbor workers' coverage; (iv) pollution insurance, \$2,000,000 combined single limit per loss applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of petroleum products, smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants, or pollutants. All of the required insurances (except for worker's compensation and USL&H) shall name Landlord as an additional insured and waive subrogation in favor of Landlord. AML's insurance coverage shall be primary insurance as respects Borough, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Borough, its officers, officials, employees and volunteers shall be excess of AML's insurance and shall not contribute to it. Insurance is to be placed with reputable insurers qualified to do business in Alaska. Certificates evidencing such insurance and bearing endorsements requiring 30 days' written notice to Landlord prior to any decrease in limits or cancellation shall be furnished to Landlord upon request.

D.6. TAXES AND UTILITIES

D.6.1 Property Taxes. Lessee shall pay all real property taxes and special assessments levied against the Property.

D.6.2. Special Assessments. If an assessment for a public improvement is made against the Property, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as ad valorem real property taxes.

D.6.3. Contest of Taxes. Lessee shall be permitted to contest the amount of any property tax or assessment as provided for in Haines Borough Code.

D.6.4. Payment of Utilities Charges. Lessee shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Property, including, but not limited to, charges for fuel, water, sewer, gas, and electricity. If any utility services are provided by or through Landlord, charges to Lessee shall be comparable with prevailing rates for comparable services. If the charges are not separately metered or stated,

Landlord shall apportion the charges on an equitable basis, and Lessee shall pay its apportioned share on demand.

D.7 MAINTENANCE OF PREMISES

D.7.1 Lessee shall, at its own expense, provide all routine preventive maintenance, repairs, and replacements to any Lessee structures, including: any Lessee buildings, container cranes, container handling equipment, Lessee installed electric systems and equipment, and the container storage area. Lessee shall be responsible for obtaining its own janitorial services for Lessee facilities on the Premises, if any.

D.7.2 Snow Removal Lessee will provide all snow removal and de-icing of the Lessee leased areas at Lutak. Lessee shall keep the Premises clean, orderly, and free of rubbish. If Lessee fails to adequately remove snow, ice, or debris, the Borough may furnish the necessary equipment and manpower to provide this service in which event Lessee shall promptly pay the Borough's billings for such services.

D.7.3 Lessee shall provide the Borough Harbormaster a semi-annual maintenance and repair report on any single incident of damage or repair over ten thousand dollars (\$10,000).

D.7.4. Within thirty (30) days after each anniversary of the date of this lease agreement, Lessee and the Borough agree to inspect the Premises and prepare a report describing the condition of the Premises and specifying any items in need of repair. The party responsible for those repairs shall start those repairs within thirty (30) days after the report is prepared and shall promptly complete them.

D.8. EMINENT DOMAIN; DESTRUCTION, RECONSTRUCTION OF LUTAK DOCK

D.8.1 Partial Taking. If a portion of the Property is condemned, this lease shall continue on the following terms:

D.8.1.a Lessee shall be entitled to all of the proceeds of condemnation relating to improvements constructed by Lessee, and Landlord shall be entitled to all of the proceeds of condemnation relating to the unimproved Property and Lutak Dock.

D.8.1.b. After the date on which title vests in the condemning authority, the rent shall be reduced in proportion to the reduction in value of the Property as an economic unit on account of the partial taking. If Landlord and Lessee are unable to agree on the amount of the reduction of rent, the amount shall be determined as provided in Section D.13.

D.8.2. Total Taking. If a condemning authority takes all the Property or a portion sufficient to render the remaining Property reasonably unsuitable for the use that Lessee was then making of the Property, this lease shall terminate as of the date the title vests in the condemning authorities. Landlord shall be entitled to all the proceeds of condemnation, and Lessee shall have no claim against Landlord as a result of the condemnation.

D.8.3. Sale in Lieu of Condemnation. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated as a taking by condemnation.

D.8.4. Damage and Destruction. If the Property is damaged or destroyed so that Lessee is unable to occupy the Property for its permitted use, Landlord may terminate this lease effective as of the date of the damage or destruction by giving Lessee written notice within 5 days of the date of the damage or destruction.

D.8.5 Reconstruction of Lutak Dock. In the event the Borough embarks on a (re)construction project regarding Lutak Dock, Landlord shall provide Tenant at least 360 days written notice of Landlord's intent and the parties agree to negotiate any effects of such project on this lease. Landlord will take reasonable steps to minimize interference with Lessee's business operations on the Property. If Lutak Dock reconstruction does prevent Lessee from using the Property for marine cargo operations rent shall be abated during all such periods Lessee is unable to use the Property for marine cargo operations. Such rent abatement shall be Lessee's sole remedy for loss of use of the Property resulting from dock reconstruction.

D.9. ASSIGNMENT AND SUBLETTING

No part of the Property may be assigned, mortgaged, or subleased by Lessee without the prior written approval of the Borough Assembly, provided however, that Lessee may sublet or license use of portions of the Property to its affiliated companies and customers in the ordinary course of its business. In the event Landlord consents to an assignment at any time during this lease, Lessee shall continue to remain liable to Landlord under the terms of this lease, unless otherwise agreed in writing. Any assignment/sublease shall be in writing and be subject to the terms and conditions of the original lease and such further terms and conditions as the assembly may deem appropriate. In the event of Landlord approval, a copy of the sublease shall be filed with the clerk.

D.10. DEFAULT. The following shall be events of default:

D.10.1 Default in Rent. Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.

D.10.2. Default in Other Covenants. Failure of Lessee to comply with any term or condition or fulfill any obligation of this lease (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, Lessee shall be in compliance with this provision if Lessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

D.10.3. Insolvency. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within 10 days shall each constitute a default. If Lessee consists of two or more individuals or business entities, the events of default specified in this subsection shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If this lease has been assigned, the events of default specified shall apply only with respect to the entity then exercising the rights of Lessee under this lease.

D.10.4. Abandonment. Lessee's failure to occupy the Property for one or more of the purposes permitted under this lease, for at least thirty (30) days per year, unless such failure is excused under other provisions of this lease, shall constitute abandonment.

D.10.5. Failure to Comply with Code and Regulations. Failure to comply with all laws, regulations, and rules and laws described below shall constitute a violation of the lease.

D.10.5.a. The lessee shall comply with all regulations, rules, and the code of the borough, and with all state and federal regulations, rules, and laws, as the code or any such rules, regulations, or laws may affect the activity upon or associated with the Property.

D.10.5.b. The lessee shall comply with all provisions of the code which are promulgated for the promotion of sanitation, life safety, and public health. The leased premises shall be kept in a neat, clean, and sanitary condition, and every effort shall be made to prevent pollution.

D.10.5.c. Fire Protection. The lessee shall take all reasonable precautions to comply with provisions of state law and borough code applicable to the area wherein the leased premises are located. Failure to do so shall constitute a violation of the lease.

D.11. REMEDIES FOR DEFAULT

D.11.1. Termination. In the event of a default this lease may be terminated at the option of Landlord by written notice to Lessee. If the lease should be terminated because of any breach by the Lessee, the annual rental payment last made by the lessee shall be forfeited and retained by the Landlord.

D.11.2. Entry and Re-Entry. In the event the lease is terminated, or in the event that the Property, or any part thereof, are abandoned by the Lessee during the term, the Landlord or its agents, servants, or representatives may, immediately or any time thereafter, re-enter and resume possession of the Property or such part thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No re-entry by the Landlord shall be deemed an acceptance of a surrender of the lease.

D.11.3. Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term the loss of rental from the date of default until a new Lessee is, or with the exercise of reasonable efforts could have been, secured and paying rent.

D.11.4. Landlord's Right to Cure Defaults. If Lessee fails to perform any obligation under this lease, Landlord shall have the option to do so after ten (10) days' written notice to Lessee. All of Landlord's expenditures to correct the default shall be reimbursed by Lessee on demand. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

D.11.5. Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

D.12. CANCELLATION AND FORFEITURE

D.12.1 This lease may be canceled in whole or in part at any time, upon written agreement by the lessee and the borough assembly.

D.12.2 Any lease of lands used for an unlawful purpose may be terminated by the borough assembly.

D.12.3 If the Lessee shall default in the performance or observance of any of the lease terms, covenants, or stipulations, or the terms of this chapter, or any applicable ordinance of the borough, and said default continues for 30 calendar days after service of written notice by the Landlord on the Lessee without remedy by Lessee of the default, the assembly shall take such action as is necessary to protect the rights and the best interests of the Landlord, including the exercise of any or all rights after default permitted by the lease. No improvements may be removed by Lessee or any other person during any time the lessee is in default.

D.12.4 Failure to make substantial use of the leased premises, consistent with the proposed use, within one year shall, with the approval of the assembly, constitute grounds for cancellation. This time period may be extended by the assembly by resolution

D.13. EXPIRATION OF LEASE

D.13.1 Expiration of Lease. Unless the lease is renewed or sooner terminated as provided herein, the lessee shall peaceably and quietly leave, surrender, and yield up unto the borough the Property on the last day of the term of the lease.

D.13.2 Disposition of Improvements. All dock facilities, fill and other improvements constructed or purchased on the Property by Lessee may within 60 calendar days after the termination of the lease be removed by the lessee; provided, that the Borough Assembly may extend the time for removing such improvements in cases where hardship is proven. All periods of time granted Lessee to remove improvements are subject to Lessee's paying to the borough pro rata lease rentals for said periods. If any improvements and/or chattels are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, the Landlord.

D.14. MISCELLANEOUS

D.14.1 Written Waiver. The receipt of rent by Landlord with knowledge of any breach of the lease by the Lessee or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of the lease shall not be deemed to be a waiver of any provision of the lease. No failure on the part of the Landlord to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by Landlord unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of Landlord to enforce the same in the event of any subsequent breach or default. The receipt by Landlord of any other sum of money after the termination, or after the giving by Landlord of any term demised, or after the giving by Landlord of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, unless so agreed to in writing and signed by the borough mayor.

D.14.2 Attorney Fees. If suit or any action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on

appeal.

D.14.3 Notice or Demand. Any notice or demand, which under the terms of this lease or under any statute must be given or made by the parties thereto, shall be in writing and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made, or mailed. A notice given hereunder shall be deemed delivered when deposited in the U.S. mail enclosed in a registered or certified mail prepaid envelope addressed as herein provided.

D.14.4 Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

D.14.5 Entry for Inspection. The lessee shall allow an authorized representative of Landlord to enter the leased land at any reasonable time for the purposes of inspecting the land and improvements thereon.

D.14.6 Audit. Landlord shall have the right to audit Lessee's records and to require Lessee to prepare summaries or reports from its records to determine compliance with the payment terms of this Agreement.

D.14.7 Interest on Rent and Other Charges. Any rent or other payment required of Lessee by this lease shall, if not paid within twenty (20) days after it is due, bear interest at the rate of ten percent (10%) per annum from the due date until paid, as additional rent.

D.14.8 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, for a reason other than breach of Lessee, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account; provided, however, that in the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by Landlord.

D.14.9 Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this lease.

D.14.10 Rights of Mortgagee or Lienholder. In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment, or collateral assignment shall be given a duplicate copy of any notice of default in the same manner as notice is given the Lessee; provided, that such mortgagee has given the borough clerk notice of such mortgage and the mortgagee's address.

D.14.11 Use of Material. All oil, gas and other minerals and all deposits of stone, earth or gravel valuable for extraction or utilization are reserved by the Landlord and shall not be removed from the Property. The Lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the borough assembly in writing.

D.14.12 Rights-of-Way. Landlord expressly reserves the right to grant easements or rights-of-way across the Property if it is determined in the best interest of the Landlord to do so. If Landlord grants an easement or right-of-way across any of the Property, Lessee shall be entitled to damages

for all lessee-owned improvements destroyed or damaged. Damages shall be limited to improvements only and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate the lessee for the loss of use.

D.14.13 Permits. Lessee shall make no temporary or permanent improvements on the Property of any kind without first obtaining all permits required by federal, state and local law.

D.14.14 No Warranty. Landlord does not warrant by its classification or leasing of the Property that the Property is suited for the use authorized under the lease and no guaranty is given or implied that it will be profitable to employ the Property to said use.

D.14.15 Applicable Law. This lease shall be governed, construed, performed, and enforced in accordance with the laws of the State of Alaska.

D.14.16 Exclusive Venue. Any lawsuit brought by either Landlord or Lessee to enforce, interpret, or apply this lease may only be brought in a court of competent jurisdiction in Juneau, Alaska, and Landlord and Lessee hereby consent to the exclusive jurisdiction and venue of such court.

D.14.17 Entire Agreement. This lease embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, written or oral, related to the subject matter of this lease.

D.14.18 Amendment. This lease may not 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 borough assembly.

D.14.19 Severability. In the event any provision, or any portion of any provision of this lease is held invalid, the other provisions of this lease and the remaining portion of said provision, shall not be affected thereby, and shall continue in full force and effect.

D.14.20 Relationship of Parties. Nothing contained in this lease shall be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Lessee.

D.14.21 Authority to Bind. The individuals signing this Lease on behalf of Landlord and Lessee represent and warrant that they are empowered and duly authorized to bind Landlord or Lessee to this Lease according to its terms.

D.14.22 Headings. Any headings used in this lease are for convenience only and do not define or limit the scope of this lease.

D.14.23 Counterparts. This lease may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

D.15. MEDIATION

It is the intent of the parties that any unresolved dispute relating to or arising out of this lease be settled first by diligent and good faith negotiation. In the event the parties are not able to negotiate a settlement, the parties agree to make a diligent and good faith effort to mediate their dispute before a mutually acceptable mediator. Notice of demand for mediation must be made within a reasonable period of time

after the dispute or controversy has arisen and shall be in writing. If the non-demanding party fails to respond within 30 days of the demand or refuses to participate in mediation, the demanding party may proceed with pursuing arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this lease the date and year first above written.

Landlord:
HAINES BOROUGH

Lessee:
ALASKA MARINE LINES, INC.

By _____
Its _____

By _____
Its _____

Attest:

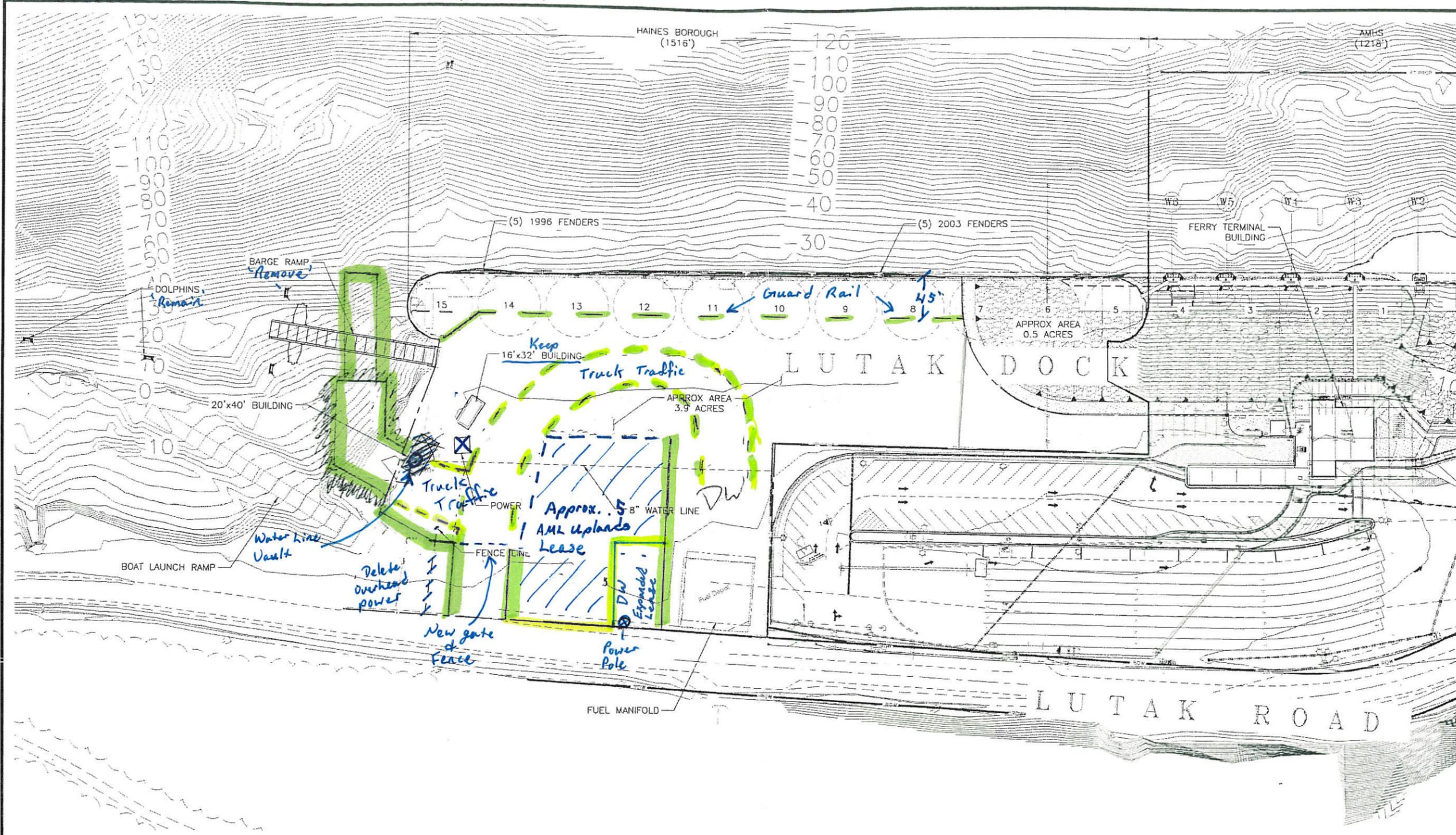
By _____
Its _____

By _____
Its _____

Exhibit 3- Uplands Area Leased

$2.2 + .15 - .5 - .5 = 1.38$

Z:\project\2443.01_HB Haines Lutak Dock Study\Civil\ACAD\2443.01 - Deck Options & Areas.dwg
 Plotted 12/6/2016 4:00 PM by: Patrick Hewlett



① EXISTING SITE PLAN
Scale: 1:100

PROGRESS SET
NOT FOR
CONSTRUCTION

R&M CONSULTANTS, INC.
 9101 Vanguard Drive
 Anchorage, Alaska 99507
 rmconsult.com - email@rmconsult.com
 phone: 907.522.1707 • fax: 907.522.3403

Haines Borough
LUTAK DOCK STUDY

No.	Description	Date

Drawn by: PMH
 Check by: JD/DA
 Date: DEC 6, 2016
 Project: DRAFT CONCEPT
 Sheet No: 2443.01
 SHEET TITLE: EXISTING SITE PLAN

Exhibit 4 - Work to be done by Landlord

Lutak Dock Work

Demo Garage & Concrete, Relocate Container	\$30,000
Yard Clean Up and Salvage	\$5,000
Remove Old RoRo	\$5,000
Remove Tower	\$10,000
New Electrical Sevice	\$50,000
Lighting & Security Camaras	\$25,000
Fence/Gate Removal and Installation	\$40,000
Water/Sewer	\$30,000
Launch Ramp Parking Dirt Work/Signs	\$25,000
Engineering Services/Survey	\$30,000
Security Barriers	\$10,000

Total - **260,000**

Integra Realty Resources
Seattle

Appraisal of Real Property

ATS 1464 Lutak Road
Vacant Land
2112 Lutak Rd.
Haines, Haines County, Alaska 99827

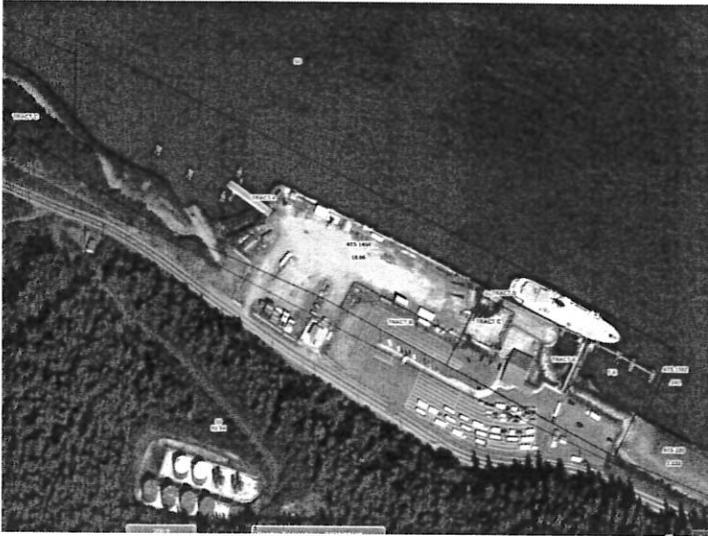
Prepared For:
Haines Borough

Effective Date of the Appraisal:
June 8, 2020

Report Format:
Appraisal Report – Standard Format

IRR - Seattle
File Number: 154-2020-0169





ATS 1464 Lutak Road
2112 Lutak Rd.
Haines, Alaska

Integra Realty Resources
Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.436.1190
F 206.623.5731
www.irr.com



June 15, 2020

Alekka Fullerton
Acting Manager
Haines Borough
213 Haines Hwy.
Haines, AK 99827

SUBJECT: Market Value Appraisal
 ATS 1464 Lutak Road
 2112 Lutak Rd.
 Haines, Haines County, Alaska 99827
 IRR - Seattle File No. 154-2020-0169

Dear Ms. Fullerton:

Integra Realty Resources – Seattle is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the fair market value of the fee simple interest in the property. The client for the assignment is Haines Borough, and the intended use is for establishing a basis for a ground lease with Alaska Marine Lines (AML) for a roll-on/roll-off facility (ro-ro) for loading and unloading freight.

The subject is vacant land and is a portion of the 18.26-acre Haines ferry dock parcel (ATS 1464) located at 2112 Lutak Road in Haines, Alaska.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

Summary of Land Values					
Parcel	Unit of Comparison	Units	Indicated Unit Value	Indicated Value	Rounded
Uplands	Usable SF	43,560	\$8.00	\$348,480	\$350,000
Tidelands	Total SF	87,120	\$2.00	\$174,240	\$175,000
Total				\$522,720	\$525,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The subject parcel sizes used in this analysis are only estimates pending final negotiation between the Haines Borough and Alaska Marine Lines (AML). The dollar per square foot uplands value conclusion applies to any subject upland size between 0.50 acre and 2.0 acres and the dollar per square foot tidelands value applies to any tidelands size between 1.0 and 3.0 acres.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

As of the date of value, the economy (globally, nationally, and locally) was in a state of rapid transition with a widespread expectation of the imminent onset of a significant recession. The outbreak of COVID-19 (coronavirus disease of 2019) in China was declared a global pandemic by the World Health Organization (WHO) on March 11, 2020. The value expressed herein represents our opinion based on the best available data reflective as of the date of value.

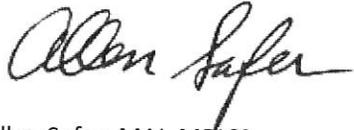


Alekka Fullerton
Haines Borough
June 15, 2020
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

INTEGRA REALTY RESOURCES - SEATTLE

A handwritten signature in black ink that reads "Allen Safer". The signature is written in a cursive, flowing style.

Allen Safer, MAI, MRICS
Certified General Real Estate Appraiser
Alaska Certificate # APRG412
Telephone: 206.436.1190
Email: asafer@irr.com



Table of Contents

General Information	2	Summary of Land Values	46
Identification of Subject	2	Survey of Ground Lease Rates	47
Sale History	2	Exposure Time	47
Pending Transactions	2	Certification	48
Purpose of the Appraisal	3	Assumptions and Limiting Conditions	50
Definition of Market Value	3	Addenda	
Definition of Property Rights Appraised	3	A. Appraiser Qualifications	
Intended Use and User	3	B. Property Information	
Applicable Requirements	4		
Report Format	4		
Prior Services	4		
Scope of Work	4		
Economic Analysis	6		
Haines Borough Analysis	6		
Surrounding Area Analysis	12		
Industrial Market Analysis	15		
Property Analysis	20		
Land Description and Analysis	20		
Highest and Best Use	26		
Valuation	27		
Valuation Methodology	27		
Sales Comparison Approach	28		
Uplands (1.00 Acres; 43,560 SF)	28		
Tidelands (2.00 Acres; 87,120 SF)	37		

General Information

Identification of Subject

The subject is vacant land and is a portion of the 18.26-acre Haines ferry dock parcel (ATS 1464) located at 2112 Lutak Road in Haines, Alaska. A legal description of the property was requested but not provided.

