


Haines Borough
Borough Assembly Meeting #330
AGENDA

February 14, 2017 - 6:30 p.m.

Location: Assembly Chambers, Public Safety Bldg.

Jan Hill
Mayor

Margaret Friedenauer
Assembly Member

Heather Lende
Assembly Member

Mike Case
Assembly Member

Tresham Gregg
Assembly Member

Tom Morphet
Assembly Member

Ron Jackson
Assembly Member

Brad Ryan,
Interim Manager

Julie Cozzi, MMC
Borough Clerk

Alekka Fullerton
Deputy Clerk

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 Assembly Meeting Minutes

11A1 – Adopt Resolution 17-02-708

11A2 – Adopt Resolution 17-02-709

*** 3. APPROVAL OF MINUTES – 1/24/17 Regular**

4. PUBLIC COMMENTS - Sign-up is NOT required

[This is for any topics not scheduled for public hearing.]

Note: during this section of the agenda, the assembly will listen and take notes. No official action will be taken at this time. Instead, comments and requests may be referred for further consideration to the administration, a committee, or a future assembly agenda.

5. ASSEMBLY COMMENTS

6. MAYOR'S REPORT/COMMENTS

A. Letter from Alaska Regulatory Commission regarding Haines Sanitation Inc.

B. Notice of Board Vacancies

The Mayor is advertising for various board vacancies, including but not limited to:

Public Safety Commission (*interested parties don't always apply when current commissioners reapply, there are 3 open seats with one commissioner reapplying*).

Historic Dalton Trail RMSA (*Darsie Culbeck is not a resident of Porcupine Rd and therefore he has been determined to be ineligible to serve on the RMSA as a Subzone 3 representative*).

Parks and Recreation Advisory Committee

Port and Harbor Advisory Committee

C. HEDC Presentation

7. PUBLIC HEARINGS

A. Ordinance 17-01-448 – Second Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 12 to designate Haines Borough parks and establish definitions and regulations.

*This ordinance is recommended by the Planning Commission and the Parks & Recreation Advisory Committee. It was introduced on 1/10/17 and had a first hearing on 1/24. **Motion:** Adopt Ordinance 17-01-448.*

B. Ordinance 17-01-449 – Second Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 18 Subsection 18.30.040(C) to clarify the publishing of planning commission agendas and packet.

*This ordinance is recommended by the planning commission and was introduced on 1/10/17. It had a first hearing on 1/24. **Motion:** Adopt Ordinance 17-01-449.*

8. STAFF/FACILITY REPORTS

A. Interim Borough Manager – 2/14/17 Report

B. CFO Report- 2/14/17 Report – FY17 Q2 General Fund Financial Report.

9. **COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES**
 - A. **Port & Harbor Advisory Committee** – *Minutes of 12/29/16*
 - B. **Solid Waste Working Group** – *Minutes of 1/16/17*
 - C. **Code Review Commission** – *Minutes of 1/17/17*
 - D. **Public Safety Commission**- *Minutes of 1/18/17 and Request for Action*
 - E. **Parks and Recreation Advisory Committee**- *Minutes of 12/5/16*
 - F. **Assembly Board Liaison Reports**
 - G. **Assembly Standing Committee Reports**
 1. **Commerce Committee** – Report of 1/19/17 Meeting (FRIEDENAUER)

10. UNFINISHED BUSINESS

A. Solid Waste Implementation Plan

On January 24, 2017, the assembly moved to postpone the following motion:

Motion: “to implement the cost-saving measures with regard to solid waste, until 2/14/17 to provide the manager an opportunity to bring an implementation plan.”

Since the motion is already on the table, discussion may resume at this time.

11. NEW BUSINESS

A. Resolutions

*1. **Resolution 17-02-708**

A Resolution of the Haines Borough authorizing and designating certain persons to sign and endorse checks pertaining to the borough’s First National Bank Alaska accounts, and authorizing certain persons as signatories for the Borough’s security cash accounts and investments.

*This resolution is necessary whenever there is a change in borough officers. In this case, a new interim borough manager has been appointed. **Motion:** Adopt Resolution 17-02-706.*

*2. **Resolution 17-02-709**

A Resolution of the Haines Borough Assembly certifying that the municipality did experience significant effects during the program base year from fisheries business activities that occurred within the FMA 17: Northern Southeast Fisheries Management Area.

*This is part of the annual application process for receiving fish tax revenue from the State of Alaska. **Motion:** Adopt Resolution 17-02-709.*

3. **Resolution 17-02-710**

A Resolution of the Haines Borough Assembly to Correct Manifest Clerical Errors in Four 2016 Property Tax Bills.

*This resolution is recommended by the interim borough manager. **Motion:** Adopt Resolution 17-02-710.*

4. **Resolution 17-02-711**

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with MRV Architects for an amount not-to-exceed \$111,046 for Haines Library Addition design and a cost estimation fee proposal.

*This resolution is recommended by the interim borough manager. **Motion:** Adopt Resolution 17-02-711.*

B. Ordinances for Introduction

1. **Ordinance 17-02-450**

An Ordinance of the Haines Borough Providing for the Addition or Amendment of Specific Line Items to the FY17 Budget.

*This ordinance is recommended by the interim borough manager. **Motion:** Introduce Ordinance 17-02-450 and set a first public hearing for 2/28/17 and a second public hearing for 3/14/17.*

2. **Ordinance 17-02-451**

An Ordinance of the Haines Borough approving conveyance of any interest the Haines Borough may have, if any, in Lot 16A, Carr’s Cove Subdivision, as depicted on Plat Number 97-22, Haines Recording District, First Judicial District, State of Alaska

This ordinance is recommended by the interim borough manager and borough attorney. This ordinance corrects the conveyance of land which was purchased at auction by Gregg Bigsby and Beth MacCready in 1997. A portion of the property purchased by Bigsby/MacCready was never transferred to them. This ordinance needs to be done to allow the Mayor to sign the deed to correct title to such parcel.

Motion: Introduce Ordinance 17-02-451 and set a first public hearing for 2/28/17 and a second public hearing for 3/14/17.

C. Other New Business

1. Sales Tax Exemption Request – Genesis Presbyterian Church

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

2. Further Discussion Regarding Lobbyist Priorities

Establishment of list of priorities to convey to lobbyist. The assembly may take some action with regard to creating a list of priorities.

3. Further Discussion Regarding Recruitment for Manager

As request by Margaret Friedenauer, A recruitment plan needs to be created now that the Borough Manager position is being advertised. The assembly may take some action with regard to creating a timeline for contacting applicants, setting interviews, etc.

12. CORRESPONDENCE/REQUESTS

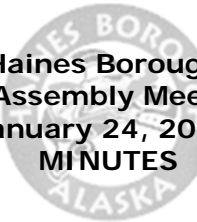
A. Letter from Carlos Jimenez Regarding Local Hire Preference

13. SET MEETING DATES

14. PUBLIC COMMENTS

15. ANNOUNCEMENTS/ASSEMBLY COMMENTS

16. ADJOURNMENT


Haines Borough
Borough Assembly Meeting #329
January 24, 2017
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 Jan **HILL**, and Assembly Members Tresham **GREGG (telephone)**, Ron **JACKSON**, Margaret **FRIEDENAUER**, Mike **CASE**, Tom **MORPHET**, and Heather **LENDE (telephone)**.

Staff Present: Alekka **FULLERTON**/Acting Clerk, Brad **RYAN**/Interim Manager, Jila **STUART**/Finance Director, Heath **SCOTT**/Police Chief, Krista **KIELSMEIER**/ Executive Assistant, Tina **OLSEN**/Accounting Clerk, Shawn **BELL**/Acting Director of Facilities, Brayton **LONG**/Police Officer, Helen **ALTEN**/Museum Director, and others.

Visitors Present: Suzanne **ASHE**/CVN, Emily **FILES**/KHNS, Bill **THOMAS**/Borough Lobbyist, Don **TURNER Jr.**, Diana **LAPHAM**, Mike **DENKER**, Haynes **TORMEY**, Marty **SMITH**, Brent **CROWE**, Andrew **GRAY**, Debra **SCHNABEL**, Evelynna **VIGNOLA**, Kay **CLEMENTS**, Jeremy **STEPHENS**, Don **TURNER III**, Stewart **DEWITT**, Candace **MUSTARD-SCOTT**, Carol **TUYNMAN**, and others.

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

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

- 3 – Approve Assembly Meeting Minutes
- 11A2 – Adopt Resolution 17-01-705
- 11C1 – Statement of non-objection to pending liquor license renewals

Motion: **CASE** moved to “approve the agenda/consent agenda,” and it was amended to remove Item 3 from the consent agenda. The motion, as amended, carried unanimously.

3. **APPROVAL OF MINUTES** – 1/10/17 Regular

Motion: **FRIEDENAUER** moved to “approve the minutes,” and it was amended to:

Clarify the previous amendment to remove “and said Haines has more cases” from the Magistrate’s report from the December 13, 2016 Meeting Minutes and remove the term “lengthy” from the description of Tom Morphet’s statement.

Correct **DENKER**’s public comment to provide “...assembly did not follow the charter which proscribes that the manager is selected solely on the basis of professional qualifications”.

The motion, as amended, carried unanimously.

4. **PUBLIC COMMENTS:** The following individuals made comments:

TUYNMAN, M. SMITH, VIGNOLA, CROWE, TORMEY, DEWITT, and DENKER

5. **ASSEMBLY COMMENTS:** The following assembly members made comments:

CASE and FRIEDENAUER. RYAN also made a comment.

6. **MAYOR’S REPORT/COMMENTS**

- A. Brief Presentation of FY17 Audit - Max Mertz (via telephone) made a PowerPoint presentation with **STUART** assisting.
- B. HEDC Presentation - Due to scheduling conflicts this will take place during the 2/14/17 assembly meeting.

7. **PUBLIC HEARINGS** –

- A. **Ordinance 17-01-448** – First Hearing

An Ordinance of the Haines Borough amending Haines Borough Code Title 12 to designate Haines Borough parks and establish definitions and regulations.

Mayor **HILL** opened and closed the public hearing; **TUYNMAN** spoke in favor of the ordinance. **MORPHET** reiterated his concern with including Portage Cove Park.

Note: Since the assembly already scheduled the second hearing for 2/14/17, no motion was needed unless some other action was desired such as amendments.

- B. Ordinance 17-01-449 – First Hearing**
An Ordinance of the Haines Borough amending Haines Borough Code Title 18 Subsection 18.30.040(C) to clarify the publishing of planning commission agendas and packet.

Mayor HILL opened and closed the public hearing; there were no public comments. There were no comments from the Assembly.

Note: Since the assembly already scheduled the second hearing for 2/14/17, no motion was needed unless some other action was desired such as amendments.

8. STAFF/FACILITY REPORTS

A. Interim Borough Manager – 1/24/17 Report

In addition to the written report, RYAN reported on the First Portage Cove and Trail planning meeting attended by approximately 32 people. He announced additional opportunities for public participation.

Motion: FRIEDENAUER moved “to implement the cost-saving measures with regard to solid waste,” **Motion to Postpone:** FRIEDENAUER moved to “postpone the motion until 2/14/17 to provide the manager an opportunity to bring an implementation plan.” Such motion passed absent objection.

B. Museum – Report of November-December 2016

C. Finance – 2016 Report Regarding Mosquito Lake Facility Rev and Expense

9. COMMITTEE/COMMISSION/BOARD REPORTS & APPROVED MINUTES

A. Museum Board of Trustees – Minutes of 12/20/16

B. Parks and Recreation Advisory Committee – Minutes of 11/16/16

C. Port and Harbor Advisory Committee – Minutes of 11/17/16

D. Tourism Advisory Board- Minutes of 11/10/16

E. Assembly Board Liaison Reports

Motion: FRIEDENAUER moved that “the Code Review Commission use their discretion in determining where they want to start reviewing code,” and the motion carried unanimously.

F. Assembly Standing Committee Reports

Finance,- CASE reported they are putting together a budget amendment to address the Police Department deficit. FNBA will work with the Senior Village regarding their loan request.

Commerce - FRIEDENAUER reported the Commerce Committee met and there will be a report coming soon.

10. UNFINISHED BUSINESS - None.

11. NEW BUSINESS

A. Resolutions

1. Resolution 17-01-704

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with proHNS LLC for an amount not to exceed \$70,896 for marine mammal observation services during construction of the Portage Cove Harbor Expansion project.

There was no public comment.

Motion: CASE moved to “adopt Resolution 17-01-704,” and the motion carried 4-3 in a roll call vote with GREGG, LENDE and MORPHET opposed and

the mayor breaking the tie in the affirmative.

***2. Resolution 17-01-705**

A Resolution of the Haines Borough Assembly supporting full funding (\$18,160,055) for the State of Alaska Municipal Harbor Facility Grant Program in the FY 2018 state capital budget.

The motion was adopted by approval of the consent agenda.

3. Resolution 17-01-706

Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with Carson Dorn, Inc. for an amount not to exceed \$66,225 to provide construction period services for the Wastewater Treatment Plant Upgrade project.

There was no public comment.

Motion: CASE moved to "adopt Resolution 17-01-706," and the motion carried unanimously in a roll call vote.

4. Resolution 17-01-707

A Resolution of the Haines Borough Assembly adopting the Alaska Capital Project Submission and Information System priorities (CPSIS) and legislative priorities for FY 2018.

There was no public comment.

Motion: JACKSON moved to "adopt Resolution 17-01-707," and the motion carried unanimously in a roll call vote.

B. Ordinances for Introduction – None.

C. Other New Business

*** 1. Liquor License Renewals**

Note: the Alaska Alcohol Beverage Control Board notified the borough of pending liquor license renewals for American Legion #12, Harbor Bar & Lighthouse Restaurant, and Port Chilkoot Distillery. The Board, prior to its final approval, gave the local government an opportunity to make a statement, if so desired. Since these are pre-existing liquor licenses, assembly action was optional.

2. Discussion about Lobbyist -

Motion: FRIEDENAUER moved that "the manager renegotiate a contract with Bill Thomas for lobbyist services through June 2017," and the motion carried in a 4-2 roll call vote with GREGG and MORPHET opposed.

Motion: (prior to 9:30pm) FRIEDENAUER moved that "we finish the meeting tonight," and the motion carried 4-2 with CASE and GREGG opposed.

3. Discussion about Recruitment for the Haines Borough Manager Position

Motion: FRIEDENAUER moved to "recruit for the Manager position for 30 days using the Alaska Only option contained in the 1/10/17 Clerk's Memo," and the motion carried 5-1 with MORPHET opposed.

4. Executive Session.

Motion: Friedenauer moved to "go into executive session as allowed by AS 44.62.310(c)(1) and Haines Borough Charter 18.03 to discuss with the borough attorney three legal matters: Nelson-Waterhouse Complaint, Wm. Seward Public Records Request and APEI Policy; these matters qualify for executive session because a public discussion may have an adverse effect on the borough' legal position and finances; the interim manager and the borough attorney are asked to attend." The motion carried 5-1 with CASE opposed.

Present: Mayor Hill; Assembly Members Morphet, Jackson, Lende (via telephone), Friedenauer, Case, and Gregg (on the telephone); Interim Manager Brad Ryan; and the Borough Attorneys Patrick Munson and Brooks Chandler. The executive session convened at 9:50 pm and ended at 11:03 p.m.

12. CORRESPONDENCE/REQUESTS

A. Citizen Complaint regarding Alleged Malfeasance

13. SET MEETING DATES

A. Joint School Board meeting will be either the February 8 or 15.
B. Government Affairs and Services Committee- TBD

14. PUBLIC COMMENTS: The following individual spoke at the meeting:

GRAY

15. **ANNOUNCEMENTS/ASSEMBLY COMMENTS:** The following assembly members spoke at the end of the meeting:

JACKSON, LENDE, MORPHET

16. **ADJOURNMENT – 11:13 p.m.**

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

ATTEST:

Janice Hill, Mayor

Alekkha Fullerton, Deputy Clerk



STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Bill Walker, Governor
Chris Hladick, Commissioner
Robert M. Pickett, Chairman

Regulatory Commission of Alaska

January 27, 2017

In reply refer to: Docket U-16-093
File: Haines Sanitation, Inc.

The Honorable Janice Hill
Mayor of Haines Borough
P.O. Box 1209
Haines, AK 99827
jhill@haines.ak.us

Floyd Thomas Hall
Haines Sanitation, Inc.
P.O. Box 290
Skagway, AK 99840
info@communitywastesolutions.com

Dear Mayor Hill and Mr. Hall:

Haines Sanitation, Inc. (HSI) provides public utility garbage and refuse collection and disposal (refuse) service within the Haines Borough under AS 42.05 pursuant to Certificate of Public Convenience and Necessity (Certificate) No. 203. Acme Transfer Company, Inc. (Acme Transfer) provides refuse service in the Haines Borough pursuant to Certificate No. 596. Acme Transfer is currently the only certificated public utility providing refuse service in competition with HSI. The Regulatory Commission of Alaska (Commission) is considering HSI's proposed acquisition of Acme Transfer in Docket U-16-093.

During this investigation, the Commission discovered that the Alaska Public Utilities Commission (APUC) conditionally exempted HSI from economic regulation under AS 42.05 by Order U-91-024(4). Attached for your convenience is a copy of Order U-91-024(4). This exemption was based on the City of Haines' rate regulation of HSI pursuant to the terms of a franchise agreement. The APUC

specifically stated that this “exemption is revoked if the City of Haines ceases its oversight of the rates of Haines Sanitation, Inc.” *See* Order U-91-024(4) at page 4.

HSI is apparently no longer rate regulated by local government, as the City of Haines merged into the Haines Borough in 2002 and the Haines Borough has no ordinances regulating refuse utility rates as required by AS 29.35.070(c). With the proposed acquisition of its only competitor, HSI would become an unregulated monopoly provider of essential refuse utility service should the exemption from economic regulation granted by Order U-91-024(4) remain in effect.

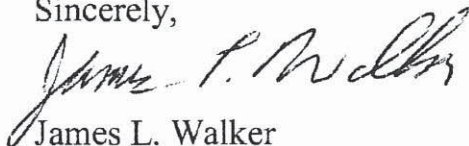
The Certificate held by Acme Transfer cannot be sold or transferred to HSI without the Commission’s prior approval under AS 42.05.281. Under AS 42.05.241, the Commission can attach conditions to the proposed transfer of Certificate No. 596 that it considers necessary to protect the public interest. These conditions may include revocation of the exemption granted by Order U-91-024(4).

Should the Commission determine that economic regulation of HSI is in the public interest, HSI’s rates will be set based upon the cost-of-service standards established in AS 42.05.361 through 42.05.441. HSI will also be obligated to file annual reports, pay regulatory cost charges under AS 42.05.254, maintain a formal tariff, and maintain its financial records in conformance with the Commission’s regulations.

The Commission would appreciate receiving any comments that the Haines Borough, HSI, or others might have regarding possible revocation of the exemption granted by Order U-91-024(4). Such comments should reference Docket U-16-093 and must be received by the Commission not later than March 2, 2017, if they are to be considered in this proceeding.

If you have any questions, please call or contact me at the addresses listed below.

Sincerely,



James L. Walker
Administrative Law Judge
Regulatory Commission of Alaska
701 W 8th Avenue, Suite 300
Anchorage, AK 99501

Mayor Hill and Mr. Hall
Letter Requesting Comments

January 27, 2017
Page 2

direct line: 907.263.2138
email: jim.walker@alaska.gov

Attachment

cc: Acme Transfer Company, Inc. (bigfootauto@aptalaska.net)
Haines Borough Solid Waste Working Group:
Diana Lapham (lapham@aptalaska.net)
Jeremy Stephens (solutions@prohns.com)
Philip Reeves (pareeves55@gmail.com)
Reilly Kosinski (akoutreach@totalreclaim.com)
Stephanie Scott (sscott@aptalaska.net)
Darsie Culbeck (darsie@live.com)
Sally Garton (info@communitywastesolutions.com)
Margaret Friedenauer (mfriedenauer@haines.ak.us)
Brad Ryan (bryan@haines.ak.us)

HAINES BOROUGH

HAINES, ALASKA

PUBLIC NOTICE

BOARD/COMMISSION APPOINTMENTS

The following Boards/Commissions currently have open seats:

Chilkat Center Advisory Board

(2 open seats)

Historic Dalton Trail RMSA

(1 seat for Porcupine Rd and 1 seat for Eagle Vista/Corrina Avenue)

Library Advisory Board

(2 open seats)

Museum Board of Trustees

(2 open seats)

Parks and Recreation Advisory Committee

(1 open seat)

Port & Harbor Advisory Committee

(1 seat for non-commercial vessel experience)

Public Safety Commission

(3 open seats)

Riverview Drive RMSA Board

(2 open seats)



Mayor Jan Hill is looking for **Haines Borough residents** from diverse backgrounds willing to donate their time, talent and energy to serve on a Haines Borough Committee, Board or Commission. Haines Borough has several citizen advisory committees that cover a wide range of topics and appeal to a variety of interests. The Mayor and Borough Assembly rely on these volunteer citizen groups for thoughtful advice to create policies and develop programs.

These are mayor-appointed positions. If interest, please complete an Application for Board Appointment on the Borough's website or available from the Borough Clerk. Submit applications directly to:

Borough Clerk's Office

Haines Borough

P.O. Box 1209 or 103 Third Ave. S.

907-766-2231 ext.31 or 36

jcozzi@haines.ak.us or afullerton@haines.ak.us

www.hainesalaska.gov

(Note: Travel assistance funds are available for advisory board members traveling more than 10 miles one way to attend regular meetings.)

Posted: 2/8/17, Alekka Fullerton, Deputy Clerk



Agenda Bill No.: 17-705
 Assembly Meeting Date: 01/24/17

Business Item Description:	Attachments:
Subject: Designate Haines Borough Parks and establish definitions and regulations	1. Ordinance 17-01-448 2. Request for Action from Planning Commission 3. Record of Decision PRAC
Originator: Planning Commission	
Originating Department:	
Date Submitted: 11/10/16	

Full Title/Motion:
 Motion: Adopt Ordinance 17-01-448.

Administrative Recommendation:

Fiscal Impact:

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

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

Summary Statement:
 The Borough Code does not currently describe the Borough parks nor does it provide any regulations for the same. This is supported by the Planning Commission and the Parks & Recreation Advisory Committee.

Referral:
 Referred to: Planning Commission
 Recommendation: _____
 Referral Date: _____
 Meeting Date: 11/29/16

Assembly Action:
 Meeting Date(s): 1/10, 1/24/17, 2/14/17
 Public Hearing Date(s): 1/24, 2/14/17
 Postponed to Date: _____

An Ordinance of the Haines Borough amending Haines Borough Code Title 12 to designate Haines Borough parks and establish definitions and regulations.

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 Title 12. Title 12: Streets, Sidewalks, and Public Places of the Haines Borough Code is hereby amended to add a new chapter, as follows:

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

Title 12: Parks, Streets, Sidewalks, and Public Places

Chapters

- 12.04 Street Grades
- 12.08 Road and Sidewalk Construction, Maintenance, and Repair
- 12.10 Driveways
- 12.12 Building Numbering System
- 12.16 Street and Sidewalk Use Restrictions
- 12.20 Street Lights
- 12.30 Parks**
- 12.40 Picture Point Park
- 12.50 Chilkat River Beaches Recreational Zone.

Chapter 12.30
PARKS

Sections:

- 12.30.010 Definitions**
- 12.30.020 Borough Parks**
- 12.30.030 Regulations**

12.30.010 Definitions.

"Park" is a park, reservation, playground, beach, recreation area, scenic area, or any other area of the borough, owned or controlled by the borough, and devoted to active or passive recreation.

"Camping" is the presence of any person sleeping in any motor vehicle or camper unit between the hours of midnight and 6am, or sleeping on the ground, with or without any shelter, sleeping pad, etc. between the hours of midnight and 6am on any land owned or controlled by the borough.

12.30.020 Borough Parks.

The following properties are designated as Haines Borough Parks:

- A. Tlingit Park,**
- B. Tlingit Park Playground,**
- C. Picture Point Park Uplands,**
- D. Lookout Park,**
- E. Oslund Park (ballfields and skate park),**
- F. Emerson Field,**
- G. George Mark Park,**
- H. Library Totem Park,**
- I. Tanani Point Park,**
- J. Chilkat River Beaches Recreation Area,**
- K. Carr's Cove Park,**
- L. Skyline Park,**
- M. Overlook Park, and**
- N. Portage Cove Park.**

12.30.030 Regulations

- A. Camping is prohibited except during special events approved by the Borough Manager.**
- B. Camp fires may only be made in fire rings provided by the borough.**
- C. Cutting standing trees, either live or dead, is prohibited.**

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS ____
DAY OF _____, 2016.

ATTEST:

Janice Hill, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 01/10/17
Date of First Public Hearing: 01/24/17
Date of Second Public Hearing: 02/14/17



Haines Borough
**BOROUGH ASSEMBLY
ACTION REQUEST**

DATE: November 10, 2016

TO: Borough Assembly

FROM: Planning Commission

ACTION:

Josephson moved to amend Section 12.30.030(C) to say: **Cutting standing trees, either live or dead, is prohibited.** Turner seconded and the motion carried unanimously.

Turner moved to recommend the assembly adopt the draft Parks ordinance as amended. Miller seconded and the motion carried unanimously.

RATIONALE:


The amendment is offered to clarify the distinction between standing trees and felled trees.

BOARD REQUEST:

Adopt Ordinance ~~16-11-447~~, as amended.

17-01-448

SUBMITTED BY



Holly Smith



Haines Borough
Parks and Recreation Advisory Committee
RECORD OF DECISION

DATE: November 16, 2016
TO: Borough Assembly
FROM: Parks and Recreation Advisory Committee (PRAC)

BOARD DECISION:

PRAC unanimously supported Ordinance ¹⁷⁻⁰¹⁻⁴⁴⁸~~16-11-447~~ but requests the following clarifications:

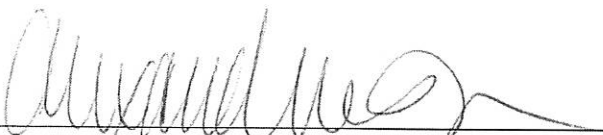
Clarify details in Section 12.30.020 as follows:

- Specify Picture Point Park **uplands** to distinguish from 12.40 Picture Point Park tidelands;
- Add **Overlook Park** (Skyline Estates Lot 13), to distinguish from Skyline Park (Skyline Estates Lot 15).

RATIONALE:

It is hoped that the above change will clarify the specific areas addressed.

SUBMITTED BY


Alekka Fullerton, Deputy Clerk



Agenda Bill No.: 17-704
 Assembly Meeting Date: 01/24/17

Business Item Description:	Attachments:
Subject: Clarify Planning Commission Agenda Packet Publishing	1. Ordinance 17-01-449
Originator: Planning Commission	
Originating Department: Borough Assembly	
Date Submitted: 11/11/16	

Full Title/Motion:
 Motion: Adopt 17-01-449.

Administrative Recommendation:

Fiscal Impact:

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

Comprehensive Plan Consistency Review:

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

On 11/10/16, the Planning Commission passed a motion recommending the assembly adopt this ordinance. It would amend Haines Borough Code Title 18 Subsection 18.30.040(C) to clarify the publishing of planning commission agendas and packets.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 1/10/17, 1/24/17, 2/14/17	Public Hearing Date(s): 1/24/17, 2/14/17
	Postponed to Date:

HAINES BOROUGH, ALASKA
ORDINANCE No. 17-01-449

Draft

An Ordinance of the Haines Borough amending Haines Borough Code Title 18 Subsection 18.30.040(C) to clarify the publishing of planning commission agendas and packets.

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 Subsection 18.30.040(C). Subsection 18.30.040(C) of the Haines Borough Code is hereby amended as follows:

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

18.30.040 Planning commission.

C. The commission shall meet on the second Thursday of each month at ~~7:00~~ **6:30** p.m., or at another regularly scheduled time as determined by a majority vote of the commission, or upon call of the chair. An agenda shall be prepared **in packet form** for each meeting **and provided to the commissioners and the public five calendar days in advance of the meeting**. The agenda shall state the name of the Haines planning commission, the time, date and place of the meeting and a list of all agenda items. The agenda shall give a brief description of each item to be addressed, proposed development or other activity and state the action requested of the planning commission. ~~The commission shall establish, by resolution, at least three locations in the borough for posting of the agenda.~~ The agenda shall be **publicly** posted at these locations at least 72 hours prior to the time of the meeting **in the same locations and manner as those for the assembly meetings**.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS 10th DAY OF JANUARY, 2017.

ATTEST:

Janice Hill, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 01/10/17
Date of First Public Hearing: 01/24/17
Date of Second Public Hearing: 02/14/17



Report

from the
Borough Manager

Date: 2/14/2017

To: Mayor and Borough Assembly

From: Brad A. Ryan, Interim Borough Manager

Re: **Manager's Report**

MANAGER'S PRIORITIES

- Lobbying: I executed a contract modification with Bill Thomas to provide lobbying services for the Haines Borough through June 30, 2017. The current direction is to lobby on the issues outlined in Haines Borough Resolution 17-01-707. I have also been working with Mr. Thomas on trying to secure a portion of the \$38 million from the Juneau Access Road Funds. Please see Mr. Thomas's attached report.
- The Borough Manager position is currently being advertised and closes March 3, 2017 at 5:00pm.
- ADF&G Sport Ramp: The RFP for the sport ramp closes February 14th and then the state will select a design firm. I wanted to confirm the Haines Borough's role in the process and this is the following email response I received from Michael Wood at ADF&G: "Once the contract is awarded, the borough will be involved every step of the way in all the concept/design/permitting/bid doc reviews and all the way to the completed construction inspection. The design consultant contract will be an ADF&G contract where we will negotiate engineering costs with them directly and pay them directly, but basically the product they produce will be a Borough construction contract so you will need to be involved directly throughout the remaining project. Hope that helps."
- Police: Assemblyman Tom Morphet asked, "Can you check on two questions. 1) Are borough police officers insured for responding to calls outside the townsite *when they haven't been requested to assist by troopers*? I understand there's a mutual aid agreement between the troopers and our cops when each seeks the assistance of the other. I also understand that cops, because they're licensed by the state, can prosecute state law whenever or wherever they see it being broken. My question is, does our insurance cover our cops *when, independently of troopers, they elect to respond to calls outside their coverage area*? 2) Is the borough under any legal obligation to send police to areas outside the townsite when troopers aren't responding to a 911 call or have chosen to not respond? Thanks again. -TM"

In answer to the first question, the borough is insured for our officers outside of the townsite. In response to the second question, see the following response from Borough Attorney Brooks Chandler, "*There is no legal obligation for the Borough police to respond outside the service area to a 911 call. For example, Anchorage police do NOT respond to traffic accidents on the Seward Highway that are outside their police service area. That is the rule. The exception would be if the Department has adopted a written policy and/or established a past practice which would lead folks to have a reasonable expectation we would respond and/or if we have a mutual aid agreement with the Troopers which obligates us to respond if requested by the Troopers.*"

If we do have a past practice of responding, any change in that practice should be done with a reasonable period of public notice- Probably a month would do it although it might also make sense to do this at the start of a fiscal year. Another Anchorage based example is the State Trooper pull out from Girdwood. This was announced in writing with about 3 months' notice (later extended). If we have a mutual aid agreement with the Troopers and the Troopers have pulled out or are otherwise not around (not filling a vacancy without officially noticing a pull out for example) the Borough would want to consider cancelling the mutual aid agreement (which obviously would no longer be 'mutual')."