For purposes of analysis, the upland portion to be leased to Alaska Marine Lines (AML) is estimated at ±1.0 acre of upland and ±2.0 acres of tidelands; however, this analysis will conclude to a separate value per square foot for the uplands and tidelands to be applied to the areas agreed to by the parties to the new lease.

Property Identification

Property Name	ATS 1464 Lutak Road
Address	2112 Lutak Rd. Haines, Alaska 99827
Tax ID	Ptn ATS 1464
Owner of Record	Haines Borough

Sale History

There have not been any sales of the subject in the past 10 years.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date; however, Alaska Marine Lines (AML) is proposing to construct a ro-ro facility along the south boundary of the existing dock site, west of the existing public boat launch ramp on a ground lease as described below.

There is a Memorandum of Understanding (MOU) for a ground lease for construction and operation of a Roll-On/Roll-Off Facility (ro-ro) between the Haines Borough and AML whereby AML will be responsible for construction and operation of a ro-ro at the existing Borough-owned Lutak Dock and Borough-owned tidelands, for loading and unloading freight. For purposes of this analysis, the upland portion to be leased to Alaska Marine Lines (AML) is estimated at ±1.0 acre and tidelands are analyzed as ±2.0 acres; however, the pending lease will consist of separate values per square foot for the uplands and tidelands as agreed by the parties to the pending lease.

The Borough shall be compensated for use of tidelands and uplands in accordance with HBC 14.16.080, currently set at 10.0% of fair market value.



Purpose of the Appraisal

The purpose of the appraisal is to develop an opinion of the fair market value of the fee simple interest of both a 1.0± acre upland parcel and a 2.0± acre tidelands as of the effective date of the appraisal, June 8, 2020.

The date of the report is June 15, 2020. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of Property Rights Appraised

Fee simple estate is defined as, “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed. (Chicago: Appraisal Institute, 2015)

Intended Use and User

The intended use of the appraisal is for establishing a basis for a ground lease. The client is Haines Borough. The intended users are Haines Borough and Alaska Marine Lines. The appraisal is not intended for any other use or user. No party or parties other than Haines Borough and Alaska Marine Lines may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations.

Report Format

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have previously appraised the property that is the subject of this report for the current client in 2018. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Scope of Work

To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Allen Safer, MAI, MRICS, previously conducted an on-site inspection of the property on October 30, 2018.

Economic Analysis

The reader is reminded that many of the demographics presented on this and the following pages were gathered during the period that preceded the COVID-19 pandemic and imminent recession. The data provides useful information for purposes of considering the population and economy of the local area under stabilized market conditions. However, job losses, unemployment (overall and in different sectors), impaired commerce, and reduced income levels will result in demographic statistics after February 2020 that do not follow the stabilized trend that would have been expected based only on a review of data through 2019 and the first few weeks of 2020. Some employment statistics have been available as of the time of this report and have been incorporated.

Haines Borough Analysis

Location and Climate

Haines Borough is located on the shores of the Lynn Canal between the Chilkoot and Chilkat Rivers, 80 air miles northwest of Juneau. It is just south of the Canadian border at British Columbia and 600 air miles southeast of Anchorage and Fairbanks. By road, it is 775 miles from Anchorage. The community lies at approximately 59.233330° North Latitude and -135.433330° West Longitude.

Haines experiences a maritime climate characterized by cool summers and mild winters. Summer temperatures range from 50 to 70 °F; winter temperatures range from 10 to 35 °F.

Population

In the May edition of *Alaska Economic Trends*, the State Demographer David Howell reported the state's population in 2019 stood at 731,007; however, for 2020 Southeast Alaska is projected to lose population will decrease by five percent. It's the only region of the state projected to lose population.

Haines Borough had an estimated 2020 population of 2,453, which represents an average annual 0.2% decrease from the 2010 census of 2,508. Haines Borough lost an average of 6 residents per year over the 2010-2020 period, and its downward trend in population contrasts with the State of Alaska which had a 0.4% average annual increase in population over this time.

According to *Alaska Population Projections 2019 to 2045*, Haines Borough's population is projected to decrease at a 0.1% annual rate from 2020-2025, equivalent to the loss of an average of 3 residents per year. Haines Borough's decline in population contrasts with Alaska, which is projected to increase at a 0.3% rate. At this time, short-term population effects from the Covid-19 pandemic are hard to quantify. Alaska quickly instituted shelter-in-place mandates and other prevention measures, which appears to have reduced virus transmission significantly. As of May 1, according to the May issue of *Alaska Economic Trends*, only nine deaths have been reported in the state. Haines Borough has had no confirmed cases of the virus and no deaths.¹

¹ Alaska Dept. of Health and Social Services. (May 27, 2020) Coronavirus response Alaska DHSS.

Population Trends

	Population			Compound Ann. % Chng	
	2010 Census	2020 Estimate	2025 Projection	2010 - 2020	2020 - 2025
Haines Borough	2,508	2,453	2,439	-0.2%	-0.1%
Alaska	710,231	737,745	748,451	0.4%	0.3%

Source: Environics Analytics

History

The Haines area was called "Dei Shu" by the Tlingit, meaning "end of the trail." The Chilkat Tlingit controlled the trading routes between the coast and the Interior. The first non-Native to settle here was George Dickinson, an agent for the North West Trading Company, in 1880. In 1881, S. Young Hall, a Presbyterian minister, received permission from the Chilkat to build the Willard Mission and School. The mission was renamed Haines in 1884. During the Klondike gold rush in the late 1890s, it grew as a mining supply center. Gold was also discovered 36 miles from Haines in 1899 at the Porcupine District. Four canneries had been constructed in the area by the turn of the century. The first permanent U.S. military installation in Alaska, Fort William H. Seward, was constructed south of Haines in 1904. Port Chilkoot merged with Haines into the City of Haines. In 1972, the City of Haines and the Haines Borough were consolidated in 2002.

Facilities, Utilities, Schools and Health Care

Communities located within the borough include: Covenant Life, Haines, Lutak, Mud Bay, and Mosquito Lake. Electricity is provided by Alaska Power Company. The Haines Borough School District, with approximately 250 to 300 students, consists of a K-12 in three divisions in a single building: an elementary K-6 school, a middle/high school for grades 7 through 12, plus the Haines Home School program.

Local hospitals or health clinics include the Southeast Alaska Regional Health Consortium (SEARHC) Haines Health Center, Haines Public Health Center and the Klukwan Clinic. The clinic is a qualified Emergency Care Center and is owned and operated by SEARHC. Specialized Care is provided by Lynn Canal Human Resources & Counseling Center (city & borough operated). Emergency Services have highway marine air and floatplane access and is provided by a 911 system and volunteers. Auxiliary health care is provided by Haines Volunteer Fire Dept./EMS.

Transportation

Haines is a major trans-shipment point because of its ice-free, deep-water port and dock and year-round road access to Canada and Interior Alaska. It is a northern terminus of the Alaska State Ferry System and a hub for transportation to and from southeast Alaska. Haines has a 4,000-foot-long airport runway.

Employment

For Alaska as a whole, the economic impact is beginning to be measurable, especially by the dramatic increase in unemployment benefits in April and May. More than 70,000 people filed new claims in six weeks compared to only 5,345 during the same time in 2019. For Southeast Alaska, the first wave of

shutdown-related unemployment benefit payment amounts increased 1,623% in the last week in March from the same time in 2019 with the average for all of Alaska at 1,024%. There is also a different economic consideration, however, for a city with 1,000 laid-off workers compared to a city that anticipated 1,000 out-of-state workers who end up staying home.

Haines' major economic sectors are tourism, seafood, mining, health care and senior services, and forest products. Tourism, especially, has been deeply impacted by the pandemic and many of the largest tourism employers have already announced that they won't open or operate in 2020.

Recent data shows that the Haines Borough unemployment rate in March was 14.9% in comparison to a 5.9% rate for Alaska, a negative sign for Haines Borough economy. The preliminary April 2020 unemployment rate for Haines Borough is 27.3%. According to the May 2020 issue of *Alaska Economic Trends*, a key question about the surge in claims is how long those people will be out of work, given that so many couldn't work due to mandates that are now being relaxed. It will depend largely on how comfortable workers and customers feel at venturing out to stores, bars, restaurants, hair salons, and others as businesses reopen, and how much the new restrictions will affect the businesses.

Employment Trends

Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Haines Borough	% Change	Alaska	% Change	Haines Borough	Alaska
2009	767		302,339		9.9%	7.7%
2010	725	-5.5%	306,593	1.4%	11.1%	7.9%
2011	750	3.4%	311,505	1.6%	10.6%	7.6%
2012	714	-4.8%	314,941	1.1%	10.4%	7.1%
2013	704	-1.4%	315,137	0.1%	10.6%	7.0%
2014	717	1.8%	317,568	0.8%	11.3%	6.9%
2015	750	4.6%	316,091	-0.5%	10.4%	6.5%
2016	697	-7.1%	310,461	-1.8%	10.8%	6.9%
2017	708	1.6%	307,169	-1.1%	9.4%	6.9%
2018	760	7.3%	308,164	0.3%	10.2%	6.5%
2019*	1,300	71.1%	338,048	9.7%	9.8%	6.1%
Overall Change 2009-2019	533	69.5%	35,709	11.8%		
Avg Unemp. Rate 2009-2019					10.4%	7.0%
Unemployment Rate - March 2020					14.5%	5.9%

*Total employment data is as of September 2019; unemployment rate data reflects the average of 12 months of 2019.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Tourism

Haines hosted approximately 60,990 cruise ship visitors in 2019. In the leisure and hospitality sector, other than jobs and wages generated by visitor spending in retail or transportation, averaged 210 jobs in 2016 with \$4.4 million total wages.

However, the coronavirus concerns have led to the cancellation of the entire 2020 cruise ship season.

Seafood

Due to the seasonal nature of much of the seafood processing industry, many processors are advertising jobs within Alaska, hoping to provide employment for many of the citizens who are out of work, rather than trying to fill positions from out of state.

Other Industries

Oil and gas, health care, government, and information maintain relatively stable employment through the year. It is too soon to tell how other sectors such as oil, mining and construction will be affected in the long-term, although world prices for oil and gas have been depressed since early 2020 due to supply wars within OPEC and the success of fracking in the lower 48, which combined has caused an oversupply of oil and global contraction of demand.

Income, Education and Age

Haines Borough has a slightly lower level of household income than Alaska. Median household income for Haines Borough is \$76,611, which is 1.5% less than the corresponding figure for Alaska.

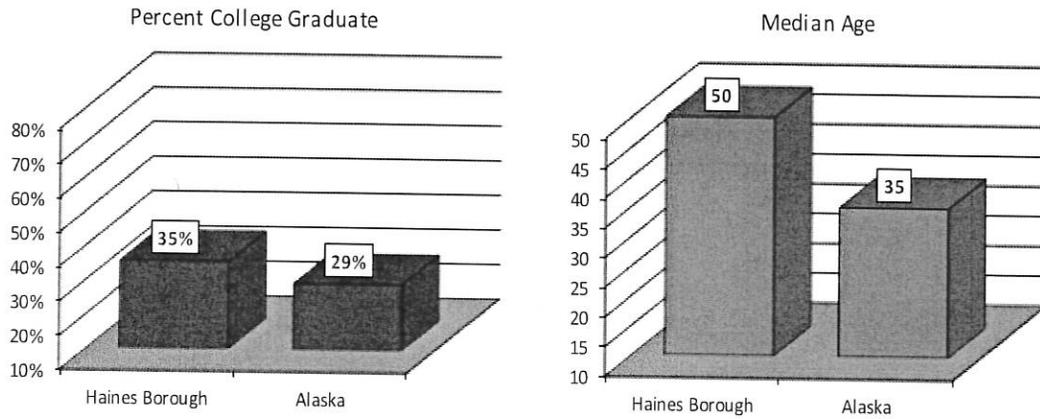
Median Household Income - 2020

	Median
Haines Borough	\$76,611
Alaska	\$77,778
Comparison of Haines Borough to Alaska	- 1.5%

Source: Environics Analytics

Residents of Haines Borough have a higher level of educational attainment than those of Alaska. An estimated 35% of Haines Borough residents are college graduates with four-year degrees, versus 29% of Alaska residents. People in Haines Borough are older than their Alaska counterparts. The median age for Haines Borough is 50 years, while the median age for Alaska is 35 years.

Education & Age - 2020



Source: Environics Analytics

Outlook

Given the history of the area and the relatively stable economic trends in Haines, we expect that property values will remain stable in the near future.

As previously referenced, COVID-19 has pushed the economy at all levels into a recession which has yet to be statistically proven or definitively quantified. Therefore, the statistical summary of the region provided above must be considered in light of the fact that economic indicators available in the near future will show a substantial contraction of economic activity beginning in the first quarter of 2020. This issue is discussed more fully after the Market Analysis section of this report.

Area Map



Surrounding Area Analysis

Location

The subject is located on Lutak Road in the vicinity of the Alaska State Ferry Terminal.

Access and Linkages

Primary road access to the area is via Lutak Road.

Haines Borough Demand Generators

Major employers include cruise ship companies, the Southeast Alaska Regional Health Consortium (SEARHC), and the mining industry, including the Palmer Project (a copper-zinc-silver-gold-barite prospect located within the Porcupine Mining District in the Haines Borough), the Kensington gold mine and Greens Creek silver/gold mine.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2020 Estimates	5-Mile Radius	10-Mile Radius	20-Mile Radius	Haines Borough	Alaska
Population 2010	1,576	2,018	3,155	2,508	710,231
Population 2020	1,487	1,934	3,250	2,453	737,745
Population 2025	1,459	1,908	3,286	2,439	748,451
Compound % Change 2010-2020	-0.6%	-0.4%	0.3%	-0.2%	0.4%
Compound % Change 2020-2025	-0.4%	-0.3%	0.2%	-0.1%	0.3%
Households 2010	716	924	1,434	1,149	258,058
Households 2020	702	914	1,508	1,150	271,539
Households 2025	697	911	1,533	1,151	276,648
Compound % Change 2010-2020	-0.2%	-0.1%	0.5%	0.0%	0.5%
Compound % Change 2020-2025	-0.1%	-0.1%	0.3%	0.0%	0.4%
Median Household Income 2020	\$82,428	\$78,959	\$75,867	\$76,611	\$77,778
Average Household Size	2.1	2.1	2.1	2.1	2.6
College Graduate %	37%	36%	34%	35%	29%
Median Age	48	49	46	50	35
Owner Occupied %	69%	70%	65%	72%	64%
Renter Occupied %	31%	30%	35%	28%	36%
Median Owner Occupied Housing Value	\$269,652	\$272,229	\$287,914	\$285,972	\$291,832
Median Year Structure Built	1984	1985	1984	1986	1984
Average Travel Time to Work in Minutes	9	9	9	9	21

Source: Envirionics Analytics

As shown above, the current population within a 10-mile radius of the subject is 1,934, and the average household size is 2.1. Population in the area has declined since the 2010 census, and this trend is projected to continue over the next five years. Compared to Haines Borough overall, the population within a 10-mile radius is projected to decline at a faster rate.

Median household income is \$78,959, which is higher than the household income for Haines Borough. Residents within a 10-mile radius have a similar level of educational attainment to those of Haines Borough, while median owner-occupied home values are lower.

Land Use

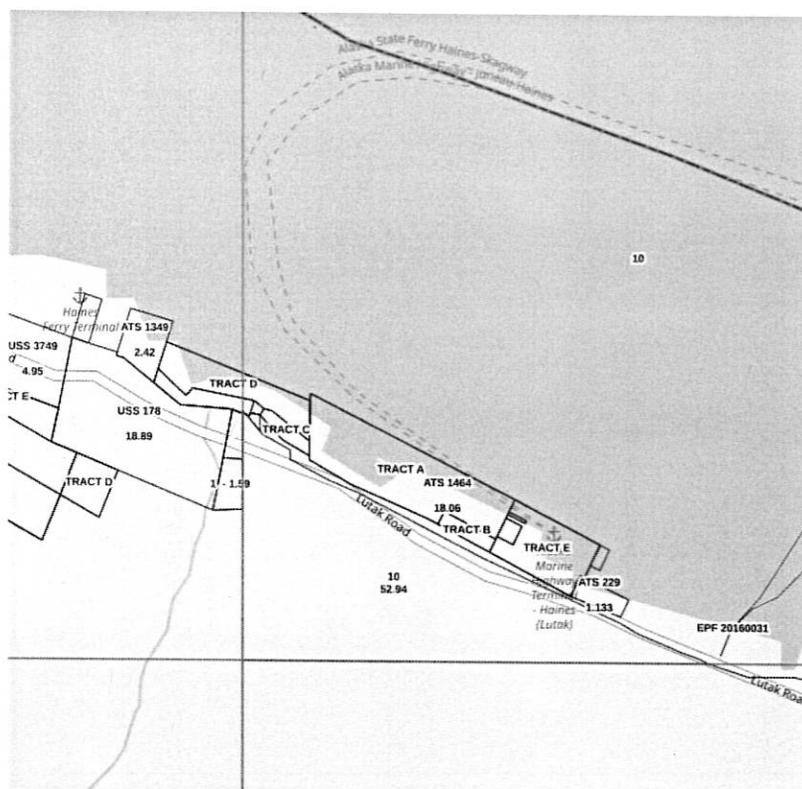
The area is rural in character and approximately 5% developed.

Outlook and Conclusions

We anticipate that property values will remain stable in the near future.



Surrounding Area Map



ATS 1464 Lutak Road



Industrial Market Analysis

The site is zoned WI, Waterfront Industrial. WI zoning provides for and protects productive, marine-related heavy industries, including wharfage, natural resource export, milling, major seafood processing and barge facilities.

Conclusions

Overall, demand for industrial space is considered to be moderate at the current time.

COVID-19 Impact on Current Valuations

The best measure of any impact on values due to COVID-19 would be in direct transaction indicators that are objectively verified and clearly show data points, current pricing discovery, and the ability to measure movement in values from a prior baseline; and to understand direction in overall values. However, given the unique nature and recency of this event, minimal activity is evident from which to draw benchmark comparisons based on transactional data.

In the absence of transaction data, there is empirical data in the market that can be gleaned and assist in estimating the valuation metrics and assessing their reliability in estimating current value. In this initial phase of the pandemic, early emerging trends include:

- Market confidence (fundamental economic fear)
- Expectations of impaired property/operating performance
- Re-pricing risk (debt and equity)
- Liquidity duration
- Impaired market and pricing activity

All or some of the above may be shorter-term issues, but others may linger and have a lasting impact on valuations in the commercial real estate (CRE) sector along a continuum of time.

As of April 1, 2020, market confidence was moderate (for the moment) but uncertain in its moderate conviction. Many governments have enacted stimulus packages to support their national economies.

There remains hope the onset of summer will slow the virus transmission. A psychologically important factor affecting market confidence is the rate of supply disruption at all levels, particularly in medical supplies and protective equipment; all the more alarming to a U.S. population accustomed to everything on demand.

Based on discussions and interviews with a wide range of market participants, a variety of factors and concerns are prevalent in the market that will likely have an impact on commercial real estate (CRE) values, depending on property type and region. Essential Service Providers will be less impacted (distribution facilities, medical facilities, grocery service) as the performance of these sectors is expected to continue.

However, the broader market will experience myriad issues based on survey respondents including:

Uncertainty

- Restricted access to capital
- Unemployment concerns (increasing to 15% in Q2)
- Duration of crisis

Lender Concerns

- Debt Service Coverage Ratios (DSCR) are impacted based on changes in rental revenue and collections.
- Loan covenants could trigger due to changes in near-term value.
- Borrowers are concerned about their tenants' ability to pay rent.
- Borrowers are concerned about their ability to keep their loans current.
- Lenders are also concerned about the need for loan modifications or work outs.

Publicly Traded Securities

- Stock indexes are extremely volatile, down as much as 25% to 30% to a return to pre-Covid levels in the last two months
- REIT pricing down approximately 25%
- Crude oil down approximately 40%

Return Requirements

- Interest rates for commercial properties may stay in the 4%- 4.5% range, despite the Federal Reserve's reduction efforts. Banks have to tightly manage their capital reserves and ratios and therefore are requiring higher spreads for current risk profile.
- Durability of Cash Flow forces (new) equity investors to reprice risk. Standby (available, uncommitted) equity now has to be patient until a clearer "path forward" emerges.

Few economists at this point are willing to state a threshold duration at which point everything will return to normal quickly, versus a duration of limited economic activity. At the moment, the prevailing hope throughout the world is that medical science manufactures a cure (or effective treatment for Covid-19).

Integra Current Valuation Framework (April 1 – present)

The preceding property market analysis focuses on recent historic trends before the physical and social impacts of the COVID-19 pandemic were revealed in the U.S. in early March 2020. Many current market participants believe the CRE markets will return to trend – the lingering question, "How long will it take?" remains uncertain.

What we do know with reasonable certainty:

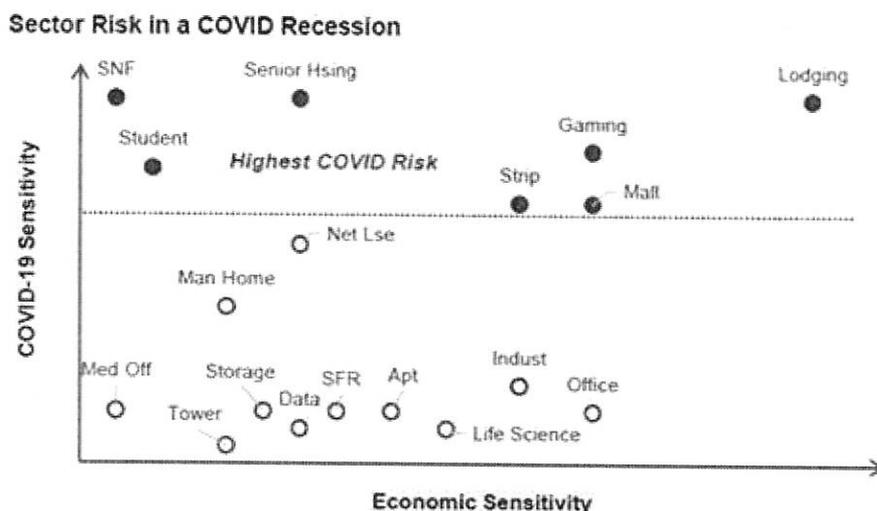
- At a minimum, Q2 economic performance will be weak in comparison to 2020 data.
- The Federal Reserve's attempt to lower nominal rates was thwarted by lenders setting floors on spreads. Congress subsequently approved the \$2 trillion stimulus package on March 27, 2020.

Everything forward beyond these known factors remains subject to risk/uncertainty.

Impact by Property Type, Class & Location

Below is a graph prepared by Greenstreet Advisors plotting the sensitivity (and risk) associated with various property types with the negative impact on value being greater for those assets with greater sensitivity. Those assets relating to essential business operations (grocery, medical, distribution) are less affected than for example lodging and malls where social distancing is more difficult.

The industrial sector has shown a much lower sensitivity to the changing economy, and accordingly, any appreciation that may have occurred over the last two years is likely to have corrected to values last seen in 2018/2019.



General Public Market Sentiment

General public market sentiment is changing with each passing day. Right now, sentiment is cautious.

Conclusion

This heightened uncertainty forms the basis of defined risk. Considering the subject’s relative low sensitivity to the COVID-19 risks, as of the effective date of the valuation, the relative risks of the subject property are as follows:

Risk Analysis	
Property Type Sensitivity to Risk	Low
Property Location Sensitivity to Risk	Low
Cost of Capital Impact/Risk	Medium
Property Operations Risk	Low

For this appraisal, this asset type and its relative lack of significant sensitivity to the COVID-19 pandemic, the valuation considers issues impacting value in the following manner based on the preceding risk analysis.

Property Analysis

Land Description and Analysis

Land Description	
Land Area (Gross)	3.00 acres; 130,680 SF
Source of Land Area	Public Records
Primary Street Frontage	Lutak Rd.
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	Seawall is unstable
Flood Area Panel Number	020008
Date	September 1, 2009
Zone	A
Description	Within 100-year floodplain
Insurance Required?	Yes
Zoning; Other Regulations	
Zoning Jurisdiction	Haines Borough
Zoning Designation	WI
Description	Waterfront Industrial
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	WI zoning provides for and protects productive, marine-related heavy industries, including wharfage, natural resource export, milling, major seafood processing and barge facilities.

We are not experts in the interpretation of zoning ordinances or flood maps. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required. It is recommended that verification of flood zone requirements be researched with FEMA and the jurisdiction.