- **Visitor's Center Building:** There has been considerable conversation about the visitor's center building and what we should do with it. The visitor's center building is inefficient, in need of some serious repair, and potentially not located in the best location for visitors. Recent discussions have been to relocate the visitor's center at the museum or the library. I think both places have their benefits, but I would like to see if we could start a discussion about this topic. It is somewhat timely in that both the library and the museum are exploring expansion options and, if a decision was made to pursue one of these locations, they could be incorporated into the designs. I am considering taking this idea to the Planning Commission and/or a committee if this seems like a reasonable idea to the Assembly.
- **Lutak Dock:** R&M completed their final public meeting, hosting a joint Ports and Harbor and Planning Commission workshop at the Chilkat Center. Based on the community input from previous meetings, R&M presented five conceptual designs with associated cost estimates and an alternative analysis summary. Ports and Harbor and the Planning Commission intend to use this information to make a recommendation to the Assembly on how to proceed. If you missed the meeting and want to see the presentation and other materials, please visit www.lutakdock.com.
- **Portage Cove Interpretive Trail:** Corvus Design held its first two community meetings in Haines to develop conceptual designs for a harbor park and interpretive trail along Portage Cove. For a summary of the meetings please see the project site at <http://portagecove.blogspot.com/>

FACILITIES/PUBLIC WORKS

- Thanks to the public works crew, the sand truck is up and running and it appears to have come out of this ordeal unscathed. However, it does raise a bigger concern that the sand truck is an old vehicle and public works does not have a backup sander should we have issues in the future. We have identified that DOT will be putting a sanding truck up for surplus in the spring of 2017 and we feel it would be an economic way (current cost estimate is \$25,000) to upgrade our current sander and have a backup for potential breakdowns and during times of high need.

HARBOR

- Anodes to prolong the life of fuel dock pilings have been installed. We anticipate all of the existing piles that are not scheduled to be removed in the harbor expansion will have anodes installed by the end of February.



POOL

- The quote for the sauna kit including the heater, vents, and controls was \$4,032 delivered to AML in Seattle. We anticipate additional expenses for electrical, membrane floor and drain, exterior finish, framing, a door, and a window. Matt Whitman has donated the labor and the current plan is to frame in the sauna and weld in the floor and then get exact measurements for the kit. We plan to move forward with this as soon as we get it scheduled with Mr. Whitman.

WATER/SEWER

- The water test results from 20 residences in Haines had no exceedance for lead or copper.
- Water production by gallons for the month of January: Lily Lake, 4,487,000; Piedad, 2,719,000; and Wellfield, 83,700. Total: 7,289,700.

LIBRARY

- Holly Davis, Jedediah Blum-Evitts, and Patricia Brown will be attending the Alaska Library Association conference in Ketchikan, February 23-26. Holly has been invited to present a session on the upcoming Summer Reading program theme with Julie Neiderhauser, State Library staff member. Patty will be attending business meetings for the Executive Council of the Alaska Library Association and the Alaska Library Network. After five years at the library, Jedediah will be attending his first library conference. Registration and travel for all three is covered by grant funds.
- Two new employees have joined the library team. Matt Chavez has taken on dual roles of custodian and circulation services. Zephyr Sincerny replaces Jessie Morgan as Education/Cultural Coordinator.
- In November, Haines library joined four other libraries in the state of Alaska in being recognized as a Library Journal (LJ) Star Library. The LJ Index rates U.S. public libraries based on selected per capita output measures regarding circulation, annual visits, program attendance, and public internet use. It is the ninth year that HBPL has received this recognition.

LANDS/ASSESSOR

- The department is preparing for the March 1st Notices of Value. This requires assessments to be up-to-date for the 2017 tax year and parcel revisions (change in ownership, lot size) to be accurately recorded in the Parcel Viewer before letters are sent out. As of February 7th, all information on lots from the border to 26 Mile have been surveyed. In addition, the department is working with the state on Haines Airport possessory interest leases. Recently, the department has learned that the Borough will be in possession of over 3,000 acres of land from the HB 273 Municipal Entitlement Program (2011). Possession will take place over the next 6-9 months and will include portions of Lynn Sisters Uplands and Excursion Inlet. More land may be acquired through a Mental Health Trust disposal program.

TOURISM

- The Tourism Department is partnering with the Southeast Alaska State Fair to launch the first and hopefully annual Winter Fest, March 3-5. It will include the Telluride Mountain Film Festival, the Klehini Nordic Ski Race and BBQ, Fat Tire Bike Race, the Winter Olympics and potentially an extreme race up and over Ripinsky. There will also be workshops on avalanche and beacon use, kite skiing, and more!



2/5/2017

Brad Ryan
Haines Borough

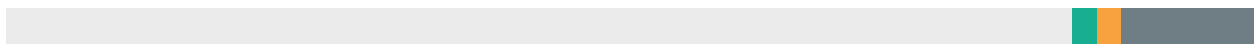
Brad Ryan,

I spent most of the week playing catch up with trying to find new assigned rooms for old Representatives and Senators. Took a while and then looked for new members of both Houses rooms and new Staff, this will take time with over 80 new members and staff.

I checked right away on the status of PCE (power cost equalization, this is assistance with the higher cost of power bills in rural Alaska. There is a huge Trust Fund for this assistance, and often viewed by some to use for other projects) and was told that this should not be an issue this year since the Legislature reworked PCE Last year by taking some of the earnings and being used for Revenue Assistance for Communities statewide.

Heard several times that the Senate plans to make cuts in Health, Education a Social Services, Department of Transportation, Department of Education and the University of Alaska budgets. Asked about Department of Public Safety and was told the Senate didn't plan on cutting their budget and I brought up about cutting Haines Trooper if there were cuts. Was told again of no plans in the Senate to cut. So will have to follow this closely.

Went to Fish and Game Commercial Fisheries and was told by a person at the hearing the cuts were going to be minimal. Also Haines \$ put back in for in River assessment (fish wheels) and was told Haines office was not being closed or cut anymore, the big question was if F&G thought they were losing ability to manage for Sustainability as required by the Constitution, because they have to take about \$3.2 million of fish resource (cost recovery) to



put into their budget to manage and have some non-profits contribute money to keep fish towers used to count fish.

There was an over view from AMHS, but didn't cover next year's plan, will see what the budget presentation will provide. If you want a free ferry you can call AMHS since they want to give one to a municipality.

Had some Legislatures complain of their names in my reports last year, so not using any this year and will make these CONFIDENTIAL FOR BOROUGH USE ONLY.

Also, I have people think that I work for all the Borough and have to either help them or do research for them, I answer to you but hate to be rude.

Bill

Memo



To: Haines Borough Mayor & Assembly
 From: Jila Stuart, Chief Fiscal Officer
 Cc: Brad Ryan, Interim Borough Manager
 Date: February 2, 2017
 Re: **FY17 Q2 General Fund Financial Report**

The accompanying financial statements show the Haines Borough's general fund (Areawide and Townsite) preliminary revenues and expenditures for the first half of FY17 as compared with the previous fiscal year and as compared with the FY17 Budget as amended through 12/31/16.

Fund 01 – Areawide General Fund

Areawide Revenues - With 50% of the fiscal year complete areawide revenues are at 59% of budget primarily due to state revenue sharing at 100% and federal PILT at 112% of budget. These intergovernmental revenues were received in single payments during the first half of the year. Sales tax is up 3% from the previous year. At 60% of the annual budget as of 12/31/16, sales tax is tracking at or slightly above budget. Because more sales tax is collected in the first half of the fiscal year, it is normal to have the six month figure be 55-60% of the annual total. Overall, areawide revenues for the first half of the fiscal year are down \$322K (13%) compared to the first half of the previous year. The primary factors in the decline are as follows: state revenue sharing down \$162K (34%), raw fish tax down \$92K (43%), and property tax down \$59K (7%). The decline in property tax does not represent a decline in the total tax collected but a change in the allocation of the tax. Because the governor cut funding for the school debt reimbursement program for FY17 the Borough had to use more property tax to pay debt service on school construction bonds, leaving less property tax in the areawide general fund. The manager will put forward a budget amendment to adjust the budget to reflect the actual figures for raw fish tax and federal PILT.

Areawide Expenditures – At the six month mark areawide expenditures are at 47% of budget. Most items are tracking close to budget. Work Orders are higher than budget and higher than the previous year due to labor charged from the public facilities department to the capital improvement project fund for the rehabilitation of the old public works shop.

Fund 02 – Townsite Fund

Townsite Service Area Revenues – Revenues for the Townsite Service Area (TSA) Fund are tracking close to budget. With 50% of the fiscal year complete revenues are at 54% of budget primarily due to state revenue sharing which is at 100%. Overall, TSA revenues for the period are down \$16K from the previous year primarily due to the reduction of revenue sharing from the State of Alaska.

Townsite Expenditures - Expenditures for the TSA are tracking slightly high at 53% of budget for the first half of the year primarily due to police department payroll and travel expense over budget. Expenditures are \$152K (23%) higher than the previous year due primarily to: police department payroll up \$78K (44%), operating transfers out from the TSA up \$25K, police department travel up \$23K (360%), and public works work orders charged out down \$20K (31%).

HAINES BOROUGH
 FY17 GENERAL FUND Preliminary Revenue & Expenditures SUMMARY by FUND
 FOR THE SIX MONTHS ENDING 12/31/2016



01 AREAWIDE GENERAL FUND

	12/31/2015 ACTUAL	12/31/2016 ACTUAL	Yr to Yr VARIANCE*	FY17 BUDGET	BUDGET VARIANCE*	% OF BGT
REVENUE						
Property Tax Revenue	\$ 861,513	\$ 802,020	\$ (59,494)	1,602,293	\$ (800,273)	50%
Sales Tax	365,874	376,812	10,938	632,000	(255,188)	60%
State Revenue - Revenue Sharing	482,655	320,546	(162,109)	320,500	46	100%
State Revenue - Raw Fish Tax	212,855	121,208	(91,648)	191,700	(70,492)	63%
State Revenue - Other	13,150	14,390	1,240	54,785	(40,395)	26%
Federal Revenue - P.I.L.T.	344,344	348,013	3,669	309,900	38,113	112%
Federal Revenue - Timber Receipts	-	-	-	29,700	(29,700)	0%
Federal Revenue - Library	-	-	-	50,655	(50,655)	0%
Investment Income	24,390	30,264	5,874	110,000	(79,736)	28%
Rents	38,200	33,755	(4,444)	104,609	(70,854)	32%
User Fees	27,115	33,790	6,675	72,706	(38,916)	46%
Penalty & Interest - PropertyTax	32,800	27,619	(5,181)	32,000	(4,381)	86%
Penalty & Interest - Sales Tax	9,255	8,181	(1,074)	30,000	(21,819)	27%
Business Licenses	12,350	3,075	(9,275)	13,000	(9,925)	24%
Miscellaneous Fines & Fees	8,598	4,819	(3,779)	26,000	(21,181)	19%
Sale of Fixed Asset	13,609	-	(13,609)	25,000	(25,000)	0%
	<u>\$ 2,446,709</u>	<u>\$ 2,124,492</u>	<u>\$ (322,217)</u>	<u>\$ 3,604,848</u>	<u>\$ (1,480,356)</u>	59%
EXPENDITURES						
Salaries and wages	\$ 760,367	\$ 801,688	\$ (41,321)	\$ 1,583,963	\$ 782,275	51%
Employee Burden	219,815	231,956	(12,141)	484,471	252,515	48%
Health Insurance	180,382	189,788	(9,406)	418,870	229,082	45%
Supplies & Postage	35,742	31,690	4,052	67,433	35,743	47%
Material & Equipment	14,024	12,083	1,941	28,210	16,127	43%
Computers and Peripherals	22,342	27,049	(4,707)	47,110	20,061	57%
Professional & Contractual	190,935	193,293	(2,359)	360,923	167,630	54%
Dues, Subscriptions & Fees	4,630	5,047	(417)	8,125	3,078	62%
Travel & Per Diem	28,439	24,178	4,262	46,300	22,122	52%
Training	6,981	11,289	(4,308)	14,790	3,501	76%
Advertising	4,493	3,882	611	8,440	4,558	46%
Banking & Insurance	21,399	23,208	(1,809)	47,400	24,192	49%
Vehicle Expense	3,787	5,315	(1,527)	9,550	4,235	56%
Utilities	92,347	92,178	169	219,900	127,722	42%
School District - Instructional	780,000	780,000	-	1,560,000	780,000	50%
School District - Activities	109,280	107,675	1,605	210,000	102,325	51%
Appropriations from the Assembly	10,202	5,000	5,202	32,500	27,500	15%
Building Maintenance & Repairs	7,444	10,023	(2,578)	39,500	29,477	25%

	12/31/2015	12/31/2016	Yr to Yr	FY17	BUDGET	% OF
	ACTUAL	ACTUAL	VARIANCE*	BUDGET	VARIANCE*	BGT
Discretionary Expense	742	799	(57)	2,050	1,251	39%
Work Orders	(56,349)	(105,002)	48,653	(112,800)	(7,798)	93%
Allocations	(372,342)	(399,390)	27,048	(799,471)	(400,081)	50%
Operating Transfers - In fr CPV	(3,900)	-	(3,900)	-	-	
Operating Transfers - OUT fr General	26,933	15,500	11,433	66,135	50,635	23%
Operating Transfers - In fr Permanent	(140,500)	(146,500)	6,000	(293,000)	(146,500)	50%
TOTAL AREAWIDE EXPENDITURES	1,947,193	1,920,748	26,445	4,050,399	2,129,651	47%
NET REVENUE OVER EXPENDITURES	\$ 499,516	\$ 203,744	\$ (295,772)	\$ (445,551)	\$ 649,295	

02 TOWNSITE SERVICE AREA

REVENUE

Property Tax Revenue	205,907	218,226	\$ 12,319	436,000	\$ (217,774)	50%
Sales Tax	381,503	385,015	3,512	720,000	(334,985)	53%
State Revenue - Public Safety	109,867	109,867	-	219,734	(109,867)	50%
State Revenue - General	91,900	60,500	(31,400)	60,500	-	100%
Interest Earnings	-	-	-	1,500	(1,500)	0%
Miscellaneous Fines & Fees	1,758	920	(838)	6,000	(5,080)	15%
TOTAL TOWNSITE REVENUES	790,935	774,528	(16,407)	1,443,734	(669,206)	54%

EXPENDITURES

Salaries & Wages	\$ 242,835	\$ 279,879	\$ (37,043)	\$ 518,833	\$ 238,954	54%
Employee Burden	64,797	88,889	(24,092)	171,866	82,977	52%
Health Insurance	40,455	59,083	(18,628)	126,528	67,445	47%
Supplies & Postage	2,830	4,263	(1,433)	6,200	1,937	69%
Material & Equipment	79,877	56,058	23,819	111,700	55,642	50%
Computers & Peripherals	1,716	3,538	(1,823)	3,500	(38)	101%
Professional & Contractual	48,358	26,950	21,409	74,891	47,941	36%
Dues & Subscriptions	1,106	932	174	1,250	318	75%
Travel & Per Diem	8,419	29,564	(21,145)	25,950	(3,614)	114%
Training	100	3,488	(3,388)	7,500	4,012	47%
Advertising	741	1,499	(758)	1,250	(249)	120%
Banking & Insurance	9,860	10,467	(607)	21,070	10,603	50%
Vehicle Expense	29,325	39,758	(10,433)	78,850	39,092	50%
Utilities	34,231	36,825	(2,594)	68,050	31,225	54%
Work Orders	(58,402)	(34,119)	(24,283)	(84,200)	(50,081)	41%
Allocations	187,122	196,926	(9,804)	386,383	189,457	51%
Operating Tranfer - from CPV	(16,608)	-	(16,608)	-	-	
Operating Transfers - OUT from TSA	-	25,000	(25,000)	50,000	25,000	
TOTAL TOWNSITE EXPENSES	676,764	829,001	(152,237)	1,569,621	740,620	53%
NET REVENUE UNDER EXPENDITURES	\$ 114,171	\$ (54,473)	\$ (168,644)	\$ (125,887)	\$ 71,414	

*Positive variance is favorable. Negative variance is unfavorable.

MINUTES**Ports and Harbors Advisory****Meeting Date: December 29, 2016 at 10:30 am****Date of Approval: February 2, 2017**

Call to Order: A meeting of the Haines Borough Ports and Harbors Advisory Committee was held at Assembly Chambers, 213 Haines Hwy on December 29, 2016.

Members in Attendance: Norman Hughes, Don Turner, Jr., Brad Badger, Terrance Pardee, Glen Jacobson

Members Not in Attendance: Fred Gray (planned and excused)

Others in Attendance: Shawn Bell, Margaret Friedenauer, Brad Ryan, Ron Jackson, Diana Lapham, Bill Thomas, Bill Rostad, Evelynna Vignola, Jan Hill and Tom Morphet

Approval of Agenda: Don Turner moved to adopt the agenda, it was passed without objection.

Approval of Minutes: Don Turner moved to approve the November 17, 2016 minutes; the motion passed without objection. Norman brought up a past Action Request from a previous meeting which was requesting Assembly action- such Request will be included in the January 10 Assembly packets.

Public Comment: None.

Harbormaster's report: Lutak Dock update- check Lutakdock.com. Third meeting 1/19 here at the Assembly Chambers at 5:30 pm – joint meeting with Planning Committee—workshop style. Can give official input on preferred design at the 1/26 meeting.

Harbor Pre-Construction meeting- Good meeting. Got rough idea of schedule. SE Roadbuilders will be a sub working in mid-February. Will have to close off most of dirt parking lot at that time. 75% of that space will be taken up for most of the rest of the year. Lookout park will stay open at that time. They will be pulling the transient float in order to dredge for an approximate three week time period in the April/May timeframe.

Re-scheduled Harbor Town Hall meeting 1/11 6:00 pm Library.

Old Business:

- A. CIP List- Should have a separate list for each Enterprise fund. Bill Thomas says put as much on your list as possible because there might be a GO bond coming up. Make an exhaustive list because now is the time. Make sure Rep. Kito gets it.
- B. Title 16- Derelict Vessels & Other Code- Clarify dead storage sections, tarps, covering, penalties. Derelict nuisance rates to be added. Shawn would like to increase moorage rates to encourage them to remedy the problem—changing the fee schedule. Have to take appeal mechanisms into account.

New Business:

- A. ADF&G Agreement has been signed and returned.
- B. Harbor Expansion Add Alt C approved and equal funds designated for Uplands improvement. Terry and Don are against spending any of the grant money on “aesthetics” and prefer it be put into floats to create income.

Motion: Terry Pardee moved that any excess funding available from the existing grant be put toward floats; the motion was seconded and passed unanimously.

- C. Committee seat vacancy- One application- Diana Lapham as community at large. Terry volunteered to change his designation to non-commercial so that Diana Lapham may be appointed to the community at large seat if needed.

Motion: Norman Hughes moved to recommend to the Mayor to appoint Diana Lapham to the committee to occupy Seat E. Terry Pardee unanimously moved to amend the motion to include “candidate disclosure not withstanding”; the main motion was seconded and passed unanimously.

- D. Parking Snow Removal- Requests that Public Works plow the parking lot and put down some sand. Park next to Harbor trucks so that the parking lot can be plowed more effectively.
- E. Review Fee Schedule for next meeting.

Next Meeting: January 26, 2017 at 10:30 am in the Assembly Chambers, 213 Haines Hwy.

Adjournment: Absent objection, the meeting was adjourned.

By: Alekka Fullerton, Deputy Clerk

Harbor Advisory Committee

MINUTES **APPROVED**
Solid Waste Working Group
Meeting Date: January 16, 2017
Date of Approval: February 6, 2017

Call to Order: A meeting of the Haines Borough Solid Waste Working Group was held in Assembly Chambers on Monday, January 16, 2017 at 3:00 p.m.

Members in Attendance: Diana Lapham, (on the telephone); Melissa Aronson; Reilly Kosinski (on the telephone); Sally Garton; Jeremy Stephens (on the telephone); Margaret Friedenauer, Brad Ryan (Interim Manager), Philip Reeves.

Members Not in Attendance: Darsie Culbeck

Others in Attendance: Ron Jackson, Jonathon Richardson, Natalie Helms from CVN, Tom Morphet, Alekka Fullerton (Deputy Clerk), Carol Tuynman

Approval of Agenda: Absent objection, the Agenda is approved.

Approval of Minutes: Absent Objection, the December 19, 2016 Minutes are approved.

Public Comments: None.

Discussion: Discussion was held regarding the information Margaret provided and which was posted to the SWWG webpage. Melissa put together some ideas to focus primarily on recycling.

What does a borough plan need to address?

Enforcement

Income of individuals-low income, senior citizens, disabled

Separating out food waste, compostable items, recycling items

Incentivized plans

Long term plan- What will be the next plan when the land fill is full.

Will it be a borough obligation? Will it be on the utility bill? Are we going to ship it or process it ourselves?

Data Gathering- When will the landfill be full? Sally can email those numbers to everyone.

They have Borough wide numbers based on the averages from about 1 ½ years ago. National figures (nothing local).

Incentive - Needs to be some way for people who create little waste to be rewarded

Public Comments:

Jon Richardson- 2000 report is pretty good. Noted that the borough needs to regulate CWS since the State is not.

Carol Tuynman- SSWG should try to get students involved.

Ron Jackson- Stump dump by Carr's cove is really another dump. Can we encourage local manufacturers to not use so much packaging? It would be nice to have a visitor signup sheet at meetings for people to stay in touch and stay in the loop.

Next Meeting: February 6, 2017 at 3:00 pm in Assembly Chambers.

Adjournment: The meeting was adjourned at 3:40 pm.

By: Alekka Fullerton, Deputy Clerk

MINUTES APPROVED
Code Review Commission
Meeting Date: January 17, 2017
Date of Approval: February 2, 2017

Call to Order: The initial meeting of the Code Review Commission was held at Assembly Chambers, 213 Haines Hwy on January 17, 2017 at 6:00 pm.

Members in Attendance: Don Turner, Mike Denker, Carolann Wooton, Jerry Lapp, Deb Vogt, CJ Jones,

Members Not in Attendance: Daniel Humphrey

Others in Attendance: Natalie Helms\CVN, Margaret Friedenauer, Ron Jackson, Bill Thomas, Jan Hill, Bill McCord, Abby Collins\KHNS, Mike Case, Evelyn Vignola and Brenda Josephson.

Initial Meeting: Mike Denker will be the chair of the committee, Jerry Lapp will be the Vice Chair. The Secretary will be Carolann Wooton.

Public Comment:

Ron Jackson: Searching the code using a computer is very helpful. iannotate is a good reference.

Bill McCord suggests starting with the minor offenses. The CRC might also want to put something in code about hiring a Manager. Suggests using a Preamble as a guiding mechanism for the committee. Bill McCord is wondering if the committee will be willing to have a town hall time open discussion rather than just have committee meetings.

Brenda Josephson wants the committee to not use Robert's Rules and would like them to go chapter by chapter with the Minor Offenses.

Mike Case- Kenai Borough uses another rule of order (*Clerk's note- Kenai Peninsula Borough uses Mason's Rules of Order*).

Don Turner Jr. would like to start with the Coastal Zone Management Plan.

Mike Denker- Planning on asking the Assembly where they want the committee to start.

Deb Vogt: In her view, this committee is in charge of wording of Ordinances not so much the substance.

Decisions Made:

A quorum is 4.

The Committee will use a hybrid model of rules—sort of a relaxed Robert's rules.

Mike would like to explore an opportunity for dissenting voices to be heard in the record.

When possible, motions should be written beforehand so that they can be well thought out and reported accurately.

The committee will use the Agenda model used for the Assembly. Alekka will provide the template to Carolann.

The committee will specifically notice each section of code to be reviewed at each meeting so that the public will know what will be covered at each meeting.

To begin with, the committee will meet every two weeks and then make further determinations regarding frequency of meetings.

Topics for next time:

Formalize Procedures

Set Priorities including ideas from the Assembly and feedback from the public

Create timeline.

Next Meeting: February 2, 2017 at 6:00 pm in the Assembly Chambers, 213 Haines Hwy.

Adjournment: CJ moved to adjourn at 6:55 pm; the motion was seconded and passed unanimously.

By: Alekka Fullerton, Deputy Clerk

MINUTES**APPROVED****Public Safety Commission Meeting Date: January 18, 2017****Date of Approval: January 30, 2017**

Call to Order: This meeting of the Public Safety Commission was held in the Library Community Room on January 18, 2017 at 5:30 pm.

Members in Attendance: Bob Duis (on the telephone), Jim Stanford, Kay Clements

Members Not in Attendance: Judy Erekson, Judy Ewald

Others in Attendance: Natalie Helms\CVN, Jan Hill, Bill McCord, Emily Files\KHNS, Mike Case, Mike Denker, Carol Tuynman, Trent, Michael Fullerton, Ron Jackson, JR Churchill, Tim Holt, Jenn Walsh, Brian Clay, Margaret Friedenauer, Brad Ryan, Tina Olsen, Jila Stuart, Candace Mustard-Scott, Dave McCandles, Tom Morphet, Chris Brown, CJ Jones, Brayton Long, Josh Dryden and others.

Agenda approval: Kay Clements moved that the Agenda be approved; it was seconded and passed unanimously.

Public Comment:

Mike Denker- Wants statistics from the police department for a baseline.

Police Chief Heath Scott- The Uniform Crime Report and monthly CAD update will be provided to anyone who wants it. It will also be available on the Police's facebook page. The 2016 report is in process and will be complete by Spring.

Staff Comments: *Overview of how things are going in Police, Fire, EMS and Search and Rescue departments.*

Fire Department- *Brian Clay-* No fires to report. No rising needs right now, putting together their budget requests for the future. Water sources are fine here but it's a big issue out the road. Haines responds to house fires out the road with our tanker. Not short personnel. Chief Clay is worried about responder safety this time of year.

EMS- *Brian Clay.* They are busy. EMT class may be provided later, we have five instructors in town now. Klehini has ETTs not EMTs. Firefighter I course is very expensive so we have not offered it and we have no training officer on site (300 hr course).

Jen Walsh- EMTs are not fully staffed on weekends so it is sometimes tough when people are out of town.

Search and Rescue- *Tim Holt-* Associated under non-profit HVFD- they provide avalanche training, doing one training a month on their own and one business meeting a month. Part of Alaska Search and Rescue- liability is covered under AWT. Haines Borough ambulances cannot go off the road system due to insurance concerns so they started this organization.

SEARHC- *Dave McCandless-* Supports the search and rescue efforts.

Alaska State Troopers- Mayor Jan Hill provided an update explaining that the current AST position will remain vacant and may be cut in its entirety. We will still have our AWT.

New Business:

Chief Heath Scott provided a power point presentation. The Police Department is running severally over budget due, in part, to significant overtime, standby time and having to provide emergency response out of the townsite (Haines Highway, Lutak and Mud Bay). The current deficit is \$31,290 as of the end of December. Total deficit is likely to be \$63,000. The Budget did not consider when officers were on vacation or in training- this creates more overtime which was not budgeted. We have not sustained 4 officers for a long time so we did not see it.

Committee Comments:

Jim Stanford - Medical Service Fund could be redefined as EMS, Search and Rescue and Police Emergency Services Fund and could be increased in order to provide services out the road and throughout the borough. He would favor increased mill rates to cover it out the road.

Motion: Bob Duis moved that the Public Safety Commission urge the Assembly to adopt a budget amendment to cover the Police Department's estimated \$63,000 shortfall. The motion was seconded and passed unanimously.

Motion: Kay Clements moved that the August 15, 2016 minutes be approved; the motion was seconded and passed unanimously.

Next Meeting: TBD.

Adjournment: Absent objection, the meeting was adjourned.

By: Alekka Fullerton, Deputy Clerk



Haines Borough
**BOROUGH ASSEMBLY
ACTION REQUEST**

DATE: January 30, 2017

TO: Borough Assembly

FROM: Public Service Commission

ACTION:

PSC unanimously voted to request that the Borough Assembly ask the manager to contact the Alaska State Troopers to explore the possibility of billing the State for costs incurred when HPD responds outside the townsite service area.

RATIONALE:

PSC is trying to find ways to pay for emergency police services to be provided outside the townsite since we have lost the services of the Alaska State Trooper.

BOARD REQUEST:

Direct the Manager to contact the Alaska State Troopers to explore the possibility of billing the State for costs incurred by the Borough which used to be provided by the State.

SUBMITTED BY



Jim Stanford, Chair
Public Safety Commission

MINUTES

Parks and Recreation Advisory Committee

Meeting Date: December 5, 2016

Date of Approval: February 8, 2017

Call to Order: A meeting of the Haines Borough Parks and Recreation Advisory Committee was held in the library conference room on Monday, December 5, 2016; Richard Chapell presiding.

Members in Attendance: Rich Chapell, Thom Ely, Patty Peters, Lori Smith, Burl Sheldon (by phone).

Members Not in Attendance: George Figdor, Meredith Pochardt,

Others in Attendance: Ron Jackson (BA liason), Mike Case, John Glionna from CVF, Alekka (Deputy Clerk)

Approval of Minutes: Absent objection and without correction, the minutes of the November 16, 2016 meeting were approved unanimously.

After extensive discussion, PRAC chose not to take a position on the current Heliski map revisions.

Motion: PRAC would like the Borough Assembly to create a long term comprehensive plan for the present and future growth of winter recreation in the Haines Borough involving zoning and identification of specific areas designated for heliskiing, skiplane drop-offs, snow machining, and backcountry non-motorized use, including skiing and snowshoeing. Such motion was made by Thom Ely and seconded by Burl Sheldon. The motion passed unanimously.

Rich will contact John Brower and George Figdor to confirm his interest in the open PRAC seat.

Next Meeting: January 9, 2017 at 4:30 p.m at the library.

Adjournment: The meeting was adjourned at 6:40 pm..

By: Alekka Fullerton, Deputy Clerk

Commerce Committee Report from Jan. 19, 2017

Committee members: Mike Case, Margaret Friedenauer. Tresham Gregg (absent.)

On Jan. 10, 2017 the assembly referred two draft ordinances to the Commerce Committee for discussion; Ordinance 17-01-447 as proposed by assemblyman Tom Morphet and Ordinance 16-10-445 with recommended changes from TAB.

Discussion:

Mr. Morphet presented his idea to dismantle the heliski map committee (draft Ordinance 17-01-447.) Public comment included both support and non-support for this idea. Discussion evolved to include ordinance 16-10-445.

Several ideas came from discussion. This committee made no recommendation on any particular idea or either draft ordinance, but forwards to the assembly five ideas discussed at the meeting. The committee would like the whole assembly to discuss if there is one or more of these ideas it would like the commerce committee to explore further with research and public input.

The five ideas are: (this is a synopsis of each; much more discussion occurred on each one.)

1. Eliminate the heliski map committee and leave map changes to entire assembly meeting as a COW (this is the basis of Mr. Morphet's proposal.)
2. Implement objective standards to evaluate requests for map changes. For example, British Columbia uses the Northern Wild Sheep and Goat Council recommendations to establish heliski regulations and guidelines to protect wildlife.
3. Have planning commission act as map committee in evaluating map change requests. This would require changing code to include Title 5 in the planning commission's scope of authority.
4. Use a combination of staff and existing advisory committees to evaluate map change requests and bring recommendations to assembly.
5. Keep process as is but consider TAB's recommendations for changes to map committee composition.

ACTION: The Commerce Committee requests assembly direction or discussion on which of the above ideas it would like the committee to explore further.

Margaret Friedenauer, chair



HAINES BOROUGH, ALASKA

P.O. BOX 1209

HAINES, AK 99827

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

Date: February 8, 2017

To: Mayor and Borough Assembly

From: Brad A. Ryan, Interim Borough Manager

Re: **Solid Waste Implementation Plan**

As stated in the 1/24/17 manager's report, I have been working with the public works department to evaluate reducing the cost of municipal solid waste disposal for the Haines Borough. Shipping municipal solid waste directly to Regional Disposal Company in Washington State could result in a savings of approximately \$25,000 per calendar year, following an estimated \$21,000 in upfront costs. The quote for shipping a 40-foot container with up to 25 tons of material from Haines to Washington and back is \$3,793.14, a cost of \$0.08/pound. This compares to the current rate of approximately \$0.27/pound, totaling about \$39,000 in calendar year 2016.

The assembly requested I bring an implementation plan to the assembly on 2/14/17. Following assembly authorization for the borough's own containers and contract with Regional Disposal Company, the borough would obtain a land use permit. The transfer station would be located by the wastewater treatment plant, which is in the Industrial Light Commercial Zone. A transfer station in that zone is a use by right according to HBC 18.20 and HBC 18.70.040. We then would purchase two chassis and two 40' x 8' x 8'6" open-top containers with tarp covers. This could be achieved by the end of April, depending on the timing of assembly authorization. More information on upfront costs is shown in the attached plan.

The borough also has been in communication with the Department of Environmental Conservation regarding this plan. The attached email from Sandra Woods of DEC lists some of the requirements for a transfer station. We would build a containment berm around the containers to control run-off. A fire hydrant is located adjacent to the proposed site. We also would install electric fencing at an estimated cost of \$1,300. The containers' location next to the wastewater treatment plant would alleviate odor and traffic concerns.

I anticipate no additional costs in staff time for managing the transfer station. The borough already is self-hauling garbage, and our own transfer station would eliminate processing time at Community Waste Solutions. Lutak Dock is another option for a transfer station site, and would have additional staff time for hauling. Lastly, there may be concerns about not supporting local business with this proposal. Our current local bidder preference, recently adopted by the assembly, is 7 percent for projects of \$1 million or less. The potential savings much higher than that 7 percent benchmark are why I recommend this proposal for assembly adoption.

Solid Waste Implementation Plan

Following assembly authorization, the plan would include:

1. Obtaining a land-use permit

The transfer station would be located by the wastewater treatment plant, which is in the Industrial Light Commercial Zone. A transfer station in that zone is a use by right according to HBC 18.20 and HBC 18.70.040 (see attached email and map from planner Holly Smith).

2. Entering into an agreement with Regional Disposal Company of Washington

3. Purchasing two 40' x 8' x 8'6" opentop containers with tarp covers

One quote (see attached) from Pacific Northwest Equipment Inc. is \$3,400 per container, plus the cost of shipping from Seattle to Haines on Alaska Marine Lines.

4. Preparing a site adjacent to the wastewater treatment plant to place the containers

The attached email from Sandra Woods of DEC lists some of the requirements for a transfer station. We would build a containment berm around the containers to control run-off. A fire hydrant is located adjacent to the proposed site. We also would install electric fencing at an estimated cost of \$1,300 (see attached Lutak Lumber quote). The containers' location next to the wastewater treatment plant would alleviate odor and traffic concerns.

5. Shipping containers to Regional Disposal Company when filled

The quote (attached) for shipping a 40-foot container with up to 25 tons of material from Haines to Washington and back is \$3,793.14, a cost of \$0.08/pound. If we exceed 25 tons, each additional ton would be \$117.18 per ton (\$0.06/pound). Load max is 27 tons.

Note: There is a 3.6 percent Washington State refuse tax not included in the quote amount.

Upfront Costs

Two chassis (including shipping; see attached quote)	\$9,000
Two 40' x 8' x 8'6" opentop containers with tarp covers (including shipping)	\$9,700
Electric fencing (including 16 hours/labor costs and four "High Voltage" signs)	\$1,300
Containment berm (including 2 hours/labor and 2 hours/equipment costs)	\$250
Building permit (including 1 hour/labor cost)	\$85
TOTAL	\$20,335

Other Costs

AML hauling container from wastewater treatment plant to Lutak Dock is \$120 roundtrip

Notes: The Borough estimates containers would be shipped three to four times a year, with fastest turnarounds in the summer months. This timeline could be expedited upon request.

Petersburg is an example of a Southeast community that ships solid waste to Washington. In 2016, total shipments were more than 2,000 tons of baled solid waste, according to Public Works Director Karl Hagerman. Their cost to ship and dispose of solid waste with Regional Disposal Company is about \$110 per ton. Petersburg has mandatory garbage collection once a week, with a discount for recycling. Petersburg does not have a fence for its containers, as they are shipped off in only several-day gaps.

ACME TRANSFER &
COMMUNITY WASTE SOLUTIONS
GARBAGE
JAN 16 TO DEC 16

		<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>Total</u>	activity
ADMIN	01 00-00 7360													0.00	
HAZMAT	01 05-00 7312							433.20						433.20	
CHILKAT CTR	01 08-00 7360		80.88	70.38	70.38	112.38	114.08	80.88	70.38	80.88	70.38	70.38	80.88	901.88	
PARKS	01 16-05 736C	101.88		69.86	297.36	333.71	423.57	673.14	487.19	888.80	140.01	23.95		3439.47	
ADMIN/PUB SAFETY	02 00-00 736C	352.80	352.80	434.08	352.80	434.08	352.80	434.08	434.08	271.52	352.80	434.08	352.80	4558.72	
PW	02 04-00 736C	139.30	39.80	103.35	461.02	328.91	325.06	516.59	373.89	230.27	107.45	18.38	105.60	2749.62	
FINANCE	01 01-15 736C	69.30												69.30	
TOURISM	23 02-00 736C	3.23	1.99	1.49	88.20		451.30	590.63	466.10	503.86	141.52	5.57		2253.89	
HARBOR	92 01 00 736C	457.58	416.82	313.40	589.88	972.85	1256.90	1628.81	1297.74	1350.85	1053.86	464.97	197.84	10001.50	
LIBRARY	01 14-00 736C	20.89	22.38	24.68	24.62	52.22	39.29	6.72						190.80	
SEWER/SLUDGE	91 01-00 736C	1494.50		564.30	2024.55	366.30	2550.90	681.45	4123.35	1932.15	1356.30	2724.70	595.65	18414.15	
SEWER LANDFILL	91 01-00 736C	45.60		46.12		28.50				39.60				159.82	
SEWER SCREENINGS	91 01-00 7360			1540.00	1045.00						1380.00		1125.00	5090.00	
WATER	90 01-00 7360				153.90									153.90	
POOL LANDFILL	01 16-15 7360				62.40		14.72	72.20						149.32	
FACILITIES	01 02-04 7371		41.80			53.20						64.60		159.60	
FACILITIES(SR.CENTER)	01 02-04-7371	227.42	160.84	160.84	160.84	160.84	160.84	227.42	160.84	294.00	160.84	160.84	227.42	2262.98	65
ASSEMBLY	01 01-11 7332													0.00	
CIP	50 01-00 7392		414.20			174.80	44.18							633.18	1610
POLICE	02 02-00 736C	99.50	19.15			430.41	193.20	49.40			60.90			852.56	
STREET IMPROVE	42 08-00 7392													0.00	
PC DOCK	94 01-00 7360					108.65	247.91	1050.76	158.62	97.69	45.58	7.80		1717.01	
CIP	42 90-00 7392													0.00	
FIRE DISTRICTS	25 01-00 7360									5.70				5.70	
SCHOOL DEMOLITION	42 01-00 7392													0.00	
LUTAK DOCK	93 01-00 7360													0.00	
BIOMASS/PELLET BOILER	42 01-00 7392		49.75											49.75	1530
PIEDAD WATER PROJECT	90 50-00 7360		26.60	374.30										400.90	1430
CIP	50 01-00 7392					1154.22								1154.22	1608
ECONOMIC DEVELOPMENT	23 03-00 7360						276.58							276.58	
CIP	50 01-00 7392							600.41	209.00	24.70	26.60			860.71	1603
CIP	50 01-00 7392										47.50			47.50	1620
JUNK CAR REMOVAL	35 01-00 7360										195.70			195.70	
TOTAL		3012.00	1627.01	3702.80	5330.95	4711.07	6451.33	7045.69	7781.19	5720.02	5139.44	3975.27	2685.19	57181.96	

Total without sludge = \$ 38,767.81

From: Holly Smith
Sent: Friday, February 03, 2017 3:50 PM
To: Krista Kielsmeier
Subject: Transfer Station Wastewater Info
Attachments: WWTP-Zoning.pdf

Hi Krista,

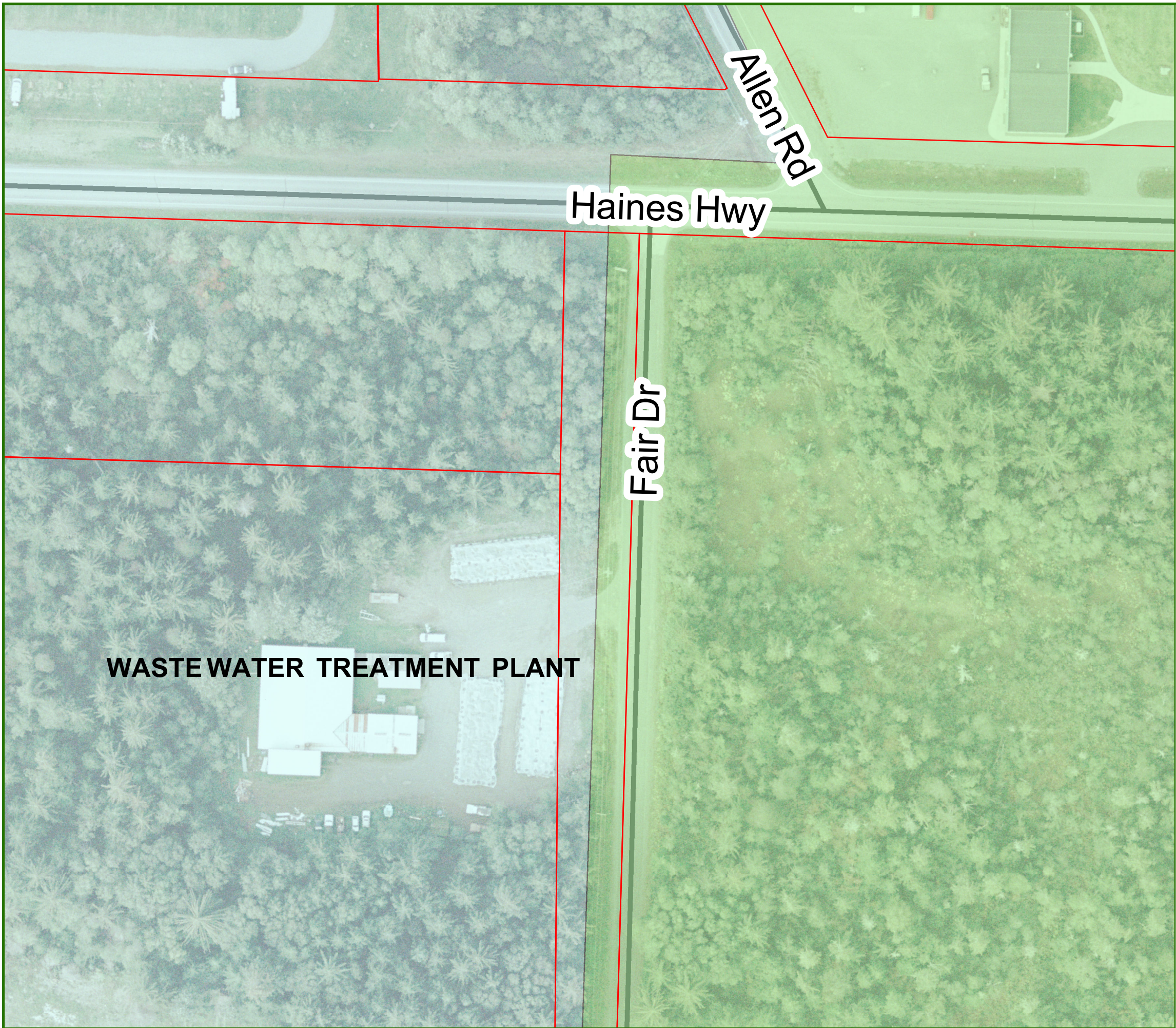
The WWTP is a utility facility. In [HBC 18.20](#), a utility facility is defined as:

“a use, either public or private, which is above or below ground level and which is used to treat, condition, or convey water, sewer, electricity, fuels and communication services. The term includes pipes, cables, utility corridors, sub-stations, transformers, switching devices, lift stations, public satellite dishes, public antennas and towers. This term does not include minor accessories to the existing system or utility connections necessary for an individual lot.”

The WWTP is located in an Industrial Light Commercial Zone, where utility facilities are a use by right. Transfer stations is a use by right simply because it is part of the WWTP, but if it was a transfer station on its own lot, it would still be a use by right under [HBC 18.70.040](#).

GENERAL CLASSIFICATION →	INDUSTRIAL USES			COMMERCIAL/ Residential Uses			RESIDENTIAL USES ONLY	RESIDENTIAL/ Commercial Uses			
	Specific Zoning Districts →	Heavy Industrial	Light Industrial/ Commercial	Waterfront Industrial	Commercial	Waterfront	Significant Structures Area	Single Residential	Multiple Residential	Rural Residential	Rural Mixed Use
USES ↓	I/H	I/L/C	I/W	C	W	SSA	SR	MR	RR	RMU	
RV Park	NA	CU	NA	CU	CU	NA	NA	NA	CU	UBR	U
Single Unit Dwelling	NA	NA	NA	UBR	UBR	UBR	UBR	UBR	UBR	UBR	U
Solid Waste Transfer Facil.	UBR	UBR	NA	CU	NA	NA	NA	NA	NA	CU	U
Subdivision, Residential	NA	NA	NA	CU	UBR	UBR	UBR	UBR	UBR	UBR	U
Temporary Structure	UBR	UBR	UBR	UBR	CU	CU	UBR	UBR	UBR	UBR	U
Temporary Use	UBR	UBR	UBR	UBR	CU	CU	UBR	UBR	UBR	UBR	U
Theme Park	NA	CU	NA	CU	CU	NA	NA	NA	NA	CU	U
Trailer*/Mobile Home Outside	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	U

Holly Smith
Borough Planner
 Haines Borough
 103 Third Avenue S.
 PO Box 1209
 Haines, AK 99827
www.hainesalaska.gov
hsmith@haines.ak.us
 Phone: (907) 766-2231 ext. 23
 Fax: (907) 766-2716



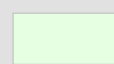
Haines Hwy


Allen Rd

Fair Dr

WASTE WATER TREATMENT PLANT

Wastewater Treatment Plant Zoning

 Commercial

 Industrial Light Commercial



0 60 120 240 Feet



From: Mathew Thomas [<mailto:Mathew@pnwgroup.com>]
Sent: Tuesday, November 15, 2016 1:35 PM
To: Brad Ryan
Cc: Terry Thomas Jr.; Brian Shaw
Subject: Quote on 40' opentop.

Mr. Ryan,

We can sell you a 40' x 8' x 8'6" high opentop container with tarp delivered to an Alaskan barge line dock Seattle for \$3,400.00.

Kind regards,

Mathew

Mathew Patrick Thomas
Vice President
Pacific Northwest Equipment Inc.
7701 South 200th Street
Kent WA 98032
TF: 800-659-0147
O: 253-872-7474
F: 253-872-7479
C: 206-730-8310
www.pnwgroup.com

Subject: RE: Transfer Station Requirements

From: Woods, Sandra M (DEC) [<mailto:sandra.woods@alaska.gov>]

Sent: Monday, September 26, 2016 2:56 PM

To: Brad Ryan

Subject: Transfer Station Requirements

Brad, here's what I found regarding setting up a transfer station which is what you are proposing by placing a connex in a location where waste will be stored until it is shipped on a barge to wherever it is going to end up. The goal is to keep it clean of litter, smells, dust and other nuisance issues; have a plan for managing HW that may be left at the site; keep the birds, bears and other critters from having access to it; instituting a fire prevention system onsite; keep it covered to keep vectors and wind from scattering the waste; and keep run-on and run-off of water into and out of the connex to prevent polluting any nearby waters.

As for SEASWA, you can contact Sadie Doucette of Thorne Bay to get information about SEASWA. Her e-mail address is: customerservice@thornebay-ak.gov

18 AAC 60.010(f) The owner or operator of a transfer station designed to hold 20 cubic yards or more of waste shall

- (1) use containers with covers, fencing, or another department-approved method to prevent wind and animals from scattering the waste;
- (2) pick up litter as necessary to prevent a violation of AS 46.06.080;
- (3) manage the site so that the standards in **18 AAC 60.230** for disease vectors and animal control are met; and
- (4) prevent or control run-off that would violate 18 AAC 70 (water quality regulations).

(g) If the department finds that a transfer station that is not part of a facility holding a permit under this chapter is causing a nuisance or a risk to public health or safety or to the environment, the department will require the operator to submit a facility design and operating plan explaining how the operator will

- (1) meet the requirements of (f) of this section;
- (2) conduct operations to prevent a fire at the transfer station;
- (3) promptly extinguish any fire that occurs;
- (4) control odor and dust as necessary to prevent a public nuisance;
- (5) provide safe public access to the facility as necessary;
- (6) manage hazardous waste abandoned by others at the facility; and
- (7) prevent or control run-off that would violate 18 AAC 70 (Water Quality Regulations).

18 AAC 60.230. Disease vector, wildlife, and domestic animal control. (a) The owner or operator of a facility subject to the permit requirements of AS 46.03.100 and this chapter shall manage the facility so that

- (1) disease vectors do not endanger public health, safety, or welfare or create a nuisance;
- (2) wildlife and domestic animals do not endanger public health, safety, or welfare, become harmed by contact with the waste; or become a nuisance; the requirements of this paragraph do not apply to a Class III MSWLF.

Sandra Woods
Department of Environmental Conservation
Environmental Health Division
Solid Waste Program
907-465-5318

LUTAK LUMBER & SUPPLY, INC.
P. O. BOX 329
15 BEACH ROAD
HAINES, ALASKA 99827
PHONE: (907) 766-2700

CUST NO: 4025 JOB NO: 000 PURCHASE ORDER: REFERENCE: ELECTRIC FENCE/BRAD RYAN TERMS: NET 25TH CLERK: TA DATE / TIME: 2/3/17 3:03

SOLD TO:
 HAINES BOROUGH ADMINISTRATION
 P.O. BOX 1209

SHIP TO:

EXP. DATE: 2/3/17

TERMINAL: 551

HAINES AK 99827

TAX: 003 SALES TO GOV'T AGENCI

ESTIMATE: 203385

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		27	EA	71035	POST STUDDED T GRN/GRY6'		27	9.06 /EA	244.62 N
2		1	EA	73473	HD 110V ENERGIZER		1	79.99 /EA	79.99 N
3		2	EA	7353220	POLYROPE 656' 6STRND WHT		2	54.99 /EA	109.98 N
4		2	EA	7185945	RUBBER GATE HANDLE		2	4.39 /EA	8.78 N
5		2	EA	7060593	WIRE ALUM 17GAUGE 250'		2	8.79 /EA	17.58 N
6		1	EA	7026172	GATE TUBE 6-RAIL 12' GALV		1	139.99 /EA	139.99 N

TAXABLE 0.00
 NON-TAXABLE 600.94
 SUBTOTAL 600.94

TAX AMOUNT 0.00

TOTAL 600.94

TOT WT: 299.50

X

Received By

January 6, 2017

City of Haines

Regional Disposal Company (RDC) is pleased to offer the following disposal rate:

BID SPECIFICATIONS.

Material type: Municipal Solid Waste (MSW)

Location: Haines

PRICING

MSW in 40-foot open top containers provided by customer

Minimum charge per container of MSW based on up to 25 tons of material per container will be charged at a rate of \$3793.14.. If you exceed 25 tons each additional ton will be \$117.18 per ton. Load max is 27 tons.

CPI adjustment will be done every January 1.

Customer will supply the containers customer would need to supply chassis

EXPIRATION DATE

This quote is valid for thru December 2017.

APPLICABLE TAXES

There is a 3.6% Washington State refuse tax not included

Payment Terms

Net 30-day basis.

TERMS AND CONDITIONS

Material loading: Customer is responsible for safely loading all material into RDC's containers. Damage to chassis or containers or both occurring during loading shall be customer's responsibility. **In addition, customer shall be responsible for loading all containers within legal weight limits and tarping.**

SPECIAL MATERIAL ACCEPTABILITY

Material must meet Washington State Department of Ecology regulations for "Non-Dangerous" Wastes in order to be approved.

DOCUMENTATION

Prior to delivery of material, RDC requires that an authorized individual execute all documentation on behalf of the client. Documentation shall include a master service agreement along with a bill of lading or waste information sheet or both.

Thank you for the opportunity to submit this quote. If we can provide any additional information or assistance, please contact us at (206) 652-8893.

Sincerely,
REGIONAL DISPOSAL COMPANY

Teresa Dillashaw
TDillashaw@republicservices.com

To: Gordius, Joseph
Subject: RE: 2x40 Chassis Lease

From: Gordius, Joseph [<mailto:JGordius@flexi-van.com>]
Sent: Wednesday, February 08, 2017 11:20 AM
To: Krista Kielsmeier
Subject: RE: 2x40 Chassis Lease

Hi Krista,

Sorry for the late reply – had some meetings until now.

Yes, we can surely sell you one instead and much less hassle I'm sure. Is that right – you are looking for two 40' chassis?

We normally don't sell chassis as leasing is our core business. With that said, we do sell them when they are older and the repairs exceed the value and or age of the chassis. When we sell them, we sell them as is and they go for \$2100 each in as is condition.

If you want them repaired, we can do that, but will be additional costs for that service. Our labor rate is \$50 per hour and to get two units repaired would likely be in the range of \$2500-3000 per each chassis (all in). That gives me room for repairing any pre-existing damages and based on our low hourly rate, that is usually a safe number to get units fully repaired.

We have a stringent sale policy and do not sell to the local US Market, but AK and HI would be excluded from that policy since it's over an ocean and in most instances will not affect or compete with our core business. I will still require a signature on my document though.

Part of neutralizing our units for sale, is to remove the prefixes, any Flexi-Van markings, including the license plate. So you would need to have a Trip Permit to get them out of our yard, or preferably a flatbed would come to pick them up and we could load them on the flatbed.

To get the ball started, I've attached the export document, and wire information if you plan to deposit into our account, otherwise I would require a cashiers check before we could start the work. If you chose to do ACH or wire, please take a photo of the deposit slip or send me tracking information so I can locate the deposit for verification.

Once funds are received, we would do the work in 2-3 days to the chassis, and provide you a booking number for your driver or flatbed carrier to identify the units, when he comes to pick them up.

Let me know how you wish to proceed Krista.

Joseph F Gordius

Service Center Manager

Flexi-Van Leasing, Inc. & **FlexiDay®**

3600 South 124th Street

Tukwila, WA 98168

Office # 206-682-9009

Cell # 206-909-3094

Fax # 206-623-2260

jgordius@flexi-van.com

A RESOLUTION OF THE HAINES BOROUGH ASSEMBLY AUTHORIZING AND DESIGNATING CERTAIN PERSONS TO SIGN AND ENDORSE CHECKS PERTAINING TO THE BOROUGH'S FIRST NATIONAL BANK ALASKA ACCOUNTS, AND AUTHORIZING CERTAIN PERSONS AS SIGNATORIES FOR THE BOROUGH'S SECURITY CASH ACCOUNTS AND INVESTMENTS.

WHEREAS, the Haines Borough Assembly approves a signature authority list for the Haines Borough bank accounts; and

WHEREAS, First National Bank Alaska is hereby authorized to honor and pay checks or other orders for the payment of money drawn in the name of the Haines Borough when signed by any two of the authorized individuals; and

WHEREAS, the following individuals are recommended as check signers for all borough First National Bank Alaska bank accounts:

- Janice Hill, Mayor
- Mike Case, Deputy Mayor
- Brad Ryan, Interim Borough Manager
- Julie Cozzi, Borough Clerk (Corporate Secretary)
- Jila Stuart, Chief Fiscal Officer; and

WHEREAS, the Haines Borough has also established and wishes to maintain security cash accounts and investments; and

WHEREAS, a resolution of the Borough Assembly is required to authorize signatories on such accounts and investments; and

WHEREAS, the following individuals are recommended as signatories for all borough security cash accounts and investments:

- Jila Stuart, Chief Fiscal Officer
- Julie Cozzi, Borough Clerk (Corporate Secretary)
- Brad Ryan, Interim Borough Manager

NOW THEREFORE BE IT RESOLVED by the Haines Borough Assembly:

Section 1: The foregoing authorizations shall be continuing ones and shall not be exhausted by their exercise but shall remain in effect until revoked by a resolution of the Haines Borough Assembly, or if any individual named in this resolution ceases to be an official, contractor, or employee of the Haines Borough;

Section 2: The Borough Clerk is hereby authorized to certify to First National Bank Alaska a copy of this resolution and the names of this borough's designated officials and employees thereby authorized to act as check signers;

Haines Borough
Resolution No. 17-02-708
Page 2 of 2

Section 3: The foregoing designated individuals are hereby authorized to sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the Haines Borough; and

Section 4: The Borough Clerk is hereby given the authority, by means of a certification form, to certify the names and titles of such officers when changes in office occur, and is also hereby authorized to certify this resolution has been duly adopted and will remain in full force and effect until the Transfer Agent receives a duly executed amendment to the original Certification Form.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this ___th day of February, 2017.

Janice Hill, Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 17-714
Assembly Meeting Date: 2/14/17

Business Item Description:		Attachments:
Subject: FY17 Shared Fisheries Tax Program		1. Resolution 17-02-709 2. Information including Program Description
Originator: Finance Director		
Originating Department: Finance		
Date Submitted: 2/2/17		

Full Title/Motion:
Motion: Adopt Resolution 17-02-709.

Administrative Recommendation:
Staff recommends adoption of this resolution, since it is a required part of the application process.

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$	\$ 2,192 revenue est.	\$	None; new resol required each year

Comprehensive Plan Consistency Review:

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

This is part of the annual application process for receiving fish tax revenue from the State of Alaska. The resolution is in keeping with the suggested language by DCCED for the shared fisheries program. The purpose of the program is to provide for an annual sharing of fish tax collected outside of municipal boundaries. The application is due March 17, 2017. A description of the program is attached. In recent years, shared fisheries receipts have been as follows:

FY10 \$2,869
 FY11 \$2,723
 FY12 \$2,774
 FY13 \$4,560
 FY14 \$2,407
 FY15 \$916
 FY16 \$2,074

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 2/14/17	Public Hearing Date(s):
	Postponed to Date:

HAINES BOROUGH, ALASKA
RESOLUTION No. 17-02-709

Draft

A Resolution of the Haines Borough Assembly certifying that the municipality did experience significant effects during the program base year from fisheries business activities that occurred within the FMA 17: Northern Southeast Fisheries Management Area.

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY17 Alaska Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality experienced significant effects during calendar year 2015 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides that if the allocation available for a fisheries management area is less than the long-form threshold value, a municipality may demonstrate that it experienced significant effects during the program base year from fisheries business activities that occurred within that fisheries management area through a resolution of the municipality's governing body; and

WHEREAS, the Haines Borough is located within a fisheries management area with an allocation less than the long-form threshold value; and

WHEREAS, 3 AAC 134.120 provides that this resolution satisfies the Short-Form Application resolution requirements under the FY17 Shared Fisheries Business Tax Program,

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly by this resolution certifies that the Haines Borough did experience significant effects during the calendar year 2015 from fisheries business activities that occurred within the FMA 17: Northern Southeast Fisheries Management Area and wishes to apply for funding under the FY17 Shared Fisheries Business Tax Program.

Adopted by a duly-constituted quorum of the Haines Borough Assembly this ____ day of February, 2017.

Janice Hill, Borough Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809
Juneau, AK 99811-0809
Phone: 907.465.5541
Fax: 907.465.5867

January 30, 2017

Dear Municipal Official,

Attached please find the 2017 Shared Fisheries Business Tax Program application. I am sorry for the delay in getting this distributed to you. There have been many changes in DCRA over the past year, and so along with the changes come learning challenges. Having said that, next year should be smooth sailing!

The purpose of the *Shared Fisheries Business Tax Program (SFBT)* is to provide for a sharing of state fish tax collected outside municipal boundaries with municipalities that have been affected by fishing industry activities. Municipalities around the state will share approximately \$2.60 million based on 2015 fisheries activity as reported by fish processors on their fish tax returns.

The law that created this program requires that program funding be first allocated to fisheries management areas around the state based on the level of fish processing in each area compared to the total fish processing for the whole state. Then the funding is further allocated among the municipalities located within each fisheries management area based on the relative level of impacts experienced by each municipality. Details of how the program works are presented in the application under *Program Description*.

Your municipality is located in the Northern Southeast Fisheries Management Area (FMA 17). The municipalities located in this area include Angoon, Gustavus, Haines Borough, Hoonah, Juneau, Skagway, and Tenakee Springs. The FY 17 program allocation to be shared within this area is estimated to be \$21,147.85.

The fisheries management areas where the program allocation is less than \$4,000 multiplied by the number of municipalities in the area, program regulations provide for a "short-form" application. In your area, the threshold value equals \$28,000, (7 municipalities x \$4,000) and you are therefore receiving the attached Short-Form Application. We encourage your municipality to complete the FY 17 SFBT application as soon as possible. Due to the delay in sending these applications out, the **deadline to return them has been extended to March 17, 2017**.

If you have any questions about the program or require assistance in completing the application, please call me at 465-5541.

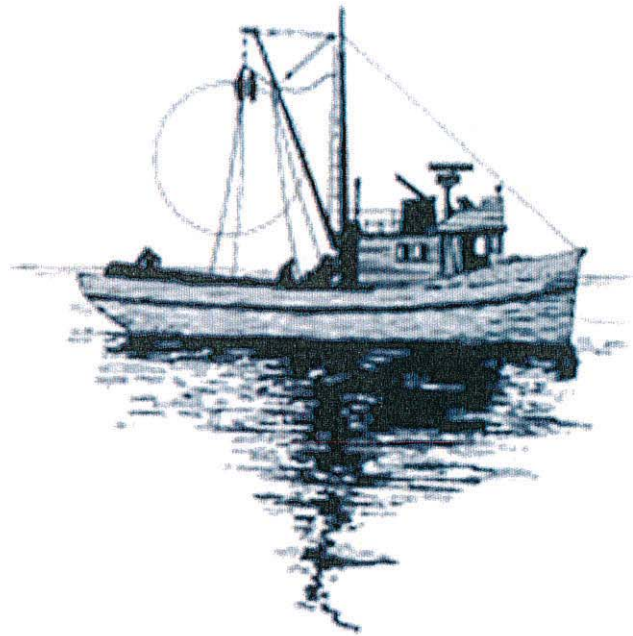
Sincerely,

A handwritten signature in blue ink that reads "Debi Kruse".

Debi Kruse
Community Aid and Accountability Manager

FMA 17: Northern Southeast Area							
		Business Tax			Landing Tax		
<i>Alternative Method*</i>		Total allocation:	50% Divided	50% per capita		Total allocation	
		\$21,147.85	\$10,573.93	\$10,573.93		\$0.00	TOTAL
Community	Population	50% divided share	50% per capita share	Calculated Allocation			Estimated Payment
Angoon	426	\$1,510.56	\$116.41	\$1,626.97		\$0.00	\$1,626.97
Gustavus	533	\$1,510.56	\$145.65	\$1,656.21		\$0.00	\$1,656.21
HB	2,493	\$1,510.56	\$681.26	\$2,191.82		\$0.00	\$2,191.82
Hoonah	783	\$1,510.56	\$213.97	\$1,724.53		\$0.00	\$1,724.53
CBJ	33,277	\$1,510.56	\$9,093.62	\$10,604.18		\$0.00	\$10,604.18
MOS	1,040	\$1,510.56	\$284.20	\$1,794.76		\$0.00	\$1,794.76
Tenakee Springs	142	\$1,510.56	\$38.80	\$1,549.37		\$0.00	\$1,549.37
Totals		38,694	\$10,573.93	\$10,573.93	\$21,147.85	\$0.00	\$21,147.85
Community Count		7					
*All municipalities share 50% of allocation equally; share remaining 50% on a per capita basis.							

**DCCED
SHARED FISHERIES
BUSINESS TAX PROGRAM
FY 17 SHORT-FORM APPLICATION
FOR
FMA 17: NORTHERN SOUTHEAST**



**APPLICATION MUST BE SUBMITTED TO DCCED
NO LATER THAN **MARCH 17, 2017****

**State of Alaska
Bill Walker, Governor**

**Department of Commerce, Community, and
Economic Development
Chris Hladick, Commissioner**

**Division of Community and Regional Affairs
Katherine Eldemar, Director**

FY 17 SHARED FISHERIES BUSINESS TAX PROGRAM

PROGRAM DESCRIPTION

The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax collected outside municipal boundaries to municipalities that can demonstrate they suffered significant effects from fisheries business activities. This program is administered separately from the state fish tax sharing program administered by the Department of Revenue which shares fish tax revenues collected inside municipal boundaries.