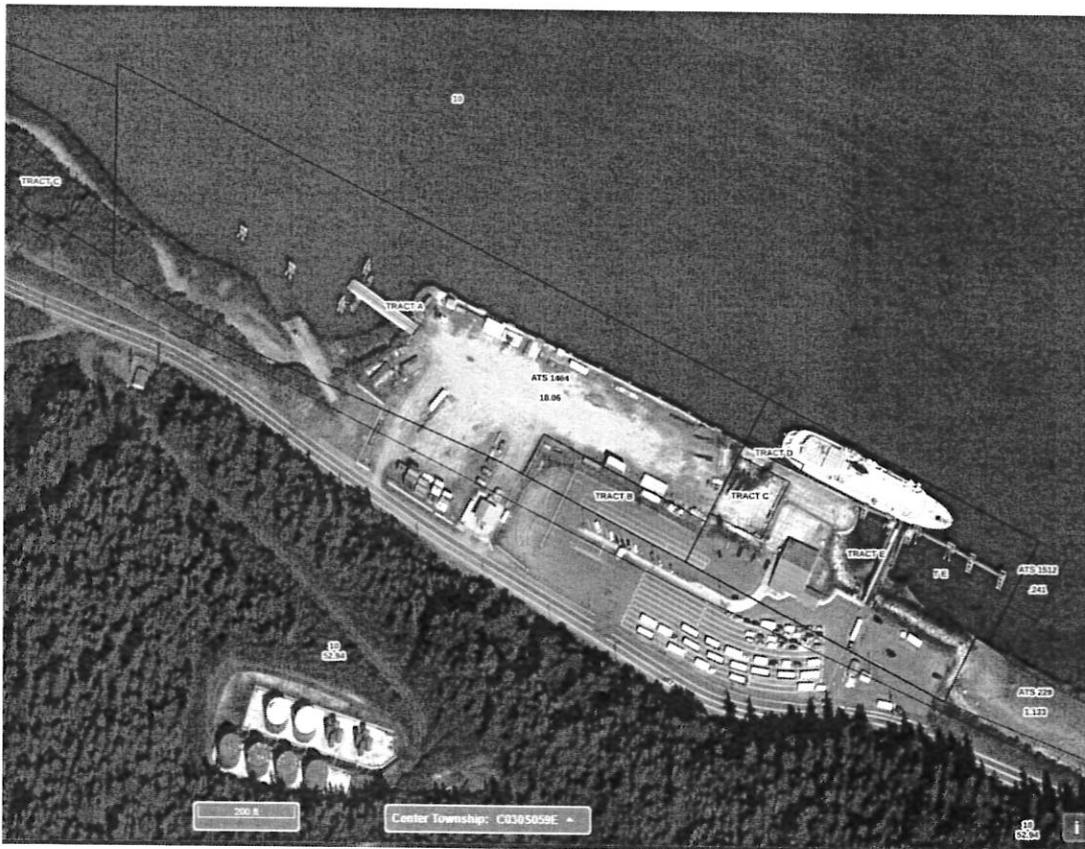
Easements, Encroachments and Restrictions

We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has or will have clear and marketable title.

Conclusion of Land Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

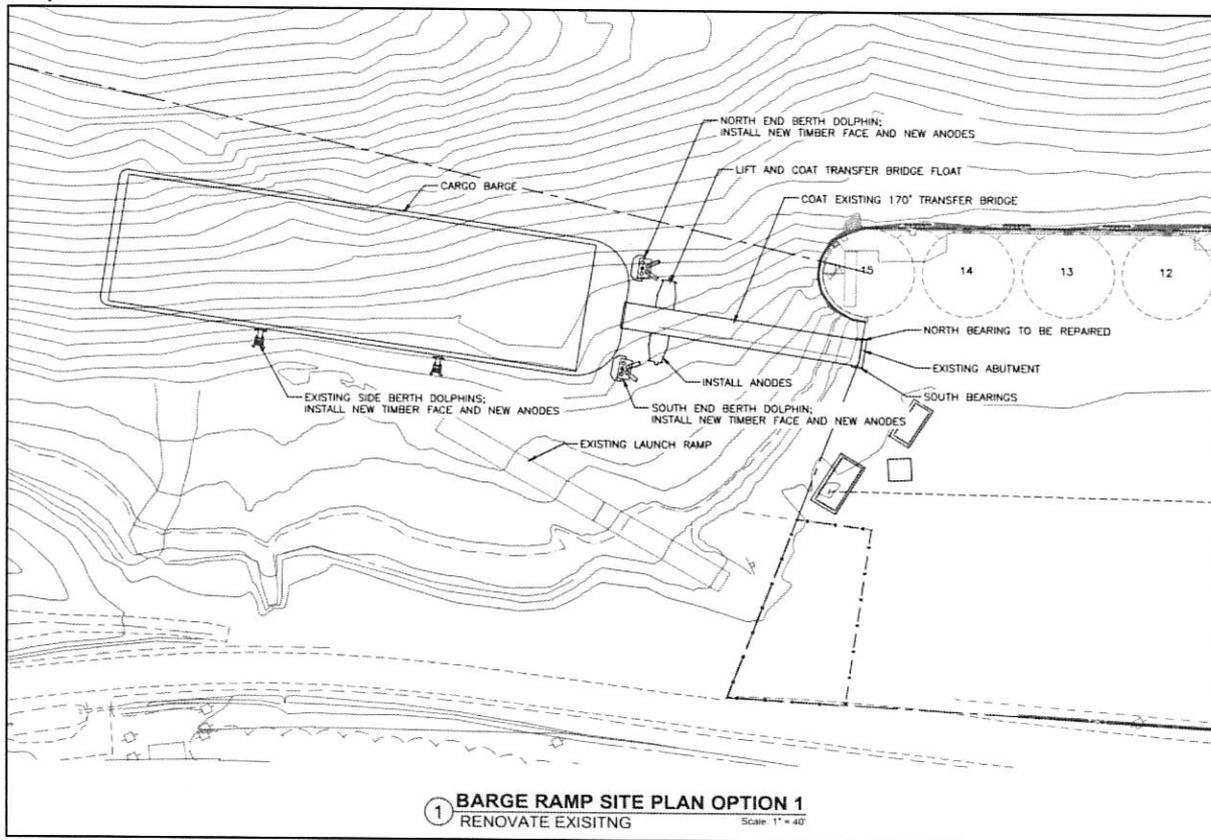
Site Plan



ATS 1464 Lutak Road



Proposed Lutak Dock Ro-Ro



ATS 1464 Lutak Road



Improvements Analysis

Planned Capital Expenditures

According to the Haines Lutak Dock Ro-Ro Ramp Condition Assessment Report (dated January 2018), “the Lutak Dock is in need of repair or replacement as it is nearing the end of its useful life.” The Borough’s dock face is about 550 feet long and is currently used by Alaska Marine Lines (AML) and Delta Western for freight and fuel loading/unloading operations.

Alaska Marine Lines (AML) is proposing to construct a ro-ro facility along the south boundary of the existing dock site, west of the existing public boat launch ramp (illustration for discussion purposes on preceding page).

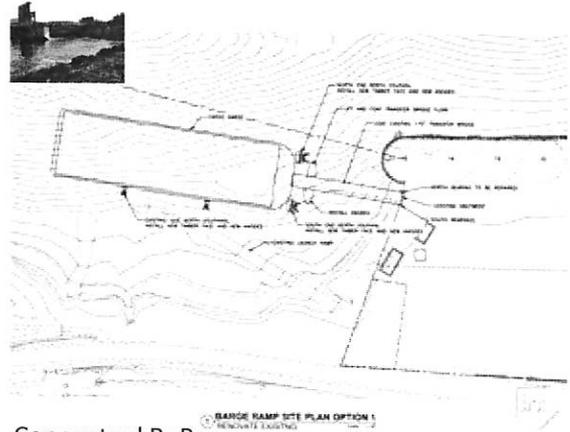
Expenditures creating the ±1.0-acre upland and ramp and barge berth have been estimated by AML at \$2.6 million. It is our understanding that AML would be responsible for all costs to construct and maintain the ro-ro.

Hazardous Substances

An environmental assessment report was not provided for review and environmental issues are beyond our scope of expertise. No hazardous substances were observed during our inspection of the improvements; however, we are not qualified to detect such substances. Unless otherwise stated, we assume no hazardous conditions exist on or near the subject.



Subject Photo from Shoreline



Conceptual RoRo



Extension of shoreline from proposed RoRo



Road entry to subject uplands from Lutak Rd.



View North along Lutak Rd



View South along Lutak Rd

ATS 1464 Lutak Road



Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible;
- Legally permissible under the zoning regulations and other restrictions that apply to the site;
- Financially feasible;
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

Physically Possible

The physical characteristics of the existing seawall impose restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses. The current condition of the existing seawall limits the re-use and refurbishment of the former barge facilities, necessitating new construction off the southern edge of the uplands.

Legally Permissible

The site is zoned WI, Waterfront Industrial. WI zoning provides for and protects productive, marine-related heavy industries, including wharfage, natural resource export, milling, major seafood processing and barge facilities. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property.

Financially Feasible

Based on our understanding of market demand, there is currently adequate demand for a ro-ro in the subject's area. It appears that a newly developed ro-ro would have a value commensurate with its cost. Therefore, the proposed ro-ro is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than a proposed ro-ro. Accordingly, it is our opinion that the ro-ro, as proposed by AML, is the maximally productive use of the property.

Conclusion

Development of the site for proposed ro-ro is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as vacant.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach. However, as we are analyzing the fee simple land value for purposes of establishing a basis for a ground lease, only the sales comparison approach is relevant.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

The property is divided for valuation purposes into two categories:

1. Uplands Sales/Leases purchased or leased for Comparison to the ±1.00-acre upland.
2. Submerged Tidelands for Comparison to the ±2.00-acre tidelands.

Land Parcels		
Name	SF	Acres
Uplands	43,560	1.00
Tidelands	87,120	2.00
Total	130,680	3.00

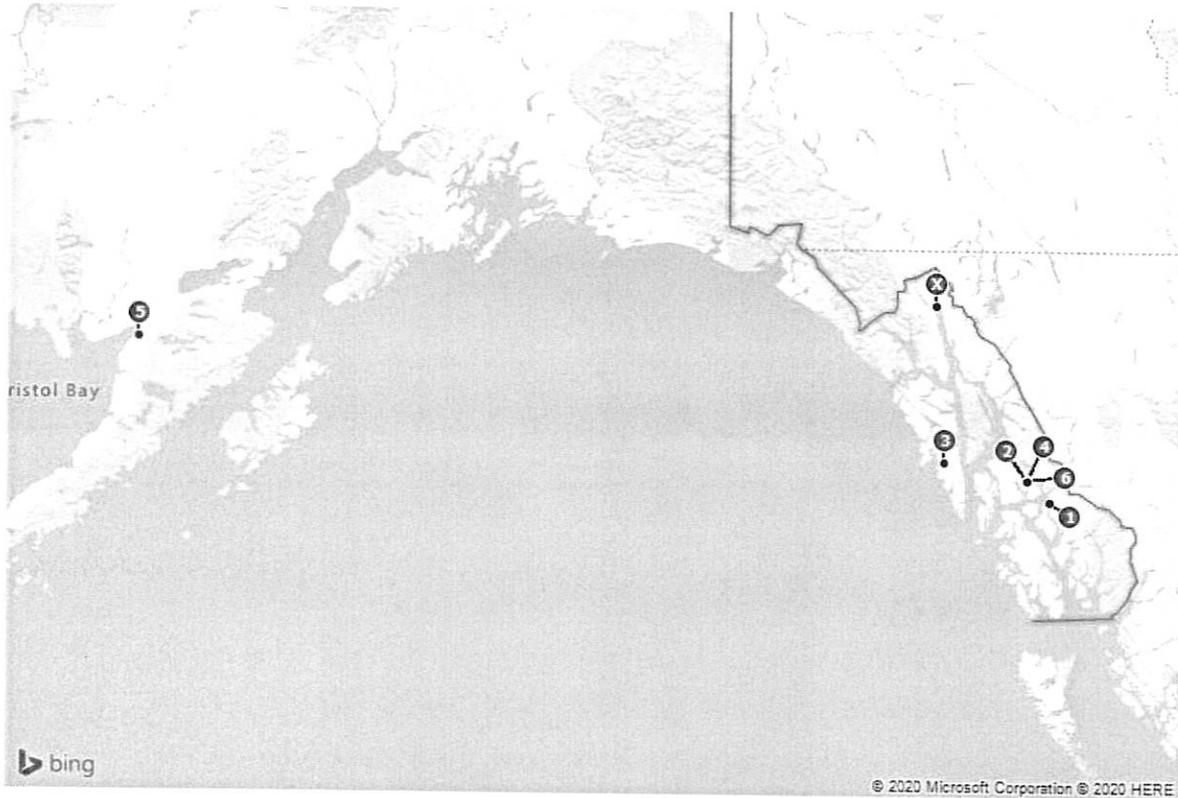
Uplands (1.00 Acres; 43,560 SF)

To apply the sales comparison approach to the Uplands, we searched for sale transactions most relevant to the subject in terms of location, size, highest and best use, and transaction date. We use price per usable square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales - Uplands

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	\$/SF Land	\$/Acre
1	Belt Freezer Land 641 Shakes St. Wrangell	Jun-17 Closed	\$138,000	17,258 0.40	Industrial	\$8.00	\$348,309
	<i>Comments: This was a property purchased by the lessee. The property is improved with a belt freezer plant and the gross sales price was \$950,000. The allocation of the purchase price to the land was \$138,000.</i>						
2	Scow Bay Waterfront Site Mile 3 Mitkof Hwy. Petersburg	Jun-15 Closed	\$1,050,000	265,054 6.08	Industrial	\$3.96	\$172,561
	<i>Comments: The site was improved with a barge landing and ramp that was allocated a value of \$200,000. The upland price allocation was \$4.65 per square foot. The tidelands were allocated a value of \$1.25 per square foot.</i>						
3	Sawmill Cove Industrial Site 4600 Sawmill Creek Rd. Sitka	Jan-15 Closed	\$2,245,060	321,494 7.38	Industrial	\$6.98	\$304,188
	<i>Comments: The intended use by the buyer was for development of a fish oil extraction plant, cannery, marine/fishing service facility, and employee bunkhouse. There were two industrial warehouses included in the sale that were essentially shells. These improvements were allocated a value of \$469,000. The purchase price was based on the appraised value as of November 2014. Minutes from the 1/27/2015 of the City and Borough of Sitka Assembly recorded the vote to approve the sale of the property.</i>						
4	Petersburg Processing Plant 1200 S. Nordic Dr. Petersburg	Mar-13 Closed	\$385,791	90,735 2.08	Industrial	\$4.25	\$185,209
	<i>Comments: The improvements were allocated a value of \$9.47 per square foot of building area or \$264,209. The equipment was allocated a value of \$30,000. The seller retained first right of refusal to repurchase the property and the sale contains a covenant that limits the volume of seafood processes to 2,000,000 pounds of salmon. The land price allocation was \$15.00 per square foot for the uplands and \$2.85 per square foot for the tidelands.</i>						
5	Silver Bay Seafoods Naknek Land 241 Frontier St. Naknek	Oct-12 Closed	\$1,625,000	298,060 6.84	Industrial	\$5.45	\$237,486
	<i>Comments: The improvements consist of a duplex and a warehouse/shop that were estimated to contribute \$400,000 to the sale price. The purchaser intends to construct a seafood processing plant.</i>						
6	Petersburg Shipyard 1000 S. Nordic Dr. Petersburg	Jun-11 Closed	\$268,000	56,356 1.29	Waterfront Industrial	\$4.76	\$207,142
	<i>Comments: This is a sale of marine industrial property in Petersburg that houses a shipyard. The sale included improvements, personal property, and goodwill. The purchaser indicated that the improvements are valued at \$545,000, the personal property, including inventory, is valued at \$402,000, and the goodwill is valued at \$135,000. There is also an Army Corps of Engineers permit that went along with the sale. This was an arm's-length transaction. The upland price allocation is \$12.00 per square foot. The tideland price allocation is \$2.87 per square foot.</i>						
	Subject ATS 1464 Lutak Road Haines, AK			43,560 1.00	Waterfront Industrial		

Comparable Land Sales Map – Uplands



ATS 1464 Lutak Road

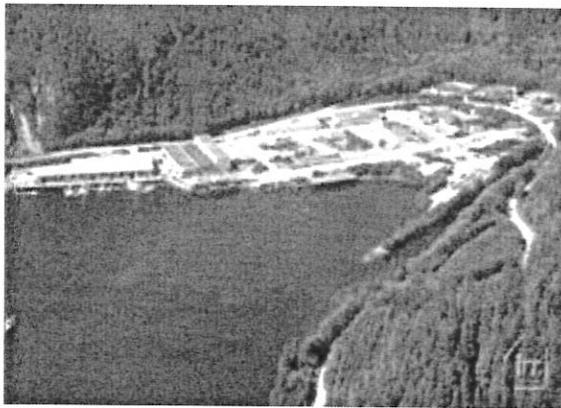




Sale 1
Belt Freezer Land



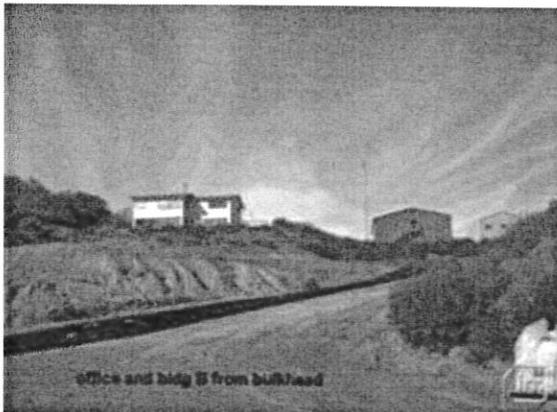
Sale 2
Scow Bay Waterfront Site



Sale 3
Sawmill Cove Industrial Site



Sale 4
Petersburg Processing Plant



Sale 5
Silver Bay Seafoods Naknek Land



Sale 6
Petersburg Shipyard

ATS 1464 Lutak Road



Land Sale 1 is a 0.40-acre, or 17,258-square-foot parcel located at 641 Shakes Street, Wrangell, AK. The property sold in June 2017 for \$950,000. This was a property purchased by the lessee and the property was improved with a belt freezer plant. The allocation of the purchase price to the land was \$138,000. This property is located 1/2 block off of Shakes Street and is accessed via an easement right of way. The site has some frontage on the Wrangell Harbor. The effective sale price of the underlying site was \$8.00 per square foot of uplands area.

Land Sale 2 was a June 2015 transaction located at Mile 3 on the west side of the Mitkof Highway in Petersburg, AK. The property was purchased by Silverbay Seafoods for \$1,250,000, or \$3.86 per square foot of overall site area. The underlying site was 6.08 acres gross and includes uplands and filled tidelands (4.85 acres usable and 1.23 acres submerged tidelands). The site was improved with a barge landing and ramp that was allocated a value of \$200,000 which, when deducted from the sale price, reflects an effective land value of \$1,050,000. The upland land area was allocated \$4.65 per square foot, and the tidelands reflected a value of \$1.25 per square foot.

Land Sale 3 is a 7.38-acre, or 321,494-square-foot parcel located at 4600 Sawmill Creek Rd, Sitka, AK. This is an industrial subdivision consisting of seven lots that were purchased as an assemblage. The parcels are part of the Sawmill Cove industrial complex that was originally the Alaska Pulp Company site, southeast of Sitka. There are paved roads and utility services to the property's edge. There is water access to the property. The intended use by the buyer was for development of a fish oil extraction plant, cannery, marine/fishing service facility, and employee bunkhouse. There were two industrial warehouses included in the sale that were essentially shells. These improvements were allocated a value of \$469,000. The purchase price was based on the appraised value as of November 2014. The property sale was recorded in January 2015 for \$2,714,060 overall, with \$469,000 allocated to the building and \$2,245,060 allocated to the uplands, or \$6.98 per square foot.

Land Sale 4 is a 2.08-acre, or 90,735-square-foot parcel located at 1200 S. Nordic Dr, Petersburg, AK. This is a highly irregular shaped parcel containing 10,500 square feet of uplands situated between South Nordic Drive and Wrangell Narrows. The remaining 80,235 square feet are tidal and submerged lands. This is a former processing plant and the tidelands were improved with a large dock (28,371 SF) and former cannery building (27,913 SF). The property was purchased by Tonka Seafoods for \$680,000 in March 2013. The improvements were allocated a value of \$9.47 per square foot of building area or \$264,209. The equipment was allocated a value of \$30,000. The seller retained first right of refusal to repurchase the property and the sale contains a covenant that limits the volume of seafood processes to 2,000,000 pounds of salmon. The land price allocation was \$385,791, further allocated as \$14.96 per square foot for the uplands and \$2.85 per square foot for the tidelands.

Land Sale 5 is a 6.84-acre, or 298,060-square-foot site fronting the Naknek River with 227 feet of frontage. The sale closed in October 2012 and at the time of sale, there were improvements that consisted of a duplex and a warehouse/shop that were estimated to contribute \$400,000 to the sale price. The purchaser intended to construct a seafood processing plant. The allocated value to the underlying land was \$1,625,000, or \$5.45 per square foot of site area.

Land Sale 6 is a 1.29-acre, or 56,356-square-foot marine industrial property in Petersburg, Alaska that is improved with a shipyard operation. This sale occurred in June 2011 for \$1,350,000. The sale included improvements, personal property, and goodwill. There was also an Army Corps of Engineers permit that went along with the sale. The purchaser indicated that the improvements were valued at \$545,000, the

personal property, including inventory, was valued at \$402,000, and the goodwill was valued at \$135,000. This was an arm's-length transaction, and the upland price allocation was \$12.00 per square foot and the tideland price allocation was \$2.87 per square foot

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales analysis.

While we present percentage adjustments in the Improved Sales Adjustment Grid that follows, they are based on qualitative judgment rather than empirical research as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate the appraisers' thought processes. With the exception of market conditions, our qualitative adjustments are based on a scale calibrated in 5% increments, with a minor adjustment considered to be 5% and a substantial adjustment considered to be 25%.

Our rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	2, 4 and 5 were adjusted to reflect the allocation to the upland land, net of improvements.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	All of the sales occurred between June 2011 and January 2019 and did not require adjustments for time.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sales 4, 5 and 6 were superior locations requiring downward adjustments.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	Sales 2 & 3 had inferior access and required upward adjustments.
Size	Inverse relationship that often exists between parcel size and unit value.	Sale 3 was significantly larger requiring an upward adjustments.

Adjustment Factor	Accounts For	Comments
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	No adjustments required.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.	Sale 6 included a Corps of Army Engineers permit requiring a downward adjustment.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Uplands							
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	ATS 1464 Lutak Road	Belt Freezer Land	Scow Bay Waterfront Site	Sawmill Cove Industrial Site	Petersburg Processing Plant	Silver Bay Seafoods Naknek Land	Petersburg Shipyard
Address	2112 Lutak Rd.	641 Shakes St.	Mile 3 Mitkof Hwy.	4600 Sawmill Creek Rd.	1200 S. Nordic Dr.	241 Frontier St.	1000 S. Nordic Dr.
City	Haines	Wrangell	Petersburg	Sitka	Petersburg	Naknek	Petersburg
County	Haines	Wrangell	Petersburg	Sitka	Petersburg	Bristol Bay	Petersburg
State	Alaska	AK	AK	AK	AK	AK	AK
Sale Date		Jun-17	Jun-15	Jan-15	Mar-13	Oct-12	Jun-11
Sale Status		Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		\$138,000	\$1,250,000	\$2,714,060	\$680,000	\$2,025,000	\$1,350,000
Other Adjustment		\$0	-\$267,246	\$469,000	-\$522,121	-\$400,000	-\$1,290,000
Price Adjustment		-	-	-	-	-	-
Description of Adjustment		-	Downward Adjustments: \$200,000 Barge Landing; \$67,246 for tidelands	Downward Adjustment: \$469,000 for buildings	Downward adjustment: \$294,209, Less Imps & Equipment	Downward Adjustment: \$400,000 Improvements	Downward adjustments made of \$545,000 for improvements, \$402,000 for personal property, including inventory, and \$135,000 for goodwill value.
Effective Sale Price		\$138,000	\$982,754	\$2,245,060	\$157,879	\$1,625,000	\$60,000
Square Feet	43,560	17,258	265,054	321,494	90,735	298,060	56,356
Acres	1.00	0.40	6.08	7.38	2.08	6.84	1.29
Usable Square Feet	43,560	17,258	211,257	321,494	10,500	298,060	5,000
Price per Usable Square Foot		\$8.00	\$4.65	\$6.98	\$15.04	\$5.45	\$12.00
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Market Conditions	6/8/2020	Jun-17	Jun-15	Jan-15	Mar-13	Oct-12	Jun-11
Cumulative Adjusted Price		\$8.00	\$4.65	\$6.98	\$15.04	\$5.45	\$12.00
Location		5%	-	-	-10%	10%	-10%
Access/Exposure		5%	-	-	-	10%	-
Size		-10%	10%	10%	-10%	10%	-15%
Entitlements		-	-	-	-	-	-
Net \$ Adjustment		\$0.00	\$0.47	\$0.70	-\$3.01	\$1.64	-\$3.00
Net % Adjustment		0%	10%	10%	-20%	30%	-25%
Final Adjusted Price		\$8.00	\$5.12	\$7.68	\$12.03	\$7.09	\$9.00
Overall Adjustment		0%	10%	10%	-20%	30%	-25%
Range of Adjusted Prices		\$5.12 - \$12.03					
Average		\$8.15					
Indicated Value		\$8.00					

ATS 1464 Lutak Road



Land Value Conclusion – Uplands

We give greatest weight to sales 1, 3 and 6, and arrive at a value conclusion as follows:

Land Value Conclusion

Indicated Value per Usable Square Foot	\$8.00
Subject Usable Square Feet	43,560
Indicated Value	\$348,480
Rounded	\$350,000

Tidelands (2.00 Acres; 87,120 SF)

To apply the sales comparison approach to the Tidelands, we searched for sale transactions most relevant to the subject in terms of location, size, and highest and best use, and transaction date. Using price per square foot as the appropriate unit of comparison, we summarize the most relevant sales in the following table.

Tidelands Sale 1 was the December 2017 transaction at 13391 Glacier Highway at Auke Bay in Juneau. This waterfront parcel is subject to a land lease from the City and Borough of Juneau and is developed with a commercial dock as an independent docking facility for passenger transfers for tours or ferry service, located just west of the Alaska Ferry dock. The site is mostly submerged land dropping off steeply from the shoreline. This sale price was calculated based on the capitalization of a December 2017 non-competitive lease (based on an appraisal). The original tidelands lease was established in December 1997 with an annual rent of \$21,075. It was adjusted in 2004 to \$28,100. With a reappraisal anniversary date on July 1, 2017, the annual rent as of 12/1/2017 was \$29,976. Based on an 8% capitalization rate, the tidelands reflected a value of \$2.00 per square foot.

Tidelands Sale 2 was the June 2015 transaction at Mile 3 on the Mitkof Highway in Petersburg. As stated earlier, the property was purchased for \$1,250,000 for 6.08 acres, including 4.85 acres of uplands and filled tidelands and 1.23 acres submerged tidelands. The site was improved with a barge landing and ramp that was allocated a value of \$200,000, and the upland land area was allocated \$4.65 per square foot; therefore, the tidelands reflected a value of \$67,655 or \$1.26 per square foot.

Tidelands Transaction No. 3 was an October 2014 transaction of 274,236 square feet of tidelands located at 2697 Channel Drive, Juneau, AK. This parcel is located between Salmon Creek and downtown Juneau, with frontage on Gastineau Channel. The access road is through privately held lands owned by the lessee. This is a capitalized lease based on an appraisal of the property. The original lease was for a term of 45 years commencing in 1993. The contract rent of \$41,135 as of October 2014 was capitalized at an 8 percent rate of return reflecting a fee simple value of \$514,193, or \$1.88 per square foot.

Tidelands Sale 4 was a March 2013 transaction located at 1200 South Nordic Drive in Petersburg, AK. The property was purchased by Tonka Seafoods for \$680,000, or \$4.25 per square foot of overall site area. The underlying site was 2.08 acres gross and includes 10,500 square feet of uplands, situated between South Nordic Drive and Wrangell Narrows. The remaining 80,235 square feet are tidal and submerged lands. The tidelands were improved with a large dock (28,371 SF) and former cannery building (27,913 SF). The improvements were allocated a value of \$9.47 per square foot of building area or \$264,209, and the equipment was allocated \$30,000. Deducting those amounts from the purchase price results in an effective land value of \$385,791. The upland land area was allocated \$15.00 per square foot, and the tidelands reflected a value of \$2.85 per square foot.

Tidelands Sale 5 was a June 2011 transaction located at 1000 South Nordic Drive, Petersburg, AK. The property was purchased by Piston & Rudder Service for \$1,350,000, or \$4.76 per square foot of overall site area. The underlying site was 1.29 acres gross and includes 5,000 square feet of uplands and 51,356 square feet of tidelands. This is a sale of marine industrial property in Petersburg that houses a shipyard. The sale included improvements, personal property, and goodwill. The purchaser indicated that the improvements are valued at \$545,000, the personal property, including inventory, is valued at \$402,000, and the goodwill is valued at \$135,000. This was an arm's-length transaction and there was

also an Army Corps of Engineers permit that went along with the sale valued at \$60,608. Deducting the amounts above from the purchase price results in an effective land value of \$268,000. The upland land area was allocated \$12.00 per square foot, and the tidelands reflected a value of \$2.86 per square foot.

Tidelands Transaction No. 6 is a January 2019 lease of 1.16 acres of tidelands located at 4513 Halibut Point Road, just south of the Alaska Ferry dock in Sitka. This lease transaction was negotiated as a November 2018 amendment to the DNR Lease Agreement ADL 107980 with original date of January 3, 2012 for the purpose of expanding an existing cruise ship berth to accommodate the new Panamax class of Cruise Ships. The executed lease agreement is \$23,500 per year. Capitalized at 8.0%, the indicated value of the fee simple interest would be \$293,750, or \$5.81 per square foot of tidelands.

Ward Cove Delta Marine Barge Landing. There is one other site in southeast Alaska that is actively under discussion at Ward Cove outside of Ketchikan. The owners are master leasing 207 acres of which 72 acres are uplands and 135 acres are tidelands and will eventually include a ground lease to develop the two cruise ship berths for Norwegian Cruise Lines (NCL). A portion of the site will be eased to delta Western Fuels to operate a tank farm on approximately 60,000 square feet of upland, in addition to improving the site for a barge landing. Plans have been delayed and we have confirmed with the underlying owner that ground lease discussions are still underway and therefore this comparable is not available for comparison to the subject at this time.

For this analysis, we use price per square foot as the appropriate unit of comparison. The most relevant sales are summarized in the following table.

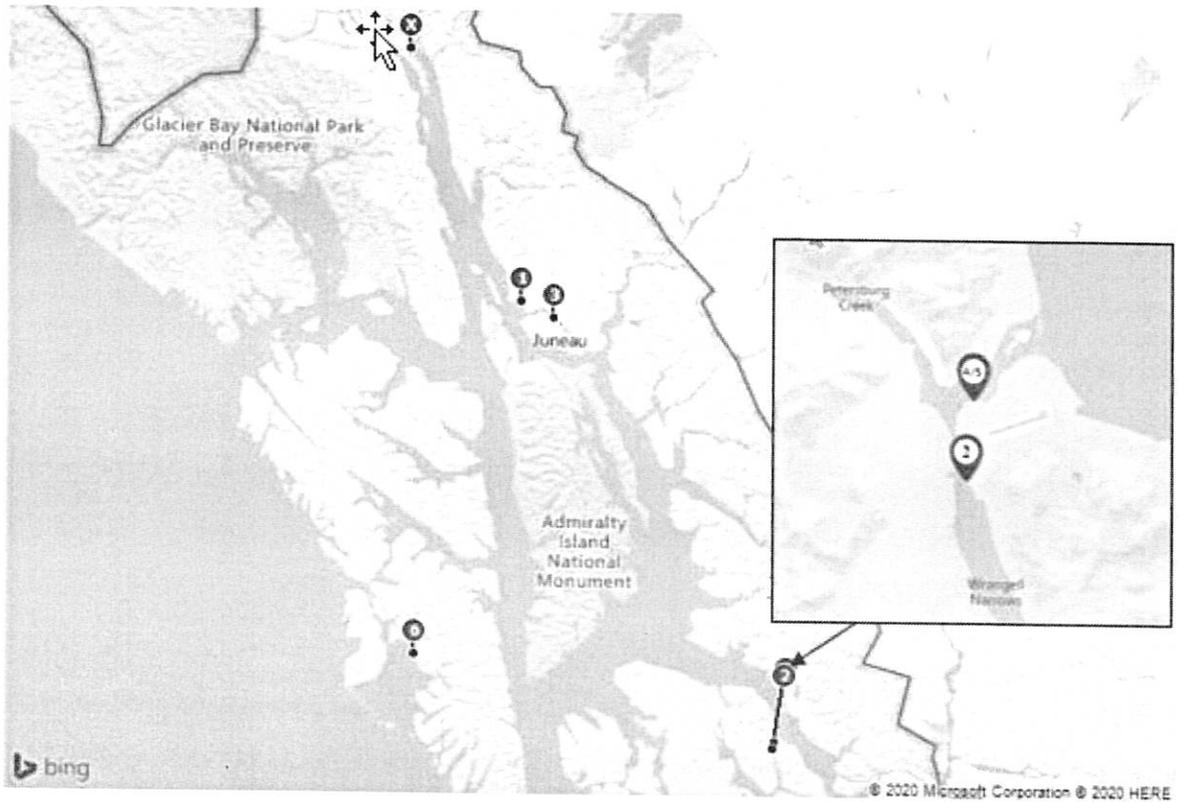
Summary of Comparable Land Sales - Tidelands

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	\$/SF Land
1	Auke Bay Docking Facility 13391 Glacier Hwy. Juneau Juneau County AK	Dec-17 Closed	\$374,700	187,352 4.30	Waterfront Industrial	\$2.00
<p><i>Comments: This sale value was based on the capitalization of a December 2017 lease, a non-competitive lease based on an appraisal. The original tidelands lease was established 12/1/1997 with an annual rent of \$21,075. It was adjusted 8/26/2004 to \$28,100. With a reappraisal anniversary date on 7/1/2017, the annual rent as of 12/1/2017 is \$29,976. Based on an 8% capitalization rate, the tidelands were valued at \$374,700, or \$2.00/SF.</i></p>						
2	Scow Bay Waterfront Site Mile 3 Mitkof Hwy. Petersburg Petersburg County AK	Jun-15 Closed	\$67,655	265,054 6.08	Industrial	\$0.26
<p><i>Comments: The site was improved with a barge landing and ramp that was allocated a value of \$200,000. The upland price allocation was \$4.65 per square foot. The tidelands were allocated a value of \$1.25 per square foot.</i></p>						
3	Industrial Tideland - 2697 Channel Dr. Juneau Juneau County AK	Oct-14 Recorded	\$514,193	274,236 6.30		\$1.88
<p><i>Comments: This is a capitalized lease based on an appraisal of the property by Charles Horan, MAI. The contract rent of \$41,135.40 was capitalized at an 8 percent rate of return to yield the fee simple value. The capitalization rate is typical of the marketplace. The original lease was for a term of 45 years. The property was leased as undeveloped land.</i></p>						

Summary of Comparable Land Sales

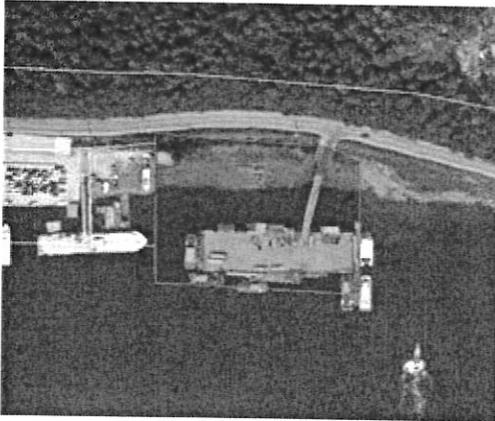
No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	\$/SF Land
4	Petersburg Processing 1200 S. Nordic Dr. Petersburg Petersburg County AK	Mar-13 Closed	\$228,711	90,735 2.08	Industrial	\$2.52
<p><i>Comments: The improvements were allocated a value of \$9.47 per square foot of building area or \$264,209. The equipment was allocated a value of \$30,000. The seller retained first right of refusal to repurchase the property and the sale contains a covenant that limits the volume of seafood processes to 2,000,000 pounds of salmon. The land price allocation was \$15.00 per square foot for the uplands and \$2.85 per square foot for the tidelands.</i></p>						
5	Petersburg Shipyard 1000 S. Nordic Dr. Petersburg Petersburg County AK	Jun-11 Closed	\$147,392	56,356 1.29	Waterfront Industrial	\$2.62
<p><i>Comments: This is a sale of marine industrial property in Petersburg that houses a shipyard. The sale included improvements, personal property, and goodwill. The purchaser indicated that the improvements are valued at \$545,000, the personal property, including inventory, is valued at \$402,000, and the goodwill is valued at \$135,000. There is also an Army Corps of Engineers permit that went along with the sale. This was an arm's-length transaction. The upland price allocation is \$12.00 per square foot. The tideland price allocation is \$2.87 per square foot.</i></p>						
6	Halibut Point Tidelands 4513 Halibut Point Rd. Sitka Sitka County AK	Jan-19 Offer Pending	\$293,750	50,530 1.16	Industrial	\$5.81
<p>Tax ID: Ptn. ATS 1687, and portion south of ATS 1687, Sitka Recording Distri Grantor: State of Alaska. Dept. of Natural Resources Grantee: Halibut Point Marine Services</p> <p><i>Comments: This tidelands sale is from the capitalization of a lease of 1.16 acres of tidelands which was filed under ADL 108776 (Entry authorization 1/24/2019 effective 1/3/2019 through 2/2/2024 with payment of \$4,407 annually) as a November 2018 amendment to the DNR Lease Agreement ADL 107980 with original date of 1/3/2012 for the purpose of expanding an existing cruise ship berth to accommodate the new Panamax class of Cruise Ships. The original lease agreement was for \$23,500 per year. Capitalized at 8.0%, the indicated value of the fee simple interest was \$293,750, or \$5.81 per square foot of tidelands.</i></p>						
Subject				87,120	Waterfront	
ATS 1464 Lutak Road				2.00	Industrial	
Haines, AK						

Comparable Land Sales Map – Tideldands



ATS 1464 Lutak Road





Sale 1
Auke Bay Docking Facility



Sale 2
Scow Bay Waterfront Site



Sale 3
Industrial Tideland - Juneau



Sale 4
Petersburg Processing Plant



Sale 5
Petersburg Shipyard



Sale 6
Halibut Point Tidelands Expansion

Analysis and Adjustment of Sales

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	Downward adjustments were made to each sale to allocate the price to underlying tidelands.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	No adjustments required.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sales 3 - 5 were superior locations.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	Sales 2 & 3 had inferior access and/or visibility to roadways.
Size	Inverse relationship that often exists between parcel size and unit value.	Sale 3 was a significantly larger site requiring downward adjustment.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	No adjustments required.
Entitlements	The specific level of governmental approvals attained pertaining to development of a site.	Sale 5 had a Corp of Engineers Permit and Sale 6 was acquired for expansion of existing cruise ship berth to accommodate the larger Panamax class of Cruise Ships. Both sales required downward adjustment for entitlements.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid - Tideldands							
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	ATS 1464 Lutak Road	Auke Bay Docking Facility	Scow Bay Waterfront Site	Industrial Tideland - Juneau	Petersburg Processing Plant	Petersburg Shipyard	Halibut Point Tideldands Expansion
Address	2112 Lutak Rd.	13391 Glacier Hwy.	Mile 3 Mitkof Hwy.	2697 Channel Dr.	1200 S. Nordic Dr.	1000 S. Nordic Dr.	4513 Halibut Point Rd.
City	Haines	Juneau	Petersburg	Juneau	Petersburg	Petersburg	Sitka
Sale Date		Dec-17	Jun-15	Oct-14	Mar-13	Jun-11	Jan-19
Sale Status		Closed	Closed	Recorded	Closed	Closed	Closed
Sale Price		\$374,700	\$1,250,000	\$514,193	\$680,000	\$1,350,000	\$293,750
Other Adjustment		\$0	-\$1,182,345	\$0	-\$451,289	\$1,202,608	\$293,750
Description of Adjustment			Downward adjustments; \$200,000 Barge Landing and \$982,345 for uplands		Downward adjustments; \$264,209. less Imps & Equipment of \$30,000 and \$157,080 for uplands (\$15.00/sf).	Downward adjustments; \$545,000 for improvements, \$402,000 for personal property (including inventory), \$135,000 for goodwill value; \$60,608 for ACE permit, and \$60,000 for 5,000 sf uplands.	
Effective Sale Price		\$374,700	\$67,655	\$514,193	\$228,711	\$147,392	\$293,750
Square Feet (Tideldands)	87,120	187,352	53,737	274,236	80,235	51,536	50,530
Price per Square Foot		\$2.00	\$1.26	\$1.88	\$2.85	\$2.86	\$5.81
Property Rights		Leasehold	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Leasehold
Financing Terms				All cash			
Market Conditions	6/8/2020	Dec-17	Jun-15	Oct-14	Mar-13	Jun-11	Jan-19
Cumulative Adjusted Price		\$2.00	\$1.26	\$1.88	\$2.85	\$2.86	\$5.81
Location		-	-	-	-20%	-20%	-20%
Access/Exposure		-	10%	5%	-	-	-
Size		-	-	-5%	-	-	-
Entitlements		-	-	-	-	-	-20%
Net \$ Adjustment		\$0.00	\$0.13	\$0.00	-\$0.57	-\$0.57	-\$2.33
Net % Adjustment		0%	10%	0%	-20%	-20%	-40%
Final Adjusted Price		\$2.00	\$1.38	\$1.88	\$2.28	\$2.29	\$3.49
Overall Adjustment		0%	10%	0%	-20%	-20%	-40%
Range of Adjusted Prices		\$1.38 - \$3.49					
Average		\$2.22					
Indicated Value		\$2.00					

ATS 1464 Lutak Road



Land Value Conclusion – Tidelands

We give equal weight to sales 1 through 5, with least weight given to the leased tidelands in Sale 6 (which was for expansion of an existing cruise ship berth), and arrive at a value conclusion as follows:

Land Value Conclusion	
Indicated Value per Square Foot	\$2.00
Subject Square Feet	<u>87,120</u>
Indicated Value	\$174,240
Rounded	<u>\$175,000</u>

Note: The 2.00 per square foot tidelands value applies to any subject tidelands size between 1.00 acre and 3.0 acres.

Summary of Land Values

Based on this analysis, the individual values are combined into a final value as follows:

Summary of Land Values					
Parcel	Unit of Comparison	Units	Indicated Unit Value	Indicated Value	Rounded
Uplands	Usable SF	43,560	\$8.00	\$348,480	\$350,000
Tidelands	Total SF	87,120	\$2.00	\$174,240	\$175,000
Total				\$522,720	\$525,000

Note: the dollar per square foot uplands and tidelands values apply to the final agreed upon parcel sizes for the development of a new ro-ro by AML.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The subject parcel sizes used in this analysis are only estimates pending final negotiation between the Haines Borough and Alaska Marine Lines (AML). The dollar per square foot uplands value conclusion applies to any subject upland size between 0.50 acre and 2.0 acres and the dollar per square foot tidelands value applies to any tidelands size between 1.0 and 3.0 acres.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Survey of Ground Lease Rates

We've surveyed various Boroughs and State Alaska Agencies regarding rates of return applied to appraised values in establishing lease amounts for ground leases, summarized below.

Jurisdiction	Lease Rate
Juneau	10.00%
Skagway	8.00%
Sitka	4.50%
Ketchikan	2.5% to 10.0%
State of AK	8.00%

Tidelands in Sitka are leased at 4.5% of market value; in Ketchikan, the minimum lease rate has been lowered from 10.0% to 2.5% of market value, and the State of Alaska ground leases are at 8.0%.

Most of the ground leases currently require revaluation every five years, with market value appraisals adjusting rents for the subsequent 5 years. This can create problems in attracting private investment capital. An alternative to readjusting rents every 5 years based on a new appraisal is to require rent increases every 5 years based on long-term trends in the Consumer Price Index (CPI), with the parties typically negotiating in the lease increases of not less than 2.0% per year and not greater than 4.0% (or 10% to 20% increases every 5 years, with rent flat in the interim).

However, a revaluation clause should be incorporated to reset the rents based on a market value appraisal at the mid-way mark of the lease (every 15 years for a 30-year lease).

As of the date of value, the economy (globally, nationally, and locally continues to be impacted by the outbreak of COVID-19 (coronavirus disease), officially declared as a pandemic by the World Health Organization (WHO) on March 11, 2020. The status of economic conditions has subsequently been impacted and is creating uncertainty in the markets. The value expressed herein represents our opinion based on the best available data reflective as of the date of value. However, as the proposed use of the subject site is for construction of a roll on-roll off facility (industrial use), we are of the opinion that the values concluded are no different that the market conditions prevalent in Haines market for a similar use in the later part of 2018.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Based on the concluded market values stated previously, it is our opinion that the probable exposure time is 12 months.

Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have previously appraised the property that is the subject of this report for the current client in 2018. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Allen Safer, MAI, MRICS, made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. I have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Allen Safer, MAI, MRICS, has completed the continuing education program for Designated Members of the Appraisal Institute.



Allen Safer, MAI, MRICS
Certified General Real Estate Appraiser
Alaska Certificate # APRG412

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report, but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Seattle, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. **IRR - Seattle is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Seattle. In addition, it is expressly agreed that in any action**

which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Seattle is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The subject parcel sizes used in this analysis are only estimates pending final negotiation between the Haines Borough and Alaska Marine Lines (AML). The dollar per square foot uplands value conclusion applies to any subject upland size between 0.50 acre and 2.0 acres and the dollar per square foot tidelands value applies to any tidelands size between 1.0 and 3.0 acres.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A
Appraiser Qualifications



Allen Safer, MAI, MRICS

Experience

Executive Director for Integra Realty Resources-Seattle in Washington State. Integra Realty Resources Seattle is part of Integra Realty Resources (IRR), a national valuation and consulting firm with over 50 offices in the U.S. and Caribbean.

Mr. Safer and his firm are experienced in the analysis of various property types including: vacant land, residential plats, master-planned communities, multifamily developments, retail, office, industrial and special purpose properties in Washington State and Alaska. Clients served include various financial concerns, law and public accounting firms, private and public agencies, pension and advisory companies, investment firms, and the general public. Further, utilizing the resources of Integra's nationwide coverage, the firm is actively involved in the completion of large portfolio engagements.

Mr. Safer's background includes 40+ years of counseling and valuation analysis for the general public on commercial and residential properties in Washington and Alaska. Entered the appraisal profession with Coldwell Banker Appraisal Services from 1977 to 1981. Founded Safer & Company in 1982 and transitioned to Property Counselors from 1986 to 2001.

Professional Activities & Affiliations

Member: Appraisal Institute (MAI)

President: Local Chapter of the Appraisal Institute, January 2007 - December 2007

Chairman: AI Seattle Chapter Real Estate Fall Conference, January 2008 - December 2010

Chairman: Appraisal Institute Regional Chairs, January 2000 - December 2000

Chairman: Appraisal Institute Executive Committee, January 2000 - December 2000

Chairman: Pacific NW Region 1 Board of Directors, January 1998 - December 1999

Board of Director: Appraisal Institute, January 1996 - December 2001

Member: Appraisal Institute Finance Committee, January 1996 - December 1997

Board of Director: AI General Appraisal Board, January 1994 - December 1996

Chairman: Appraisal Institute National Comprehensive Exam Subcommittee, January 1990 - December 1992

Member: Appraisal Institute National Comprehensive Exam Subcommittee, January 1983 - December 1992

Member: Government Relations Committee, January 2002 - December 2004

Member: Appraisal Institute National Admissions Comm., January 1990 - December 1993

Board of Director: Appraisal Institute Seattle Chapter, January 1989 - December 1992

Member: Regional Professional Standards Panel of the Appraisal Institute, January 1984

Chairman: Local Chapter Admissions and Programs, January 1986 - December 1991

Licenses

Alaska, Certified General Real Estate Appraiser, APRG412, Expires June 2021

Washington, Certified General Real Estate Appraiser, 1100662, Expires September 2021

Washington, Designated Broker, 3341, Expires December 2021

Education

Bachelor of Science, Real Estate, University of Colorado, Boulder, Colorado

Integra Realty Resources
Seattle (154)

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com

asafer@irr.com - 206.436.1190



Allen Safer, MAI, MRICS

Qualified Before Courts & Administrative Bodies

United States Bankruptcy Court, Seattle Washington
King County Superior Court, Washington
King County Board of Equalization
Pierce County District Court
Washington State Board of Tax Appeals
Various Arbitration & Land Use Hearings

Miscellaneous

Recipient of the Seattle AI Chapter's "Appraiser of the Year" Award for 2001.
Recipient of the Seattle AI Chapter's 2009 "President's Award".
IRR Certified Reviewer

Integra Realty Resources
Seattle (154)

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

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License #: APRG412
Effective: 06/14/2019
Expires: 06/30/2021

STATE OF ALASKA
Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
Board of Certified Real Estate Appraisers

Licensee: **ALLEN N. SAFER**

License Type: **Certified General Real Estate Appraiser**

Status: **Active**

Note: Allen Neal Safer

Commissioner: Julie Anderson

Relationships

RelationType	License #	LicenseType	Owners/Entities	Names/DBA
No relationships found.				