Program Eligibility

To be eligible for an allocation under this program, applicants must:

1. Be a municipality (city or borough); and
2. Demonstrate the municipality suffered significant effects as a result of fisheries business activity that occurred within its respective fisheries management area(s).

Program Funding

The funding available for the program this year is equal to half the amount of state fisheries business tax revenues collected outside of municipal boundaries during calendar year 2015.

Program funding is allocated in two stages:

1st Stage: Nineteen Fisheries Management Areas (FMAs) were established using existing commercial fishing area boundaries. The available funding is allocated among these 19 FMAs based on the pounds of fish and shellfish processed in the whole state during the 2015 calendar year. For example, if an area processed 10% of all the fish and shellfish processed in the whole state during 2015, then that area would receive 10% of the funding available for the program this year. These allocations are calculated based on Fisheries Business Tax Return information for calendar year 2015.

2nd Stage: If the total funding available for a Fisheries Management Area (FMA) is less than the long-form threshold value (the value determined by multiplying the number of municipalities in an area by \$4,000), then one half of the allocation is divided equally among the eligible applicants in that area. The other half of the area allocation is distributed among the eligible applicants proportionate to the populations of all the eligible applicants in the area. This is known as the short-form method*.

* Because your municipality is located within a Fisheries Management Area with a total allocation less than the long-form threshold value, you have been provided a Short-Form Application.

FY 17 SHARED FISHERIES BUSINESS TAX PROGRAM

PROGRAM DESCRIPTION

Short-Form Application Method: In order to receive funding under the Short-Form Application Method, an applicant must have suffered significant effects during the program base year from fisheries business activities that occurred within its respective fisheries management area(s).

Some important definitions: The Shared Fisheries Business Tax Program provides for a sharing of State Fisheries Business Tax with municipalities that can demonstrate they suffered *significant effects* during the *program base year* from *fisheries business activity* in their respective fisheries management area.

For the purposes of this program, "fisheries business activity" means:

- activity related to fishing, including but not limited to the catching and sale of fisheries resources;
- activity related to commercial vessel moorage and commercial vessel and gear maintenance;
- activity related to preparing fisheries resources for transportation; and,
- activity related to processing fisheries resources for sale by freezing, icing, cooking, salting, or other method and includes but is not limited to canneries, cold storages, freezer ships, and processing plants.

And, "significant effects" means:

- municipal expenditures during the program base year demonstrated by the municipality to the department to be reasonable and necessary that are the result of fisheries business activities on the municipality's:
 - population;
 - employment;
 - finances;
 - air and water quality;
 - fish and wildlife habitats; and,
 - ability to provide essential public services, including health care, public safety, education, transportation, marine garbage collection and disposal, solid waste disposal, utilities, and government administration.

And, "program base year" means:

- calendar year 2015.



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 17-718

Assembly Meeting Date: 2/14/17

Business Item Description:	Attachments:
Subject: Correct Manifest Clerical Error and Authorize Amended 2016 Property Tax Bills	1. Resolution 17-02-710 2. Spreadsheet Regarding Manifest Clerical Errors
Originator: Finance Director	
Originating Department: Assessment and Finance	
Date Submitted: 2/8/17	

Full Title/Motion:
Motion: Adopt Resolution 17-02-710.

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

Fiscal Impact:			
Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$	\$	\$	\$2,679.28

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

Summary Statement:
<p>Staff discovered a clerical error in the 2016 property tax bills regarding four individual parcels. The property tax bills were erroneously generated using the 2015 property values rather than the 2016 property values.</p> <p>The property owners timely received 2016 assessment notices with the correct, increased property values. No property owner appealed the 2016 property value.</p> <p>Pursuant to both Alaska State law and borough code, the assembly may correct manifest clerical errors. Resolution 17-02-710 corrects such error and allows for the borough to amend the property tax bills for the four affected parcels.</p>

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

Assembly Action:	
Meeting Date(s): 2/14/17	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly authorizing the issuance of amended 2016 property tax bills for four parcels totaling \$2,679.28 of tax which was not billed due to a manifest clerical error.

WHEREAS, borough staff discovered a manifest clerical error involving four real property accounts within the townsite that involved the under billing of 2016 property taxes in an amount totaling \$2,679.28; and

WHEREAS, the record owners of each parcel received timely 2016 assessment notices with correct property valuation per HBC 3.72.080 and AS 29.45.170; and

WHEREAS, none of the record property owners appealed the 2016 assessed values; and

WHEREAS, the 2016 tax was incorrectly calculated using the 2015 value rather than the correct 2016 value for these four tax parcels; and

WHEREAS, this is correctable by the assembly "at any time" as a manifest clerical error pursuant to HBC 3.74.260 and AS 29.45.500";

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the borough manager to issue amended 2016 tax bills for the four affected parcels.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this ____ day of _____, 2017.

Janice Hill, Mayor

Attest:

Julie Cozzi, MMC, Borough Clerk

Manifest Clerical Error

	Parcel #1	Parcel #2	Parcel #3	Parcel #4	Total
2015 Assessed Values					
2015 Land Value	\$ 35,500	33,900	83,200	84,100	
2015 Improvement Value	<u>135,900</u>	<u>47,300</u>	<u>7,800</u>	<u>-</u>	
2015 Total Taxable Value	\$ 171,400	81,200	91,000	84,100	
2016 Assessed Values					
2016 Land Value	\$ 35,500	33,900	83,200	84,100	
2016 Improvement Value	<u>140,000</u>	<u>100,400</u>	<u>196,500</u>	<u>10,000</u>	
2016 Total Taxable Value	\$ 175,500	134,300	279,700	94,100	
2016 Mill Rate	10.47	10.47	10.47	10.47	
Correct 2016 tax per assessed value	\$ 1,837.49	1,406.12	2,928.46	985.23	
2016 Tax bill Sent July 2016	\$ 1,794.56	850.17	952.77	880.53	
Amount Due (under billed)	\$ 42.93	555.96	1,975.70	104.70	\$ 2,679.28



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 17-719

Assembly Meeting Date: 2/14/17

Business Item Description:	Attachments:
Subject: Contract with MRV Architects for Haines Library Addition Design and Cost Estimates (\$111,046)	1. Resolution 17-02-711 2. Library Director Memo 3. MRV Architects Memo 4. MRV Architects Contract 5. Conceptual Designs
Originator: Library Director	
Originating Department: Library	
Date Submitted: 2/8/17	

Full Title/Motion:
Motion: Adopt Resolution 17-02-711.

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

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$ 111,046	\$ 55,949	\$ 0	See attached memo

Comprehensive Plan Consistency Review:

Comp Plan Goals/Objectives: Objective 17B, page 291	Consistent: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Summary Statement:

MRV Architects has completed conceptual drawings for an addition at the Haines Borough Public Library. MRV Architects has provided a quote of \$111,046 for Haines Library Addition design (to take the project through to bid-ready construction documents) and a cost estimation fee proposal. The design development/construction documentation proposal (\$98,680) calls for full design and documentation of the project that consists of three additions to the building as shown in the conceptual documents; two visits by the architect at the end of the design development phase and the end of the construction documentation phase to present the project in Haines; assistance with selection and specification of workstations; and deliverables. The cost estimation fee proposal (\$12,366) includes two professional cost estimations for the project, one at the end of design development and one at the end of the construction documents. Funding will come from 1) CIP appropriations (\$55,949) for the library addition and 2) the Haines Friends of the Library's Library Expansion Addition Project capital campaign (\$55,097).

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 2/14/17	Public Hearing Date(s):
	Postponed to Date:

A Resolution of the Haines Borough Assembly authorizing the Borough Manager to contract with MRV Architects for an amount not-to-exceed \$111,046 for Haines Library Addition design and a cost estimation fee proposal.

WHEREAS, MRV Architects has completed conceptual drawings for an addition at the Haines Borough Public Library; and

WHEREAS, MRV Architects has provided a quote of \$111,046 for Haines Library Addition design (to take the project through to bid-ready construction documents) and a cost estimation fee proposal; and

WHEREAS, the design development/construction documentation proposal (\$98,680) calls for full design and documentation of the project that consists of three additions to the building as shown in the conceptual documents; two visits by the architect at the end of the design development phase and the end of the construction documentation phase to present the project in Haines; assistance with selection and specification of workstations; and deliverables; and

WHEREAS, the cost estimation fee proposal (\$12,366) includes two professional cost estimations for the project, one at the end of design development and one at the end of the construction documents; and

WHEREAS, funding will come from 1) CIP appropriations (\$55,949) for the library addition and 2) the Haines Friends of the Library's Library Expansion Addition Project capital campaign (\$55,097),

NOW, THEREFORE, BE IT RESOLVED that the Haines Borough Assembly authorizes the Borough Manager to contract with MRV Architects for an amount not-to-exceed \$111,046 for Haines Library Addition design and a cost estimation fee proposal.

Adopted by a duly-constituted quorum of the Haines Borough Assembly on this _____ day of _____, 2017.

Attest:

Janice Hill, Mayor

Julie Cozzi, MMC, Borough Clerk

MEMO

Re: LEAP (Library Expansion Addition Project) Change to Original Design Proposal

Background

Resolution No. 14-10-592, adopted by the Assembly October 14, 2014 approving an amount not to exceed \$51,318 for Haines Library Addition Design and an alternate cost estimation fee proposal.

Following a visit from the Rasmuson Foundation Board to Haines, the library was encouraged to think further into the future and not only look to what we need now.

MRV Architects created conceptual designs for an expanded Community Room. Several discussion meetings took place with the following results:

May 18, 2016: Joint meeting of Library Advisory Board and Friends of the Library Board. Both Boards were represented by a quorum and voted unanimously to proceed with the full design plans. The full design will include the original design of the storage/server/staff area and multi-purpose room, as well as the expanded community room.

June 19, 2016: Joint meeting of Library Advisory and Friends of the Library Boards to determine building and construction timeline. It was approved unanimously to approach the project in phases, beginning construction of the original design once fund-raising goals have been reached and continue fundraising for expanded community room space for the future.

What we anticipate:

- Additional fees in the amount of \$55,097 will be covered by Friends of the Haines Borough Public Library LEAP Capital Campaign funds.
- Receiving bid-ready documents allows us to move from estimates to clear costs and seek out grant funding.
- No increase in staff (potential increase of custodial hours by 2.5 hours pr/wk with completion of full expansion)

Benefits to the Community

Storage/Server/Staff room will:

- improve workflow efficiency, enabling staff to better serve patrons
- clear staff traffic areas, creating a safer work environment
- make room for technology development, bringing it up to current standards

Multi-purpose room will:

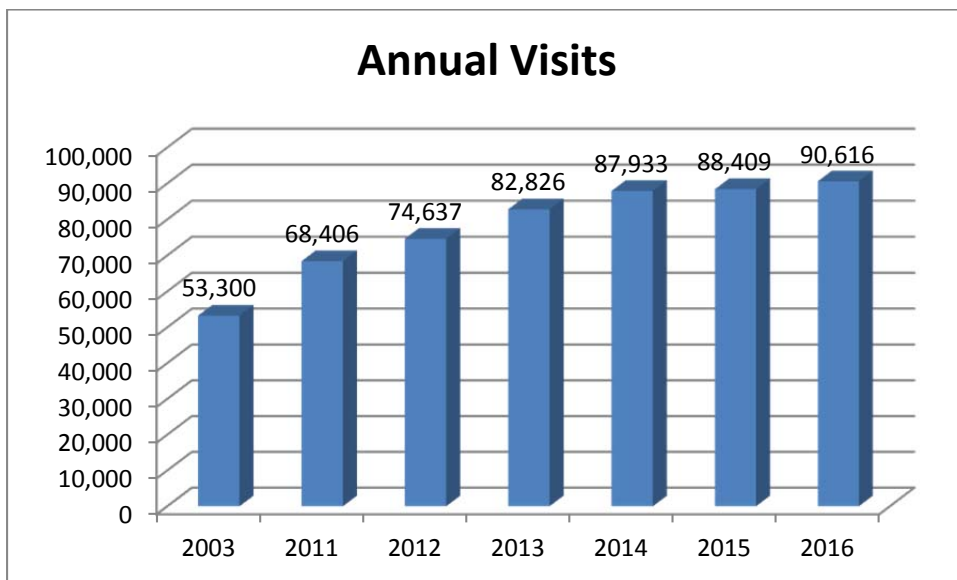
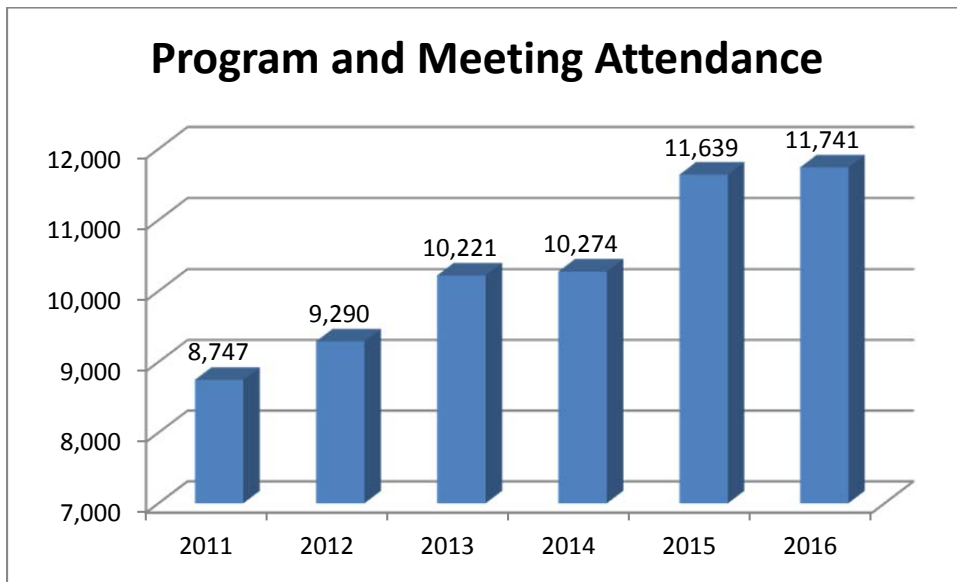
- expand user availability for small group meetings and programs
- create additional study and test proctoring space

- increase flexibility in types of programming to maximum STEAM (science, technology, engineering, arts, math) possibilities

Expanded Community Room will:

- increase capacity, comfort, and safety of program attendees
- improve audio/visual capabilities
- maximize use for Borough-wide hosted events

Growing Statistics



MRV ARCHITECTS, PC

1420 GLACIER AVENUE, JUNEAU, AK 99801 (907) 586-1371

Project: **Haines Library Addition**
Subject: Addition Fee Proposals REVISED
To: Patricia Brown
From: Corey Wall
Date: January 19, 2016

MRV 1116

After the preparation of our September 2014 design fee proposal, we have been pleased to work with you to refine the project to include a Community Room addition. Please find attached the revised fee proposals to take the revised design through to bid-ready Construction Documents.

We have broken up the fee proposal into two parts. The first, titled "DD-CDs Fee Proposal" is the architectural and engineering work required to take the project to bid-ready documentation. The lump sum proposal of \$98,680 includes:

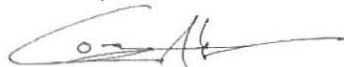
- Full design and documentation of the project—consisting of three additions to the building as shown in the Conceptual Documents.
- Two visits by the Architect at the end of the Design Development phase and the end of the Construction Documentation phase to present the project in Haines.
- Assistance with selection and specification of the workstations. The proposal does not include preparation of a full bid set for the workstations as a separate project.
- Interim deliverables at the end of Design Development will include electronic PDFs and 4 hard copies of the bound documents.
- The final deliverables will include electronic PDFs and a single set of camera-ready hard-copy documents.
- Note that the fee proposal does not include bidding or Construction Administration work since the timing of this is unknown. We will, of course, be more than happy to work with you on these phases at a later date.

The total square footage of the proposed additions is 2,826sf. We have been seeing construction prices for similar projects ranging from \$425 - \$500 recently which would indicate the construction price for the project is somewhere in the \$1.2 - \$1.4M range. The current fee proposals are at about 12% of the projected construction price, which is reasonable for a complicated renovation project of this type.

The second fee proposal is titled "Cost Estimation Fee Proposal". This lump sum proposal of \$12,366 includes two professional cost estimations for the project, one at the end of Design Development and one at the end of the Construction Documents.

Thanks again! Do not hesitate to contact me with questions or concerns.

Sincerely,



Corey Wall, AIA

 **AIA**® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30 day of November in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Haines Borough ~~Public Library~~
PO Box ~~1089~~ 1209
Haines, AK 99827

and the Architect:
(Name, legal status, address and other information)

MRV Architects
1420 Glacier Ave. #101
Juneau, AK 99801
Telephone Number: 907.586.1371
Fax Number: 907.463.5544

for the following Project:
(Name, location and detailed description)

Haines Library Addition
111 3rd Ave South
Haines, AK 99827

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Project consists of Design Development through Construction Document services for additions to the Haines Borough Public Library as per the attached Exhibit A: "Addition Fee Proposals REVISED Memo" dated 1/19/2016.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Unknown

.2 Substantial Completion date:

Unknown

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
1,000,000
- .2 Automobile Liability
Hired & Non-owned \$1,000,000
- .3 Workers' Compensation
\$1,000,000
- .4 Professional Liability
\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1	Programming	Not Provided
§ 4.1.2	Multiple preliminary designs	Not Provided
§ 4.1.3	Measured drawings	Not Provided
§ 4.1.4	Existing facilities surveys	Not Provided
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not Provided
§ 4.1.6	Building information modeling	Not Provided
§ 4.1.7	Civil engineering	Not Provided
§ 4.1.8	Landscape design	Not Provided
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided
§ 4.1.11	Detailed cost estimating	Architect
§ 4.1.12	On-site project representation	Not Provided
§ 4.1.13	Conformed construction documents	Not Provided
§ 4.1.14	As-Designed Record drawings	Not Provided
§ 4.1.15	As-Constructed Record drawings	Not Provided
§ 4.1.16	Post occupancy evaluation	Not Provided
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided
§ 4.1.18	Tenant-related services	Not Provided
§ 4.1.19	Coordination of Owner's consultants	Not Provided
§ 4.1.20	Telecommunications/data design	Not Provided
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided
§ 4.1.22	Commissioning (B211™-2007)	Not Provided
§ 4.1.23	Extensive environmentally responsible design	Not Provided
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided
§ 4.1.25	Fast-track design services	Not Provided
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Detailed Cost Estimation is provided as per "Cost Estimate Fee Proposal REVISED" dated 1/19/2016

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 NA (NA) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 NA (NA) visits to the site by the Architect over the duration of the Project during construction
- .3 NA (NA) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 NA (NA) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$111,046, including \$98,680 in DD-CD Design Services and \$12,366 in Detailed Cost Estimation (see 11.2 below). See Exhibit A: "Addition Fee Proposals REVISED Memo" dated 1/19/2016.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Detailed Cost Estimation is provided as per "Cost Estimate Fee Proposal REVISED" dated 1/19/2016. Amount is included in 11.1, above.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Standard hourly rates as applicable.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Eight percent (8.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent ()
Design Development Phase	percent ()
Construction Documents Phase	percent ()
Bidding or Negotiation Phase	percent ()

Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As per attached Fee Proposals

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent (zero %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

8.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

Exhibit A: "Addition Fee Proposals REVISED Memo", dated 1/19/2016
"Haines Library Addition DD-CDs Fee Proposal REVISED", dated 1/19/2016.
"Haines Library Addition Cost Estimate Fee Proposal REVISED", dated 1/19/2016.

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

None

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Brad A. Ryan Director of Public Facilities, Haines
Borough

(Printed name and title)

ARCHITECT



(Signature)

Paul Voelckers, AIA President, MRV Architects,
PC

(Printed name and title)

Additions and Deletions Report for **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:54:17 on 12/02/2016.

PAGE 1

AGREEMENT made as of the 30 day of November in the year 2016

...

Haines Borough Public Library
PO Box 1089
Haines, AK 99827

...

MRV Architects
1420 Glacier Ave. #101
Juneau, AK 99801
Telephone Number: 907.586.1371
Fax Number: 907.463.5544

...

Haines Library Addition
111 3rd Ave South
Haines, AK 99827

PAGE 2

Project consists of Design Development through Construction Document services for additions to the Haines Borough Public Library as per the attached Exhibit A: "Addition Fee Proposals REVISED Memo" dated 1/19/2016.

...

Unknown

...

Unknown

PAGE 3

1,000,000

...

Hired & Non-owned \$1,000,000

...

\$1,000,000

...

\$1,000,000

PAGE 9

Additional Services	Responsibility (Architect, Owner or Not or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008) information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Architect	
§ 4.1.12 On-site Project Representation (B207™-2008) project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)(B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

...

Detailed Cost Estimation is provided as per "Cost Estimate Fee Proposal REVISED" dated 1/19/2016

PAGE 10

- .1 NA (NA) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 NA (NA) visits to the site by the Architect over the duration of the Project during construction
- .3 NA (NA) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 NA (NA) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 14

Litigation in a court of competent jurisdiction

PAGE 16

\$111,046, including \$98,680 in DD-CD Design Services and \$12,366 in Detailed Cost Estimation (see 11.2 below). See Exhibit A: "Addition Fee Proposals REVISED Memo" dated 1/19/2016.

...

Detailed Cost Estimation is provided as per "Cost Estimate Fee Proposal REVISED" dated 1/19/2016. Amount is included in 11.1, above.

...

Standard hourly rates as applicable.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Eight percent (8.00 %), or as otherwise stated below:

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As per attached Fee Proposals

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus 0 percent (zero %) of the expenses incurred.

...

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

8.00 % per annum

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None.

...

Exhibit A: "Addition Fee Proposals REVISED Memo", dated 1/19/2016
"Haines Library Addition DD-CDs Fee Proposal REVISED", dated 1/19/2016.
"Haines Library Addition Cost Estimate Fee Proposal REVISED", dated 1/19/2016.

...

None

...

Brad A. Ryan Director of Public Facilities, Haines
Borough

Paul Voelckers, AIA President, MRV Architects,
PC

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:54:17 on 12/02/2016 under Order No. 2734106257 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect , as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

PRESIDENT, MRV

(Title)

12-13-2016

(Dated)

MRV ARCHITECTS PROFESSIONAL SERVICES ANALYSIS

Haines Library Addition with Community Room	MRV 1116.04 & .05
MRV Architects - Design Development - Construction Documents REVISED	January 19, 2016

Architectural Work Completed To-Date

<i>Research of Existing documents, preparation of REVIT model, etc.</i>	6,636
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STAFF CATEGORIES	PIC	PM	PA	AD	D
HOURLY RATES (\$/HR)	155	131	115	95	79

Design Development

Overall Site Plan			2		2
Expanded Floor Plans (3)			8		8
Building Sections (3)			8		8
Roof Plan (1)			2		2
Coordination Telephone Conferences (3)			3		
<i>On-site Presentation</i>			8		

Construction Documents

Overall Site Plan			12		6
Expanded Floor Plans (3)			20		20
Building Sections (3)			18		12
Roof Plan (1)			4		2
Wall Sections (4)			20		12
Interior Elevations			8		8
Details (20)			48		48
Casework / Workstations Selection and Specifications			12		
Specifications			12		2
Coordination			8		
Coordination Telephone Conferences (3)			3		
<i>On-site Presentation</i>			8		

SUBTOTAL HOURS	0	0	204	0	130
SUBTOTAL FEES	0	0	23,460	0	10,270
SUBTOTAL MRV DESIGN FEES					40,366

MRV ARCHITECTS PROFESSIONAL SERVICES ANALYSIS

Haines Library Addition with Community Room	MRV 1116.04 & .05
MRV Architects - Design Development - Construction Documents REVISED	January 19, 2016

CONSULTANTS (See attached detail sheets)

BBFM (Structural Engineer)	15,525
Murray & Assoc. (Mechanical Engineer) - DD	17,015
Haight & Associates Engineers (Electrical Engineer)	20,714

SUBTOTAL	53,254
MRV OH/P Mark-up @ 8%	4,260
SUBTOTAL ENGINEERING CONSULTANT FEES	57,514

REIMBURSABLE EXPENSES (billed at actual to cap)

MRV ARCHITECTS	
<i>Flight, Lodging & Per Diem - 2 Visits</i>	800

SUBCONSULTANTS

<i>No subconsultant trips proposed</i>	
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SUBTOTAL EXPENSES	800
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LUMP SUM FEE PROPOSAL	98,680
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Haines Library Addition

CLIENT: MRV Attn: Corey Wall

PREPARED BY: Troy Feller

DATE: September 3, 2014, Rev November 9, 2015

BBFM Engineers, Inc.
Structural Fee Proposal

COMMENTS:

- Lump sum fee for Construction Documents

- One 14'x36' and one 10'x44' addition
- 30'x45' Community Room
- Conventional concrete foundations similar to existing building
- Framing will be similar to existing building
- Bidding and Construction Administration not included
- Special Inspection by others
- Seismic design of mechanical and electrical equipment support not included in this proposal, but can be included as added scope with added fee.

TASKS	Senior Principal	Principal	Associate	Sr Project Engineer	Project Engineer	Structural Designer	CAD Tech 2	CAD Tech 1	Office Manager	Clerical
Design										
Roof Framing	0	4	0	0	24	0	0	0	0	0
Columns/Walls	0	2	0	0	8	0	0	0	0	0
Foundations	0	2	0	0	10	0	0	0	0	0
Misc Struct	0	1	0	0	3	0	0	0	0	0
Lateral Loads	0	4	0	0	20	0	0	0	0	0
A/M/E Minor Support	0	0	0	0	2	0	0	0	0	0
S1 Gen Notes & Abbrev	0	0	0	0	0	0	0	1	0	0
S2 Foundation Plan	0	0	0	0	0	0	0	6	0	0
S3 Roof Framing Plan	0	0	0	0	0	0	0	10	0	0
S4 Foundation Details	0	0	0	0	0	0	0	10	0	0
S5 Framing Details	0	0	0	0	0	0	0	12	0	0
Design Meetings	0	2	0	0	0	0	0	0	0	0
Specifications	0	0	0	0	6	0	0	0	0	0
Quality Control	0	2	0	0	0	0	0	0	0	0
Permit/Govt Review	0	0	0	0	0	0	0	0	0	0
TOTAL HOURS	0	17	0	0	73	0	0	39	0	0
RATE	\$225.00	\$180.00	\$160.00	\$140.00	\$120.00	\$100.00	\$115.00	\$95.00	\$135.00	\$60.00
HOURS * RATE	\$0	\$3,060	\$0	\$0	\$8,760	\$0	\$0	\$3,705	\$0	\$0
TOTAL LABOR	\$15,525									
EXPENSES										
Insurance	\$0									
Travel	\$0									
Food	\$0									
Lodging	\$0									
Auto	\$0									
Parking	\$0									
Reproduction	\$0									
Delivery	\$0									
TOTAL EXPENSES	\$0									
TOTAL FEE	\$15,525									

Client: MRV Architects; Attn: Corey Wall, AIA
Project Name: HNS Library Addition
Date: 11/9/15
MAPC Project Number: 40-155

MECHANICAL ENGINEERING BASE SERVICES - DESIGN

Schematic Design	\$0
Design Development	\$5,465
Construction Documents	\$11,150
DESIGN TOTAL - Lump Sum	\$16,615
Trip Expenses (1)	\$400
TOTAL MECHANICAL ENGINEERING DESIGN:	\$17,015

MECHANICAL ENGINEERING BASE SERVICES - CONSTRUCTION SERVICES & BIDDING

Bidding	\$1,205
Construction Services	\$11,565
CONSTRUCTION SERVICES TOTAL - Time & Expense	\$12,770
Trip Expenses (2)	\$800
TOTAL MECHANICAL BIDDING & CONSTRUCTION SERVICES:	\$13,570

Fee Schedule (\$/HR)	150	135	110	85	
TASK DESCRIPTION	PRIN	PROJ	DES	DFTR	SUB
Mechanical Engineering	ENGR	ENGR	ENGR		TOTAL
	(HRS.)	(HRS.)	(HRS.)	(HRS.)	(\$)
DESIGN DEVELOPMENT DOCUMENTS					
Coordination Meeting/Plan Development	1.0	0.0	1.0	2.0	\$ 430
Calculations/Research/ Equip Selection	2.0	0.0	4.0	0.0	\$ 740
Design Systems - Dwgs (3) Show Primary Systems					
Heating - Extend Existing Hot Water Boiler System	1.5	0.0	6.0	4.0	\$ 1,225
Vent/Exh - Extend Existing, New AHU for Comm Rm, IT Server EF	1.5	0.0	6.0	4.5	\$ 1,268
Plumbing - None	0.0	0.0	0.0	0.0	\$ -
Sprinkler - Extend Existing, Performance Spec	0.0	0.0	0.0	0.5	\$ 43
Narrative, Catalog Cuts	1.0	0.0	6.0	0.0	\$ 810
Revit Production	0.0	0.0	0.0	0.0	\$ -
Coordination with Consultants	0.5	0.0	0.5	0.0	\$ 130
Meetings (1); Consultants	1.5	0.0	1.5	0.0	\$ 390
65% Submittal to Owner, Printing	0.5	0.0	0.5	2.0	\$ 300
Cost Estimate Review	0.5	0.0	0.5	0.0	\$ 130
DESIGN DEVELOPMENT DOCUMENTS CD TOTAL:	10.0	0.0	26.0	13.0	\$ 5,465
CONSTRUCTION DOCUMENTS					
Coordination Meeting/Plan Development	0.5	0.0	0.0	1.0	\$ 160
Site Trip	1.0	0.0	7.0	0.0	\$ 920
Calculations/Research/ Equip Selection	1.0	0.0	1.0	0.0	\$ 260
Design Systems					
Demolition Dwgs, CAD Existing Systems	1.0	0.0	3.0	5.0	\$ 905
Heating - Extend Existing Hot Water Boiler System	1.0	0.0	6.0	5.0	\$ 1,235
Vent/Exh - Extend Existing, New AHU for Comm Rm, IT Server EF	1.0	0.0	17.0	11.0	\$ 2,955
Plumbing - None	0.0	0.0	0.0	0.0	\$ -
Sprinkler - Extend Existing, Performance Spec	0.0	0.0	0.5	0.5	\$ 98
Details, Diagrams	0.5	0.0	2.5	2.5	\$ 563
Specifications	3.0	0.0	9.0	0.0	\$ 1,440
Coordination with Consultants	1.0	0.0	0.0	1.0	\$ 235
Alternates	0.0	0.0	0.5	0.5	\$ 98
Revit Production - Not Included	0.0	0.0	0.0	0.0	\$ -
Meetings (2); Consultants	1.5	0.0	3.0	0.0	\$ 555
LEEDS (Not Included)	0.0	0.0	0.0	0.0	\$ -
95% Submittal to Owner	1.0	0.0	1.0	1.0	\$ 345
Internal Review	2.5	0.0	2.0	1.0	\$ 680
Construction Cost Estimate Review	0.5	0.0	0.5	0.0	\$ 130
Final Production, Printing, Permit Coordination	1.5	0.0	2.0	1.5	\$ 573
CONSTRUCTION DOCUMENTS CD TOTAL:	17.0	0.0	55.0	30.0	\$ 11,150

Murray & Associates, P. C.
P.O. Box 21081
Juneau, Alaska 99802

Client: MRV Architects; Attn: Corey Wall, AIA
Project Name: HNS Library Addition
Date: 11/9/15
Project Number: 40-155

Fee Schedule (\$/HR)	150	130	110	85	
TASK DESCRIPTION	PRIN	PROJ	DES	DFTR	SUB
Mechanical Engineering	ENGR	ENGR	ENGR	(HRS.)	TOTAL
	(HRS.)	(HRS.)	(HRS.)	(HRS.)	(\$)
BIDDING					
Pre Bid Meeting	0	0	0	0	\$ -
Bidding Coordination, Addendums	2	0	6	2	\$ 1,130
Bid Review	0.5	0			\$ 75
BIDDING TOTAL:	2.5	0.0	6.0	2.0	\$ 1,205
CONSTRUCTION SERVICES					
Preconstruction Meeting Teleconference	0	0	0.5	0	\$ 55
RFI Assistance - 6 months @ 2.5 hrs/month	6	0	18	3	\$ 3,135
RFP Assistance- 6 months @ 1 hrs/month	2	0	6	2	\$ 1,130
Submittal Review	2	0	12	0	\$ 1,620
2nd Submittal Review	2	0	6	0	\$ 960
Progress Observation with memo (1)	1	0	9	0	\$ 1,140
Weekly Meetings, Teleconference	2	0	3	0	\$ 630
Substantial Comp Observation (1) w/ report	2	0	12	0	\$ 1,620
Review Close-Out Materials; TAB Report, O&M's, As-builts	1.5	0	5	0	\$ 775
Final Observation (0) with report	0	0	0	0	\$ -
Final close-out coordination in office	1.5	0	2.5	0	\$ 500
CONST. ADMIN. SERVICES TOTAL:	20	0	74	5	\$ 11,565

Proposed fee is a revision to a previous fee proposal due to the addition of a Community Hall.