Designations

Type	Group
No designations found.	

ALLEN N. SAFER
600 UNIVERSITY STREET
SUITE 310
SEATTLE, WA 98101

Wallet Card

State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business, and Professional Licensing Board of Certified Real Estate Appraisers ALLEN N. SAFER As Certified General Real Estate Appraiser		
License APRG412	Effective 06/14/2019	Expires 06/30/2021



About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

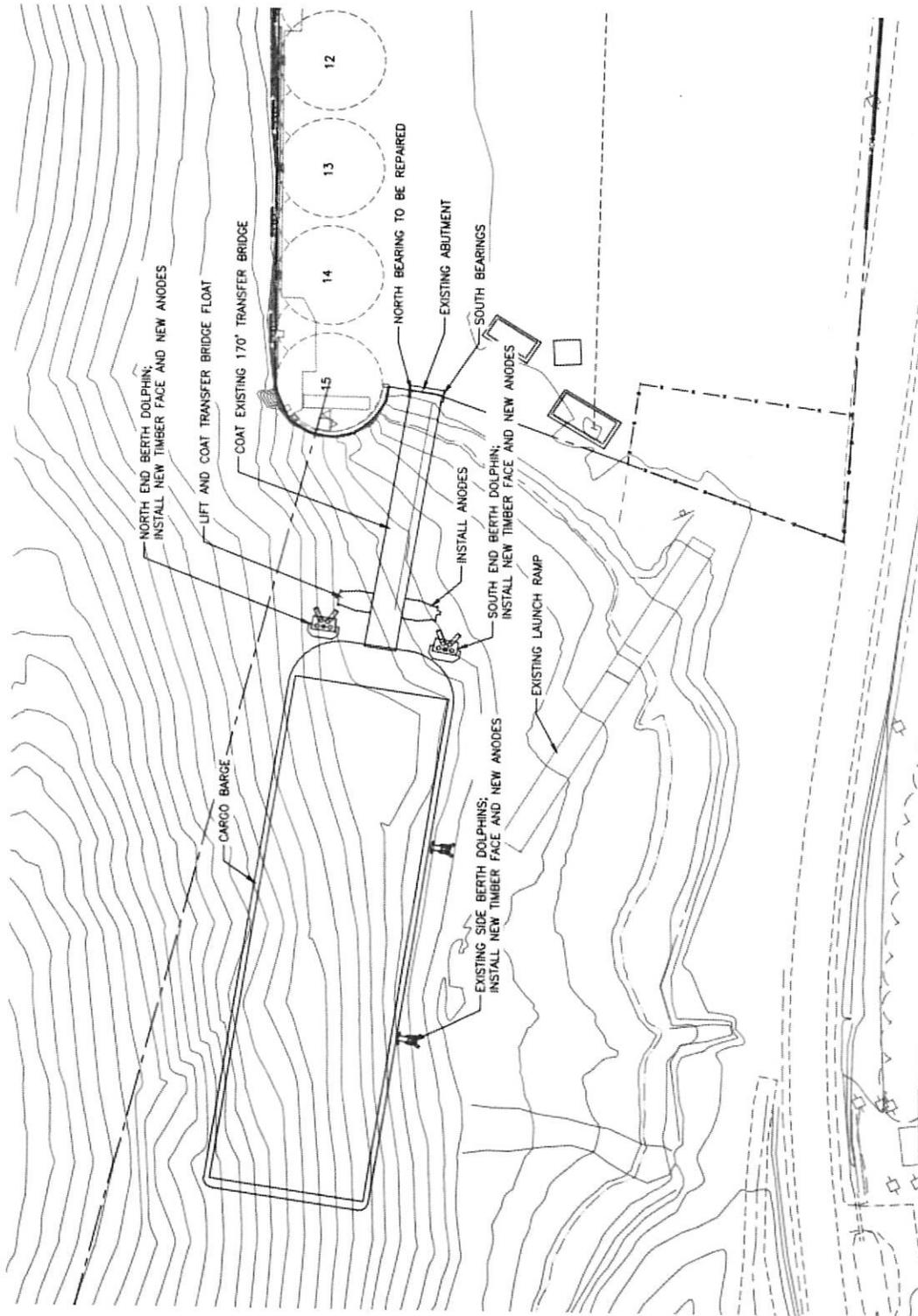


Addenda

Addendum B
Property Information

ATS 1464 Lutak Road





1 BARGE RAMP SITE PLAN OPTION 1
Scale: 1" = 40'
RENOVATE EXISTING

INTERIM MANAGER'S REPORT

DATE: June 18, 2020
 TO: Mayor and Borough Assembly
 FROM: Alekka Fullerton, Interim Borough Manager

Direction to the Manager from May 26, 2020 Meeting:

1. Motion: THOMAS moved to "Direct the Manager to look into removal of the car at 5 mile Haines Highway," and the motion carried unanimously.

Progress: Car was retrieved by the Public Works Dept on May 27.

2. Motion: JOSEPHSON moved to "Direct the Manager to begin looking at a contract to hire a land manager for land sales to assist in Borough land sales," and the motion carried unanimously.

Progress: Key staff have been assembled and the first meeting was held June 18 (after the publication of this packet). Update will be provided at the Assembly meeting.

3. Motion: JOSEPHSON moved to "Direct the Manager to move forward to sell the Human Resource building," and the motion carried unanimously.

No progress yet.

4. Motion: LAPP moved to "Direct the Borough Manager to start negotiating with AIA to obtain clear title to the Chilkat Center," and the motion carried unanimously.

Progress: I have reached out to Lee Heinmiller to both make sure he is who I should be talking to with respect to AIA and to start the conversation.

Administration

- **Planning and Zoning Technician.** Libby Jacobson started Tuesday June 16- welcome to the team Libby!
- **EOC Townhall Meeting.** We added Facebook live as an additional mechanism to reach Haines Borough residents. 16 people watched the feed. We will be adding this for Assembly meetings as well.
- **Census:** Haines Response rate has increased to 27%. It is a personal goal of mine to exceed Juneau's 62.9%. Petersburg was the winner of the weekly "challenge" with a 24% surge last week. Come on Haines!
- **Elections:** I want to remind you that any propositions the Assembly would like to see on the October 6, 2020 ballot need to be introduced as ordinances by July 28.
- **Furlough:** As part of the budgetary process, a one week furlough was included for all regular full-time and part-time employees. The Administration is thankful to all borough employees as well as the Local 71 Union for understanding that we are all in this budget crisis together. The administration expects that many employees will take their furlough week in July so they are eligible for unemployment compensation.

Finance

- **Insurance** – Unfortunately our Insurance premiums have increased by 22% for the next year. We anticipated at 10% increase but did not foresee 22%.

- **New Timekeeping Software.** In an ongoing effort to become more efficient, the Finance Department has rolled out their new timekeeping software to mechanize timesheets and paystubs.

Fire Department

- **Ambulance** - The Fire Department is ordering a new ambulance with CARES Act money as authorized by the Assembly at the last meeting.
- **Emergency Hire** - The Fire Department will be advertising soon for a temporary EMS staff member.
- **Nightly Duty Crews**- Assignment of responders to nightly duty crews has been successful for the department.
- **Wildland Fires**- Fire season is upon us. Even though SE Alaska was exempted from the state-wide burn ban, please be very careful when burning and make sure you have a burn permit in place and follow all of the provisions of that burn permit.
- **Driver Certification Program** – The Department will offer another driver certification program to increase the pool of drivers on department equipment.
- **Monday Training/Meetings** – The Fire Department will resume its Monday training/meetings next week in the ambulance bay (equipment will be moved outside) to accommodate social distancing.

Lands-Assessment-Planning & Zoning

- **Certified Tax Roll:** Our Assessor has completed the certified tax roll- the property tax bills will be sent by July 1, 2020.
- **Borough Land Sales:** Per Assembly request, key team members have started meeting to discuss Borough Land Sales—our first meeting is this week and I will be able to provide an update at the meeting.

Library

- The Library continues to operate with social distancing precautions in place.
- **Online programming** continues to be very popular, and Library programs are being made available on demand.
- The first 100,000 pages have been read in Haines' "Together, Haines Reads A Million!" - congratulations to the winners of the first random drawing, Lizi Wirak and Reina Rowley!

Parks and Recreation

- **Trails** - Haines Huts and Department of Forestry are looking to apply for a \$75,000.00 grant to secure easements for the seven-mile saddle trail (Ripinski). The Trail passes through MHT, UA and BLM land. I have confirmed that the \$3,750 required match is available from previously dedicated CIP funds for this purpose.

Police Department

- The Police Department has been working with ADF&G with respect to the bears in town.
- Thank you! To the Haines Police Department for their part in keeping 43 g. of methamphetamine out of our community!

Ports and Harbors

- **Lutak Dock**
 - **Roro: Updated Appraisal.** The updated appraisal has been received and is in your packet. There was no change to value.
 - **Delta Western Diesel spill at the Tank Farm.** Delta Western experienced a diesel leak in one of their tanks. Cleanup and recovery work is being done under a cleanup plan and third-party work plan approved by the Alaska Department of Environmental Conservation (ADEC). All waste is being managed in accordance with Federal and State regulations and will require ADEC approval. At this point, none of the impacted materials are anticipated to remain in Haines. Shawn Bell, Harbormaster, has inspected the tank farm this week and is satisfied with the level of care and the protective measures put in place. State and federal regulatory agencies appear to have the accident well in hand and Delta Western is doing a good job communicating with the Borough. The tank that failed was due to be inspected in October of this year- the others currently in use have been inspected more recently. All tanks have been accelerated to a shorter inspection period (from 10 years to 5 years). The secondary containment has been re-inspected since the accident and is again approved for use.
- **Sport Ramp Project**
 - Hamilton has been working to minimize the community disruption due to noise, however, their barge must take advantage of high tides to move equipment and materials. The community's patience and understanding with respect to noise is appreciated.

Public Facilities

- **Current projects:**
 - Small Tracts/Mud Bay Road/3rd Avenue AC Pipe Replacement- We will bring a Resolution to award Ad Alt 3 to include 3rd Avenue as soon as we have a loan commitment in place.
 - Harbor Diesel Tanks Replacement – Bid opening will be June 19, 2020.
 - Haines Public Safety Apparatus Bay Door – Bid opening will be June 24, 2020.

Tourism

- **Visitor Center.** Visitor center contacts have increased.
- **Royal Carribbean.** Steve continues to work on a preferential birthing agreement with RCCL.



Haines Borough Lands & Assessing Department
 P.O. BOX 1209
 HAINES, AK 99827
 (907) 766-6400 * FAX (907) 766-2716

June 15, 2020

TO: Haines Borough Assembly & Mayor, Jan Hill
 Cc: Fullerton, Acting Borough Manager
 Jila Stuart, Chief Fiscal Officer

FROM: Dean Olsen
 Haines Borough Assessor

RE: 2020 Certified Tax Roll

Assembly & Honorable Mayor Hill,

The chart below outlines the taxable Real Property by district including "Required Exemptions" per HBC 3.70.030 & "Local Exemptions" per HBC 3.70.040.

2020 Tax Year					
Tax District	LAND	BUILDING	TOTAL	Required & Local Exemptions	Total Less Exemptions
F.D. #1	6,956,800	8,453,400	15,410,200	-1,054,700	14,355,500
F.D. #2	6,154,700	6,282,500	12,437,200	-1,343,700	11,093,500
F.D. #3	20,823,700	18,753,700	39,577,400	-5,122,400	34,455,000
F.D. #4	18,380,500	17,128,600	35,509,100	-4,202,300	31,306,800
BOROUGH (REMOTE)	21,058,900	16,566,200	37,625,100	-1,066,600	36,558,500
TOWNSITE	88,277,300	147,387,800	235,665,100	-29,471,800	206,193,300
TOTAL BOROUGH	161,651,900	214,572,200	376,224,100	-42,261,500	333,962,600

I, Dean M. Olsen, duly appointed and acting assessor of the Haines Borough do hereby certify as follows:

This is the Real Property Assessment Roll for the Haines Borough. To the best of my knowledge and ability it is the complete, true and accurate roll of all real property declared from within the Corporate Limits of the Haines Borough.

Witness my hand and official seal of the Haines Borough this fifteenth day of June, 2020

Sincerely,

Dean M. Olsen ACAA III
 Assessor
 Haines Borough, Haines Alaska



June 17, 2020

Museum Director's Report for April and May 2020

What the Director did in April/May:

- Wrote the following grants:
 - Alaska Humanities Forum (received)
 - NEH Cares (received)
 - Westaf Cares (pending)
 - AK Can Do Fund (denied)
- Received the Museums Alaska Collections Management Grant to keep funding archives upgrades
- Researched and produced 3 KHNS history talks.
- Mentored staff – working with Jeanette, Regi, Zack, Kimothy as they had questions on projects they were undertaking or completing.
- Held twice weekly Zoom staff meetings.
- Attended 3 board meetings.
- Completed four payrolls.
- Concentrated on FY21 budgets for personnel, operations, and CIP, including three revisions by Assembly.
- Continued History Tidbits live streaming on Facebook on Wednesdays and Fridays. 16 completed in March and April:

<ul style="list-style-type: none"> ○ April Fools ○ 1900 Census ○ Medical Care ○ AK Women and the Vote ○ Cables and Communication ○ Dip Nets and Eulachon Runs ○ Agricultural Endeavors ○ Animal Husbandry ○ Fire Safety 	<ul style="list-style-type: none"> ○ Military Emergency Rations ○ Shipwrecks and Relics ○ Sled Dogs and Pack Animals ○ Analysis of Formline ○ Chilkat Blankets and Weaving ○ Flying in the Chilkat Valley ○ Haines Strawberry Festival ○ Paul Piedad
--	--
- **3,343 views of History Tidbits in April and May**
- Attended far too many assembly meetings, finance committee meetings and COWs.
- Attended numerous Corona Virus meetings, local, state-wide and national
- Attended weekly Museums Alaska meetings
- Attended weekly and twice weekly Cuseum training sessions in COVID response for museums
- Attended one Chamber luncheon (virtual)
- Oversaw budget and expenditures, monitoring closely.
- Renegotiated Alaska Suffrage Star exhibit loan to extend through June.

Sincerely,



Summary of Museum's May Accomplishments

Exhibits:

- Art & Wellness: Continued in the Clinic exam rooms.
- Wrote policies for safe exhibition and visitation of Alaska Suffrage Star exhibit.
- Set up Alaska Suffrage Star exhibit. Realigned gallery for safe entry and barriers for staff.

Fundraisers

- Sold Anway Strawberry Starts (\$517)
- Put Museum Store online.

Collections/Archives:

- Research Requests: 4 Research requests were fulfilled.
- Two KHNS History Talks.
- 27 items updated and cataloged in database
- Zack James returned to the building to work on collections and reference requests.

Personnel:

- Began returning to the building in a measured manner: Zack James and Helen Alten first. Regi Johanos set up the exhibit. We staggered our time so there was minimal staff overlap.

Grants:

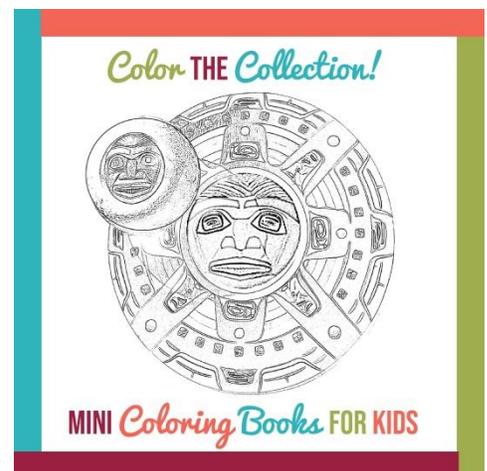
- Completed National Endowment for the Humanities CARES grant to fund 6 months of three positions: Zack, Regi and Jeanette. (Submitted May 11)
- Completed WESTAF CARES grant to fund utilities (Submitted May 18)
- Completed AK Can Do Grant to fund operations (Submitted May 14)

Programming

Significant time was spent on digital programming:

- Continued creating coloring book pages
- Created our first matching game online
- Continued History Tidbits on Facebook Live (includes research, writing, design and presentation)
- Regular posts on Instagram and Facebook
- Continued posting to Youtube Channel
- Weekly Mailchimp E-Newsletters

Social Media Statistics on the next two pages.



Social Media Marketing & Virtual Programs Stats - May

Facebook (excludes History Tidbits – See additional stats)

- 19 posts
- Total Reach: 5,114, Total Engagement: **714**.
Engagement Rate: **13.96%**
 - o Reach and Engagement up from April 2020
 - o Benchmarks: Average Facebook engagement rate for non-profits is 0.12%. Institutional benchmarks: <1% unsuccessful (note higher than industry average), <5% moderate, >5% very good. See spreadsheet below
- Most engaging post: Float plane disembarking (historic photo)



Instagram

- 11 posts (most overlapping content with Facebook)
- Total Reach: 1,786, Total Engagement: **146**.
Engagement Rate: **8.18%**
 - o Reach lower but Engagement higher than April 2020
 - o Benchmarks: Average Instagram engagement rate for non-profits is 1.75%. Institutional benchmarks: <2% unsuccessful (note higher than industry average), <5% moderate, >5% very good. See spreadsheet below
- Most engaging post: Josephine Crumine Dog Portrait



SOCIAL MEDIA CAMPAIGN POSTS (FB & Instagram) *Does not include History Tidbit Videos (See below)*										
DATE	SM TYPE	MARKETING TOPIC	CONTENT / COPY	MEDIA TYPE / LINK	FB REACH (STATS)	FB ENGAGE (STATS)	FB Engage rate (STATS)	INSTA REACH (STATS)	INSTA ENGAGEMENT (STATS)	INSTA engage rate (STATS)
5/1/2020	FB Live Schedule	HT	#GrabSomeGrub and join us	FB live video link	78	3	<5%		N/A	
5/4/2020	FB/Insta	Object of the Month	Gather 'round the Maypole!	Historic Photo.	133	14	10.52%	105	6	5.71%
5/5/2020	FB/Insta	Kids: Color the Collection	We've got #shipwrecks on	Princess May	125	6	<5%	164	9	5.49%
5/5/2020	FB	External Content		https://slate.com	109	9	8.25%		N/A	
5/6/2020	FB Live Schedule	HT	Dive into history tidbit No. This	FB live video link	103	3	<5%		N/A	
5/7/2020	FB/Insta	TBT	#throwbackthurs	Josephine	190	18	9.47%	67	15	22.29%
5/8/2020	FB	External Content		https://www.ktoo.org	125	24	19.20%		N/A	
5/8/2020	FB	HT	We're live in five with History	N/A	64	0	<1%		N/A	
5/13/2020	FB	HT	Pull up a screen and lend	(pre recorded	186	18	9.68%		N/A	
5/13/2020	FB/Insta	Kids: Memory	MUSEUM MEMORY	Museum Memory	126	14	11.11%	62	8	12.90%
5/15/2020	FB Live Schedule	HT	Join guest speaker Ellen	FB live video link	234	7	<5%		N/A	
5/15/2020	FB/Insta	Art; Museum Week	#MuseumWeek 2020: Today	Lindsay Johnson	235	18	7.66%	273	15	6.17%
5/18/2020	FB/Insta	Art; Museum Week	#MuseumFrom Home: We're	Puppet	105	9	8.57%	115	9	7.83%
5/20/2020	FB/Insta	HT Promo	#DidYouKnow: Before a runway	Schnabel Album	1,974	465	24%	544	49	9%
5/20/2020	FB	HT	What do modern	N/A	112	5	<5%		N/A	
5/21/2020	FB Live Schedule	HT	Get your taste buds ready!	Historic Photo	142	3	<5%	103	8	7.77%
5/26/2020 (updated)	FB/Insta	Fundraiser	Take a bite out of history! Get	Strawberry festival	543	61	11.23%	93	8	8.60%
5/28/2020	FB/Insta	Throwback Thursday	#SocialDistancing: As		161	10	6.21%	172	16	9.30%
5/29/2020	FB/Insta	Exhibit	The Haines Sheldon	Suffragette promo	369	27	7.32%	88	3	3.41%
TOTALS:					5114	714	13.96%	1786	146	8.18%

MailChimp

- 4 Campaigns. Primary focus on #MuseumFromHome
- **25.70%** Engagement Rate (Opens). Lower than April 2020
- This is above the benchmark for non-profits from 2019 (25.17%). The official 2020 benchmark has not been published by MailChimp, but suggests that the new average engagement/open rate for non-profits is around 39.4%. Our institutional goal for the next few months is to maintain a rate about 25.17%, with an increase towards 30% open rate.

MAILCHIMP CAMPAIGN STATS		
DATE	TOPIC (E-mail Subject Tagline)	ENGAGEMENT (Opens)
5/6/2020	This May on the Haines Sheldon Museum from Home 🏠	25.20%
5/15/2020	Chilkat Blankets, Aviation, Memory	26.20%
5/22/2020	Ready You Taset Buds! We're Dreaming of Anway Strawberries	25.20%
5/29/2020	Museum Soft Reopening for New Exhibit in June 2020	26.20%
	Total: 4 Campaigns	25.70%

History Tidbit Video Stats (Facebook Live Video)

- 8 History Tidbit Virtual Programs (7 staff curated, 1 guest speaker)
- Topics: Military Emergency Rations, Shipwrecks, Sled Dogs & Pack Animals, Formline Design, Chilkat Blankets (Guest Speaker), Flying / Airlines, Strawberry Festival, Paul Piedad
- Total Reach: 4,678, Total Views: 1,783, Total Engagement (Active Audience): **541**
 - o NOTE: Total Views includes shorts views (3s, 10s, etc.) and is therefore not the best indicator for success of the program. The total *engagement* shows how many people engaged with the video and watched for a significant amount of time. This is the closest parallel to regular visitor counts for non-virtual events.
- Engagement Rate: **6.4%** (down from April 2020 but still in good range >5%)
- Most Popular Tidbit: Chilkat Blanket (Guest Speaker)





Summary of Museum's April Accomplishments

Exhibits:

- Art & Wellness: Continued in the Clinic exam rooms.

Collections/Archives:

- Research Requests: 2 Research requests were fulfilled.
- History Talk: Researched and produced two KHNS history talks
- Completed the collections policies and procedures using AAM guidelines in preparation for accreditation visit

Grants:

- Completed Alaska Humanities Forum Grant (Completed 4/28)

Personnel

- Regi Johanos attended an on-line training course on writing exhibit labels.
- Zack James attended an on-line training course on archives management.

Programming

Significant time was spent on digital programming:

- Produced our first coloring book pages
- Continued History Tidbits on Facebook Live (includes research, writing, design and presentation)
- Daily posts on Instagram and Facebook
- Started a Youtube Channel
- Weekly Mailchimp E-Newsletters

Social Media Statistics on the next two pages.

NEW COLORING PAGES

Color THE Collection!

Travel Bag, 1960. HSM 1990.001.0615

Alaska Coastal Airline served Southeast Alaska between 1939 to 1962. After this, the company merged with Ellis Airline and eventually joined Alaska Airlines. Bearing the ACA logo, this travel bag was owned by the Sheldon Family. It is covered with several multi-colored travel tags. How many tags can you see?

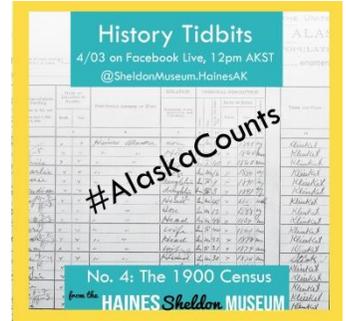
from the **HAINES Sheldon MUSEUM**

NOW ON OUR WEBSITE!

Social Media Marketing & Virtual Programs Stats - April

Facebook (excludes History Tidbits – See additional stats)

- 21 posts
- Total Reach: 3,367, Total Engagement: **367**.
Engagement Rate: **10.90%**
 - o Engagement up from March 2020
 - o Benchmarks: Average Facebook engagement rate for non-profits is 0.12%. Institutional benchmarks: <1% unsuccessful (note higher than industry average), <5% moderate, >5% very good. See spreadsheet below
- Most engaging post: History Tidbit Census Promo



Instagram

- 20 posts (most overlapping content with Facebook)
- Total Reach: 1,995, Total Engagement: **122**.
Engagement Rate: **6.12%**
 - o Benchmarks: Average Instagram engagement rate for non-profits is 1.75%. Institutional benchmarks: <2% unsuccessful (note higher than industry average), <5% moderate, >5% very good. See spreadsheet below
- Most engaging post: Museum Sunshine



SOCIAL MEDIA CAMPAIGN POSTS (FB & Instagram) *Does not include History Tidbit Videos (See below)*										
DATE	SM TYPE	MARKETING TOPIC	CONTENT / COPY	MEDIA TYPE / LINK	FB REACH (STATS)	FB ENGAGE (STATS)	FB Engage rate (STATS)	INSTA REACH (STATS)	INSTA ENGAGEM ENT (STATS)	INSTA engage rate (STATS)
4/1/2020	FB	Eternal Content	How are you pranking today?	Link https://w	82	1	<5%		N/A	
4/2/2020	FB	Eternal Content	A great opportunity from 49 Writers!	Link https://w	103	0	<1%		N/A	
4/2/2020	FB/Insta	Object of the Month	*May your skies be as clear and starry / ALASKA COUNTS: On the next History	Object	377	55	14.60%	89	1	<2%
4/2/2020	FB/Insta	HT Promo		MK Image (Archive)	142	38	26.76%	124	5	<5%
4/3/2020	FB/Insta	Museum From Home		Photo	120	3	<5%	88	9	10.20%
4/7/2020	FB/Insta	Hale & HeARTy	De-stress and take a dance break!	Object	136	6	<5%	112	3	<5%
4/7/2020	FB/Insta	HT Promo	Coming up next on the Sheldon	MK Image (Photo)	116	3	5.17%	134	3	<5%
4/8/2020	FB/Insta	Hale & HeARTy	Heidi Robichaud scrimshaw	Object	161	7	<5%	149	5	<5%
4/9/2020	FB/Insta	HT Promo	Suffrage star / Anjuli	MK Image (Photo)	95	4	<5%	154	7	<5%
4/13/2020	FB/Insta	Hale & HeARTy	Heather Lende Portrait	Object	87	2	<5%	115	3	<5%
4/14/2020	FB/Insta	Color the Collections	From the Collection: In 1869.	MK Image (Object)	212	31	14.62%	129	13	10.08%
4/14/2020	FB/Insta	HT Promo	Communication	MK Image (Photo)	73	2	<5%	70	4	5.71%
4/16/2020	FB/Insta	HT Promo	Eulachon	Photo Collage	87	4	<5%	70	3	<5%
4/17/2020	Instagram	HT Promo				N/A		63	1	<2%
4/20/2020	FB/Insta	Museum From Home	Happy #EarthWeek Haines! This	Artwork	171	17	9.90%	97	10	10.31%
4/21/2020	FB/Insta	Museum Sunshine	Today museums across the country	Artwork Collage	583	83	14.24%	76	12	15.79%
4/23/2020	FB/Insta	Throwback Thursday	Our #earthweek historic farms,	Photo	83	5	6%	83	9	10.84%
4/24/2020	FB/Insta	HT Promo	Animals	Photo collage	91	3	<5%	88	4	<5%
4/27/2020	FB	Eternal Content	Wayne Price Rasmuson Award	Link https://w	131	19	14.50%		N/A	
4/27/2020	FB/Insta	Museum From Home	Gil Smith	Artwork	216	41	18.98%	118	11	9.32%
4/28/2020	FB/Insta	Color the Collections	Trade Porcelains	Object	220	38	17.27%	64	6	9.68%
4/29/2020	Instagram	HT Promo	Stop, drop, and roll! 🚒👮🏻🚒			N/A		99	10	10.10%
4/30/2020	FB/Insta	Throwback Thursday	Fort Soldiers	Photo	81	5	6.17%	73	3	<5%
TOTALS:					3367	367	10.90%	1995	122	6.12%

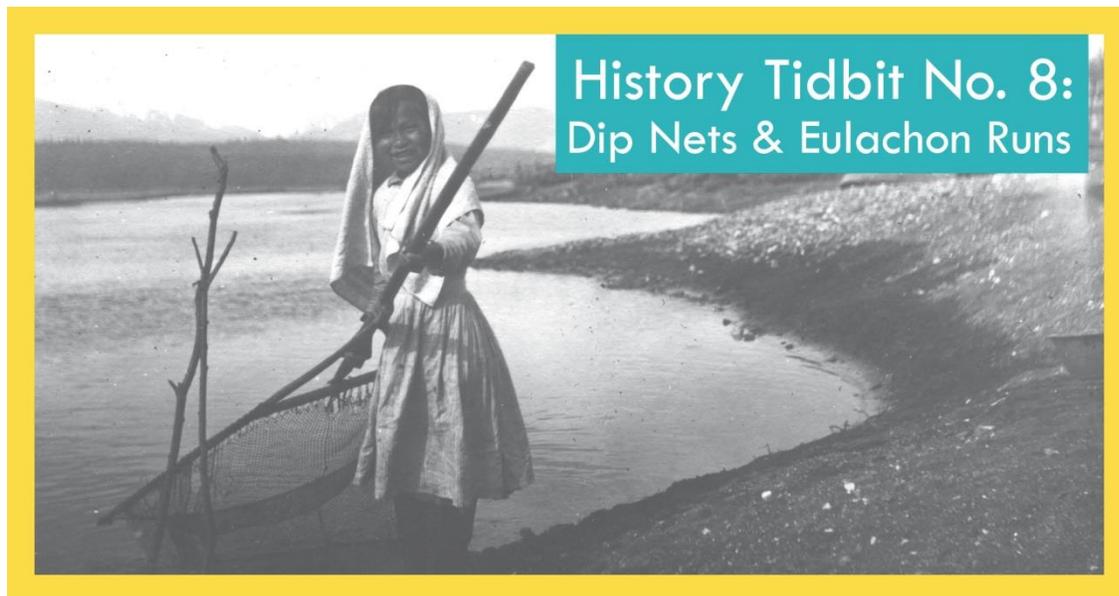
MailChimp

- 5 Campaigns. Primary focus on #MuseumFromHome
- **28.14%** Engagement Rate (Opens). This is above the benchmark for non-profits from 2019 (25.17%). The official 2020 benchmark has not been published by MailChimp, but suggests that the new average engagement/open rate for non-profits is around 39.4%. Our institutional goal for the next few months is to maintain a rate about 25.17%, with an increase towards 30% open rate.

MAILCHIMP CAMPAIGN STATS		
DATE	TOPIC (Email Subject Tagline)	ENGAGEMENT (Opens)
4/3/2020	History Tidbit No. 4 - The 1900 Census	28.90%
4/8/2020	History and Medicine and Suffragettes, Oh My! Stay Connected:	30.10%
4/15/2020	Did you know the signal office was	26.00%
4/22/2020	🌸🌻 Flowers and produce and	29.40%
4/29/2020	Preservation and stewardship and living history, oh my!	26.30%
	Total: 5 Campaigns	28.14%

History Tidbit Video Stats (Facebook Live Video)

- 9 History Tidbit Virtual Programs (8 staff curated, 1 guest speaker)
- Topics: April Fools, 1900 Census, Medical Care, AK Suffrage (Guest speaker), Phones & Communication, Agriculture, Animal Husbandry, and Fire Safety
- Total Reach: 4,678, Total Views: 1,783, Total Engagement (Active Audience): **541**
 - o NOTE: Total Views includes shorts views (3s, 10s, etc.) and is therefore not the best indicator for success of the program. The total *engagement* shows how many people engaged with the video and watched for a significant amount of time. This is the closest parallel to regular visitor counts for non-virtual events.
- Engagement Rate: **11.6%**
- Most Popular Tidbit: Eulachon Runs





Haines Borough
Planning Commission Meeting
May 14th, 2020
MINUTES

Approved

9A

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**; Zack **Ferrin**; and Jessica **Kayser Forster**

STAFF PRESENT: Alekka **Fullerton**, Acting Borough Manager / Borough Clerk; and Savannah **Maidy**, Planning and Zoning Tech.

OTHERS PRESENT: Jan **Hill**, Brenda **Josephson**, Tiffany **Dewitt**, and Josh **Benassi**

3. **APPROVAL OF AGENDA:**

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

4 – Approval of Minutes

Motion: **Turner Jr.** moved to “Approve the agenda and the consent agenda” and the motion carried unanimously.

- * 4. **APPROVAL OF MINUTES:**

The March 12, 2020 Minutes were approved as part of the approval of the consent agenda.

5. **PUBLIC COMMENTS:** Dewitt, Benassi

6. **ASSEMBLY LIAISON REPORT:** **Josephson** reported that the planner position was eliminated from the FY 2021 Budget.

7. **COMMISSION COMMENTS:** **Lapham**, **Turner Jr**, **Heinmiller**, and **Goldberg**

8. **CHAIRMANS REPORT:** None

9. **STAFF REPORT:** None

10. **PUBLIC HEARINGS:**

- A. **Conditional Use Permit #19-58: Harry Rietze (4-MBR-05-0220)** – Planning commission review of Conditional Use Permit #19-58 regarding failure to meet conditions of approval.

Motion: **Turner Jr.** moved to “Suspend CUP #19-58 until conditions are satisfied” and the motion carried unanimously.

11. **UNFINISHED BUSINESS:**

- A. **Findings of Fact – BPS Architects/Dusty Trails** - Approval of Findings of Fact.

Motion: **Ferrin** moved to “Approve the Findings of Fact for BPS Architects/Dusty Trails Parking Variance” and carried unanimously.

12. **NEW BUSINESS:**

- A. **Historic District/Building Review:** None

- B. **Haines Borough Code Amendments:** None

- C. **Project Updates:** None

D. Other New Business: None

13. PUBLIC COMMENTS: Fullerton

14. COMMISSION COMMENTS: Heinmiller, Lapham, and Kayser-Forster

15. CORRESPONDENCE: None

16. SET MEETING DATES:

A. Regular Meeting: – **Thursday, June 11th, 2020 at 6:30 p.m. at Assembly Chambers.**

17. ADJURNMENT: 6:55pm



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 20-1028
Assembly Meeting Date: 6/23/20

Business Item Description:	Attachments:
Subject: Authorize the Manager to purchase 911 equipment for Dispatch Center	1. Resolution 20-06-871 2. GeoConex proposal
Originator: Carolann Wooton, Contracts & Grants Administrator	
Originating Department: Police/Dispatch	
Date Submitted: 06/17/20	

Full Title/Motion:
Motion: Adopt Resolution 20-06-871

Administrative Recommendation:
This resolution is recommended by the Police Chief and Public Facilities Director

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 35,960.00	\$ See below	\$ 0	Reduced maintenance costs

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

Summary Statement:
The Haines Dispatch Center has identified the need to upgrade its 911 equipment. The current equipment is outdated, near the end of its serviceable life, and the current equipment can no longer be supported. The Borough is required by the State to become Phase II 911 compliant, a process they have been working toward for years. Replacing the current outdated equipment allows the Borough to immediately become Phase II compliant and the subscription program helps to ensure we stay compliant. The CIP fund has funds allocated for upgrading 911 Equipment, and E911 funds are collected annually and can be used to cover the cost of the annual subscription.

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

Assembly Action:
Meeting Date(s): 6/23/20
Public Hearing Date(s): 06/23/20
Postponed to Date: _____

HAINES BOROUGH, ALASKA
RESOLUTION No. 20-06-871

DRAFT

A Resolution of the Haines Borough Assembly authorizing the Interim-Borough Manager to execute a contract with GeoConex to replace our 911 equipment in the Haines Dispatch Center for an amount not to exceed \$35,960.00.

WHEREAS, the Haines Dispatch Center 911 equipment is outdated, in need of replacement, and unable to be serviced if it fails; and

WHEREAS, updating our current system will help fulfill additional requirements for cell phone call location of 911 calls, a requirement for Phase II E911 compliance; and

WHEREAS, GeoConex offers a subscription plan that allows the Borough to keep our equipment up to date and serviced for a price not to exceed \$35,960 and an annual subscription of \$20,000 thereafter; and

WHEREAS, there is sufficient funding in the CIP for E911 Phase II compliance to cover the cost of this initial installation and;

WHEREAS, becoming E911 Phase II compliant allows the Borough to utilize E911 funds to cover the annual costs of the subscription; and

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Interim-Borough Manager to execute a contract with GeoConex to purchase a new 911 center equipment in an amount not-to-exceed \$35,960.00.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 23rd day of June, 2020.

Attest:

Janice Hill, Mayor

Aleka Fullerton, CMC, Borough Clerk



GeoConex Corporation
6923 Maynardville Pike

Proposal

Date	Estimate #
3/9/2020	5424

Name / Address
Haines AK 911 215 Haines Highway Haines AK 99827

Rep	Account #	Project

Item	Description	Qty	Cost	Total
Zetron/WarServ/Green/5.1.2017	Zetron MAX Call Taking as a Subscription Annual Subscription Cost per position - Zetron software, hardware and support services for E-911 phone system. Please refer to Zetron PSP and Evergreen documentation for details. Annual cost includes 24 x 7 support service provided by GeoConex Year one (1) of five (5) to cover from "Start Date" to "End Date" Subtotal Annual Cost	2	10,000.00	20,000.00
ZETRON/Inst/ALICon/01.01.2009	One Time Cost Installation service for ZETRON controller and 911 phone system	10	950.00	9,500.00
T&E/T&E/N/STANDR/N/01.01.2007	Travel and Lodging Expenses	10	250.00	2,500.00
T&E/T&E/N/STANDR/N/01.01.2007	Air Travel Expenses	1	1,300.00	1,300.00
ZETRON/MAXCTHeadsetJackBox	950-1082 Zetron Dual Prong Headset Jackbox Option; Single Volume Control	2	705.00	1,410.00
ZETRON/3300/25PairCables/6.8.12	709-0170-10 - 10 ft Shielded Cat 5e Cable for Speakers	2	18.00	36.00
ZETRON/HeadsetPTT/6wire/4.1.18	950-0032 Headset, 6 wire, w/PTT, Noise Cancelling	2	363.00	726.00
ZETRON/Headset-top/NC/4.1.18	802-0115 Headset top, Noise Cancelling	4	122.00	488.00
	Subtotal			15,960.00
	**** Note **** Remote support included in CTaaS price. Any required onsite support will incur travel expenses.			

Total \$35,960.00

Phone #	Fax #	Customer Signature and Date
865.686.0411	865.686.0046	



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 20-1030Assembly Meeting Date: 6/23/20

Business Item Description:	Attachments:
Subject: CARES Act Spending Plan	1. Resolution 20-06-872 2. Assembly Ad Hoc CARES Act Committee
Originator: Assembly Ad Hoc CARES Act Committee	
Originating Department: Assembly, Finance, Administration	
Date Submitted: 6/09/20	

Full Title/Motion:
Motion: Adopt Resolution 20-06-872

Administrative Recommendation:
This resolution is recommended by the Interim Manager and Finance Director.

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 2,146,590	\$ 0	\$ 0	

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

Summary Statement:
<p>The Borough has received \$2,146,590 in CARES Act Funding for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). The Assembly Ad Hoc Committee has met several times and made recommendations to the Borough Assembly at their 06/09/20 meeting. Staff was directed to bring a Resolution to the 06/23/20 meeting with the Haines Borough CARES Act spending plan. *Note this is only for the first payment of the CARES Act funds.</p> <p>It is anticipated that there will be Assembly discussion regarding proposed amendments to this Resolution.</p>

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

Assembly Action:	
Meeting Date(s): 06/23/20	Public Hearing Date(s): _____
	Postponed to Date: _____

A Resolution of the Haines Borough Assembly creating a CARES Act Spending Plan for the Haines Borough

WHEREAS, The Haines Borough has received \$2,146,590 of CARES Act money for the first payment from the state; and

WHEREAS, The Haines Borough has been awarded a total 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 is expecting two more payments of \$930,313.11; and

WHEREAS, the Assembly Ad Hoc CARES Act Committee has made recommendations to the Haines Borough Assembly; and

WHEREAS, the Haines Borough Assembly adopted the recommendations of the Ad Hoc CARES Act committee at its last meeting on June 9, 2020; 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 dedicates CARES Act funds as follows:

- \$275,000 for an ambulance;
- \$200,000 for a Morgue;
- \$10,000 to keep the Mosquito Lake Community Center open to encourage food security;
- \$190,000 for food security;
- \$300,000 for Individuals for "Utility" assistance including Water and Sewer, AP&T, IPEC, Delta Western and Moorage Fees.
- \$500,000 Economic Assistance to Businesses and Non-profits;
- \$671,590 for Haines Borough and EOC Expenses including:
 - \$180,000 FY20 Haines Borough Payroll
 - \$210,000 FY21 Haines Borough Payroll
 - \$50,000 Previously appropriated EOC outreach- PPE, Advertising costs, etc.
 - \$65,000 Decontamination Unit
 - \$100,000 Asymptomatic Testing
 - \$30,590 IT Improvements for Chambers/Public Meetings
 - \$36,000 Changes to Facility Safe Delivery of Services

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 23rd day of June, 2020.

Attest:

Janice Hill, Mayor

Alekk Fullerton, CMC, Borough Clerk

From: [Brenda Josephson](#)
To: [Alekka Fullerton](#); [Jila Stuart](#)
Cc: [Jerry Lapp](#); [Stephanie Scott](#)
Subject: Cares Act Ad Hoc Committee Meeting Recap
Date: Monday, June 08, 2020 1:19:06 AM

The Cares Act Ad Hoc Committee met on June 4, 2020 at 6:30 PM To discuss funding distribution for the first payment of \$2,146,590.

The Committee recommended establishment of funding activities as follows:

\$275,000 - New ambulance for the Haines Volunteer Fire Department. This amount is based on an estimated cost of \$255,000 for the cost of an ambulance and an estimated shipping cost of \$20,000.

\$200,000 - Morgue to provide for safe and dignified facilities.

\$200,000 - Food Assistance funding to Salvation Army, Senior Center, and other entities. Committee requests a requirement to restrict funding recipients to purchase all goods and supplies for food assistance from local vendors.

\$300,000 - Utility Assistance for Haines Borough's Water and Sewer, AP&T, IPEC, Delta Western, or firewood retailers, and others costs.

\$500,000 - Economic Assistance to Businesses including Non-Profit Businesses. Applicants would need to apply and demonstrate impact. The distribution could be determined based on 2019 gross revenues as reported on Haines Borough sales tax reports as reported. Or other method developed and approved by the Assembly.

\$671,590 - Haines Borough & EOC and Other Expenses

- a. Changes to facilities to accommodate social distancing and safety for staff and citizens.
- b. past and on going staff time responding to the pandemic.
- c. Staff time administering the distribution of CARES Act funds.
- d. PPE and other equipment for emergency responders.
- e. Testing and other medical response recommended by EOC and approved by the Borough Assembly.
- f. Other expenses as determined by the Borough Assembly

The Finance Director stated that the auditors have advised that self certification of finance impact would not acceptable under the terms of the grant. The Committee requested Administration to develop recommendations for an application process for assistance.

Other considerations stated in the meeting included the need to consider the funding request from Air Lift Northwest. Some individuals pay rent that includes utilities so we should also include rent assistance. This is the first round of funding and adjustments to funding levels and needs can occur in future disbursements.

Brenda Josephson



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 20-1029

Assembly Meeting Date: 6/23/20

Business Item Description:	Attachments:
Subject: Contract with Glacier Construction, dba Southeast Road Builders for Piedad Springs Expansion	1. Resolution 20-06-873 2. Notice Inviting Bids 3. Bid Results 4. Southeast Road Builders Bid 5. Lakloey, Inc Bid
Originator: Contracts & Grants Administrator	
Originating Department: Public Facilities	
Date Submitted: 6/23/20	

Full Title/Motion:
Motion: Adopt Resolution 20-06-873

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

Fiscal Impact:								
<table border="1"> <thead> <tr> <th align="left">Expenditure Required</th> <th align="left">Amount Budgeted</th> <th align="left">Appropriation Required</th> <th align="left">Projected Impact to Future Operating Budgets</th> </tr> </thead> <tbody> <tr> <td>\$ 176,550.00</td> <td>\$ See below</td> <td>\$ 0</td> <td>Reduced maintenance costs</td> </tr> </tbody> </table>	Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets	\$ 176,550.00	\$ See below	\$ 0	Reduced maintenance costs
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets					
\$ 176,550.00	\$ See below	\$ 0	Reduced maintenance costs					

Comprehensive Plan Consistency Review:		
<table border="1"> <tr> <td>Comp Plan Goals/Objectives: Objective 2B, Pages 56-57</td> <td>Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>	Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comp Plan Goals/Objectives: Objective 2B, Pages 56-57	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Summary Statement:
<p>The Borough recently issued a request for sealed bids from qualified, licensed contractors for the Piedad Springs Expansion project. Two responsive bids were received:</p> <p>1) Glacier Construction, Inc. dba Southeast Road Builders for \$176,550.00 ; 2) Lakloey, Inc for \$713,000.00 .</p> <p>The Director of Public Facilities has reviewed the bids and recommends award to the apparent low bidder . The contract will be funded with CIP and CPV funds.</p>

Referral:				
<table border="1"> <tr> <td>Referred to:</td> <td>Referral Date:</td> </tr> <tr> <td>Recommendation:</td> <td>Meeting Date:</td> </tr> </table>	Referred to:	Referral Date:	Recommendation:	Meeting Date:
Referred to:	Referral Date:			
Recommendation:	Meeting Date:			

Assembly Action:				
<table border="1"> <tr> <td>Meeting Date(s): 06/23/20</td> <td>Public Hearing Date(s):</td> </tr> <tr> <td></td> <td>Postponed to Date:</td> </tr> </table>	Meeting Date(s): 06/23/20	Public Hearing Date(s):		Postponed to Date:
Meeting Date(s): 06/23/20	Public Hearing Date(s):			
	Postponed to Date:			

A Resolution of the Haines Borough Assembly authorizing the Borough Clerk to execute a construction contract with Glacier Construction, dba Southeast Road Builders for the Piedad Springs Expansion for an amount not to exceed \$ 176,550.00

WHEREAS, the Borough recently issued a request for sealed bids from qualified, licensed contractors for the Piedad Springs Expansion; and

WHEREAS, the Borough obtained two responsive bids, one from Glacier Construction Inc. dba Southeast Road Builders for \$176,550.00; and one from Lakloey, Inc for \$713,000; and

WHEREAS, the total project cost is estimated at \$209,510 including design and administration; and

WHEREAS, the Borough appropriated \$75,000 of CPV funds in FY20, \$45,000 of CPV funds in FY21, and \$30,000 of Water Enterprise funds for a combined total of \$150,000 for the project; and

WHEREAS, the Borough Water Enterprise fund currently has adequate unrestricted cash reserves to cover the budgeted shortfall; and

WHEREAS, the Borough administration will request a budget amendment of \$60,000.00 from the Water Enterprise Fund to complete the project as bid; and

WHEREAS, this project is expected to (1) reduce operating costs for the utility by decreasing reliance on Lily Lake water which is more costly to process, (2) provide increased capacity during peak demand months in order to accommodate water sales to cruise ships and (3) reduce reliance on Wellfield water resource which will greatly reduce water costs; and

WHEREAS, the Director of Public Facilities has reviewed the bids and recommends award to the apparent low bidder, Glacier Construction dba Southeast Road Builders;

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Interim Manager/Borough Clerk to execute a construction contract with Glacier Construction Inc. dba Southeast Road Builders for the Piedad Springs Expansion project for an amount not to exceed \$176,550.00.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 23rd day of June, 2020.

Attest:

Janice Hill, Mayor

Alekkka Fullerton, CMC,
Borough Clerk

INVITATION TO BID
Piedad Springs Expansion

Issue Date: May 12, 2020



Bid Deadline: 3:00pm, Thursday, June 11, 2020

NOTICE INVITING BIDS AND BIDDER INSTRUCTIONS

Piedad Springs Expansion

Issue Date: May 12, 2020

The Haines Borough is soliciting sealed bids from qualified and licensed contractors to perform the work for **Piedad Springs Expansion**. All contractors are required to have a current Alaska Contractor's License and Alaska Business License. A Haines Business License is required prior to contract award.

DESCRIPTION OF WORK:

The work consists of upgrading the three existing spring boxes at the Piedad Springs Water Source and connecting the two offline spring boxes to the main transmission line. It includes adding aluminum C channel on top of the perimeters of the existing concrete spring boxes, and installing tatch covers and overflow pipes on each spring box. Piping includes installing slotted casing in the two offline spring boxes, laying ~400 feet of new 4" HDPE pipe and connecting to the existing ~800 feet of 6" HDPE pipe. Valving includes adding shutoff valves at each spring box, and block and bleed valving to be able to isolate, shut off and drain the transmission lines.