Conformed Docs & As-built Drawing Preparation has not been included in the above fee and would be an Additional Service if desired.



526 Main Street
Juneau, Alaska
99801

Telephone
(907) 586-9788
Fax
(907) 586-5774

FEE ESTIMATE

PROJECT NAME: Haines Library Additions

CLIENT: MRV - Corey
PROJECT NO.: 125-132
DATE: 10 Jan 2016

STAFF	SCHMATIC	DESIGN	CONTRACT	BIDDING:	TOTAL	RATE	TOTAL
	DESIGN:	DEVELOPMENT:	DOCUMENTS:				
	(HOURS)	(HOURS)	(HOURS)	(HOURS)	(HOURS)	(\$/HR)	(\$)
Ben	4	10	7	0	21	175	3,675
Nimmy	19	33	30	5	87	140	12,180
Kyle	0	0	0	0	0	135	0
Peggy	0	14	1	0	15	95	1,425
Robbie	0	17	27	0	44	85	3,740
Clerical	0	2	0	0	2	65	130
Administrative	0	0	0	0	0	85	0
TOTAL (Time)	23	76	65	5	169		
TOTALS (\$)	\$3,360	\$9,275	\$7,815	\$700			\$21,150
Total (Sales Tax - CBJ @ 5%)	\$0	\$0	\$0	\$0			\$0
TOTAL (Reimbursable Expenses)	\$264	\$0	\$0	\$0			\$264
PROJECT TOTAL	\$3,624	\$9,275	\$7,815	\$700			\$21,414
INVOICE PARAMETER:	LS	LS	LS	LS			
LS = Lump Sum or Fixed Fee							
T&E = Time & Expense							

MRV ARCHITECTS PROFESSIONAL SERVICES ANALYSIS

Haines Library Addition	MRV 1116.04 & .05
MRV Architects - ALTERNATE Professional Cost Estimation	January 19, 2016

STAFF CATEGORIES	PIC	PM	PA	AD	D
HOURLY RATES (\$/HR)	155	131	115	95	79

SUBTOTAL HOURS	0	0	0	0	0	0
SUBTOTAL FEES	0	0	0	0	0	0
SUBTOTAL MRV DESIGN FEES						0

CONSULTANTS (See attached detail sheets)

HMS Cost Estimation (Basic Fee as per attached)	11,450
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SUBTOTAL	11,450	
MRV OH/P Mark-up @ 8%	916	
SUBTOTAL ENGINEERING CONSULTANT FEES		12,366

REIMBURSABLE EXPENSES (billed at actual to cap)

SUBTOTAL EXPENSES	0	
TOTAL FEE PROPOSAL, HOURLY TO CAP		\$12,366



Fee Proposal

4103 Minnesota Drive • Anchorage, Alaska 99503
p: 907.561.1653 f: 907.562.0420 mail@hmsalaska.com

DATE	PROPOSAL NO.
1/20/16	P14-09-08

<p>To:</p> <p>MRV Architects 1420 Glacier Avenue, Suite 101 Juneau, Alaska 99801</p> <p>Attn: Corey Wall</p>
--

Project: Haines Library Addition

Location: Haines, Alaska

1. Project Description and Service (Revision 1)

Prepare construction cost estimates for the following scope of work.

- Demolish existing wall/structure for three new additions on three sides of the library (as follows).

Staff Area Addition	486 SF
Community Room Addition	2,628 SF
Teen/Seating Addition	<u>810 SF</u>
Total Addition Area:	<u><u>3,924 SF</u></u>

- Site modifications as necessary for new additions.
- Demolition of existing structures and exterior walls for new additions.
- Upgrade to existing library, as necessary ($\pm 10,952$ SF) additions.
- Minor mechanical and electrical modifications in existing library including extensions of systems for new additions.
- Allowance for phasing and sequencing for new additions.

Estimates will be in Unifomat Elemental Categories and priced for 2017 competitive bids.



Fee Proposal

2. Fee Breakdown (Lump Sum)

	<u>Basic Fee</u>	<u>Optional Fee (If Required)</u>	<u>Total</u>
35% Design Estimate	\$ 3,226	\$ 0	\$ 3,226
65% Design Estimate	0	3,847	3,847
95% Design Estimate	4,377	0	4,377
TOTAL FEE:	\$ 7,603	\$ 3,847	\$ 11,450

Note:

Should any phase of estimating be omitted from this proposal, HMS reserves the right to increase fee for subsequent estimate by 10% to 30% depending upon the additional level of effort. Also, add two extra days to the schedule for completion of the estimate.

The above fee does not include preparation of additive bid items or alternates. See 4. Terms below.

3. Schedule

Allow the following full working days to provide the proposed services. Time for task completion will begin following receipt of all available design information for that particular phase. Please note that the following durations exclude weekends, holidays and partial days. Also, please give two weeks advance notice for commencing each phase of work.

35% Design Estimate
 65% Design Estimate
 95% Design Estimate

Within (7) Full Working Days
 Within (8) Full Working Days
 Within (10) Full Working Days

4. Terms

Deliverable:

HMS Inc. will provide a copy of our estimate via email in a PDF file format or, if necessary, in Excel. Should a hard copy of the estimate be necessary, at your request, a bound or loose copy will be provided to you.

Drawings:

Architect/Engineer shall provide HMS Inc. with full size, correct scale drawings, along with an electronic set (DWF format preferred). Should these not be provided, it may be necessary to increase our fee proposal and add additional days to complete our work.

Should it be necessary, HMS Inc. has the capability to print one or two drawings, however, depending on the quantity, an additional charge may be added at \$4.00/sheet.

Additive Bid Items or Alternates:

Our fee proposal does not include preparing estimates for additive bid items or alternates (except those included in Section 2 Fee Breakdown) that require re-measurement of work items included in the Base Bid cost estimate. We reserve the right to renegotiate our fee should alternates become necessary beyond one or two minor alternates or additive bid items.



4. Terms (Continued)

Reimbursable Expenses:

This fee proposal does not provide for long distance phone calls, site visits, meetings with the owner, or any other unforeseen expenses unless listed in Section 2. Fee Breakdown. Any such items, if required, will be charged on a time-and-expense basis at our current rate schedule.

Penalty/Bonus Condition:

This proposal is made on the understanding that we will not be entering into an agreement with the client that includes a penalty/bonus condition dependent on the outcome of the bid. Should such a clause be required, we reserve the right to modify our proposal or possibly withdraw from the project.

Additional Insured:

Any requirements to name additional insureds on our insurance policies may be subject to additional fees should fees be added to our policy by our carrier.

Payment Terms:

Payment shall be made within (45) days of invoice date. Delayed payment beyond that period is subject to a 1.5% fee per month. Payment is not subject to you being paid by your client.

Prepared By:

A handwritten signature in black ink, appearing to read 'Ehsan Mughal', is written over a horizontal line.

Ehsan Mughal, Principal
EM/jf



4103 Minnesota Drive • Anchorage, Alaska 99503
 p: 907.561.1653 f: 907.562.0420 mail@hmsalaska.com

FEE BREAKDOWN

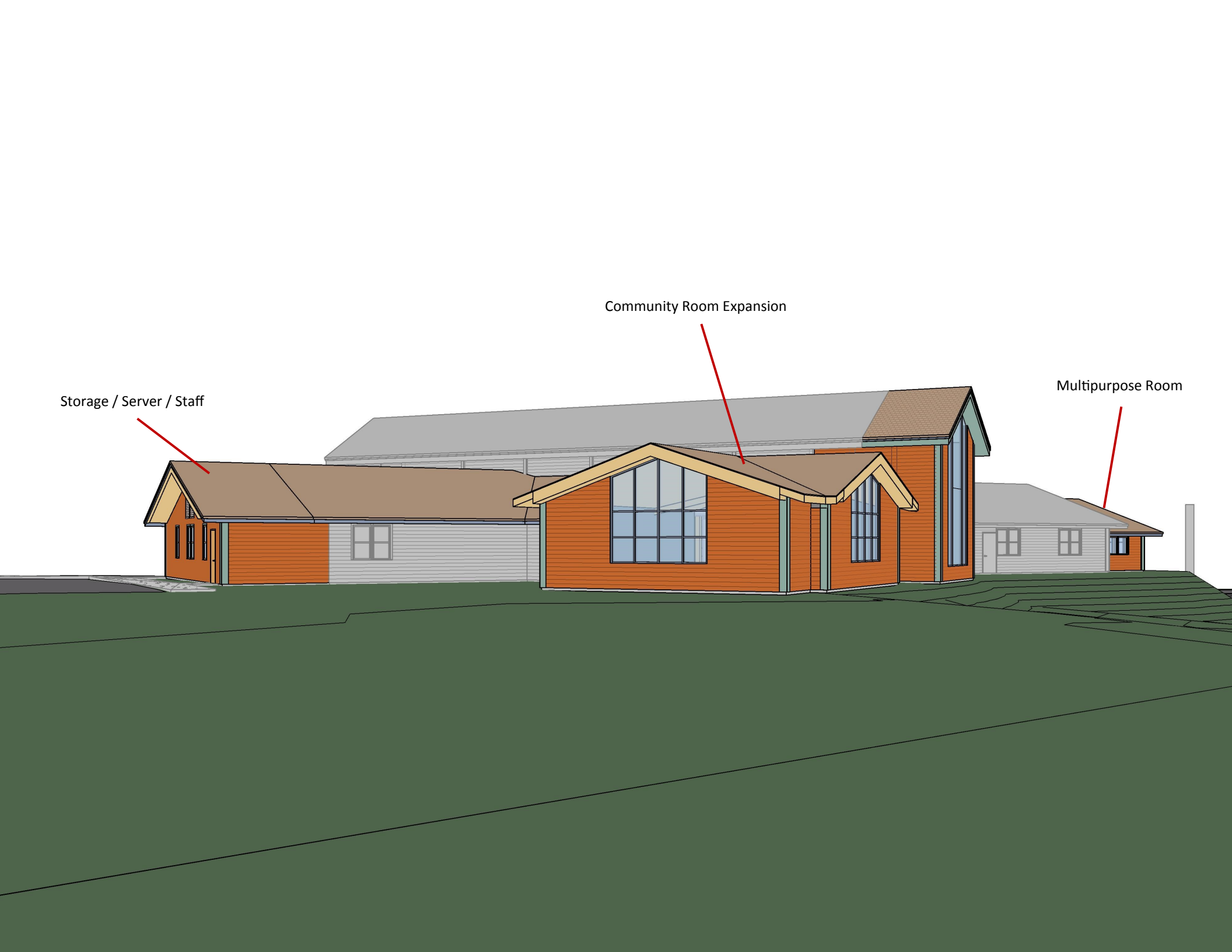
Project: Haines Library Addition *A/E Firm:* MRV Architects
Location: Haines, Alaska *Date:* 1/20/16
Prepared By: Ehsan Mughal, Principal

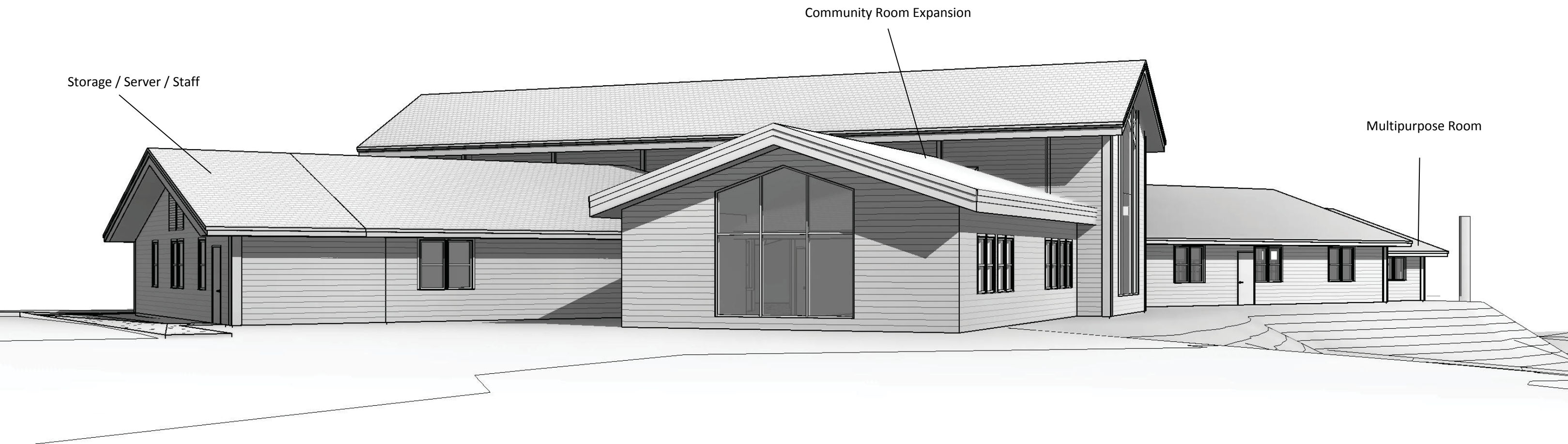
<i>Discipline</i>	<i>Rate</i>		<i>Hours</i>		<i>Subtotal</i>	<i>Total Hours</i>	<i>Total Fee</i>
35% Design Estimate:							
Estimator V	145.00	x	1	=	145.00		
Estimator IV	124.00	x	4	=	496.00		
Estimator III	115.00	x	6	=	690.00		
Estimator II	100.00	x	12	=	1,200.00		
Estimator I	65.00	x	4	=	260.00		
Office Support II	67.00	x	5	=	335.00		
Office Support I	50.00	x	2	=	100.00		
Total 35% Design Estimate:						34 Hours	\$ 3,226.00
65% Design Estimate:							
Estimator V	145.00	x	1	=	145.00		
Estimator IV	124.00	x	5	=	620.00		
Estimator III	115.00	x	8	=	920.00		
Estimator II	100.00	x	14	=	1,400.00		
Estimator I	65.00	x	4	=	260.00		
Office Support II	67.00	x	6	=	402.00		
Office Support I	50.00	x	2	=	100.00		
Total 65% Design Estimate:						40 Hours	\$ 3,847.00
95% Design Estimate:							
Estimator V	145.00	x	1	=	145.00		
Estimator IV	124.00	x	5	=	620.00		
Estimator III	115.00	x	8	=	920.00		
Estimator II	100.00	x	18	=	1,800.00		
Estimator I	65.00	x	6	=	390.00		
Office Support II	67.00	x	6	=	402.00		
Office Support I	50.00	x	2	=	100.00		
Total 95% Design Estimate:						46 Hours	\$ 4,377.00
TOTAL:						120 Hours	\$ 11,450.00

Storage / Server / Staff

Community Room Expansion

Multipurpose Room





View from North (Parking Lot)



3rd Avenue



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 17-717
Assembly Meeting Date: 2/14/17

Business Item Description:	Attachments:
Subject: FY17 Budget Amendment Ordinance #2	1. Ordinance 17-02-450 2. Budget Amendment Worksheet
Originator: Interim Borough Manager	
Originating Department: Administration	
Date Submitted: 2/8/17	

Full Title/Motion:
Motion: Introduce Ordinance 17-02-450 and set a first public hearing for 2/28/17 and a second public hearing for 3/14/17.

Administrative Recommendation:
The interim borough manager recommends these budget amendments.

Fiscal Impact:

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

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

Summary Statement:
Proposed amendments to the FY17 Budget: 1) Adjust FY17 appropriation for the Wastewater Treatment Plant Upgrade, 2) Budget for \$250,000 grant award for installation of woody biomass boilers, 3) Budget for a \$92,136 grant award for the purchase of a wood chipper and splitter for to be leased to a tribal owned business, 4) Increase the FY17 appropriation by \$63,000 to the Police Department payroll, 5) Remove budgeted \$25,000 for sale of 2003 Case wheeled loader, 6) Increase FY17 Budget appropriation for professional and contractual services by \$15,000 for legal fees and organizational assessment survey, 7) Reduce budgeted revenue by \$70,492 from raw fish tax, 8) Increase budgeted revenue by \$38,113 for federal payment in lieu of taxes (PILT), 9) Transfer \$22,525 from Equipment Sinking Fund to purchase sander from the State of Alaska, 10) Reduce appropriation for two projects completed under budget (\$2,454) and appropriate those funds for the sander in #9 above, 11) Account for \$125,000 from the State to be paid to PERS. See the ordinance for more detail.

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

Assembly Action:
Meeting Date(s): 2/14/17 Public Hearing Date(s): _____
Postponed to Date: _____

AN ORDINANCE OF THE HAINES BOROUGH, PROVIDING FOR THE ADDITION OR AMENDMENT OF SPECIFIC LINE ITEMS TO THE FY17 BUDGET.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

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

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

Section 3. Appropriation. This appropriation is hereby authorized as part of the budget for the fiscal year July 1, 2016 through June 30, 2017.

Section 4. Purpose. To provide for the addition or amendment of specific line items to the FY17 budget as follows:

(1) To remove an appropriation of \$237,000 of State Revenue and to appropriate an additional \$30,000 from the Capital Improvement Project Fund (Fund 50) and an additional \$394,000 from the fund balance of the sewer enterprise fund (Fund 91) for the Wastewater Treatment Plant Upgrade Project in order to fully fund additive alternates 1 and 2 as approved on January 10, 2017 with resolution 16-12-700 without drawing down on loan funds from the State of Alaska. Loan funds will be used, instead, for phase III and IV of the project. Additive alternates 1 and 2 will provide for installation of a new influent screening/grit removal system and replacing siding and roofing on a 20' x 42' building.

		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
91-50-00-4341	State Revenue	\$1,297,000	\$1,060,000	\$(237,000)
50-98-00-8257	Transfer OUT from CIP	200,000	230,000	(30,000)
91-98-00-8257	Transfer in to Sewer from CIP	200,000	230,000	30,000
91-50-00-7392	Project Expenditures	1,827,000	2,014,000	(187,000)
Additional appropriation for WWTP Upgrade (\$30K CIP + \$394K Sewer Fund)				\$ (424,000)

(2) To budget for a \$250,000 grant award from the U.S. Forest Service for system design for the installation of woody biomass boilers in borough buildings. (Grant #16-DG-11100106-816)

		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
42-01-00-4589	Federal Revenue	\$0	\$250,000	\$250,000
42-01-00-7392	Project Expenditures	\$0	\$250,000	(\$250,000)
Total				\$0

(3) To budget for a \$92,136 grant award from the USDA for purchase of an industrial wood chipper and log splitter to be leased to a tribal owned business. (Case no. 60-011-010294074)

		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
42-01-00-4589	Federal Revenue	\$0	\$92,136	\$92,136
42-01-00-7392	Project Expenditures	\$0	\$92,136	(\$92,136)
Total				\$0

(4) To appropriate additional Townsite Service Area Funds for FY17 Police department payroll.				
		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
02-02-00-6110	Salary & Wages – Police	286,049	336,000.	(49,951)
02-02-00-6115	Employee Burden – Police	95,280	108,329	(13,049)
Total increase to FY17 payroll expenditures				(\$63,000)

(5) To remove budgeted income for the proceeds from the sale of a public works 2003 Case wheeled loader. The manager recommends keeping the equipment in the public works fleet.				
		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
01-01-09-4640	Sale of Fixed Asset	\$25,000	\$0	(\$25,000)

(6) To increase the FY17 budget appropriation for professional & contractual services in the administration department. This amendment is requested due to higher than usual expenditures incurred during the first half of the fiscal year including: \$43,381 for borough attorney, \$10,000 deductible for legal fees for an ongoing suit, and \$5,350 for an organizational assessment survey.				
		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
01-01-10-7312	Professional & Contractual	\$88,806	\$103,806	(\$15,000)

(7) To reduce budgeted revenue for raw fish tax which came in lower than expected in FY17.				
		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
01-01-09-4363	State Revenue - Raw Fish Tax	\$191,700	\$121,208	(\$70,492)

(8) To increase budgeted revenue for federal payment in lieu of taxes (P.I.L.T) which came in higher than expected in FY17.				
		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
01-01-09-4532	Federal Revenue - P.I.L.T.	\$309,900	\$348,013	\$38,113

(9) To transfer \$22,546 from the Equipment Sinking Fund to purchase a used sander from the State of Alaska. The cost of the sander is estimated to be \$25,000. The additional \$2,454 will come from other CIP appropriations which came in under budget (see #10 below).				
		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
61-98-00-8258	Operating Transfer – OUT fr Sinking	\$0	\$22,546	(\$22,546)
50-98-00-8258	Operating Transfer – IN to CIP	\$0	\$22,546	\$22,546
50-01-00-7392	Project Expenditure – Used Sander	\$0	\$22,546	(\$22,546)
Total				(\$22,546)

Haines Borough
Ordinance No. 17-02-450
Page 3 of 3

(10) To reduce appropriations for two projects which were completed under budget and to appropriate the remaining \$2,454 for purchase of a used sander from the State of Alaska.

<u>Source</u>	<u>Project</u>	<u>Current Budget</u>	<u>Expended</u>	<u>Remaining</u>	<u>Proposed Budget</u>	<u>Increase / (Decrease) Budgeted Expense</u>
FY15CIP	Public Works Extended Boom Forklift	45,000	44,347	653	44,347	(653)
FY16CIP	Public Works 2016 F250 Pickup Truck	38,500	36,699	1,801	36,699	(1,801)
Proposed	Purchase Used Sander from AK State	-	-	-	2,454	2,454
Total						\$0

(11) During the 2016 legislative session, House Bill 256 passed providing “on-behalf” funding for Public Employees Retirement System (PERS) employers for the FY17 fiscal year. Through on-behalf funding the State of Alaska provides funding which reduces the PERS rate paid by employers from the actuarially determined rate of 26.14% of gross wages (in FY17) to the “effective rate” of 22%. This Haines Borough budget amendment reflects the anticipated revenue received from the State of Alaska in the form of reduced PERS payments.

		Current FY17 Budget	Proposed FY17 Budget	Fund Balance Increase / (Decrease)*
01-01-09-4341	State Revenue – Other	\$0	\$125,000	\$125,000
01-01-10-6116	PERS on-behalf – Pd by State	\$0	(\$125,000)	(\$125,000)
Total				\$0

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

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2016.

ATTEST:

Janice Hill, Mayor

Julie Cozzi, MMC, Borough Clerk

Date Introduced: 07/##/16
Date of First Public Hearing: ___/___/___
Date of Second Public Hearing: ___/___/___

HAINES BOROUGH

Proposed Amendments to the FY17 Budget - Ordinance #17-02-450



	Areawide General	Townsite General	Capital Improvement Projects	Equipment Sinking	Sewer Fund*	
FUND	01	02	50	61	91	
Fund/(Cash) Balance as of 06/30/2016 \$	3,138,021	1,401,122	1,534,522	486,291	745,737	
FY17 Amended BUDGET Excess Revenue Over (Under) Expense	(445,551)	(125,887)	(100,000)	182,635	(274,770)	Totals
Proposed Amendments:						
1. WWTP Upgrades			(30,000)		(394,000)	(424,000)
2. US Forest Service Biomass Grant						-
3. USDA Wood Chipper Grant						-
4. Increase for police department payroll		(63,000)				(63,000)
5. Keep 2003 Case Loader in fleet	(25,000)					(25,000)
6. Increase admin professional services	(15,000)					(15,000)
7. Raw fish tax lower	(70,492)					(70,492)
8. PILT higher	38,113					38,113
9. Transfer from sinking fund for sander			-	(22,546)		(22,546)
10. Sander to replace forklift & pickup approp.			-			-
11. PERS on-behalf payment	-					-
PROPOSED Excess Revenue Over (Under) CASH Expense	(517,930)	(188,887)	(130,000)	160,089	(668,770)	(581,925)
Proposed Fund Balance 06/30/2017 \$	2,620,091	1,212,235	1,404,522	646,380	76,967	
Annual Operating Budget	4,993,688	1,086,273				
Projected Fund Balance as % of Operating Budget	52%	112%				

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



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 17-716
Assembly Meeting Date: 02/14/17

Business Item Description:	Attachments:
Subject: Ordinance Conveying Lot16A	1. Ordinance 17-02-451 2. Assessor's Memo 3. Bigsby Summary of Issue 4. Historical Information on Issue 5. Proposed Quitclaim Deed
Originator: Assessor	
Originating Department: Lands	
Date Submitted: 1/6/2015	

Full Title/Motion:
Motion: Introduce Ordinance 17-02-451 and set a first public hearing for 2/28/17 and a second public hearing for 3/14/17.

Administrative Recommendation:

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$0	\$0	\$0	None

Comprehensive Plan Consistency Review:

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

Summary Statement:

On September 24, 1997, Gregg Bigsby and Beth MacCready purchased Lot 16, Carr's Cove Subdivision at a Public Outcry Auction. That lot was conveyed to them by the borough on September 26, 1997. Pursuant to the Contract for Sale of Real Property, Bigsby/MacCready bought Lot 16...containing 2.85 acres.

Confusion was, apparently, created since it appears that the then assessor was negotiating a land sale agreement with Bisgby/MacCready PRIOR to the auction. The minutes from the July 17, 1997 assembly meeting confirmed the authorization for the assessor to negotiate with Bigsby/MacCready. The negotiations were for something less than the full Lot 16 (Lot 16A was being carved out).

Apparently the approximate 2.85 acres Bigsby/MacCready purchased included Lot 16A (because without 16A, Lot 16 is only 2.65 acres and Lot 16A is less than .2 of an acre).

The borough is the recorded owner of Lot 16A.

Referral:

Referred to:	Referral Date:
Recommendation:	Meeting Date:

Assembly Action:

Meeting Date(s): 02-14-17	Public Hearing Date(s):
	Postponed to Date:

AN ORDINANCE OF THE HAINES BOROUGH APPROVING THE CONVEYANCE OF THE HAINES BOROUGH'S INTEREST, IF ANY IN LOT 16A, CARR'S COVE SUBDIVISION, PLAT NO. 97-22, HAINES RECORDING DISTRICT, FIRST JUDICIAL DISTRICT, STATE OF ALASKA.

BE IT ENACTED BY THE HAINES BOROUGH ASSEMBLY:

Section 1. Classification. This ordinance is for the specific purpose of approving a conveyance of any interest the Haines Borough may have, if any, in Lot 16A, Carr's Cove Subdivision, as depicted on Plat Number 97-22, Haines Recording District, First Judicial District, State of Alaska, ("the Property"). This ordinance 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 shall become effective upon adoption.

Section 4. Purpose. This ordinance authorizes the manager to conclude arrangements for the conveyance of any interest the Borough may have in the Property for the purpose of legally terminating any interest the Borough may otherwise be deemed to have in the Property.

Section 5. Authority. This ordinance is adopted under the authority granted the Assembly by HBC 14.20.010, HBC 14.20.020, and HBC 14.20.100 to approve the disposal of real property by negotiation.

Section 6. Authorization and Approval. The Borough Manager is hereby authorized to complete the process of transfer of the Borough's interest in the Property, if any, to Fredrick Gregg Bigsby and Beth Ann MacCready, by quitclaim deed for the sum of TEN DOLLARS (\$10.00); provided that in accordance with HBC 14.20.100(D), all costs associated with this negotiated sale shall be paid by the Buyer. The manager and mayor are hereby authorized to take all such steps as may be necessary to finalize and sign the conveyance documents on behalf of the Haines Borough.

ADOPTED BY A DULY CONSTITUTED QUORUM OF THE HAINES BOROUGH ASSEMBLY THIS _____ DAY OF _____, 2017.

Jan Hill, Mayor

ATTEST:

Julie Cozzi, Borough Clerk

Date Introduced: __/__/__
Date of First Public hearing: __/__/__
Date of Second Public Hearing: __/__/__

Haines Borough Lands Department
P.O. Box 1209
Haines, Alaska 99827
Phone (907) 766-2231 (ext. 33)
Fax (907) 766-2716



Memo:

To: David Sosa
Borough Manager/Land Manager
From: Dean Olsen
Assessor
Re: Lot 16A Cars Cove Subdivision
Date: 1/6/2015

Dave,

In June I was contacted by Gregg Bigsby about the ownership of Lot 16A, Carr's Cove Subdivision, as shown on Plat 97-22. Mr. Bigsby was in the process of selling property he owns in the Carr's Cove Subdivision and assumed he was the owner of Lot 16A, a small parcel next to Lot 16, Carr's Cove Subdivision, Plat 97-22. Mr. Bigsby purchased Lot 16 from the Haines Borough in 1997 as shown on the recorded Quit-Claim Deed, Book 33, Page 781. When Mr. Bigsby purchased Lot 16 he states that the purchase also should have included Lot 16A. As a result Mr. Bigsby was attempting to sell Lots 16 & 16A together, but was informed by Alaska Escrow & Title Insurance Agency, Inc. that the Haines Borough currently holds title to Lot 16A.

The following identifies the history of this subdivision related to this issue after an in-depth search for information:

- The subject property was originally legally described as Tract 10, Alaska State Land Survey 71-41 (2.85 AC).
- May 9, 1997 Dan Turner, Haines Borough Assessor received a letter from Gregg Bigsby and Beth MacCready requesting to negotiate a sale of the land they had been using as a driveway, storage and work area described as Tract 10, A.S.L.S 71-41.
- July 17, 1997 "**Bigsby encroachment**" is explained by Assessor, Dan Turner to Assembly (Meeting #602, page 6), pointing out Bigsby originally requested purchase of the entire Lot 17* of Carr's Cove Subdivision. A motion was made and seconded to allow Mr. Turner to enter into a negotiated land sale agreement with Mr. Bigsby for the purpose of solving the access encroachment problem.
*NOTE: The subject properties, i.e. Lots 16 & 16A were one parcel prior to the current Plat 97-22 Carr's Cove Subdivision and legal descriptions changed several times as outlined:
 - 1) Subject properties start out in this timeline as one parcel **Tract 10, Alaska State Land Survey 71-41.**
 - 2) Subject properties are described as one parcel, **Lot 17, in a Preliminary Plat of Carr's Cove Subdivision.**
 - 3) Subject properties are legally described as two separate parcels, **Lot 16, and Lot 16A, Plat 97-22 Carr's Cove Subdivision** which is the current legal description.
- October 21, 1997, Haines Borough Assembly Regular Meeting #606 ordinance 97-21 scheduling negotiated Land Sales with Greg Bigsby and Haines Sanitation are introduced by Mayor Lapp. A motion was made and seconded to accept the first reading of the Ordinance 97-21, but after Mr. Bigsby asked to speak regarding the Ordinance stating he felt he would be paying twice for the portion of Lot 16 and Assessor Turner responded; a motion was made to withdraw acceptance of the first reading of Ordinance #97-21, and the motion was withdrawn. Next, a motion was made and carried amending Ordinance #97-21 by deleting the Bigsby negotiated sale.
- In the **Approval of Minutes** during the November 18, 1997, Haines Borough Assembly Regular Meeting #608 a minor change was suggested and approved related to the deletion of the Bigsby negotiated sale, but the Bigsby negotiated sale remained deleted from Ordinance #97-21.

Mr. Bigsby has stated that the ownership issue of lot 16A was taken up at a Planning Commission meeting he attended and he was granted ownership of Lot 16A at that time. I have not been able to locate documentation of this and I am therefore at a standstill. Mr. Bigsby is aware that documentation verifying transfer of ownership of Lot 16A from the Haines Borough to Gregg Bigsby and Beth MacCready was not located and is anticipating discussion with you on how to proceed. Deeds, plats, and email correspondence has been included for reference and clarification.

Dean Olsen
Haines Borough Assessor

Gregg Bigsby and Beth MacCready
POB 157
Haines, Alaska 99827
(907) 766-3669

To Whom It May Concern

Haines Borough

December 15, 2015

Subject : Property Ownership Dispute BIGSBY / HAINES BOROUGH

Lot 16 and Lot 16A Carrs Cove Subdivision

We respectfully request that this issue of disputed ownership is dealt with by The Haines Borough.

The Haines Borough sold Lot 16, Carr's Cove Subdivision to us at a Public Outcry Auction on September 24, 1997 (2.85 acres).

Lot 16A did not exist at that time, at the auction, but was in the works. It popped up right after the auction, and so we worked it out with the Haines Borough Assembly and The Planning Commission, right away, with both bodies agreeing that we "bought" it all during the auction, and that there was no need for us to pay the Haines Borough an additional \$\$\$ for a private, previously negotiated sale for the "portion"(Lot 16A) of LOT 16. The problem now is that Lot 16A was recorded as belonging to The Haines Borough.

Now, The Haines Borough owns Lot 16A (.18 acres) including our well, wellhouse and driveway

We own Lot 16 (2.67 acres)

We request that The Haines Borough transfers legal ownership to Gregg Bigsby and Beth MacCready on Lot 16A

Most of this issue is documented

Here are the points and dates :

1. 1996/1997/1998 The Haines Borough subdivided and sold at Public Auction Haines Borough Property at Carr's Cove, Mud Bay Road
2. Spring 1997, Beth and Gregg requested a private negotiated sale for LOT 16 Carrs Cove Subdivision

Dean Olsen

From: Dean Olsen
Sent: Tuesday, December 20, 2016 3:40 PM
To: Julie Cozzi
Cc: Brad Ryan; Patrick Munson
Subject: FW: Bigsby Property Lot16A Carr's Cove Issue
Attachments: 20161024.BiggsbyQuitclaim Deed draft.docx; Ordinance approving conveyance to Bigsby.doc

Julie,

Please review the email correspondence I have had with Patrick related to Lot 16A, Carr's Cove Subdivision and the attached documents.

As suggested by Patrick, I provided Gregg & Beth with the drafts of the documents he drafted and they agreed the Quit Claim would work for the solution. (Gregg & Beth were out of town, thus the delayed response.)

What is the best way to proceed from this point?

Dean

From: Patrick Munson [mailto:PMunson@bcfaklaw.com]
Sent: Monday, October 24, 2016 9:02 AM
To: Dean Olsen
Cc: William Seward; Brad Ryan; Brooks Chandler
Subject: RE: Bigsby Property Lot16A Carr's Cove Issue

Good morning Dean –

Attached you'll find the documents that should be sufficient to transfer any remaining interest the Borough may have in Lot 16A to Mr. Bigsby and Ms. MacCready. These can be amended to reflect any details I don't have, but should be a good starting point. I'd suggest you share them with the grantees so that they can review and confirm that this will accomplish their goal.

I've required a token payment as consideration for the Borough's interest in the land. This is helpful from a legal perspective but not strictly required. The Buyers are required to pay for expenses incurred to close the sale (HBC 14.20.100(D)), which are nominal and include primarily the recording fees to record the quitclaim deed. You and Bill can also decide whether you want to ask them to pay for the legal expenses of having these documents drawn up (i.e., less than 2 hours of attorney time). They may resist since they feel like they already purchased it, but it would not be unreasonable for you to require them to pay those costs based on HBC 14.20.100(D).

Dean Olsen

From: Patrick Munson <PMunson@bcfaklaw.com>
Sent: Monday, October 24, 2016 9:02 AM
To: Dean Olsen
Cc: William Seward; Brad Ryan; Brooks Chandler
Subject: RE: Bigsby Property Lot16A Carr's Cove Issue
Attachments: 20161024.BiggsbyQuitclaim Deed draft.docx; Ordinance approving conveyance to Bigsby.doc

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Please let me know if you need anything else on this matter. I can also review any changes to the documents the buyers may want at any time.

Patrick Munson
Boyd, Chandler & Falconer, LLP

From: Dean Olsen [mailto:dolsen@haines.ak.us]
Sent: Thursday, October 13, 2016 3:22 PM
To: Patrick Munson <PMunson@bcfaklaw.com>
Cc: Gregg Bigsby (greggbigsby@hotmail.com) <greggbigsby@hotmail.com>; William Seward <wseward@haines.ak.us>; Brad Ryan <bryan@haines.ak.us>
Subject: RE: Bigsby Property Lot16A Carr's Cove Issue

Patrick,
Attached you will find correspondence documentation related to lot 16A as well as the associated plats. I will search for a better copy of the Preliminary Carr's Cove Subdivision plat.
Thank you for your assistance and let me know if you need anything else.

Dean

From: Dean Olsen
Sent: Wednesday, October 05, 2016 1:10 PM
To: 'Brooks Chandler'
Cc: William Seward (wseward@haines.ak.us)
Subject: RE: Bigsby Property Lot16A Carr's Cove Issue

Brooks,

After talking with Mr. Bigsby, Alaska Escrow & Title Insurance Agency, Inc. (firm used by Mr. Bigsby), and surveyor, John Bean...a Quit Claim Deed has been agreed to for the solution to this problem without the amended plat.

There will be no money changing hands, and the parties involved are also aware that the question of ownership is not being addressed with the recording of the quitclaim deed for access and utility purposes.

The consensus from past correspondence, meetings, and review of documentation on the issues is for the Haines Borough to record a quitclaim deed for Lot 16 A, Carr's Cove Subdivision granting access and utilities by Lot 16, Carr's Cove Subdivision and Tract 9, Alaska State Land Survey No. 71-41 owners.

Subject: Lot 16 A, Carr's Cove Subdivision (Plat 97-22 & Plat 2015-7) Current Owner of Record: Haines Borough, P.O. Box 1209, Haines, AK 99827

Neighboring Properties: 1) Lot 16, Carr's Cove Subdivision (Plat 97-22 & Plat 2015-7), Current Owner of Record: Sarana Miller, 3017 Wheeler Street, Berkeley, CA 94705, Fredrick Gregg Bigsby & Beth A. MacCready, Husband & wife, P.O. Box 157, Haines, AK 99827

2) Tract 9, Tract 9, Alaska State Land Survey No. 71-41, (Plat 35/AS71-41 & Plat 2015-7), Current Owner of Record: Fredrick Gregg Bigsby & Beth Ann. MacCready, Husband & wife, P.O. Box 157, Haines, AK 99827

It is my understanding that ownership of Lot 16A came to light when Mr. Bigsby & with Beth were in the process of selling their 50% ownership of Lot 16 to Sarana Miller. Mr. Bigsby was informed by Alaska Escrow & Title Insurance Agency, Inc. that the Haines Borough is the owner of record for lot 16A. Whatever the issue is with the Haines Borough being owner it seems a Quit Claim Deed will resolve it for the title agency.

Please let me know if you need additional information, or any other details that may need to be addressed.

Best Regards,

Dean Olsen

Assessor
Haines Borough
dolsen@haines.ak.us
(907) 766-2231 Ext 33
(907) 766-2716 (FAX)

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Dean Olsen

From: Alicia M. Fisher <Alicia.Fisher@akescrowtitle.com>
Sent: Thursday, September 08, 2016 11:21 AM
To: 'Gregg Bigsby'; Dean Olsen
Subject: RE: Bigsby Property Lot 16A Carr's Cove Issue

Hello Gregg.

I received your email.

For the purchase of Lot 16A, we can open an order for an Owner's title insurance policy based on the value of Lot 16A, Carr's Cove Subdivision, Plat 97-22.

Once this transaction is complete, we can then open a second order for an Owner's title insurance policy on Lots 16 & 16A (based on the value of these lots) for the transfer of your interest to these lots.

Before we do this, we will need to know what the Haines Borough is going to do with Lot 16A. We have a Certificate to Plat product for Surveyors.

If you have any questions, please let me know.

Alicia Fisher

Alaska Escrow and Title Insurance Agency, Inc. | Title Plant
p 907-225-9077 | f 907-225-9076 | d 907-228-8892
2030 Sea Level Dr. #201 | Ketchikan, AK 99901

<http://www.alaska-escrow-title.com/>



stewart
Vetted and verified.



First American

This message, including any attachments, may contain attorney privileged and/or confidential information. The review, disclosure, distribution, or copying of this message by or to anyone other than the named recipient(s) is strictly prohibited. If you have received this message in error, please immediately notify the sender by reply e-mail and destroy the original and all copies of the message.

From: Gregg Bigsby [<mailto:greggbigsby@hotmail.com>]
Sent: Thursday, September 08, 2016 10:21 AM
To: Dean Olsen <dolsen@haines.ak.us>; Alicia M. Fisher <Alicia.Fisher@akescrowtitle.com>
Subject: Re: Bigsby Property Lot16A Carr's Cove Issue

To :
Dean Olsen (Haines Borough)
Alicia Fisher (Alaska Escrow and Title Insurance Agency)

Hi, Alaska Escrow and Title Insurance Agency, Inc. was who we used when we transferred 50% of Carr's Cove Lot 16 to Sarana Miller in June, 2014. That is when we found out that Lot 16a existed, with Haines Borough ownership.

Dean, Alicia is in Ketchikan at Alaska Escrow (907) 225-9077 .
alicia.fisher@akescrowtitle.com

Alicia, Thank You !!!

Gregg Bigsby

From: Dean Olsen <dolsen@haines.ak.us>
Sent: Tuesday, September 6, 2016 5:10 PM
To: Gregg Bigsby (greggbigsby@hotmail.com)
Cc: William Seward; Holly Smith
Subject: RE: Bigsby Property Lot16A Carr's Cove Issue

Hello Gregg,

I talked with John Bean and he recommends the Borough Quit Claim Lot 16A to you as a utility & access easement. That way a survey is not involved.

I need contact info for the Title Company that told you the Borough is owner of Lot 16A. I need to check with them to verify chain of title on Lot 16 a and make sure the State does not have any connection to it.

Dean

From: Dean Olsen
Sent: Tuesday, September 06, 2016 9:03 AM
To: Dean Olsen
Subject: FW: Bigsby Property Lot16A Carr's Cove Issue

From: Dean Olsen
Sent: Friday, August 26, 2016 10:42 AM
To: 'Gregg Bigsby'; jwbean@gci.net
Cc: William Seward (wseward@haines.ak.us); Brad Ryan; Brooks Chandler; Holly Smith
Subject: RE: Bigsby Property Lot16A Carr's Cove Issue

Gregg & John,

The consensus from the last meeting to resolve the Carr's Cove, Lot 16A issue was to have Lot 16A designated as an access & utility easement area for Tract 9 & Lot 16. Since you recently had a survey completed by Mr. Bean (see attached survey 2015-7), it may be possible for John to do an amendment to that survey identifying Lot 16A as an easement area rather than doing an additional survey from scratch. If that is possible I would think any costs involved would be significantly less that recording an entirely new plat.

In addition to the amended plat the Haines Borough would record a Quit Claim Deed releasing interest in lot 16A as appropriate legally.

Please discuss this plan with John and get back to me ASAP. When it is confirmed that an amended plat is appropriate, I will proceed with the Borough Attorney for recording the necessary Deed.

Best Regards,
Dean Olsen
Assessor

From: Gregg Bigsby [<mailto:greggbigsby@hotmail.com>]
Sent: Tuesday, December 15, 2015 4:22 PM
To: Dean Olsen; Julie Cozzi; Jan Hill
Subject: Bigsby Property Lot16A Carr's Cove Issue

Hi I'm requesting to meet with the Planning Commission and the Haines Borough Assembly to resolve this "property ownership" issue at the next meetings, next month. Unless you have a better Idea.

Please let me know if you have any questions . Thank you for your time.

Gregg Bigsby

Dean Olsen

From: Gregg Bigsby <greggbigsby@hotmail.com>
Sent: Friday, November 06, 2015 7:22 AM
To: Dean Olsen; David Sosa; Julie Cozzi
Subject: RE: Emailing: Lot 16A search documents.pdf

Dear Mr. Sosa,

I am hoping that you can resolve this issue.

I bought Carrs Cove Lot 16 which included Lot 16A over 15 years ago. This was confirmed by The Assembly and The Planning Commission at the time.

but because of subsequent changes in Mayors, Managers and Assemblies, The ownership of Lot 16A was mis-recorded as belonging to the Boro.

Gregg Bigsby

From: dolsen@haines.ak.us
To: greggbigsby@hotmail.com
CC: dsosa@haines.ak.us
Subject: RE: Emailing: Lot 16A search documents.pdf
Date: Thu, 8 Jan 2015 21:01:39 +0000

Hello Gregg and Happy New Year!

I just submitted my research findings to Mr. Sosa, Borough Manager, and he will be working with the assembly to resolve the ownership questions related to Lot 16A.

FYI, there is a copy of the Deed "Book 33, Page 781" in your property file.

I hope a resolution to the dilemma is reached quickly.

Regards,

Dean

From: Gregg Bigsby [<mailto:greggbigsby@hotmail.com>]
Sent: Thursday, January 08, 2015 11:53 AM
To: Dean Olsen
Subject: RE: Emailing: Lot 16A search documents.pdf

Hi Dean,

We just found a copy of "quit claim deed" from "grantor the Haines Borough" to us , signed and notarized by Daniel Turner, dated " '99 APR 29" ,

"BOOK 33 PAGE 781" , for

"Lot 16, Carrs Cove Subdivision, according to Plat #97-22

Containing 2.85 acres, more or less. "

Not sure if this will help you in your investigation, but if there's anything else we can do, we should probably do it sooner than later !!

Thanks, Gregg

PS I'm still guessing that the Borough invented Lot 16A as an "after-the-fact" stroke of the Borough Pen, in the Post-Dan Turner era.

> From: dolsen@haines.ak.us
> To: greggbigsby@hotmail.com
> CC: dsosa@haines.ak.us; jcozzi@haines.ak.us
> Subject: Emailing: Lot 16A search documents.pdf
> Date: Thu, 4 Sep 2014 20:14:07 +0000

>
> Greg,
> The attached document includes everything I could find on file for written discussion on the negotiated sale of Lot 16 & 16A in Cars Cove Subdivision.
> As we discussed it is not explained in detail that Lot 16A was included in the negotiated sale for Lot 16, from the Borough Assembly minuets recorded on this topic.
> After acquiring documentation from our Borough Clerk, I learned that it is possible more detailed discussion on the topic may be recorded on cassette tapes of past meetings of the Planning Commission. The cassette tapes are located in the Records Room of the Public Safety Building. Per you request for public information with the Deputy Clerk a search will be started by available borough staff for more information on the sale form the Planning Commission meetings as soon as possible.

>
> Your message is ready to be sent with the following file or link attachments:

>
> Lot 16A search documents.pdf

>
>
> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Dean Olsen

From: Gregg Bigsby <greggbigsby@hotmail.com>
Sent: Thursday, September 04, 2014 4:27 PM
To: Dean Olsen; David Sosa; Julie Cozzi
Subject: RE: Emailing: Lot 16A search documents.pdf

Thanks Dean, Lot 16 was not sold to me as a negotiated sale, I won the bid and paid the highest bid price at the auction.

There was little to no discussion about lot 16A, after the auction of course, because everyone agreed that I bought all 2.85 acres at the auction.

As it went, The assembly and the Planning Commission each voted that this was the case(November,December 1997).

When the plat for 16A was recorded, it should have been put in my name, not the Boros'. Thanks, it'll be fun to find a cassette player and listen to the 1997 Planning Commission !!!
Gregg

> From: dolsen@haines.ak.us
> To: greggbigsby@hotmail.com
> CC: dsosa@haines.ak.us; jcozzi@haines.ak.us
> Subject: Emailing: Lot 16A search documents.pdf
> Date: Thu, 4 Sep 2014 20:14:07 +0000

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Dean Olsen

From: Gregg Bigsby <greggbigsby@hotmail.com>
Sent: Friday, June 20, 2014 12:17 AM
To: Dean Olsen
Subject: RE: Lot 16A

Dean,

I believe the Boro was amiss with this deal, and that even after I bought lot 16, there was still no 16A in existence. Dan Turner was in charge.

Yes, I surveyed that piece, 16A, before the auction, and it was submitted to the Boro for negotiated sale, and a sale price was agreed on, but nothing was done between then and the Boro's Public Auction (I dont remember any of the dates). Dan Turner and The Boro assembly agreed that I had a legitimate reason to not have to pay for ownership of 16A , because it was believed by all that Lot 16 encompassed the whole works. During the auction it was definitely "the whole" of Lot 16 being sold. So the assembly set up a meeting with the planning commission, and subsequently they voted that I owned it and didn't have to pay twice for that piece of property.

Gregg

From: dolsen@haines.ak.us
To: greggbigsby@hotmail.com
Subject: Lot 16A
Date: Thu, 19 Jun 2014 18:47:33 +0000

Greg,

I sent you a PDF of the Quit-Claim Deed, Book 33, Page 781 documenting transfer of ownership of Lot 16 from Haines Borough, (Grantor), to Greg Bigsby & Beth MacCready. The PDF has a message inserted into the document with the following explanation:

Note: The size of Lot 16 is 2.85 acres more or less ***per this deed.*** However, on Plat 97-22, Cars Cove Subdivision, Lot 16 is shown as a 2.65 acre parcel ***and*** Lot 16A is shown as a 0.17 acre parcel. The two parcels do not add up to 2.85 acres, ***however,*** the size per square foot of Lots 16 & 16A respectively equal 116,460.59 & 7,528.51 for a total of 123,979.1 SQ.FT. If the total square footage is converted to acres and carried out to the thousandths,(3rd decimal), the total converted acreage equals 2.846 acres, or 2.85 rounded. Note that when you add up the size of lot 16 in acres, (2.65 ac) & lot 16A, (0.17) for a total of 2.82, you get **further** away from the 2.85 acres more or less recorded on the Quit-Claim Deed. **But,** if you convert each Lot to acres using the accompanying square footage of each lot as noted on the plat, and again carry it out to the 3rd decimal place; the total acreage is 2.847 acres which also rounds even closer to 2.85 acres.

I have encountered discrepancies in lot size dealing with extending the decimal place before; usually with smaller lots when acres are converted to square feet and the land is being valued by a price per square foot. In this case with the Quit-Claim, Book 33, Page 781 I would be surprised if the wording ***"2.85 acres more or less"*** was for a parcel that is actually 2.65 acres. That is ***too large*** of difference. Every case I've deal with in the past has been a situation very similar to what I explained above where the amount of area disputed has to do with rounding acres to either the tenths, hundredths or, thousandths place.

Although the examination of the deed and plat support your argument; documented proof is necessary to back up this analysis, and once verified that should be followed up by a corrected deed recorded with the Haines Recording Office in Juneau describing the real property as Lots 16 & 16A Carr's Cove Subdivision, according to Plat #97-22.

I will follow up with an email after the archives in the Public Safety Building have been searched for Planning & Zoning Commission meeting documentation of your purchase and discussions of Lot 16A.

Let me know if you have anything to add from your records or the title insurance agency.

Thank you,

Dean Olsen

Assistant Assessor

Haines Borough

dolsen@haines.ak.us

(907) 766-2231 Ext 33

(907) 766-2716 (FAX)

3. May 9, 1997 as per Dan Turner's (Haines Land Manager) recommendation, we negotiate a sale for a portion of LOT 16 (documented: see *3)
4. May 1997, Beth and Gregg pay Scott McClintock (private Haines surveyor) to survey off a portion of LOT 16 that includes the well, wellhouse and driveway LOT 16A, .18 acres
5. July 17,1997 Haines Borough Assembly approves Negotiated Sale of Lot 16A for \$5,200 (documented:see *4)
6. September 24,1997 Borough Public Outcry Auction for CARR'S COVE SUBDIVISION: LOT 16 contains the full 2.85 acres , it is not portioned off, the map at the auction for lot 16 contained the entire 2.85 acres, Lot 16A did not exist yet.
7. September 24, 1997 High Bidder on LOT 16 (2.85 acres) Gregg Bigsby and Beth MacCready (documented see *5)
8. September 26, 1997 Quit Claim Deed issued to Gregg Bigsby and Beth MacCready for LOT 16 (2.85 acres) (documented see *6)
9. October 21, 1997 Haines Borough Assembly votes to DELETE Negotiated Sale (documented see *7)

Some factors obviously complicate this issue, because of a previous agreement for a negotiated sale on a portion of that lot, incomplete ASSEMBLY MINUTES, and a missing cassette tape from PLANNING COMMISSION.

After the auction, I went to the next assembly meeting and The Assembly agreed that I did not have to pay an additional \$5,200 for the .18 acres. But they asked me to go to the Planning Commission and get them to vote on it, which I did, and they voted in my favor. In fact , at the Haines Borough Public Outcry Auction, I asked Dan Turner, Haines Land Manager ,“WHY?” he didn't ‘take out’ the portion of land which was soon to become known as Lot 16A as per our previous survey or agreement , Dan apologizes, didn't have time.

I believe that there is enough proof here to settle my case.
Thank-You,

Gregg Bigsby

A handwritten signature in cursive script, appearing to read 'Gregg Bigsby', written in black ink on a white background.

From the desk of Gregg Bigsby.....

The History of Carr's Cove Lot 16 A

- (1) In 1997 Gregg Bigsby and Beth MacCready asked Dan Turner, the Haines Borough Lands Manager, and The Haines Borough Assembly if, prior to a Haines Borough Land Auction of The Carr's Cove Subdivision, we could be considered for a private negotiated sale on a partial piece of Carr's Cove Lot 16 that was adjacent to Mud Bay Road. Our well and driveway entrance were on that property.
- (2) The Haines Borough counter offer was for me to survey 'out' the section of property that we were using, and negotiate a sale with the Borough.
- (3) I hired Scott McClintock to survey the area (.18 acres) and the Borough and I negotiated an agreed upon price of \$5,000, before the official survey was done. We had not paid as yet.
- (4) The Haines Borough expedited The Carr's Cove Land Auction before the agreed upon sale of the .18 acres was finalized. The sale commenced and the lot was sold to us in it's entirety.
- (5) I went to The Assembly and asked if I still had to pay the \$5000 because I had now purchased the entire lot.
- (6) The Haines Borough Assembly agreed that I should not have to pay for it twice, and said I needed to get the Haines Borough Planning Commission to agree. The Haines Borough Planning Commission voted in favor of me not having to pay for it twice.
- (6) I went back to The Haines Borough Assembly and asked them to record this.
- (7) Unbeknownst to me until recently (2 years ago when I began this search for proof of my ownership), *Scott McClintock's survey of the .18 acre was recorded*. The Borough staff had separated Lot 16 A from Lot 16 and now claim that they own it.
- (8) I am currently asking that the Haines Borough Manager to please fix this problem by restoring Gregg Bigsby and Beth MacCready as rightful owners of Carr's Cove Lot 16A.

email from DEAN OLSEN Sept 4, 2014

The attached document includes everything I could find on file for written discussion on the negotiated sale of Lot 16 & 16A in Cars Cove Subdivision. As we discussed it is not explained in detail that Lot 16A was included in the negotiated sale for Lot 16, from the Borough Assembly minutes recorded on this topic.

After acquiring documentation from our Borough Clerk, I learned that it is possible more detailed discussion on the topic may be recorded on cassette tapes of past meetings of the Planning Commission. The cassette tapes are located in the Records Room of the Public Safety Building. Per your request for public information with the Deputy Clerk a search will be started by available borough staff for more information on the sale from the Planning Commission meetings as soon as possible.

Your message is ready to be sent with the following file or link attachments:

Lot 16A search documents.pdf

EARLY MAP



DATE: _____
NAME AND TITLE OF DES. APPROVING OFFICIAL

Subdivision is Lot 17 only
Preliminary plat
CARRS COVE SUB

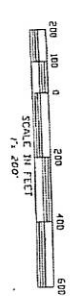
CHILKAT INTL

CERTIFICATION

I am a Professional Land Surveyor, and I am certified in the State of Alaska, and hold a survey made by me, or under my direct personal supervision, and relative bearings are correct monuments shown herein actually exist as described.



RICHARD C. O'NEIL
No. 3898
REGISTERED
S. P. E.
1933 S.



A PRELIMINARY PLAT OF CARRS COVE SUBDIVISION

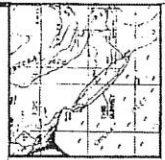
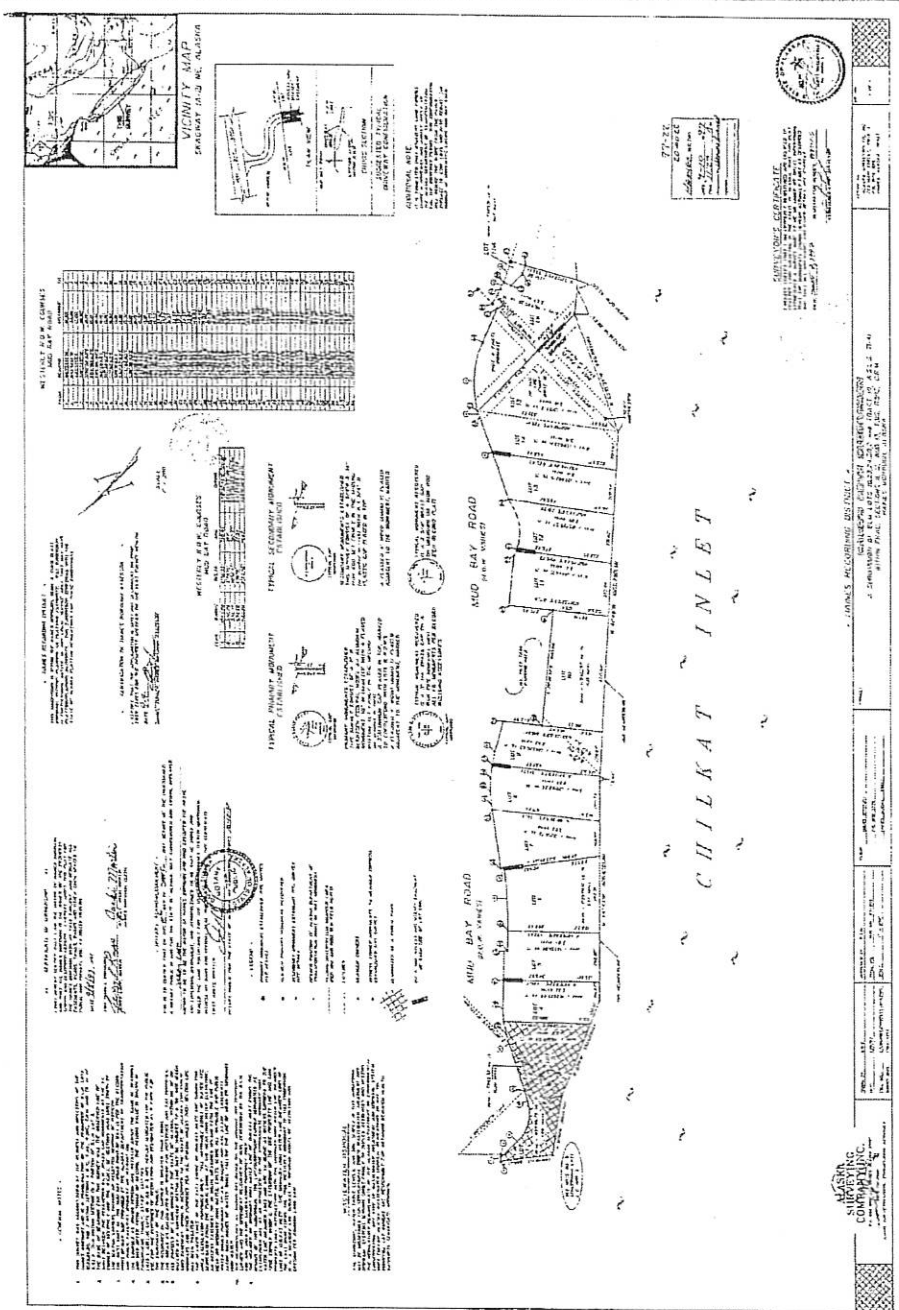


TYPICAL PRIMARY
ESTABLISH

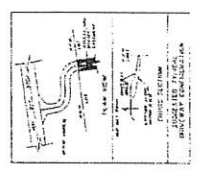
PRIMARY MONUMENTS
THIS SURVEY CONSIST
BERNARDI FEDERAL ROAD
BOTTOM SET TRIMLY
for ground in track, in
a 3" ALUMINUM CAP, IN
TO CORRESPOND WITH

2

LATER MAP



VICINITY MAP
SPADAY 1233 RE. ALASKA



ADDITIONAL SET
ENGINEER'S NOTE
THIS SET IS TO BE USED IN CONNECTION WITH THE ORIGINAL SET OF PLANS FOR THE MUD BAY ROAD AND VINEYARD.

METRIC S.P. CORNER
AND S.P. ROAD

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

NOTE: THE CORNER POINTS...
THE CORNER POINTS...
THE CORNER POINTS...

WESTERLY E.S.P. LAYOUT
AND S.P. ROAD

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

SPECIAL EASEMENTS...
SPECIAL EASEMENTS...
SPECIAL EASEMENTS...

NOTE: THE CORNER POINTS...
THE CORNER POINTS...
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SPECIAL EASEMENTS...

NOTE: THE CORNER POINTS...
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THE CORNER POINTS...

SPECIAL EASEMENTS...
SPECIAL EASEMENTS...
SPECIAL EASEMENTS...



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J. J. JONES, INCORPORATED, ENGINEER
1000 BROADWAY, NEW YORK, N. Y.
JANUARY 1933

CHILKAT INLET
MUD BAY ROAD
MUD BAY VINEYARD
J. J. JONES, INCORPORATED, ENGINEER
1000 BROADWAY, NEW YORK, N. Y.
JANUARY 1933

* 3

RECEIVED
MAY - 9 1997
HAINES BOROUGH

F. Gregg Bigsby
Beth MacCready
P.O. Box 407
Haines, AK 99827
May 9, 1997

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

Dear Dan,

Gregg Bigsby and Beth MacCready would like to negotiate a sale of the land which we have used as a driveway, storage and work area for many years. This land is part of the lot legally described as Tract 10, Alaska State Land Survey #71-41 according to Plat 55 Haines Recording District, State of Alaska and is located at the southernmost end of the Carrs Cove subdivision at 3.5 mile Mud Bay road. The area we wish to purchase is shown on the following page.

If you have any questions please call Beth or Gregg at 766-3645. We appreciate your assistance. We also request to be advised of any meetings pertaining to this subject, so we can be present for the discussion.

Sincerely,



F. Gregg Bigsby and
Beth MacCready

* 4

HAINES BOROUGH
REGULAR ASSEMBLY MEETING #602
JULY 17, 1997
PAGE 6

Outcome of discussion regarding covenants on Porcupine and Emerson was to ask the Planning Commission to review and apply fewer restrictions for recommendation to the Assembly.

Bigsby encroachment: Mr. Turner explained that Mr. Bigsby originally requested purchase of the entire lot 17 of Carr's Cove subdivision that his drive encroaches on or at least the portion that is his drive.

Bigsby
encroachment

M/S Schnabel/Willard to allow Mr. Turner to enter into a negotiated land sale agreement with Mr. Bigsby for the purpose of solving the access encroachment problem.

Motion carries
to negotiate a
land sale with
Mr. Bigsby

Mayor Lapp asked the audience for any comment. With none forthcoming, he called for the question.

Motion carried unanimously on a roll call vote.

Resolution #421 requesting safe communities funding from the Department of community and Regional Affairs was opened for

Public Hearing at 9:32 p.m. Hearing no comment, Mayor Lapp closed the public hearing at 9:32 p.m.

M/S Koenig/Thomas to accept Resolution #421.

Motion carries
to accept Reso
#421

Motion carried unanimously on a roll call vote.

Resolution #422 authorizing membership in the Alaska Municipal League Joint Insurance Association was introduced by Mayor Lapp.

M/S Thomas/Willard to accept Resolution #422.

Motion carries
to accept Reso
#422

Motion carried unanimously on a roll call vote.