RECEIPT OF BIDS / BID DEADLINE: Receipt of Bids will be acknowledged by email response from the Borough Clerk. The official time of receipt of bids will be the date and time the email arrives in the Borough Clerk's email inbox. Include in the subject line of your emailed Bid submission: BID FOR: HB20-01 PIEDAD SPRINGS EXPANSION

While not required, it is recommended Bidders carbon copy the Public Facilities Director (ecoffland@haines.ak.us) and Contracts & Grants Administrator (cwooton@haines.ak.us) on their emailed Bid submission.

Bid documents delivered by fax, over the phone, in person, or by courier will not be accepted.

BID OPENING: Bids will be opened immediately thereafter in by the Borough Clerk, Public Facilities Director, and Contracts & Grants Administrator unless otherwise specified.

BID DOCUMENTS: A Bid packet including instructions, forms, and description of work is available on the Haines Borough website: www.hainesalaska.gov/rfps for viewing and printing.

QUESTIONS:

Communications relative to this work shall be directed to:

Carolann Wooton
Contracts & Grants Administrator
(907) 766-6409
cwooton@haines.ak.us

Submit Bids to: *Due to Covid 19, all bids must be submitted by email.* Electronic bid documents shall be submitted by email to the Borough Clerk (afullerton@haines.ak.us) prior to 3 p.m. Alaska Time on 4/30/2020, or such later time as may be announced by addendum at any time prior to the deadline.:

PROJECT SCHEDULE: The Haines Borough anticipates the following project schedule:

Request for Bids Issued	April 10, 2020
Receive and Open Bids	April 30, 2020
Borough Assembly Authorization	May 12, 2020
Notice of Intent to Award	May 15, 2020
Notice to Proceed	May 18, 2020 (approximate)
Project Completion	September 30, 2020

NOTICE TO BIDDERS



PIEDAD SPRINGS EXPANSION

Haines Borough, AK

Contract No. HB20-02

<u>NOTICE NO.:</u>	1
<u>DATE OF NOTICE:</u>	June 12, 2020
<u>PREVIOUS NOTICES:</u>	0
<u>CURRENT DEADLINE FOR BIDS:</u>	n/a
<u>ISSUED BY:</u>	Haines Borough
<u>TOTAL PAGES IN NOTICE:</u>	2 Pages

DESCRIPTION OF NOTICE:

This is not an Addendum. The following is provided as supplemental information. All items and terms of the Contract remain the same. This notice has been posted online at: <https://www.hainesalaska.gov/rfps>

This Notice is to post results of the bid opening on June 11, 2020, for the subject Project. The bidders and their total bids are summarized in the attached Bid Summary.

Two Bids were received, and both were deemed responsive. The apparent low bidder is Glacier Construction, Inc. dba Southeast Road Builders.

BID SUMMARY

Project: Piedad Springs Expansion		Owner: Haines Borough		Contract: HB20-02		Bid Opening Date: 6/11/20	
Bid Schedule		Bid Summary By: Haines Borough		Glacier Construction Inc. dba Southeast Roadbuilders		Lakloey, Inc	
		Prepared By: Carolann Wooton					
		Checked By: Ed Coffland, PE					
Pay Item	Pay Item Description	Pay Unit	Quantity	Unit Price	Amount	Unit Price	Amount
1505.1	Mobilization	Lump Sum	1	\$28950.00	\$28,950.00	\$155000.00	\$155,000
1570.1	Erosion Control Plan	Lump Sum	1	\$1500.00	\$1,500.00	\$40000.00	\$40,000.00
1704.1	Final Clean Up and Site Restoration	Lump Sum	1	\$8550.00	\$8,550.00	\$10000.00	\$10,000.00
2201.1	Clearing and Grubbing	Lump Sum	1	\$11850.00	\$11,850.00	\$52000.00	\$52,000.00
2601.1	New 4"0 SDR 11 HDPE Transmission Line	Linear Feet	400	\$117.50	\$47,000.00	\$495.00	\$198,000.00
2601.2	Upgrade Main Spring Box	Each	1	\$14,900.00	\$14,900.00	\$42,000.00	\$42,000.00
2601.3	Upgrade Meyers Tunnel Spring Box	Each	1	\$17250.00	\$17,250.00	\$49000.00	\$49,000.00
2601.4	Upgrade Lower Spring Box	Each	1	\$17250.00	\$17,250.00	\$49000.00	\$49,000.00
2601.5	Block & Bled Valving at the Tee with 4" Lines from Upper Tunnel and Lower	Each	1	\$11,700.00	\$11,700.00	\$41,000.00	\$41,000.00
2601.6	Block & Bleed Valving at Junction with 6" Existing Transmission Line	Each	1	\$12,100.00	\$12,100.00	\$42,000.00	\$42,000.00
20702.1	Construction Surveying	Lump Sum	1	\$5,500.00	\$5,500.00	\$35,000.00	\$35,000.00
Total Bid =				\$176,550.00		\$713,000.00	

SECTION 00310 – BID SCHEDULE

Complete and submit the following Bid Schedule(s) for construction of:

PIEDAD SPRINGS EXPANSION
Contract No. HB 20-02
Addendum #5

Furnish all labor, equipment and materials for the following work as defined in the Contract Documents:

		Unit	Quantity	Unit Price	Amount
001505.1	Mobilization	Lump Sum	1	28,950.00	28,950.00
001570.1	Erosion Control Plan	Lump Sum	1	1,500.00	1,500.00
001704.1	<i>Final Clean Up and Site Restoration</i>	Lump Sum	1	8,550.00	8,550.00
	<i>DELETED</i>			N/A	N/A
002201.1	Clearing and Grubbing	Lump Sum	1	11,850.00	11,850.00
002601.1	New 4"Ø SDR 11 HDPE Transmission Line	Linear Foot	400	117.50	47,000.00
002601.2	Upgrade Main Spring Box	Each	1	14,900.00	14,900.00
002601.3	Upgrade Meyers Tunnel Spring Box	Each	1	17,250.00	17,250.00
002601.4	Upgrade Lower Spring Box	Each	1	17,250.00	17,250.00
002601.5	Block & Bleed Valving at the Tee with 4" Ø Lines from Upper Tunnel and Lower Springs	Each	1	11,700.00	11,700.00
002601.6	Block and bleed Valving at Junction with 6" Ø Existing Transmission Line	Each	1	12,100.00	12,100.00
002702.1	Construction Surveying	Lump Sum	1	5,500.00	5,500.00

Total Base Bid Amount in Figures: \$ 176,550.00

Total Base Bid Amount in Words: One hundred seventy-six thousand five hundred fifty dollars and no cents

(Company Name)

Date: 06/11/2020

Bidder: Glacier Construction, Inc. dba
Southeast Road Builders

SECTION 00300 – BIDS

BID TO: THE HAINES BOROUGH

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

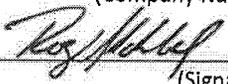
**PIEDAD SPRINGS EXPANSION
Contract No. HB 20-01**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No. <u>1</u> Date Issued <u>05/14/2020</u>	Addenda No. <u>5</u> Date Issued <u>06/11/2020</u>
Addenda No. <u>2</u> Date Issued <u>05/15/2020</u>	Addenda No. <u> </u> Date Issued <u> </u>
Addenda No. <u>3</u> Date Issued <u>06/03/2020</u>	Addenda No. <u> </u> Date Issued <u> </u>
Addenda No. <u>4</u> Date Issued <u>06/03/2020</u>	Addenda No. <u> </u> Date Issued <u> </u>

Give number and date of each addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing his/her signature in the space provided below.

Dated: <u>June 11, 2020</u>	Bidder: <u>Glacier Construction, Inc. dba Southeast Road Builders</u> (Company Name) State of Incorporation: Alaska 4000 Old Seward Highway, Ste 101 Anchorage, AK 99503
Alaska CONTRACTOR's Business License No: <u>1086571</u>	By: <u></u> (Signature)
Alaska CONTRACTOR's License No: <u>87994D</u>	Printed Name: <u>Roger Schnabel</u>
Telephone No: <u>(907) 766-2833</u>	Title: <u>Area Manager</u>
Fax No: <u>(907) 766-2832</u>	Address: <u>HC 60 Box 4800</u> (Street or P.O. Box)
Email: <u>rschnabel@colaska.com ; csticklre@colaska.com</u>	<u>Haines, AK 99827</u> (City, State, Zip Code)

9. **TO BE CONSIDERED. ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:**
- ✓> Bid, Section 00300 (includes addenda receipt statement)
 - ✓> Completed Bid Schedule, Section 00310
 - ✓> Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
 - ✓> Contractor Financial Responsibility, Section 00370
10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the fifth business day following the date of the Posting Notice.
- > Subcontractor Report, Section 00360
- The apparent low Bidder who fails to submit the completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report, may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, within ten Days (calendar) after the date of the "Notice of Intent to Award" letter, the following executed documents:
- > Agreement Forms, Section 00500
 - > Performance Bond, Section 00610
 - > Payment Bond, Section 00620
 - > Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

SECTION 00320 – BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that Glacier Construction, Inc. dba Southeast Road Builders as Principal, and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto THE BOROUGH OF HAINES hereinafter called "OWNER," in the sum of Five Percent of the Amount Bid (5%) dollars, (not less than five percent of the total amount of the Bid) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the Bid Schedule of the OWNER's Contract Documents entitled:

PIEDAD SPRINGS EXPANSION
Contract No. HB 20-01

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 21 day of May, 2020.

(SEAL) Glacier Construction, Inc. dba
Southeast Road Builders
(Principal)

By: *Roger Schnabel*
(Signature)
Roger Schnabel

(SEAL) Liberty Mutual Insurance Company
(Surety)

By: *Donna M. Planeta*
(Signature)
Donna M. Planeta, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202409-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Begun, Bryan M. Caneschi, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Tanya Nguyen, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Kristopher Pisano, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Sirba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 23rd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 2020



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets	Liabilities
Cash and Bank Deposits..... \$778,754,989	Unearned Premiums..... \$8,007,146,482
*Bonds — U.S Government..... 2,780,808,610	Reserve for Claims and Claims Expense 21,532,853,787
*Other Bonds..... 12,645,608,792	Funds Held Under Reinsurance Treaties..... 507,868,920
*Stocks 16,385,435,431	Reserve for Dividends to Policyholders..... 1,143,826
Real Estate..... 235,608,378	Additional Statutory Reserve..... 125,722,000
Agents' Balances or Uncollected Premiums..... 6,217,983,641	Reserve for Commissions, Taxes and
Accrued Interest and Rents..... 102,273,390	Other Liabilities..... 4,117,460,075
Other Admitted Assets..... 11,957,106,292	Total \$34,292,195,090
	Special Surplus Funds..... \$32,768,443
	Capital Stock..... 10,000,075
	Paid in Surplus..... 10,044,978,933
	Unassigned Surplus..... 6,723,636,983
Total Admitted Assets <u>\$51,103,579,523</u>	Surplus to Policyholders..... 16,811,384,434
	Total Liabilities and Surplus <u>\$51,103,579,524</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary

SECTION 00370 – CONTRACTOR’S FINANCIAL RESPONSIBILITY

To be considered, all bidders must complete and include this form *at the time of the deadline for bids*. Attach additional sheets as necessary to respond to questions.

Project: PIEDAD SPRINGS EXPANSION

As the General Contractor on this project, I intend to subcontract 0 % of the total value of this contract.

A. EXPERIENCE

1. Have you ever failed to complete a contract due to insufficient resources? No Yes

If YES, explain:

2. Describe arrangements you have made to finance this work:

N/A

3. Have you had previous construction contracts or subcontracts with the Haines Borough?

No Yes

4. Describe your most recent or current contract, its completion date, and scope of work:

Please see attached

5. List below, and/or as an attachment to this questionnaire, other construction projects you have completed, dates of completion, scope of work, and total contract amount for each project completed in the past twelve months.

Please see attached

6. Per Alaska Statute 36.90.210, on previous public contracts, have you ever failed to pay a subcontractor within eight working days after receiving payment from the Owner (for projects occurring within the last 3 years)? No Yes

If YES, please attach a detailed explanation of each occurrence.

B. EQUIPMENT

1. Describe below, and/or as an attachment, the equipment you have available and intend to use for this project.

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE
Excavator	1	Cat	325	1.5 cy	225,000
Excavator	1	Cat	315	1 cy.	85,000
Loader	1	Volvo	L60	2.5 cy.	80,000
Loader	1	Volvo	L45	1.5 cy	70,000
Dumptruck	2	Kenworth	800's	10 cy.	150,000
Chainsaw	several	Stihl	038	32" blade	500
Fusion Machine	1	McElroy	250	2" - 10"	6,000
Support (pickups/fueling)	3	Various	1/2 ton/3/4 ton	100 gallon	125,000

2. Do you propose to purchase any equipment for use on this project not listed on table B-1?
 No Yes

If YES, describe type, quantity, and approximate cost:

3. Do you propose to rent any equipment for this work not listed on table B-1? No Yes

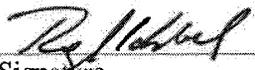
If YES, describe type and quantity:

4. Is your bid based on firm offers for all materials necessary for this project? No Yes

If NO, please explain:

I hereby certify that the above statements are true and complete.

Glacier Construction, Inc. dba Southeast Road Builders
 Contractor


 Signature

Roger Schnabel, Area Manager
 Name and Title of Person Signing

06/11/2020
 Date

HAINES BOROUGH
Piedad Springs Expansion
CONTRACT No. HB20-02
Contractor's Financial Responsibility - A. Experience

Southeast Road Builders
HC60 Box 4800
Haines, AK 99827
(907) 766-2833

Page 1 of 2:

A.3. Have you had previous construction contracts or subcontracts with the Haines Borough? Yes

A.4. Describe the most recent or current contract, its completion date, and scope of work:

Haines Borough : Small Tracts/Mud Bay/3rd Avenue AC Pipe Replacement

Contract Amount: \$ 1,379,275.50

Project Number: 19-02

Type of Project: Replacement of existing asbestos cement (AC) water pipe with HDPE waterpipe, poly water services, valves, hydrant assemblies and other water system improvements on Small Tracts Road, Mud Bay Road and 3rd Avenue.

Date of Completion: on or before 09/30/2020

Haines Borough : Front Street Waterline Replacement

Contract Amount: \$ 352,613.23

Project Number: n/a

Type of Project: The work included replacing an existing 4-inch diameter asbestos cement water line with 541 linear feet of 8-inch diameter C-900 PVC water line pipe and associated fire hydrants, water services and gate valves. The work also included removing and replacing existing asphalt surfacing, replacement of culverts, installation of sanitary sewer services, and miscellaneous related work.

Date of Completion: 10/03/2019

A.5. List below, and/or as an attachment to this questionnaire, other construction projects you have completed, dates of completion, scope of work, and total contract amount for each project completed in the past 12 months.

ADOT - HNS: Haines Hwy. & Old Haines Hwy Resurface, Allen Rd. to MP 3.5 & Haines Hwy. to Mud Bay Rd. & HNS Airport Access

Contract Amount: \$6,485,246.64

Project Number: SFHWY00057/0003(200) & Z675090000/0003191

Type of Project: This project is a preventative maintenance project that resurfaces the roadway and associated driveways, replace or slip line existing culverts, subbase and drainage repairs, install ADA compliant curb ramps, replace select sidewalks and install new striping and traffic signs.

Estimated Date of Completion: 09/15/2020

HAINES BOROUGH
Piedad Springs Expansion
CONTRACT No. HB20-02
Contractor's Financial Responsibility - A. Experience

Southeast Road Builders
HC60 Box 4800
Haines, AK 99827
(907) 766-2833

Page 2 of 2:

Municipality of Skagway: Public Safety Facility Paving Improvements

Contract Amount: \$ 451,288.14

Project Number: n/a

Type of Project: The work included excavation, base course grading, D-1, storm drain pipe and structure installation, new fire hydrant installation, valley, gutter, concrete sidewalks, chain link fence removal/resetting, concrete stairs with metal handrail, concrete site wall, and asphalt paving.

Date of Completion: 09/21/2019

ADOT - HNS: Airport Drainage Improvements & Pavement Rehabilitation

Contract Amount: \$9,826,115

Project Number: Z694360000/3-02-0112-006-2017

Type of Project: This project will reconstruct the GA Apron and adjacent areas to facilitate drainage away from the site. The work includes the construction of a new trench drain system, culvert crossings, culvert linings, new electrical buildings, fencing and gate upgrades, new area lighting, replacing airfield lighting systems, replacing the sanitary sewer system at the public terminal, removal of existing hangers, and contaminated soil remediation. Power and communication utility work by others will occur coincident with this project.

Date of Completion: July 7, 2019

SECTION 00310 – BID SCHEDULE

Complete and submit the following Bid Schedule(s) for construction of:

PIEDAD SPRINGS EXPANSION
Contract No. HB 20-02
Addendum #5

Furnish all labor, equipment and materials for the following work as defined in the Contract Documents:

		Unit	Quantity	Unit Price	Amount
001505.1	Mobilization	Lump Sum	1	\$155,000	\$155,000
001570.1	Erosion Control Plan	Lump Sum	1	49,000	49,000
001704.1	Final Clean Up and Site Restoration	Lump Sum	1	10,000	10,000
	DELETED				
002201.1	Clearing and Grubbing	Lump Sum	1	52,000	52,000
002601.1	New 4"Ø SDR 11 HDPE Transmission Line	Linear Foot	400	495	198,000
002601.2	Upgrade Main Spring Box	Each	1	42,000	42,000
002601.3	Upgrade Meyers Tunnel Spring Box	Each	1	49,000	49,000
002601.4	Upgrade Lower Spring Box	Each	1	49,000	49,000
002601.5	Block & Bleed Valving at the Tee with 4" Ø Lines from Upper Tunnel and Lower Springs	Each	1	41,000	41,000
002601.6	Block and bleed Valving at Junction with 6" Ø Existing Transmission Line	Each	1	42,000	42,000
002702.1	Construction Surveying	Lump Sum	1	35,000	35,000

Total Base Bid Amount in Figures: \$ 713,000

Total Base Bid Amount in Words: Seven hundred thirteen thousand dollars

Date: _____

(Company Name)
 Bidder: LJKley, Inc.

SECTION 00300 – BIDS

BID TO: THE HAINES BOROUGH

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents entitled

PIEDAD SPRINGS EXPANSION
Contract No. HB 20-01

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No. <u>1</u> Date Issued <u>5/14/20</u>	Addenda No. _____ Date Issued _____
Addenda No. <u>2</u> Date Issued <u>5/15/20</u>	Addenda No. _____ Date Issued _____
Addenda No. <u>3</u> Date Issued <u>6/3/20</u>	Addenda No. _____ Date Issued _____
Addenda No. <u>4</u> Date Issued <u>6/3/20</u>	Addenda No. _____ Date Issued _____

Give number and date of each addenda above. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive and may cause its rejection.

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing his/her signature in the space provided below.

Dated: <u>June 11, 2020</u>	Bidder: <u>Lakloey Inc.</u> (Company Name)
Alaska CONTRACTOR's Business License No: <u>16698</u>	By: <u>[Signature]</u> (Signature)
Alaska CONTRACTOR's License No: <u>CONG 9389</u>	Printed Name: <u>Allen Vezev</u>
Telephone No: <u>907-488-9745</u>	Title: <u>Secretary - Treasurer</u>
Fax No: <u>907-488-4067</u>	Address: <u>1216 Range View Rd</u> (Street or P.O. Box)
Email: <u>avezev@lakloey.com</u>	<u>North Pole, AK 99705-5389</u> (City, State, Zip Code)

9. TO BE CONSIDERED. ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:
- > Bid, Section 00300 (includes addenda receipt statement)
 - > Completed Bid Schedule, Section 00310
 - > Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
 - > Contractor Financial Responsibility, Section 00370
10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the fifth business day following the date of the Posting Notice.
- > Subcontractor Report, Section 00360
- The apparent low Bidder who fails to submit the completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report, may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER may then consider the next lowest Bidder for award of the contract.
11. The successful Bidder will be required to submit, within ten Days (calendar) after the date of the "Notice of Intent to Award" letter, the following executed documents:
- > Agreement Forms, Section 00500
 - > Performance Bond, Section 00610
 - > Payment Bond, Section 00620
 - > Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

SECTION 00310 – BID SCHEDULE

Complete and submit the following Bid Schedule(s) for construction of:

PIEDAD SPRINGS EXPANSION
Contract No. HB 20-02
Addendum #4

Furnish all labor, equipment and materials for the following work as defined in the Contract Documents:

		Unit	Quantity	Unit Price	Amount
001505.1	Mobilization	Lump Sum	1	\$155,000	\$155,000
001570.1	Erosion Control Plan	Lump Sum	1	40,000	40,000
001704.1	Final Clean Up and Site Restoration	Lump Sum	1	10,000	10,000
	DELETED				
002201.1	Clearing and Grubbing	Lump Sum	1	52,000	52,000
002601.1	New 4"Ø SDR 11 HDPE Transmission Line	Linear Foot		198,000	198,000
002601.2	Upgrade Main Spring Box	Each	1	42,000	42,000
002601.3	Upgrade Meyers Tunnel Spring Box	Each	1	49,000	49,000
002601.4	Upgrade Lower Spring Box	Each	1	49,000	49,000
002601.5	Block & Bleed Valving at the Tee with 4" Ø Lines from Upper Tunnel and Lower Springs	Each	1	41,000	41,000
002601.6	Block and bleed Valving at Junction with 6" Ø Existing Transmission Line	Each	1	42,000	42,000
002702.1	Construction Surveying	Lump Sum	1	35,000	35,000

Total Base Bid Amount in Figures: \$ 713,000

Total Base Bid Amount in Words: Seven hundred thirteen thousand dollars

Date: 6/11/20

(Company Name)
 Bidder: Lakloey, Inc.

SECTION 00370 – CONTRACTOR’S FINANCIAL RESPONSIBILITY

To be considered, all bidders must complete and include this form *at the time of the deadline for bids*. Attach additional sheets as necessary to respond to questions.

Project: PIEDAD SPRINGS EXPANSION

As the General Contractor on this project, I intend to subcontract 0 % of the total value of this contract.

A. EXPERIENCE

1. Have you ever failed to complete a contract due to insufficient resources? No [] Yes

If YES, explain:

2. Describe arrangements you have made to finance this work:

NONE

3. Have you had previous construction contracts or subcontracts with the Haines Borough?

No [] Yes

4. Describe your most recent or current contract, its completion date, and scope of work:

Northern Region Radar Installation, Sept 2019: AK DOT N.R.
Install Traffic Monitoring RADARS from Valdez to Fairbanks

5. List below, and/or as an attachment to this questionnaire, other construction projects you have completed, dates of completion, scope of work, and total contract amount for each project completed in the past twelve months.

See Attached

6. Per Alaska Statute 36.90.210, on previous public contracts, have you ever failed to pay a subcontractor within eight working days after receiving payment from the Owner (for projects occurring within the last 3 years)? No [] Yes

If YES, please attach a detailed explanation of each occurrence.

B. EQUIPMENT

1. Describe below, and/or as an attachment, the equipment you have available and intend to use for this project.

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE
Bobcat T-870	1	Bobcat	T-870	1 CY	\$70,000
Bobcat T-320	1	Bobcat	T-320	3/4 CY	50,000
Pick-up	1	Dodge	3500	1 ton	25,000
Pick-up	1	Dodge	3500	1 ton	25,000

2. Do you propose to purchase any equipment for use on this project not listed on table B-1?
 No Yes

If YES, describe type, quantity, and approximate cost:

3. Do you propose to rent any equipment for this work not listed on table B-1? No Yes

If YES, describe type and quantity:

Mini-Excavator

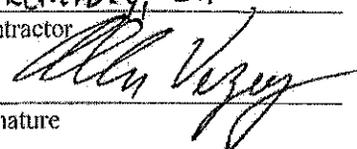
4. Is your bid based on firm offers for all materials necessary for this project? No Yes

If NO, please explain:

Partial Quotes

I hereby certify that the above statements are true and complete.

Lakloey, Inc.
 Contractor

Signature 

Allen Vezy: Secretary - Treas.
 Name and Title of Person Signing

June 11, 2020
 Date

STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF ACKNOWLEDGEMENT

This statement of acknowledgement is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be completed by each Bidder and proposed Subcontractor participating in this contract.

PLEASE CHECK THE APPROPRIATE BOXES

THE Bidder proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed subcontractors with 50 or more employees and a federal contract amounting to \$50,000 or more are required to submit one federal EEO-1 report during each year the two conditions (50 employees and a \$50,000 federal contract) exist.