Resolution #423 placing the question of funding the Library by revenue bond.

M/S Koenig/Willard to accept Resolution #423.

Motion carries
to accept Reso
#423

Motion carried unanimously on a roll call vote.

CONTRACT FOR SALE OF REAL PROPERTY

* 5

This Contract is made and entered into this 24 day of September, 1997, between the Haines Borough Alaska (hereinafter "seller"), and Gregg Bigsby and Beth MacCready, whose address is P. O. Box 407, Haines, AK 99827; hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, the Seller has undertaken the necessary administrative actions under applicable laws and ordinances to fully authorize and enable the sale of the Parcel described herein, which is acknowledged by the Purchaser by signature hereto;

WHEREAS, the Purchaser has examined the description of the Parcel and has inspected the Parcel, Or has voluntarily declined to do so, and is satisfied with the description and condition of the Parcel, and

WHEREAS, the Purchaser Is aware of the provisions of Haines Borough Code Title 5 Land Sales) and particularly section 05.05.350 (administrative foreclosure procedure for land disposed of under a contract of sale), and other applicable laws, regulations and ordinances, and fully understands the duties and obligations of the Purchaser under this contract, the interests to be conveyed and the schedule for conveyance, the requirements for performance by the Purchaser prior to conveyance of title, and the rights and remedies of the Seller.

NOW THEREFORE, the Seller and the Purchaser, in consideration of the mutual covenants and conditions stated in this Contract agree as follows:

The Seller agrees to sell to the Purchaser, and Purchaser's heirs and assigns, the following parcel of land (hereinafter referred to as "the Parcel") which is situated in the State of Alaska and described as follows:

Lot 16, Carr's Cove Subdivision, according to Plat # 97-22, Haines Recording District, First Judicial District.

Containing 2.85 acres, more or less.

EXCEPTING AND RESERVING THEREFROM the following specific interests, and imposing the following restrictions, which shall be in addition to and not in derogation of any general reservations to the Seller which are required by law or which may be stated elsewhere in this Contract:

* 6

QUIT-CLAIM DEED

The Grantor, the **HAINES BOROUGH**, an Alaskan Municipal Corporation, whose address is P.O. 1209, Haines, AK. 99827, in consideration of ten dollars and other valuable consideration, does hereby grant, demise, convey, release, and quitclaim, all its right, title, and interest without warranty unto **Gregg Bigsby & Beth MacCready**, whose address is, P. O. Box 407, Haines, AK 99827, the following described real property situated in the Haines Recording District, First Judicial District, State of Alaska, as follows:

Lot 16, Carr's Cove Subdivision, according to Plat #97-22

Containing 2.85 acres, more or less.

SUBJECT, HOWEVER, to any right of ways, easements or restrictions and conditions of record, if any, and as stated in the contract of sale.

DATED this 26th day of September, 1997 at Haines, Alaska.

Grantor:
Jerry Lapp
Jerry Lapp, Borough Mayor

Attest:
Jacki Martin
Jacki Martin, Borough Clerk

STATE OF ALASKA)
: SS
FIRST JUDICIAL DISTRICT)

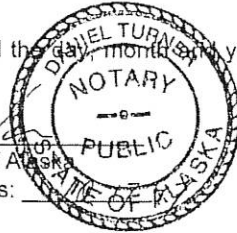
Haines REC. DISTRICT
REQUESTED BY EATON
000248
1500
99 APR 29 PM 1 30

Grantee & Return Documents to:
Gregg Bigsby
Beth MacCready
PO BOX 407
Haines, AK 99827-0407

Grantor:
Haines Borough
PO BOX 1209
Haines, AK 99827-1209

THIS IS TO CERTIFY that on this 26th day of September, 1997 in Haines, Alaska, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jerry Lapp and Jacki Martin, Haines Borough Mayor and Clerk, known to me and to me known to be the persons they represent themselves to be, and the same identical persons who executed the above and foregoing QUITCLAIM DEED and who acknowledged to me that they executed the same freely and voluntarily for the purposes and uses herein mentioned.

WITNESS my hand and official seal the 26th day, month of September, 1997 year in this certificate first written above.

[Signature]
Notary Public, State of Alaska
My commission expires: _____


* 7

HAINES BOROUGH ASSEMBLY
REGULAR MEETING #608
NOVEMBER 18, 1997
7:30 P.M.

CALL TO ORDER: Mayor Lapp called the meeting to order at 7:30 p.m.

PLEDGE TO FLAG: Led by Mayor Lapp.

ROLL CALL: Present--Shirley Willard, Jan Hill, Gary Koenig, Debra Schnabel, Ray Menaker, Jerry Lapp. Unexcused--Mayor Lapp recommended to not excuse Charlie DeWitt, as he did not receive a call from DeWitt. There were no objections.

Staff Present: Dan Turner, Assessor/Land Manager and Sue Nelson, Acting Clerk/Admin.Assistant.

Visitors: Andy Eggen, Ann Myren, Tim McDonough, Cheryl Lowden, Marilyn Huitger, Stephanie Scott, Tim June, Dan Egolf, Dan Reiner, Tom Morphet, Darrell Maple, Don Bergstand, Scott McClintock, Beryl Sheldon, John Floreske, Don Turner, Steve Williams, Cynthia Jones.

APPROVAL OF CONSENT AGENDA: M/S SCHNABEL/HILL, with amendment by Mayor Lapp to pull the financial off to discuss during Mayor's report, and amendment by Ms. Schnabel to pull#6-approval of minutes to be discussed.

Motion carried unanimously on a roll call vote.

APPROVAL OF MINUTES: M/S SCHNABEL/WILLARD to approve minutes #606 with amendment by Ms. Schnabel to change wording on page 4 to delete last line, and restate second to last line to read as follows: 'M/S Dewitt/Thomas to amend Ord.#97-21. Motion approved with deletion of the Bigsby negotiated sale.' Motion carried with no objections.

M/S SCHNABEL/KOENIG to table approval of minutes #607, until actual bid award is clarified with discussion later in this meeting regarding Skyline Sub. Ms. Schnabel pointed out in minutes #607, under New Business, that the Assembly did not award the bid for the water reservoir project tank site, but rather for drilling and blasting.

COPY

Mayor Lapp said the Turner's had completed all they were required to do in setting up their subdivision and the Assembly need not debate it further. They have satisfied the requirements of the Lutak Land Use Service Area and received their final plat approval. He also suggested the LUSA's take a look at their access codes for future improvement.

Turner
subdivision
discussion
cont.

INTRODUCTION OF ORDINANCES: Mayor Lapp read in part Ordinance 97-21 as an ordinance scheduling a land sale of Borough owned property and establishing the method of sale.

Ordinance 97-
21 scheduling
negotiated
Land sales with
Greg Bigsby &
Haines Sani.

The scheduled sale is to take place on November 21st. The lots to be sold are Lots 2 and 3 of section 2 and a portion of lot 16 of Carr's Cove subdivision.

Lots 2 and 3, section 2 are to be sold to Haines Sanitation for the amount of \$30,600.00. A portion of lot 16 is to be sold to Greg Bigsby and Beth MacCready for \$5,200.00.

M/S DeWitt/Willard to accept the first reading of Ordinance #97-21.

Mr. Greg Bigsby asked to speak regarding the Ordinance. He felt he would be paying twice since the auction literature showed the lot at 2.8 acres which he purchased.

Mr. Turner explained that Greg knew the road which he wanted to negotiate for purchase was surveyed out of the parcel because he paid for the survey, however, the brochures had already gone out with the incorrect acreage on it for that lot. Mr. Bigsby was not happy about purchasing the road portion after the auction, because he felt he may have to pay more for it due to the other sales.

DeWitt & Willard withdrew the motion to accept the first reading of Ordinance #97-21.

Motion
withdrawn

M/S DeWitt/Thomas to amend Ordinance #97-21 by deleting the Bigsby negotiated sale.

Motion carries
to delete the
Bigsby sale
from Ord. #97-
21

Motion carried unanimously on a roll call vote.

Record in the Haines Recording District

AFTER RECORDING MAIL TO:

Frederick Gregg Bigsby
Beth Ann MacCready
PO Box 157
Haines, AK 99827

QUITCLAIM DEED

The Haines Borough, an Alaska municipal corporation whose mailing address is PO Box 1209, Haines, AK 99827 ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to Frederick Gregg Bigsby and Beth Ann MacCready, a married couple whose address is PO Box 157, Haines, AK 99827 ("Grantees"), all interests it has, if any, in the following described real estate:

Lot 16A, Carr's Vove Subdivision, according to the official plat thereof recorded as Plat No. 97-22, Haines Recording District, First Judicial District, State of Alaska.

DATED this _____ day of _____, 2017.

GRANTOR:

Janice Hill, Haines Borough Mayor

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
By Jan Hill, the Mayor of the Haines Borough, on behalf of the Haines Borough.

Notary Public, State of Alaska
My Commission Expires: _____

ACCEPTANCE

THE PROPERTIES DESCRIBED ABOVE ARE ACCEPTED.

Dated this _____ day of _____, 2017.

GRANTEES

Frederick Gregg Bigsby

Beth Ann MacCready

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
By Frederick Gregg Bigsby and Beth Ann MacCready.

Notary Public, State of Alaska
My Commission Expires:_____



**Haines Borough
Assembly Agenda Bill**

Agenda Bill No.: 17-715
Assembly Meeting Date: 02/14/17

Business Item Description:	Attachments:
Subject: Sales Tax Exemption Application from Genesis Presbyterian Church	1. Application for sales tax exemption from Genesis Presbyterian Church
Originator: Borough Clerk	
Originating Department: Administration	
Date Submitted: 2/2/17	

Full Title/Motion:
Motion: Approve the request from Genesis Presbyterian Church for sales tax exemption status, and authorize the borough clerk to issue an exemption certificate.

Administrative Recommendation:

Fiscal Impact:

Expenditure Required	Amount Budgeted	Appropriation Required	Projected Impact to Future Operating Budgets
\$0	\$0	\$0	Loss of Sales Tax Revenue

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

Summary Statement:
Genesis Presbyterian Church, a 501(c)3 organization, applied for sales tax exemption status as allowed by HBC 3.80.050(13).

This organization's major purchase in the borough is the guide service and scout camping facilities from Alaska Mountain Guides (AMG). The Chilkoot High Adventure Base Camp provides outdoor adventures to boy scouts from the lower 48.

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

Assembly Action:
Meeting Date(s): 02-14-17 Public Hearing Date(s): _____
Postponed to Date: _____

arrive in Haines 7/28/2017
depart Haines 8/4/2017

7-29-2017
CHAB Multi Sport
6 day



HAINES BOROUGH, ALASKA
P.O. BOX 1209
HAINES, AK 99827
(907) 766-2231 * FAX (907) 766-2716

APPLICATION FOR SALES TAX EXEMPTION CERTIFICATE
HAINES BOROUGH

THE FOLLOWING ORGANIZATION: Genesis Presbyterian Church

a non-profit corporation, organized under the laws of the State of Colorado, hereby applies for a Sales Tax Exemption Certificate in the Haines Borough. As a representative of the organization, I hereby certify that I am familiar with said corporation, that it is organized exclusively for religious, education or charitable purposes, and that the following information is true and correct.

Local Address of Organization: 5707 S. Simms St.; Littleton, CO 80127

Date of Incorporation: 1964 Federal Employer I.D. #: 23-6393377

Describe the Organizations Current and/or Proposed Activity in the Borough and how the activity benefits the community. (Please provide specific examples, provide attachments if necessary):

Activities with a local Haines company, Alaska Mountain Guides and Climbing School Inc. -- Ice Climbing, Whitewater Rafting, Sea Kayaking, visits to local museums and other activities that Alaska Mountain Guides offers based out of Haines.

Attach a copy of the Bylaws or Articles of Incorporation. Also attach a copy of your letter of 501(c) 3, 501(c) 4, 501(c) 8 or 501(c) 19 exemption from the Internal Revenue Service.

RECEIVED
FEB 02 2017
Haines Borough

Organization Representative
Print Name: Andrea Reiser
Title: Administrative Secretary
Phone: (303) 973-9399
Email: _____

DECLINED BY THE ASSEMBLY ON: _____
Reason: _____

APPROVED BY THE ASSEMBLY ON: _____

Haines Borough Mayor
Date: _____

Assigned Sales Tax Exemption Number



LEGAL/RISK MANAGEMENT SERVICES

PRESBYTERIAN CHURCH (USA)

GENERAL ASSEMBLY COUNCIL

November 13, 2007

Genesis Presbyterian Church
5707 S. Simms Street
Littleton, Colorado 80127

RE: TAX EXEMPTION

TO WHOM IT MAY CONCERN:

This letter should serve to confirm that we have verified through the records of the Presbyterian Church (U.S.A.) that the **Genesis Presbyterian Church** located in Littleton, Colorado is in good standing and is entitled to the Federal tax exemption granted to the Presbyterian Church (U.S.A.) by the letter ruling attached hereto.

The letters attached are the most up-to-date letters we have and they all refer to the letter dated 1964 which states that the Presbyterian Church (U.S.A.), its synods, presbyteries, and churches are exempt from federal income tax as nonprofit religious organizations under section 501(c)(3) of the Internal Revenue Code.

If you need any other information or have any questions, please feel free to contact me directly at the number listed below.

Sincerely,

A handwritten signature in cursive script that reads "Brenda Smithers".

Brenda Smithers
Sr. Legal Assistant

Enclosures



LEGAL & RISK MANAGEMENT SERVICES
CORPORATE AND ADMINISTRATIVE SERVICES

PRESBYTERIAN CHURCH (USA)

May 31, 1994

Denver Presbytery
1710 S. Grant Street
Denver, Colorado 80210

RE: TAX EXEMPTION

TO WHOM IT MAY CONCERN:

This letter should serve to confirm that we have verified through the records of the Presbyterian Church (U.S.A.) that the Denver Presbytery in Denver, Colorado, is in good standing and is entitled to the Federal tax exemption granted to the Presbyterian Church (U.S.A.) by the letter ruling attached hereto.

The letters attached are the most up-to-date letters we have and they all refer to the letter dated 1964 which states that the synods, presbyteries, and churches are exempt from federal income tax.

If you need any other information or have any questions, please feel free to contact me at (502) 569-5377.

Sincerely,

Brenda Smithers
Sr. Legal Assistant

Enclosures

cc: Carolyn F. Shain, General Counsel

U



~~District Director~~
Internal Revenue Service

Date: In reply refer to:
September 26, 1972 A:FA:EO:JLC

The Synod of Colorado-Utah
c/o Rev. Monte B. Brown
1737 Vine Street
Denver, Colorado 80206

Gentlemen:

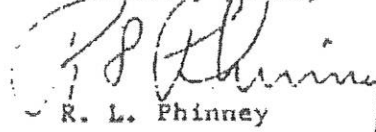
Thank you for your recent inquiry concerning the status of The Synod of Colorado-Utah for Federal income tax.

For your information, you are included in a group ruling issued to the United Presbyterian Church in the United States of America, holding it and its subordinate churches and institutions exempt from taxation as organizations described in section 501(c)(3) of the Internal Revenue Code. The ruling also holds that contributions made to such organizations are deductible by donors as provided in section 170 of the Code.

Although we are unable to furnish you with a copy of the group ruling letter, this letter may be used as your authority for claiming exempt status. It may also be used as evidence that contributions to you are deductible by donors as charitable contributions.

If we can be of further service to you, please let us know.

Sincerely yours,


R. L. Phinney
District Director

Synod of the Rocky Mountains - formerly Synod of Colorado-Utah

Department of the Treasury ^{D.C. D.Y.}

Internal Revenue Service
Washington, DC 20224

OCT 12 1970



Date:

In reply refer to:

October 6, 1970 T:MS:EO
United Presbyterian Church In The
United States Of America
510 Witherspoon Building
Philadelphia, Pennsylvania 19107

Gentlemen:

In accordance with the notifications you recently submitted, you and the organizations you operate, supervise, or control (and which are covered by your notifications) have been classified as organizations that are not private foundations as defined in section 509(a) of the Internal Revenue Code.

This classification is based on the assumption that operations will continue in the manner that constitutes the basis for such classification. Any changes in purposes, character, or method of operation must be reported to us so we may consider the effect on status.

Sincerely yours,

J. A. Oakes
Chief, Rulings Section
Exempt Organizations Branch

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 1600, GPO Brooklyn, N.Y. 11202

Date: OCT 22 1984

George W. McKeag, Esq.
c/o Morgan, Lewis and Bockius
2000 One Logan Square
Philadelphia, PA 19103

Person to Contact:
Mrs. E. Casa
Contact Telephone Number:
(212) 330-7411

Re: 23-6393377

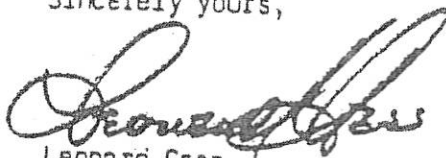
Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of Presbyterian Church (U.S.A.).

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,



Leonard Gass
District Disclosure Officer

Name of Organization: Presbyterian Church (U.S.A.)

Date of Exemption Letter: January, 1964

Exemption granted pursuant to 1954 Code section 501(c)(3) or its predecessor Code Section.

Foundation Classification (If Applicable): Not a private foundation as you are an organization described in section 509(a)(1) of the Internal Revenue Code.

District Director

Date: JUN 07 1984

▷ Presbyterian Church (U.S.A.)
475 Riverside Drive
Room 1201
New York, N.Y. 10115

RE: 23-6393377
GEN 1617

Date of Exemption: January, 1964
Internal Revenue Code Section: 501(c)(3)

Gentlemen:

Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely yours,



District Director

<u>Item Changed</u>	<u>From</u>	<u>To</u>
Name & Address	The United States Presbyterian Church in the United States of America Chatsworth, Illinois	Presbyterian Church (U.S.A.) 475 Riverside Drive Room 1201 New York, N.Y. 10115

35 Tillary St., Brooklyn, N.Y. 11201

Letter 976 (DO) (7-77)

Department of the Treasury

Internal Revenue Service
Washington, DC 20224

Date:

In reply refer to:

October 6, 1970

T:MS:EO

United Presbyterian Church In The
United States Of America
510 Witherspoon Building
Philadelphia, Pennsylvania 19107



OCT 12 1970

Gentlemen:

In accordance with the notifications you recently submitted, you and the organizations you operate, supervise, or control (and which are covered by your notifications) have been classified as organizations that are not private foundations as defined in section 509(a) of the Internal Revenue Code.

This classification is based on the assumption that operations will continue in the manner that constitutes the basis for such classification. Any changes in purposes, character, or method of operation must be reported to us so we may consider the effect on status.

Sincerely yours,

Chief, Rulings Section
Exempt Organizations Branch



U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
WASHINGTON 25, D. C.

1364 FED 4 All 9:09

JAN 31 1964

IN REPLY REFER TO
T:R:EO:1
JGD

The United Presbyterian Church in the
United States of America
Office of the General Assembly
510 Witherspoon Building
Philadelphia 7, Pennsylvania

Gentlemen:

Your application for a group ruling, holding you and your subordinate units exempt from Federal income tax as organizations described in section 501(c)(3) of the Internal Revenue Code of 1954, has been considered.

Based on the information submitted, it is held that you and your synods, presbyteries and churches whose names appear on pages 542 through 620 inclusive, of the May 1963 edition of part III of the minutes of your general assembly are exempt from Federal income tax as organizations described in section 501(c)(3) of the Internal Revenue Code of 1954 as it is shown that you and your subordinate units are organized and operated exclusively for religious purposes.

You and your synods, presbyteries and churches are not required to file Federal income tax returns so long as a tax exempt status is maintained.

It will not be necessary for you and your synods, presbyteries and churches to file the annual return of information, Form 990-A, generally required of organizations exempt under section 501(c)(3) of the Code, as the specific exceptions contained in section 6033(a) of the Code are applicable.

Contributions made to you and your synods, presbyteries and churches are deductible by the donors as provided by section 170 of the Code. Bequests, legacies, devises, transfers, or gifts, to or for the use of you and your synods, presbyteries and churches are deductible for Federal estate and gift tax purposes as provided by sections 2055, 2106 and 2522 of the Code.

The United Presbyterian
Church in the United
States of America

You and your synods, presbyteries and churches are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless waiver of exemption certificates are, or have been, filed as provided in that Act. Inquiries about the waiver of exemption certificate should be addressed to your District Director. You and your synods, presbyteries and churches are not liable for the tax imposed under the Federal Unemployment Tax Act.

For next year and each succeeding year thereafter, please send us the following information annually not later than forty-five days after the close of your annual accounting period:

1. Lists, arranged in alphabetical or numerical order, showing the names and mailing addresses of (a) your new subordinate units and (b) those which have ceased to exist or have changed their names or mailing addresses. One copy of the list should be furnished for use of this office and one additional copy for the use of each District Director in whose district one or more of your subordinate units are located. Directories may be furnished in lieu of the lists referred to above if a directory is published.
2. A statement, signed by one of your principal officers, stating whether or not the information upon which your original group ruling is based is applicable in all respects to your new subordinate units.
3. A statement, if at the close of the year, there were no changes in your roster.
4. A statement of any changes in the character, purposes or method of operation of your organization or those of any of your subordinate units.

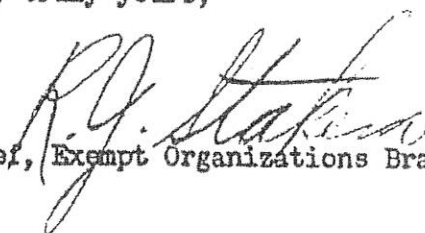
The United Presbyterian
Church in the United
States of America

5. Duplicate copies of any amendments to the
charters or bylaws of your organization or
those of any of your subordinate units.

This ruling is not applicable to any of your subordinate units
organized and operated in a foreign country.

The District Director in Philadelphia is being advised of
this action.

Very truly yours,


Acting Chief, Exempt Organizations Branch

5707 S. Simms Street
Littleton, CO 80127

**Genesis Presbyterian
Church**

Memo

To: To Whom It May Concern
From: Andrea Reisner, Administrative Secretary
Date: July 1, 2006
Re: Certificate of Exemption

Attached please find our Certificate of Incorporation, which also shows the nonprofit status of Genesis Presbyterian Church (U.S.A.).

The non-profit tax number that we use is as follows:

98-01154

The Presbytery of Denver
Presbyterian Church (U.S.A.)
1710 S. Grant St.
Denver, CO 80210
(303) 777-2453

If you have questions concerning our status, please call the church office at (303) 973-9399.

Thank you,

Andrea Reisner
Administrative Secretary

State of Colorado		
ACCOUNT NUMBER		LIABILITY INFORMATION
98-01154		01 006 8661 9 080179
1710 S GRANT ST		DENVER CO
PREBYTERY OF DENVER THE 1710 S GRANT ST DENVER CO 80210		ISSUE DATE SEP 22 1988

DR 160 (9/87)
DEPARTMENT OF REVENUE
1375 SHERMAN STREET
DENVER, COLORADO 80261

THIS LICENSE IS NOT TRANSFERABLE

CERTIFICATE OF EXEMPTION
FOR SALES AND USE TAX ONLY

Executive Director
Department of Revenue



Lobbying Priorities for 2017

Date: February 14, 2017
 To: Haines Borough Assembly
 From: Brad Ryan, Interim Borough Manager
 Re: Lobbying Priorities for 2017

Resolution 17-01-707 adopted legislative priorities for FY18, namely, Lutak Dock, WWTP, South Portage Cove Harbor Expansion, HS/Pool locker rooms and pool gutters, funding for Alaska transportation projects, municipal revenue sharing, and Shakwak. Further, I renegotiated a contract with Bill Thomas to provide lobbying services through June 2017 (attached).

Based on my last experience with directing the Haines Borough's lobbying efforts, I would like to confirm the list of items I believe the assembly would like our lobbyist to work on (Table 1). The following table, Table 2 is a list of items the assembly might want to take a position on but I am not clear on the Assembly's position on these items. Your direction is appreciated.

Table 1 Lobbying priorities:
• Cruise ship tax funding for cruise ship dock floats, small boat harbor and/or trails
• Public Radio funding
• Ferry service - tourism promotion
• Move the Lynn Sisters 7 William Henry Bay land selections forward
• Library programs
• Museum programs
• Winter recreation
• DEED funding for projects such as the school roof
• Retain a State Trooper in Haines
• Retain a Forester in Haines
• Retain a DMV office in Haines
• Retain an Alaska Department of Fish and Game office in Haines
• Maintain a Department of Corrections contract with HBPD
• Retain a Magistrate in Haines
• Education School Debt Reimbursement
• Retain power cost equalization

Table 2. Potential lobbying issues.

<ul style="list-style-type: none">• DOT Roads: Does the Haines Borough want to take a position if the Alaska Department of Transportation attempts to give the Haines Borough any of the DOT roads in Haines (Main St., Front Street, Beach Rd, Comstock, Allen, Piedad, Jones Pt., etc.)?
<ul style="list-style-type: none">• State Parks-Do you want to lobby to have them transferred to the Haines Borough if they decide to close them?
<ul style="list-style-type: none">• Sales Tax vs. Income Tax: Does the Haines Borough want to take a position on a state sales tax or income tax?
<ul style="list-style-type: none">• PFD: Does the Haines Borough want to take a position on capping the PFD?
<ul style="list-style-type: none">• Roads Fuel Tax: Does the Haines Borough want to take a position on a state fuel tax at the pump?
<ul style="list-style-type: none">• Marine Fuel Tax: Does the Haines Borough want to take a position on a state fuel tax at the pump? I believe they are looking at 0.08/gallon.
<ul style="list-style-type: none">• Airport Transfer: If the Alaska Department of Transportation attempts to give Haines the airport, does the Assembly want to take a position on this?

CONSULTING AND LOBBYING SERVICES AGREEMENT

This Consulting and Lobbying Services Agreement ("Agreement") is effective January 24, 2017, by and between the Haines Borough ("Borough") and Thomas, Inc. ("Consultant"). This Agreement will terminate on June 30, 2017 or sooner as provided in this Agreement and supersedes the existing contract between the same parties. Consultant will provide government relations services for The Haines Borough within the State of Alaska. Consultant will take direction from the Haines Borough designee, who will serve as Consultant's primary point of contact. The Haines Borough's initial designee for purposes of this Agreement shall be The Haines Borough Manager. The Haines Borough may change its designee at any time by delivering written notice of such change to Consultant.

Pursuant to Haines Borough Resolution 17-01-707, adopted January 24, 2017, which provided, in pertinent part, that the Haines Borough Assembly has determined to prioritize the Borough's FY 2018 legislative priorities; and it is the intent of the Assembly to provide the Alaska Governor, Legislature, and state officials adequate information to represent the needs of the Borough concerning legislative requests including necessary funding requirements, NOW, THEREFORE, BE IT RESOLVED, by the Haines Borough Assembly, Haines, Alaska:

Section 1. The following Capital Budget priorities are identified as the Haines Borough priorities for the state of Alaska for FY 2018:

- 1. Lutak Industrial Dock Replacement*
- 2. Wastewater Treatment Facility Upgrades*
- 3. South Portage Cove Harbor Expansion – Moorage Floats*
- 4. South Portage Cove Harbor Expansion – Drive Down Ramp*
- 5. HS/Pool Locker Rooms and Pool Gutters*

Section 2. The following Operating Budget priorities are identified as the Haines Borough priorities for the state of Alaska for Fiscal Year 2018:

- 1. Adequate funding for both operations and capital needs of Southeast Alaska transportation projects (Alaska Marine Highway System, Haines Highway, and Haines Airport)*
- 2. Municipal Revenue Sharing*
- 3. Federal Shakwak Project Funding Support*

Section 3. The Borough Manager is hereby instructed to advise the Governor, Legislature, and appropriate State agencies of the Borough's legislative priorities and take all appropriate steps to provide background information and testimony in representing the Borough's best interests.

It is FURTHER AGREED, by and between the Borough and Consultant, as follows:

1. The scope of work to be performed by Consultant "(Work) specifically relates to government relations between The Haines Borough and the State of Alaska pertaining to The Haines Borough interests in Alaska as described above. Consultant will cooperate with and coordinate Work activities with The Haines Borough designee.
2. Consultant's Work is subject to instructions received from The Haines Borough Manager in performing its services under this Agreement, Consultant will be and remain an independent contractor with control over the manner in which Consultant performs such services. Consultant will not hold itself out as an agent of The Haines Borough and will require that its officers, directors and employees refrain from holding themselves out as employees or agents of The Haines Borough. Consultant will be solely responsible for all compensation of its personnel and all federal, state and local employment taxes or other withholdings related to such compensation.
3. In exchange for Consultant's services under this Agreement, The Haines Borough shall pay Consultant a fee of Twenty-two thousand five hundred (\$22,500.00) during the term of this Agreement. Payment may be in a lump sum or in two equal quarterly payments of \$11,250.00 due on the first day of each calendar quarter.
4. The Haines Borough or Consultant may terminate this Agreement at any time for any reason (or for no reason) upon thirty (30) days written notice to the other party, without liability or penalty to either party. The cancellation or termination of this Agreement will not affect The Haines Borough's obligation to pay the compensation, due Consultant as of the termination date (which shall be at least 30 days after the date of any termination notice) and to reimburse Consultant for any expenses incurred as of that date.
5. Consultant shall complete the Work in accordance with all applicable laws, rules, regulations, administrative directions, and orders. Consultant shall not pay any commission, fee or rebate, or make any gift of significant value to any employee of The Haines Borough or regulator in connection with this Agreement. During the term of this Agreement, Consultant shall comply with and abide by all lobbying, ethical, registration, or notification requirements under Alaska law or such other jurisdictions applicable to Consultant and shall comply with and abide by all lobbying, ethical, registration or notification requirements under Alaska law or such other jurisdictions applicable to The Haines Borough.
6. Consultant acknowledges that it may receive from The Haines Borough certain non-public information in connection with this Agreement. Consultant shall and will require its directors, officers, employees, and representatives to (1) treat such

information as confidential, (2) not use any such information except for the purpose of performing the services contemplated by this Agreement, and (3) not disclose to any third party such information, except as may be required by law or legal process or as authorized by The Haines Borough in writing. All files, documents, and other property of whatever nature made available to Consultant by The Haines Borough will remain the property of The Haines Borough and will be surrendered by Consultant to The Haines Borough promptly upon termination of this Agreement. The obligations of Consultant under this Section & will survive the termination or cancellation of this Agreement.

7. During the term of this agreement, Consultant shall not provide services to or acquire any interest in a competitor of The Haines Borough (except for an interest not exceeding 1%, acquired for investment purposes, in a company whose stock is traded on a public exchange) without The Haines Borough's prior approval.
8. Consultant shall retain ownership of all copyrights and other rights in and to any reports, analyses, or other original works authored by Consultant pursuant to performing services under this Agreement and no such work shall be considered a work made for hire under the Copyright Laws of the United States. Consultant hereby grants to The Haines Borough a limited, non-exclusive, non-transferable license to use, for The Haines Borough's own purposes, all such works created by Consultant in performing this Agreement.
9. Consultant shall not advertise or otherwise use its contact with The Haines Borough under this Agreement in any public disclosure without prior written consent of The Haines Borough. Such disclosure shall include, without limitation, issuing brochures, listing references, placing advertisements and making any announcement or releasing any information to any third party concerning the existence or content of this Agreement, the Work or any facility of The Haines Borough. Consultant shall not use or permit the use of the trade or service names, marks or logos of The Haines Borough in any manner. This provision shall survive the expiration or earlier termination of this Agreement.
10. This Agreement and the documents incorporated herein constitute the complete agreement and supersede all prior agreements or understandings, written or oral, between the parties, with respect to the subject matter hereof. This Agreement shall not be assigned by Consultant without prior written consent of The Haines Borough.
11. No provision of this Agreement shall be deemed waived without express written notice of waiver. Failure to demand strict performance in one instance shall not be deemed to waive either Party's right to insist on strict performance in any other instance.

12. The parties shall resolve any disputes arising under this Agreement through binding arbitration pursuant to the Alaska Revised Uniform Arbitration Act, Alaska Statutes 09.43.300-09.43.595. Any arbitration hearing shall be held in Haines Alaska, with parties bearing their own costs.