The company named below (Part C) is exempt from the requirements of submitting an EEO-1 report this year.

NO (go to PART B) YES (go to PART C)

PART B. The company named below (Part C) has submitted an EEO-1 report this year, or intends to at this time.

NO YES

NOTE: On-line EEO-1 report filing may be accessed at the following web address:

<https://egov.eeoc.gov/eo1/eo1.jsp>

EEO-1 reporting and instructions may be obtained by writing or e-mail to:

EEO-1 Joint Reporting Committee
P.O. Box 78040
Washington, DC 20013-8040
Telephone 1-866-286-6440
Email: ej.techassistance@eeoc.gov

PART C.

Alan Vezay
Signature of Authorized Representative of Company

Lakloey, Inc.
Name of Company

1216 Range View Rd
Address of Company

Piedad Springs Expansion
Project Name

June 11, 2020
Date

907, 488-9745
Telephone No.

99705-5389
Zip Code

HB 20-02
Contract Number

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause of default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Allen Vezev; Secretary - Treasurer

Typed Name & Title of Authorized Representative

Allen Vezev

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-48 (11-88)



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

CERTIFICATION BY BIDDER
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
 enacted on 1/17/2014

We, the bidding prime contractor and subcontractors, as named below, hereby certify that all the American iron and steel used in the Project named Piedad Springs Expansion, also identified as Project Loan No _____ will comply with the Use of American Iron and Steel Law, or obtain the necessary waiver(s) from the U.S. Environmental Protection Agency.

Prime Contractor Name: Lakloey, Inc.

Allen Vezay
 Signature of Official

Allen Vezay
 Printed name

June 11, 2020
 Date

<u>Subcontractor Name</u>	<u>Signature of Official</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 00320 – BID BOND

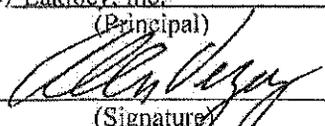
KNOW ALL PERSONS BY THESE PRESENT, that Lakloey, Inc.
as Principal, and Berkley Insurance Company as Surety,
are held and firmly bound unto THE BOROUGH OF HAINES hereinafter called "OWNER," in the
sum of Five Percent of the Bid Amount (5%) dollars, (not less than five percent of the
total amount of the Bid) for the payment of which sum, well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

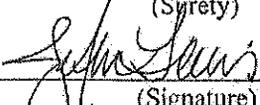
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required
under the Bid Schedule of the OWNER's Contract Documents entitled:

PIEDAD SPRINGS EXPANSION
Contract No. HB 20-01

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time
and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a
written Agreement on the form of Agreement bound with said Contract Documents, furnishes the
required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then
this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is
brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by
said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 3rd day of June, 2020.

(SEAL) Lakloey, Inc.
(Principal)
By: 
(Signature)
Allen Vezey, Secretary/Treasurer

(SEAL) Berkley Insurance Company
(Surety)
By: 
(Signature)
JoAnna Lewis, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *David R. Hale; JoAnna Lewis; Brittany E. Hale; or Michael D. Hale of Hale & Associates, Inc. of Fairbanks, AK* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Twenty Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5th day of March, 2019.

Attest:

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 5th day of March, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5 day of June

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 20-1031
Assembly Meeting Date: 6/23/20

Business Item Description:	Attachments:
Subject: Code Change to allow small farm animals under Agriculture, Personal Use	1. Ordinance 20-06-573 2. Planning Commission Request for Action
Originator: Planning Commission	
Originating Department: Lands/Administration	
Date Submitted: 06/12/20	

Full Title/Motion:
Motion: Introduce Ordinance 20-06-573 and schedule it for two public hearings 07/14/20 and 07/28/20.

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

Fiscal Impact:

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

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

Summary Statement:
The Planning Commission considered comments from the public which led them to recommend a code change allowing residents to keep small farm animals for personal use in all residential zones irrespective of the size of the lot.
After the Planning Commission meeting, the Clerk's Office amended the proposed Ordinance to suggest additional changes for clarity which are consistent with the Planning Commission's intent.

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

Assembly Action:
Meeting Date(s): 06/23/20, 7/14/20, 7/28/20
Public Hearing Date(s): 7/14/20, 7/28/20
Postponed to Date: _____

An Ordinance of the Haines Borough amending Haines Borough Code Title 18 to Allow Small Farm Animals under Agriculture, Personal Use.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

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

Section 4. Amendment of Section 18.20.020 Section 18.20.020 of the Haines Borough Code is hereby amended, as follows:

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

18.20.020 Definitions – Regulatory.

"Agriculture, personal use" means a use involving the growing of vegetation or raising of animals for beautification, consumption or barter, including: ornamentals, vegetables or the keeping of any combination of up to six small farm animals (~~as described in HBC 18.60.020(C)(2)~~) on lots of less than one acre and 12 on lots greater than one acre grown for use as food, but which do not produce objectionable odors, noise or nonpoint source pollution. Personal use agriculture does not include **roosters or** the keeping of animals capable of growing to 75 pounds or more. Greater numbers of small animals than specified herein will be considered animal husbandry and shall be regulated by HBC 18.60.020(C).

Section 5. Amendment of Section 18.20.020 Section 18.20.020 of the Haines Borough Code is hereby amended to add:

18.20.020 Definitions – Regulatory.

"Small Farm Animals" means fowl, rabbits or other small farm animals being raised as a hobby, for the production of eggs, butchering, or the use of their fur or pelt, may be kept on any residential lot.

Section 6. Amendment of Section 18.60.020(C)(2): Section 18.60.020(C) of the Haines Borough Code is hereby amended, as follows:

18.60.020 Special Approval Criteria

...

(C) Animal Husbandry

...

2. Small **Farm** Animals. Small farm animals such as fowl, rabbits or other small animals being raised ~~as a hobby~~, for the production of eggs, butchering, or the use of their fur or pelt, may be kept on any lot with

Haines Borough
Ordinance No. 20-06-573
Page 2 of 2

a total lot area of one-half acre or more, with at least 500 square feet dedicated to the keeping of the animals – including cages and storage buildings.

...

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

ATTEST:

Jan Hill, Mayor

Aleka Fullerton, Borough Clerk

Date Introduced: ___/___/20
Date of First Public Hearing: ___/___/20
Date of Second Public Hearing: ___/___/20



Haines Borough
BOROUGH ASSEMBLY
ACTION REQUEST

DATE: June 11, 2020

TO: Borough Assembly

FROM: Borough Planning Commission

SUBJECT: Draft Ordinance: Agriculture, Personal Use in Title 18

ACTION:

Ferrin moved to refer the draft ordinance to the assembly and the motion carried unanimously.

RATIONALE:

Remove specific approval criteria 18.60.020(N) from the definition of "Agriculture, Personal Use". Removing the specific approval criteria will allow up to 6 Hens on lots smaller than one half acre as a use by right in all allowed zones.

BOARD REQUEST:

The Planning Commission requests that the Assembly adopt draft ordinance.

SUBMITTED BY *Diana Lapham*
Diana Lapham, Chair
Haines Borough Planning Commission

An Ordinance of the Haines Borough amending Haines Borough Code Title 18 Land Use/Development to provide definitions and zoning regulations for Agriculture, Personal Use.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

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

Section 4. Amendment of Section 18.20.020 Section 18.20.020 of the Haines Borough Code is hereby amended, as follows:

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

18.20.020 Definitions – Regulatory.

“*Agriculture, personal use*” means a use involving the growing of vegetation or raising of animals for beautification, consumption or barter, including: ornamentals, vegetables or the keeping of any combination of up to six small animals ~~(as described in HBC 18.60.020(C)(2))~~ on lots of less than one acre and 12 on lots greater than one acre grown for use as food, but which do not produce objectionable odors, noise or nonpoint source pollution. Personal use agriculture does not include the keeping of animals capable of growing to 75 pounds or more. Greater numbers of small animals than specified herein will be considered animal husbandry and shall be regulated by HBC 18.60.020(C).

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

ATTEST:

Jan Hill, Mayor

Alekkka Fullerton, Borough Clerk

Date Introduced: ___/___/20
Date of First Public Hearing: ___/___/20
Date of Second Public Hearing: ___/___/20



Haines Borough
Assembly Agenda Bill

Agenda Bill No.: 20-1027Assembly Meeting Date: 06/23/20

Business Item Description:	Attachments:
Subject: Ballot Proposition to Amend Charter regarding Emergency Police	1. Ordinance 20-06-574 2. Resolution 19-11-835S
Originator: Borough Assembly	
Originating Department: Borough Assembly	
Date Submitted: 6/9/20	

Full Title/Motion:

Motion: Introduce Ordinance 20-06-574 and schedule it for two public hearings 7/14/20 and 7/28/20.

Administrative Recommendation:

This ordinance is recommended by the Government Affairs and Services Committee.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 0	\$ 0	\$ 0	Lease approved by later ordinance

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives:

Consistent: Yes No**Summary Statement:**

Haines Borough Charter Section 6.01 grants the Borough power to provide for emergency dispatch Areawide. The assembly has directed the manager to have the Police Department respond to urgent calls (defined as imminent threat to life or property, or an articulable crime in progress) and to allow them to assist both AST and the Fire Department/EMS as requested.

Resolution 19-11-835S was adopted 12-10-19 and called for the expansion of emergency dispatch to include emergency services to be put to the voters at the October 6, 2020 regular election.

This ordinance has been developed by the Government Affairs and Services Committee and is the mechanism to put the proposition to the voters.

Referral:

Referred to: GASC

Referral Date:

Recommendation: Develop Ordinance to put proposition to the voters.

Meeting Date: 06/09/20

Assembly Action:

Meeting Date(s): 6/23/20, 7/14/20, 7/28/20

Public Hearing Date(s): 7/14/20, 7/28/20

Postponed to Date:

An ordinance of the Haines Borough placing a proposition on the October 6, 2020 Haines Borough General Election ballot to amend Borough Charter Section 6 to provide for Police Emergency Response Outside the Townsite

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is a non-code ordinance authorizing placing a proposed amendment to the Haines Borough Charter 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. Proposed Amendment of Charter Section 6.01. It is hereby determined to be for a public purpose and in the public interest of the Haines Borough to place a question on the October 6, 2020 regular Haines Borough General Election ballot that would amend the Haines Borough Charter, to add Police Emergency Response Outside the Townsite as follows:

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

Charter Section 6.01 Areawide Powers

The Haines Borough shall exercise areawide the powers to provide for tax assessment and levy; planning, platting, zoning; and education.

In addition, the borough may exercise on an areawide basis, by ratification of this charter, the powers to provide for the following services:

- (1) control of hazardous substances,
- (2) emergency medical services and other medical services,
- (3) emergency dispatch **including emergency police and fire response**,

...

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

AMEND CHARTER 6.01 TO AMEDND THE DEFINITION OF EMERGENCY DISPATCH TO INCLUDE EMERGENCY RESPONSE

Shall Section 6.01 of the Haines Borough Charter be amended to provide for Emergency Response as well as emergency dispatch?

Section 5. Amendment of Chapter 2.40.040. Chapter 2.40.040 of the Haines Borough Code of Ordinances is amended as follows:

2.40.40 Emergency Police Response

A. Emergency Police Response outside the Townsite. The police may provide emergency response outside of the townsite when, either:

- 1. There is no Alaska State Trooper (not including a Wildlife Trooper) assigned to the Haines Post; or**
- 2. Pursuant to a mutual aid agreement with the Alaska State Troopers.**

B. The Townsite Area Fund (Fund 02) shall be reimbursed from the General Fund (Fund 01) to compensate for emergency response services based on actual responses in the prior fiscal year.

Section 6. Sections 3, 4 and 5 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 JULY, 2020.

Jan Hill, Mayor

Attest:

Alekk Fullerton, CMC, Borough Clerk

HAINES BOROUGH
RESOLUTION No. 19-11-835S

Adopted

A Resolution of the Haines Borough Assembly interpreting Haines Borough Charter Section 6.01 Areawide Powers (3) emergency dispatch to include the dispatch of all emergency services including emergency police services.

WHEREAS, Haines Borough Charter Section 6.01 grants the Borough power to provide for emergency dispatch Areawide; and

WHEREAS, on November 6, 2018, the assembly directed the manager to have the Police Department respond to urgent calls (defined as imminent threat to life or property, or an articulable crime in progress) and to allow them to assist both AST and the Fire Department/EMS as requested; and

WHEREAS, the Haines Borough currently dispatches for fire, ambulance and police; and

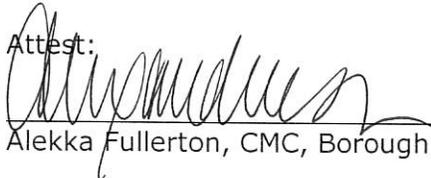
WHEREAS, Section 18.09 of the Haines Borough Charter defines "emergency" as "an unforeseen occurrence or condition which results or apparently will result in an insufficiency of services or facilities substantial enough to endanger the public health, safety or welfare"; and

WHEREAS, Black's Law dictionary defines "dispatch" to mean "sending off with speed";

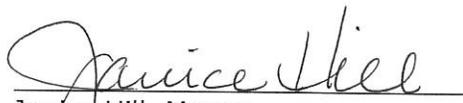
NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly interprets Haines Borough Charter Section 6.01 Areawide Powers (3) emergency dispatch as allowing the police department to respond to emergencies outside the Townsite until the Haines Borough voters have settled the question of emergency police services at the October 6, 2020 regular election. These emergency services shall be paid for from sales tax revenue (general fund as a general municipal purpose).

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 10th day of December, 2019.

Attest:


Alekka Fullerton, CMC, Borough Clerk




Janice Hill, Mayor

Mayoral Appointment – 06/23/20

Museum

Reappointment of Sue Chasen - term ends 11/22

Appointment of Kim Chetney – term ends 11/22

Chilkat Center Advisory Board

Reappointment of Tara Bicknell - term ends 11/22



From: [Kelleen Adams](#)
To: [Alekka Fullerton](#)
Subject: re: Board seat recommendations
Date: Saturday, June 13, 2020 8:55:17 AM

EXTERNAL EMAIL: Do not open links or attachments unless you recognize the sender and know the content is safe.

Dear Alekka,
The Haines Sheldon Museum Board of Trustees would like to recommend Sue Chasen and Kim Chetney to the museum board.
Thank you,
Kelleen Adams
Board President

Haines Borough Application for Board Appointment

RECEIVED

JUN 15 2020

**HAINES BOROUGH
CLERK'S OFFICE**

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

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

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

Name: Sue Chasen
 Residence Address: 7.5 mile Haines Highway
 Mailing Address: P.O. Box 862
 Business Phone: 766-2083 Home Phone: 766-2083 2083
 Fax: _____ Email: casseopeia@mac.com

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

Sue Chasen
 Signature of Applicant

June 12, 2020
 Date

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

I was the VP of this Board for two years.
As the president of the Historical Society it
makes sense for mutual collaboration.

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

Haines Borough Application for Board Appointment

Appointment (I am not currently on the board)

Reappointment (I am currently a member of the board)

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

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

Name: KIM CHETNEY
 Residence Address: 7.5 MILE MUD BAY ROAD
 Mailing Address: PO BOX 596
 Business Phone: 949.412.8358 Home Phone: 907.766.3993
 Fax: — Email: kim@vikingcove.com

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


 Signature of Applicant

5.26.20
 Date

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

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

Form Rev.7-16

Kim H. Chetney

PO Box 596

Haines, Alaska 99827

kim@vikingcove.com

(949)412-8358

EDUCATION

1984 – Scripps College, Claremont, CA, B.A. Psychology

1986 – Claremont Graduate University, Claremont, CA, M.A. Education

EXPERIENCE

Viking Cove Guest Homes

Haines, AK

Owner and Operator 2013-present

Entrepreneur in charge of sales, management, and promotion of eleven-acre Alaskan venue for group events. Direct communication, facilitation, and coordination of events with clients, vendors, contractors, and local businesses. Brand management including social media promotion, website design and promotional products and materials. Actively seek to coordinate with national and international companies to successfully profile the unique location to interested clients.

National Retirement Partners

Capistrano Beach, CA

Event Coordinator 2003-2011

Managed, coordinated, and organized events for National Retirement Partners including national conferences held in Hawaii, Dana Point, San Juan Capistrano and Palm Desert, California. Directed event planners, met with resort management, and managed details for events with 250+ attendees. Oversaw numerous business events for brokers, dealers, and company personnel. Brand management including conference brochures, collateral, and company promotional materials.

Boys and Girls Club of Capistrano Valley

San Juan Capistrano, CA

Fundraiser 1999-2011

Managed, coordinated, and hosted numerous events to raise money for operating costs and to help generate 4.2 million for the Capital Campaign to build a new Teen Center. Enlisted volunteers, generated enthusiasm in addition to funds and promoted community awareness. Host & Coordinator, Holiday Event, 1999, 2009; Member, Board of Regents, 2005-2009; Member, Capital Campaign for Teen Center, 2007-2009; Chair, Silent Auction, Annual

Fundraiser, 2004; Chair, Silent Auction, Annual Fundraiser, 2002

Kim H. Chetney
2

St Margaret's Episcopal School

San Juan Capistrano, CA
Chairperson, Coordinator
1999-2005

Arts Alliance Fine Arts Festival, Co-Chair, 1999, 2000 Liaison and Member in charge of publicity and communication, Arts Alliance, 1999. Coordinated and designed flyers for SMES Arts Alliance for the General Meetings and Events Schedules, 1999, 2000 Co-Chair, Fundraiser, Organized Vendors for Holiday "Madness" Boutique for the Arts Alliance, 1999. Volunteer, Fundraiser, "Hoot & Howl" Tartan Faire, 1999
Chair, Original Works Yours, 1997 Holiday Event Coordinator, 1999 – 2005

San Juan Hills High School, San Juan Capistrano, CA

Fundraiser, USTA Tennis Coach 2004 - 2009

Rhode Island School of Design Museum Providence, RI

Teacher, Curatorial Administrative Assistant, Museum Events 1986-1988

Otis Art Institute, Los Angeles, CA

Intern, Administrative Assistant, Fundraising, Events 1979-1983

Chicago Art Institute, Chicago, IL

Assistant to the Volunteer Coordinator, 1983-1985 Scheduling and training of volunteers.

Clear Multiple Subject Teaching Credential

Issuing Authority: State of California
Issued Jul 1989 Expires Aug 2024
Credential ID 081129744

For more info, including skills and endorsements:

<https://www.linkedin.com/in/kimchetney/>

From: [Tara Bicknell](#)
To: [Alekka Fullerton](#)
Cc: [Annette Smith](#)
Subject: Bicknell Re-Appointment Request
Date: Tuesday, April 07, 2020 5:06:40 PM

EXTERNAL EMAIL: Do not open links or attachments unless you recognize the sender and know the content is safe.

Dear Alekka,

In our April 7 meeting, the Chilkat Center Advisory Board unanimously approved a motion to re-appoint me to the Board, and I would accept a re-appointment should the Borough oblige.

Please let me know if you need a copy of the motion (minutes are still in draft form), an application or anything else to make the re-appointment official.

Many Thanks,

Tara

Notes from the Town Hall – Take Two

June 17th, 2020

Meeting began at 6:00 PM with about 35 participants on Zoom and 9 participants on Facebook Live.

- Recommends being cautious and strict on things we CAN control
- Encourages messaging campaign and outreach on recommended measures
- Supports recommendation for added 14-day quarantine for all travelers
- Suggestion to develop sub-categories for the Medium Risk category
- Question of why the EOC recommended limiting to groups of 10 people when the State recommends up to 50 people
- Agrees with idea to be cautious and strict to keep community from reaching High Risk; focus on keeping it at Low
- Wants to see more masks and more community buy-in for masks; some businesses are requiring masks, this is good
- For future positive cases, is it possible to notify the community when all tracer contact work is complete?
- Question about self-tracking social interactions – is there a resource to help track?
- Agrees with previous comments to be cautious/strict, push messaging
- Agrees with caution on cruise ships
- Likes seeing mask wearing in businesses
- Discussion of 4th of July – Chamber will keep community updated on decision
- Observation of recent increase in mask wearing, messaging is good, still not enough masks, may take Assembly action
- Feel we are still in the First Wave, more tourist now, not safe yet
- Masks – have them available everywhere for everyone, use CARES Act money; comparison to condoms
- Masks – start small, maybe ask meeting organizers to require masks
- Masks – community is diverse, perhaps mask messaging could appeal to all the reasons to wear one for the protection of others; suggest using younger people to help with PSAs
- Masks – make available to everyone
- Masks – model mask wearing by leaders is good leadership
- Is there Borough Code on the books already about infectious disease...this could help enact measures
- Masks – seeing more in town, but need to work on businesses to increase masking; feeling judged if wearing one, kids too feeling alienated if wearing one
- Masks are important, make them available, consider Assembly action on this
- Mask messaging – try making it cool
- Visit to Anchorage Zoo observation – masks were required and available; storefronts had requirements clearly posted
- KINY is doing regular PSAs, maybe KHNS could too; strongly advise businesses to require masks
- Shaming doesn't work, no one is intentionally transmitting the virus, we are all well-intentioned
- Hard to feel safe in stores without plexiglass and where it is crowded, staff without masks

8:00 PM update on participation – 48 participants on Zoom, 15 on Facebook Live

- Idea to avoid mask shaming, encourage respect for personal choices.
- Comparison to smoking and how it used to be accepted and now is not because it was a public health issue, not a political issue
- EMS folks, we need to protect them, it is a small group, fragile organization
- Thankful for businesses who do mask up, taking initiative
- Who is on the EOC?
- Hand sanitizer stations, appreciate businesses offering them outside, perhaps Borough can help procure since it is difficult to find supplies
- Contact tracing – unrealistic to expect people to remember the last 14-days of contacts, consider recommending people keep a daily tracker to help in the future
- Have been lax on masking myself, but avoiding places as a measure; businesses who require masks have made me think of bringing one along
- What is open in town?...updates in newspaper and on website would be helpful to know what is open, curbside only, listing businesses who require masks; creative way to encourage masking by recognizing those businesses who do
- Recommendation for consistency in masking/measures between Borough offices and facilities, good modelling.
- Education campaigns – may be outside of the scope of the EOC and Borough, alternative might be to shift toward discussion with businesses...incentivize them?
- Use CARES Act funds to help provide masks, sanitizer, etc.
- Can you elaborate on the curfew idea?
- Idea for next Town Hall – What does it look like to live with Covid in Haines?

End of Town Hall.

Adopted 4/28/20
Amended 5/26/20

HAINES BOROUGH, ALASKA
RESOLUTION No. 20-03-854A

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 unless extended. On May 26, this Resolution was extended to correspond with the State's Interstate mandate.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this 28th day of April, 2020 and amended on the 26th day of May, 2020.

Attest:


Alekka Fullerton, CMC, Borough Clerk




Janice Hill, Mayor

Appendix A.

Haines Borough Critical Business, Industry or Economic Sectors

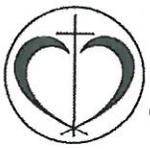
Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations. At this time, critical industries 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.



June 16, 2020

Mayor Janice Hill and Assembly Members
Haines Borough
PO Box 1209
Haines, Alaska 99827

Dear Mayor Hill and Assembly Members,

We are writing this letter to request funding for the provision and expansion of services through the Haines Senior Center in FY21. In the past, we have provided meal service at the Senior Center Monday through Thursday year-round, and it is our intention this year to provide five days of meal service to senior citizens in Haines. If the Haines Borough is willing to make the Senior Center available five days per week, we would like to provide regular meal service on Fridays – if that is not possible, we will explore other options for providing five days of meals to seniors.

We have estimated the cost of expanding our meal service to be \$58,000.00 above and beyond our regular funding. In order to come up with this figure, we multiplied our projected daily expenses by a factor of 1.25, since our days of service would be increasing by 25%. We do not anticipate expanded service to have an impact on expenses such as travel, training, vehicle repair, or phone or internet usage, so we did not increase those costs.

We anticipate that the expanded service will require:

- **\$48,375** additional funds for personnel expenses
- **\$9625** additional funds for supplies (\$200 for additional office supplies, \$725 for additional household/program supplies, \$1000 for additional home delivery containers, \$5200 for additional food costs, \$2500 for additional gas and oil).

At Southeast Senior Services, we strongly believe that adding additional meals and expanding our service will support the continued health and independence of Haines seniors. Particularly during this uncertain period of time where socialization for many seniors has decreased, it is more important than ever to support seniors as much as we can and provide frequent nutrition support and safety checks.

Thank you very much for your time and consideration!

Sincerely,

Marianne Mills

Marianne Mills,
Program Director