If the foregoing accurately reflects your understanding of our agreement, please so signify by signing and returning this letter to the undersigned.

Thomas, Inc.

Joyce M. Thomas
By: *for William A. Thomas, Jr.*

William A. Thomas, Jr.

Its: Principal

ACCEPTED AND AGREED this 30 day of January, 2017

The Haines Borough

By: *BR*
Brad Ryan, Interim Manager

Attest:

Alexandra
Aleka Fullerton, Acting Borough Clerk

HAINES BOROUGH
HAINES, ALASKA
PUBLIC NOTICE

POSITION OPENING
Borough Manager



The Haines Borough is accepting applications for the position of Borough Manager. This is an executive position reporting to the Haines Borough Assembly.

The Borough Manager is the Chief Administrative Officer for the Borough and directs the finance, property assessment, planning & zoning, public facilities, police, tourism and ports and harbors functions through department managers. He or she also promotes economic development in the Haines Borough and directs various ad hoc projects. The Borough Manager is the principal personnel officer and administers a collective bargaining agreement for about 70 employees. Budget preparation and cost reporting and analysis for a \$10 million plus budget are key responsibilities in this position.

Qualifications: A degree in public administration, finance, engineering or business administration is desired but a successful record of increasing responsibility and accomplishment in municipal or governmental administration will be given the strongest consideration in evaluation of applicant resumes. Thorough reference and background checks will be conducted.

Wage: Salary range \$95,000- \$120,000 DOE. Excellent benefits.

Application Deadline: 5:00pm, Friday, March 3, 2017, or thereafter until filled.

Application Procedure: Interested persons should submit, via mail, fax, or email, a Haines Borough Application Form, cover letter and resume with 5 references to:

Office of the Borough Clerk
P.O. Box 1209, Haines, AK 99827
Borough Administration Building, 103 E. Third Ave.
907-766-2231, ext. 31
Fax: 907-766-2716
jcozzi@haines.ak.us

Information about Haines may be found at www.hainesalaska.gov or www.haines.ak.us.

Posted: 2/2/17
Alekkka Fullerton, Deputy Clerk

A scenic view of a river with two rafts, a dense forest, and a large snow-capped mountain in the background. The foreground shows a raft with several people in orange life jackets. The middle ground features a lush green forest along the riverbank. The background is dominated by a massive, rugged mountain with patches of snow under a clear blue sky.

HAINES ALASKA BOROUGH MANAGER

**Haines Borough is seeking a
confident, strong, and
consensus -building leader.**

Haines, Alaska

The Community



Haines is one of the most ruggedly beautiful places on earth, attracting an eclectic mix of philosophers, artists, commercial fishers, adventurers, professionals and trades people. Native peoples, Canadians, Americans, British and Russians have all contributed to the storied history of the people and area. Haines is located in the northern section of the Alaska panhandle. Surrounded by snow-capped mountains, rainforests, and wild rivers, Haines has an alluring appeal to anyone with a camera, a canvas, and a free spirit. This has resulted in a mix of people born to the area and others who came to visit and never left.

The people of Haines are a passionate people who value the freedom of a near-frontier life. The area's remoteness creates a strong sense of a family community, where differences of opinion are shared enthusiastically, contrasted by an "all come together" spirit whenever and whatever the community need might be. Haines is a collection of versatile people, many of whom--native and non-native--adhere to a subsistence lifestyle that embraces hunting, fishing, gardening and artisanal practices. Haines also has the most artists per capita of any town in the US under 10,000.

The community is packed with events throughout the year that feature local talent in theater, music, arts and festivals that are cherished by locals and the thousands who come to the community to vacation. There is a deep entrepreneurial spirit with many self-starters who have opened a business in the town. There are currently 400 businesses in town, mostly small and independent.

Education The Haines Borough School District provides K-12 with three divisions in a single building: Haines Elementary, Haines Middle, and High School, and they also operate the Haines Home School. The District student enrollment has varied from year to year and tends to be between 250 and 300. The District provides laptop computers to all high school students, laptops are available for classroom use in grades three through eight, and mobile devices are available to kindergarten through third grade.



“THE SUN'S SHINING, THE SNOW CONDITIONS ARE ABSOLUTELY AMAZING, AND THERE'S NO PLACE I'D RATHER BE ON EARTH RIGHT NOW.”

—CHRIS COULTER



An Involved Community full of Volunteers who value their Independence

A long-time resident said, *“The people who are here are here on purpose, and they have a way of becoming protective about the place. The remoteness of the community only fortifies this characteristic, because there is no one else to rely on except the people you see around you every day.”* Residents of Haines don’t wait for others to take care of the needs of the community, they do it themselves. They insist on quality schools and create non-profits (over 75) to do everything from promoting Arts to helping military veterans.



An involved citizenry: Haines people are very generous and engaged in civic life. The mentality that has shaped a town is one where individuals feel like their involvement makes a difference. Almost everyone, including youth, volunteers from a few hours a year to hundreds of hours to serve community needs. The highly educated populace (there are more college degrees per capita than any other municipality in Alaska) is full of determination and capability that has produced impressive projects such as the award winning library (awarded Best Small Town Library in the USA in 2005), the Chilkat Center for the Arts, veterans’ housing, and the central playground for children completely constructed by the citizens of Haines.



Community Organizations: Haines has established numerous organizations that provide opportunities to connect, explore, rejuvenate, learn and give back. Some of the organizations include: Alaska Arts Confluence, Alaska Bald Eagle Festival, Big Brothers and Big Sisters Alaska, Chilkat Valley Community Foundation, Chilkat Valley Preschool, Alaska Chilkoot Bear Foundation, Children's Reading Foundation of Haines, Friends of the Chilkat Center for the Arts, Chilkat Snowburners, Chilkoot Indian Association, Haines Arts Council, Haines Ski and Hike Club, Haines Chamber of Commerce, Haines Emblem Club, Haines Friends of Recycling, Haines Farmers' Market, Haines Gardeners & Farmers, Haines Port Development Council, Hammer Museum, KHNS Radio, Lynn Canal Conservation, Lynn Canal Community Players, Rainbow Glacier Camp, SAIL (Southeast Alaska Independent Living), SEA Trails, Sheldon Museum, Southeast Alaska State Fair, Takshanuk Watershed Council, The Ugly's of Haines, Haines Sportsmen's Association, Community Education, American Legion, and more.



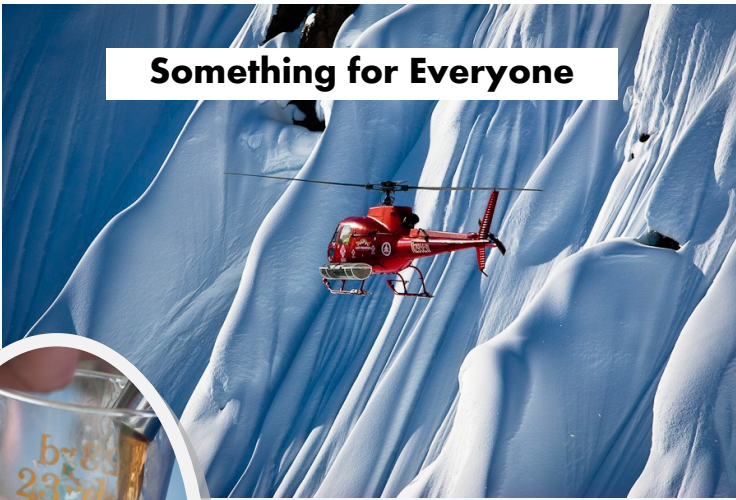
Something for Everyone

Cross country skiing, snow machining, snow-shoeing, ice skating, ice fishing and hunting are some of the many things to do during the winter months. Haines has been ranked as the number one heli-skiing destination in the world, attracting skiers and snowboarders from around the world. Most skiing and snow-machining takes place up on the Chilkat Pass at the Haines Summit, about 40 miles outside of Haines. Basketball is extremely popular during the winter months in Haines. Almost every evening of the week sees various age groups and leagues playing ball at the High School Gymnasium. Cycling: Haines has quite a few good mountain bike and road bike trails. Perhaps the biggest cycling event of the year is the Kluane to Chilkat International Bike Relay run between Haines Junction and Haines every summer.

The Haines Borough Public Library is extremely active with regular events. Climbing: Haines is a climbing nirvana, with towering peaks and glistening glaciers all around. The climbing community includes the likes of John Svenson and the folks at Alaska Mountain Guides. Ice climbing is also a popular winter activity. Theater Events: Various live productions are offered year round at the Chilkat Center for the Arts. Exciting sport fishing opportunities are plentiful from April to November, both salt-water and freshwater. Several charter operators offer fishing trips from the Haines Small Boat Harbor for five species of salmon, plus halibut and rockfish. King salmon are caught all season, with the Haines King Salmon Derby held in late May and early June. Guided fishing is also available on Chilkat and Chilkoot Lakes.

Other area activities include Yoga, Golf (9 holes), Recreational and guided hiking, Kayaking, Rafting, Swimming (indoor pool), music, hockey, softball, and Volleyball.

Living in Haines : Anyone planning a move to Haines should be prepared for a 4-season climate. The summers are dry and warm with very long days reaching 20 hours of daylight. Winters have short days (6 hours of daylight on December 21) and can be cold; although by Alaska and Mid-west standards, they are fairly mild with average high temperatures in January of 30 degrees.



Current Projects and Priorities

- Harbor project: Haines has been granted \$19 Million to expand the harbor. A significant waiting list continues to grow as boating and fishing enthusiasts wait for slips.
- Sewer plant rebuild: The sewer treatment facility needs renovation. Set asides and additional grants will be used for the rebuild.
- Lutak dock: The Lutak dock is in need of a major and costly renovation. The community depends on the dock for the transport of goods. Some grants and capital funds have been identified, but more funding is needed.
- Get to know the community and gather input through community engagement.
- Portage Cove Interpretive Trail & Park: Haines is currently designing trails that will lead from the Portage Cove Campground to Picture Point.
- Create open and accessible channels of communication between the public and government.
- Participate in Strategic Planning designed to identify a vision and subsequent priorities and work plan.
- Get to know the Assembly and all the staff- work together to create a great team.
- Work with the various community boards and committees to encourage participation in local government.
- Become familiar with the budget and begin the process of prioritization.



Transportation and Economy

Local Economy and Transportation: The Haines economy centers primarily on Tourism and Fishing. There are also a large number of retirees in the community. Haines is a port-of-call to several cruise ship operators, including Princess Cruises and the Holland-America Line. About 18 cruise tours dock each season. The ships bring visitors from around the world.

Haines is much more accessible than most other southeast Alaskan communities, as it is connected to the North American highway system via the Haines Highway, which passes through British Columbia on its way to the junction with the Alaska Highway at Haines Junction, Yukon. However, the primary mode of intra-Alaskan transportation is via the Alaska Marine Highway with regular service to Juneau. The Haines Airport also receives a large amount of traffic, with two carriers providing service from Haines to Gustavus, Skagway, Sitka, and Juneau.



The Culture

Most of the citizens personally know the employees who serve the Borough, as well as the elected officials, and have a connection to them outside of government. Customer service is familial, casual, comfortable, and not heavy on protocol, procedure and formality, compared to other municipalities. The look and feel around the Administration building is relaxed yet professional. The dress is casual and reflects the outdoor nature of the area. The elected officials rely heavily on the Manager to handle the day to day operations, set the tone for the employees, and engage with the citizens.

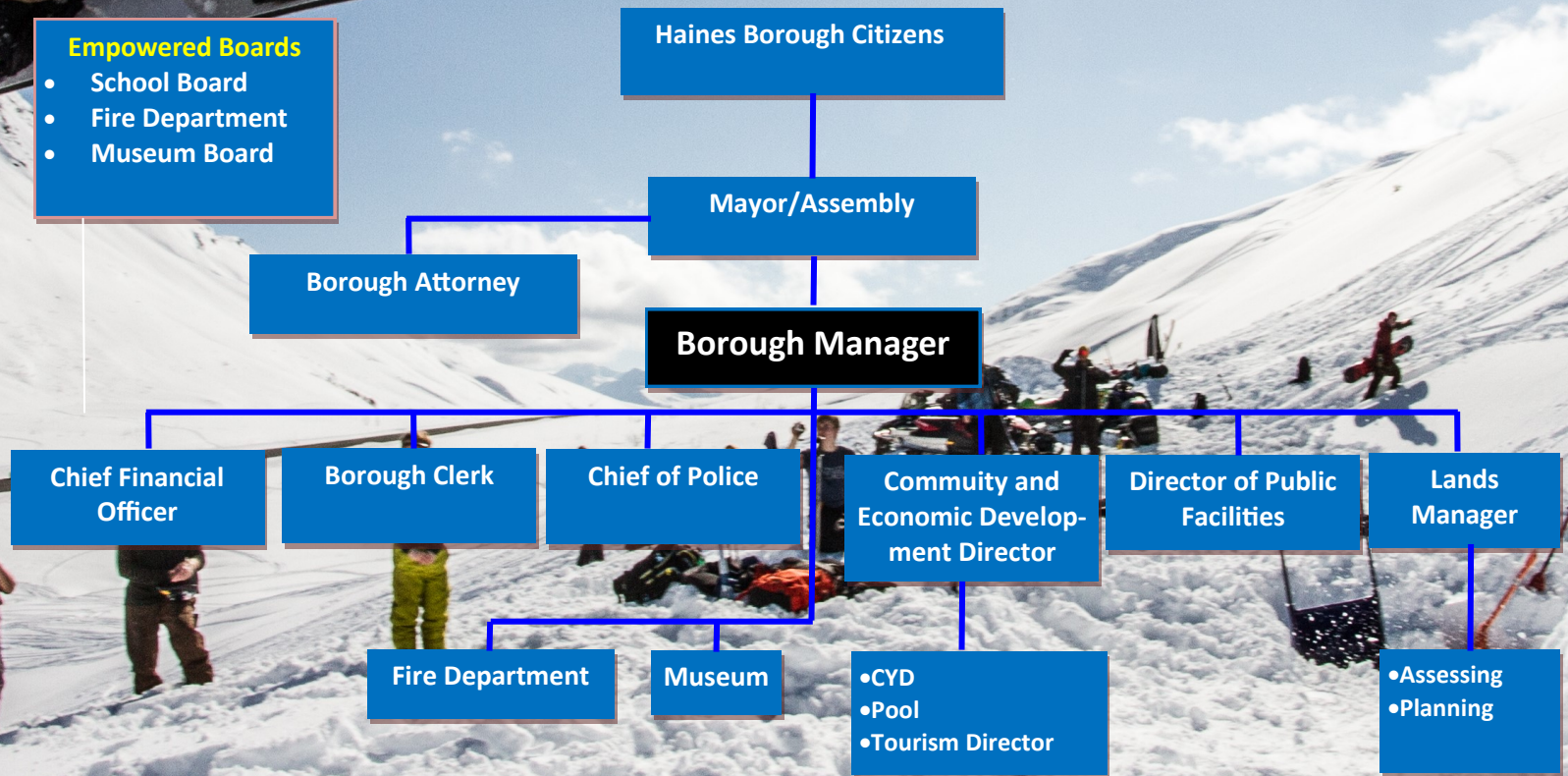
Organization

Borough Services: The Borough provides water, wastewater treatment, library, police and fire protection, ambulance, lands, street maintenance, ports and harbors, animal control, snow removal, public improvements, museum, park area maintenance, year round recreation programs, planning and zoning, community and economic development, and general administrative services.

Committees

The Borough has several appointed Ad Hoc Groups and Advisory Groups:

- Planning Commission
- Port and Harbor Advisory Committee
- Code Review Commission
- Parks and Recreation Advisory Committee
- Solid Waste Working Group
- Tourism Advisory Board
- Chilkat Center Advisory Board
- Public Safety Commission
- Museum Board
- Library Board



Haines Manager Position

The Borough Manager implements policy as set by the borough assembly and is the chief administrative officer of the borough reporting directly to the assembly and working at their will. This position is responsible for the effective and efficient administration of all borough services through the overall supervision of administrative staff and department heads. The manager performs duties under the directives of borough laws and ordinances within policy guidelines from the borough assembly. This position works closely with the mayor, borough assembly, borough officers, department heads, all special committees and boards, and the public. It is also a liaison position between the mayor/assembly and all department heads. The manager coordinates activities of the borough departments, borough officers, and committees and boards, and delegates duties as needed.

- Serves as chief administrative officer of the Borough and is responsible for the effective and efficient administration of all Borough services.
- Appoints department heads and directs the internal administration operation of all borough departments through department heads and borough officers.
- Serves as personnel officer. Is responsible for hiring and terminating borough employees subject to the provisions of Haines Borough code and all other pertinent laws and regulations.
- Is responsible for grant and contract administration and procurement.
- Works with the chief fiscal officer to prepare bond issues, local improvement districts and contracts.
- Acts as a liaison between the borough and local, state and federal agencies.
- Serves as the administrator to the planning commission.
- Prepares and implements the annual budget and capital improvement program.
- Implements adopted capital improvement, economic development, comprehensive, and other plans.
- Manages the borough's utilities.

Professional Leadership Characteristics

The Borough needs a confident, strong, and consensus building leader who has an easygoing and calm temperament. The person being sought will be an ideal mentor and facilitator, eager to engage the community, assembly, and staff. Preferred characteristics Include:

- Be a creative problem solver
- Be organized and thorough with follow through
- Possess great people skills
- Possess exceptional communication skills including being a willing and active listener
- Able to deal with opinionated people without taking it personally
- Have a great sense of humor
- Able to build a trusting relationship with staff
- Able to deal with tense situations with a calm demeanor
- Intelligent, thoughtful, trustworthy and fair
- Leads by example through hard work, accountability, and integrity
- Have a "Coach-First" – "Mentor" mentality with staff

Background and Experience Sought

Qualified candidates shall possess a Bachelor's degree in public administration (Master's preferred) or a closely related field and at least five years of increasingly responsible management experience in an executive position such as department head, assistant manager, borough manager or administrator. Knowledge of utilities is also desired.

- Experience in budget preparation, policy, strategy and presentation
- Experience building strong relationships with the elected officials
- Working knowledge with Public financing techniques
- Experience with economic development/redevelopment
- Experience with housing development
- Background in union and human resources activities, performance evaluation and staff development
- History of strategic planning and implementation
- History of involvement in professional and community organizations
- Infrastructure repair/replacement



Traveling to Haines

Transportation and lodging will be provided for finalists. Haines is located on the shores of the northern Lynn Canal, the deepest, longest fjord in North America. Surrounded by snow-capped mountains and hanging glaciers, Haines is truly in the most scenic setting one could imagine for any destination in Alaska. Just north of Juneau and a little south of Skagway, Haines is only 40 miles from the US/Canadian border and is accessible by road, air, and water. - See more at: <http://www.visithaines.com/gettingtohaines>.



Borough of Haines, Alaska
Borough Manager
Job Posting
Salary Range: \$95,000—\$120,000

Haines, Alaska Population 2,500/ Salary Range \$95,000—\$120,000) is seeking confident, strong, and consensus building leader who has an easygoing and calm temperament to be their next Borough Manager. The person being sought will be an ideal mentor and facilitator, eager to engage the community, assembly, and staff.

Haines is one of the most ruggedly beautiful places on earth, attracting an eclectic mix of philosophers, artists, commercial fishers, adventurers, professionals and trades people. Haines is located in the northern section of the Alaska pan-handle. Surrounded by snow-capped mountains, rainforests, and wild rivers, Haines has an alluring appeal to anyone with a camera, a canvas, and a free spirit.

Qualified candidates shall possess a Bachelor's degree in public administration (Master's preferred) or a closely related field and at least five years of increasingly responsible management experience in an executive position such as department head, assistant manager, Borough manager or administrator.

Position profile is available at www.hainesalaska.gov. Email resume, cover letter and 5 references to Julie Cozzi at jcozzi@haines.ak.us by 3/3/17. Please direct questions to Julie at (907) 766-2231 ext. 31.

For additional information about Haines, please visit: www.visithaines.com



March 3
Deadline for Applications

From: Carlos Jimenez [CJimenez@dawson.com]
Sent: Monday, January 23, 2017 1:19 PM
To: Brad Ryan
Cc: Krista Kielsmeier
Subject: Local business in Haines

Dear Mr. Ryan:

Dawson Construction is based in Bellingham, Washington, with a Southeast Alaska office based in Juneau. These offices partner together to bid, propose and manage construction projects throughout the State of Alaska and Western Washington. Dawson Construction has successfully completed numerous projects in and for the Haines Borough in the last 10 years since I became a resident there. The first job I began with Dawson was in Haines. It was the first-phase construction of Haines Assisted Living. It was a great project and one that benefits the community.

Some of the jobs we've successfully completed in Haines in the last 12 years:

- Haines School Renovation
- Haines Assisted Living
- Jilkaat Kwaan Hospitality House
- St. Lucy's Senior Living
- Soboleff/McRae Veterans Village
- Jilkaat Kwaan Cultural Center
- Haines Brewery
- Soboleff/McRae Veterans Wellness Center
- Jilkaat Kwaan Phase 2
- Haines Presbyterian Church Siding and Window Replacement

Dawson Construction is committed to continuing to bid work in the community of Haines and we are interested in opening an office there. Dawson believes in hiring locally and believes that Haines has some of the best professional tradespersons in Southeast Alaska.

The Haines Borough Code states that to be considered local, Haines must be the primary place of business for a company. Is this something you would be willing to take to the Haines Borough Assembly for their consideration to change?

I've attached a list of other coastal communities' ordinances for your review and consideration.

Thank you for your time.

Sincerely,
Carlos Jimenez



CARLOS JIMENEZ
T | 360.756.1000

5.12.200 - Local bidder preference.

All evaluations of bids or proposals based on price shall be made after a local bidder preference of five percent has been applied. In this section, "local bidder" means a person who:

- A. Holds a current city business license;
- B. Submits a bid or proposal for supplies, services or construction under the name that appears on the person's current city business license;
- C. Has maintained a place of business within the city staffed by the bidder or an employee of the bidder for a period of six months immediately preceding the date of the bid;
- D. Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, or is a partnership and all partners are residents of the state; and
- E. If a joint venture, is composed entirely of ventures that qualify under subsections A through D of this section.

(Ord. 809 (part), 1998).

uneau bidder and *Juneau proposer* mean a person who:

- (1) Submits a bid or proposal under the name of the business appearing on the *bidder's* or proposer's City and Borough business registration required under CBJ [69.05.170](#);
- (2) Has maintained, for a period of six months immediately preceding the date of the bid or proposal deadline, a place of business within the City and Borough staffed by the *bidder* or proposer or an employee of the *bidder* or proposer;
- (3) Provides in the normal course of business, goods or services of the general nature being solicited and adds value to those goods or services by manufacturing, assembling, creating, performing, controlling, managing, or supervising the goods or services provided;
- (4) As of the date and time of the bid or proposal deadline, is in compliance with the registration and filing requirements for sales tax and business personal property tax on account of that business; and
- (5) As of the date and time of the bid or proposal deadline, is not delinquent in the payment of any taxes or associated penalties, interest, or fees, or any special assessments, owing to the City and Borough on account of that business.

(3) All bids shall be sealed and shall be opened in public at a time and place designated in the notice inviting bids. Information which would reveal the number of bids received and the identity of bidders shall not be released until after the time for submission of bids has passed. The purchasing authority may repeatedly reject any and all bids, may proceed under KMC [3.12.050\(a\)\(10\)](#) or may call for new bids as in the first instance, except that as an additional requirement each of the bidders whose bids were rejected shall be timely notified of a call for new bids and of the changes, if any, in the specifications or other requirements for such new bids.

(4) **Local Bidder Preference Award.**

(A) Unless contrary to federal or state law or regulation, a contract or purchase for supplies, materials, equipment or contractual services the amount of which is less than \$200,000 shall be awarded to a **local** bidder where the bid by such **local** bidder is in all material respects comparable to the lowest responsible nonlocal bid if the amount bid by such **local** bidder does not exceed the lowest responsible nonlocal bid by more than:

- (i) Ten percent of the amount bid by the lowest responsible nonlocal bidder if that nonlocal bidder's bid is \$100,000 or less;
- (ii) Seven percent of the amount bid by the lowest responsible nonlocal bidder or \$10,000, whichever is less, if that nonlocal bidder's bid is greater than \$100,000 but less than or equal to \$200,000.

No **local** bidder **preference** will be allowed if the lowest responsible nonlocal bidder's bid exceeds \$200,000. The council may by motion adopted prior to bid opening exempt any contract or purchase from the **local** bidder **preference** set forth in the preceding sentence.

(B) "**Local** bidder," for purposes of subsection (c)(4) of this section, means a person who:

- (i) Holds a current Alaska business license;
- (ii) Submits a bid for goods or services under the name appearing on the person's current Alaska business license;
- (iii) Has maintained a place of business within the boundaries of the Ketchikan Gateway Borough for a period of six months immediately preceding the date of the bid; and
- (iv) Is not delinquent in the payment of any taxes, charges or assessments owing to the city of Ketchikan or the Ketchikan Gateway Borough on account of that business.

(C) The manager may require such documentation or verification by the person claiming to be a **local** bidder as is deemed necessary to establish the requirements of subsection (c)(4) (B) of this section. (Ord. 1632 § 2, 2009; Ord. 1379 §§ 1, 2, 1997; Ord. 1296 § 1, 1994; Ord. 1291 § 3, 1994; Ord. 1255 § 1, 1993; Ord. 1241 § 1, 1992; Ord. 1053 § 1, 1985; Ord. 1048 § 1, 1984; Ord. 1031 § 1, 1984; Ord. 956 § 1, 1981; Ord. 886 § 2, 1977; Ord. 822 § 1, 1975)

3.12.041 Awarding of competitive bids.

(a) All requests for bids or proposals shall include clear and precise discussion of the specific evaluation factors to be used in awarding bids.

(5) The previous and existing compliance by the bidder with laws and ordinances relating to this or other contracts or purchases.

(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or purchase.

(7) The number and scope of conditions attached to the bid.

(8) The quality, terms and conditions of any warranties.

(9) **Local** bidder's **preference**, as set forth in KGBC 11.20.080, if any, applicable to the contract or purchase.

(10) Such other matters that are of assistance in determining whether award is in the best interest of the borough.

(b) Award to Other Than Low Bidder. When the award is made to other than the lowest bidder, a full and complete written statement of the reasons therefor shall be mailed or delivered to the unsuccessful low bidder and filed with the other papers relating to the contract or purchase.

(c) Notice to All Firms Submitting a Bid. Written notice of the bid results shall be given to all persons or firms submitting a bid in response to a particular invitation to bid. [Ord. No. 1214, §3, 5-6-02. Code 1974 §41.30.060.]

11.20.080 Local bidder preference award.

(a) A contract or purchase shall be awarded to a **local** bidder where the bid by such **local** bidder is, in all material respects, comparable to the lowest responsible nonlocal bid if the amount bid by such **local** bidder does not exceed the lowest nonlocal bid by more than the following percentages, unless such an award is contrary to state or federal law or regulation, or unless the assembly, at its discretion, determines prior to giving notice soliciting bids that the provisions of this section shall not apply to the contract or purchases:

Nonlocal bid is:	Local bid is not more than:
\$0 – \$5,000,000	5 percent higher than nonlocal bid
Over \$5,000,000	2.5 percent higher than nonlocal bid

(b) “**Local** bidder,” for purposes of this section, means a person or firm who:

(1) Holds a current Alaska business license to provide such goods or services, and such other Alaska regulatory licenses as are required to provide such goods or services;

(2) Submits a bid for goods or services under the name appearing on the person's or firm's current Alaska business license;

(3) Has maintained a place of business within the boundaries of the Ketchikan Gateway Borough for a period of six (6) months immediately preceding the date of the bid; and

(4) Is not delinquent in the payment of any taxes, charges, or assessments owing to the city of Ketchikan or the Ketchikan Gateway Borough on account of that business.

(c) The manager may require such documentation or verification by the person or firm claiming to be a **local** bidder as is deemed necessary to establish the requirements of subsection (b) of this

(a) Notwithstanding KCC [3.12.040](#), the council shall direct an award of a contract for the purchase of personal property or services or for the construction, repair, or improvement of city facilities after competitive bidding to a **local** bidder who is also a responsible bidder if that bid does not exceed the otherwise lowest responsible bid by more than 10 percent or \$30,000, whichever is less.

(b) For the purposes of this section, "**local** bidder" shall mean a responsible bidder who had, at the time of bid award, maintained a business office or store within the borough of Kodiak Island which was open for business on a substantially full-time basis and staffed by at least one full-time employee for at least one year.

(c) This section does not govern purchases of personal property or services authorized by KCC [3.12.020](#) and [3.12.030](#). [Ord. 942, 1992; Ord. 744, 1985; Ord. 737, 1984; Ord. 695 §13, 1983; Ord. 578 §1, 1980; Ord. 479 §1, 1976]

3.12.070 Exceptions to bidding requirements

The requirements of this chapter relating to solicitation of competitive bids and award to the lowest responsible bidder shall not apply to:

(a) Contracts for professional services, or where the city determines that it is not practicable to develop sufficiently detailed contract terms or specifications for competitive sealed bidding, or that either vendor qualifications or the means and methods that a vendor will use are material to vendor selection.

(1) Contracts in this category may be awarded to a preferred provider, by open competitive proposals, by competitive proposals solicited from a limited group of providers, or by another method deemed by the city manager to be appropriate, considering such factors as the urgency in selecting a provider, and the specific selection requirements of any state or federal agency providing project funding.

(2) Providers of professional services shall be selected solely on experience and qualifications and price shall not be a factor in the selection process.

(b) Contracts for property or services necessitated by an emergency, if the delays required for compliance with the bidding requirements would jeopardize the public health, safety, or welfare.

(c) Contracts for property or services where other units of government, through their formal bidding process, have established the lowest responsible bidder and where the property or service meets or exceeds the city's specifications, when the best interests of the city would be served thereby, and the same is in accordance with the city and state law.

(d) Contracts for supplies, materials, equipment, or services for which the city manager determines in writing that there is only one source. The city manager shall negotiate with the sole source to obtain contract terms that best serve the interests of the city. [Ord. 1264 §1, 2009; Ord. 1199a §1, 2005; Ord. 758, 1985; Ord. 479 §1, 1976]

3.12.080 Lowest responsible bidder

In determining the lowest responsible bidder factors to be considered shall include, but not necessarily be limited to, the following criteria:

(a) The ability, capacity, and skill of the bidder to perform the contract;

4.04.050 - Bid preference for residents.

- A. Unless contrary to federal or state law, regulation or funding stipulations, a contract or purchase for supplies, materials, equipment or contractual services may, at the discretion of the borough assembly, be awarded to a resident bidder where the bid by such resident bidder is in all material respects comparable to the lowest responsible nonresident bid and the amount bid by such resident bidder does not exceed the lowest responsible nonresident bid by more than five percent. The borough assembly may, after consideration of the bids and other relevant factors, including the public interest, elect not to grant a resident preference.
- B. No resident bidder preference will be allowed if the lowest responsible nonresident bid exceeds \$500,000.00. The assembly may by motion, adopted prior to bid opening, exempt any other contract or purchase from a resident bidder preference.
- C. A preference may only be given to a resident bidder who:
 1. Holds a current Alaska business license;
 2. Submits a proposal for goods and services under the name on the Alaska business license;
 3. Is a resident as defined in this chapter;
 4. Is incorporated or qualified to do business under the laws of the state of Alaska with its principal place of business in the borough, is a proprietorship and the proprietor is a resident of the borough or is a partnership and all partners are residents of the borough;
 5. Is not in arrears to the borough for payment of utilities, sales tax or real property tax; and
 6. If a joint venture, all joint venture partners must qualify under subsections (1) through (5) of this section.

(Ord. No. 2013-10, § 3, 8-5-2013)

The following three types of bidding arrangements are acceptable forms of solicited procurement. Specific procedures governing the applicability of each will be set forth in the procedures manual:

- A. Requests for Bids: These bids shall be awarded on the basis of the lowest price to a responsive and responsible **bidder** as determined by the city administrator.
- B. Requests for Proposals: If the administrator determines that use of competitive bidding is not in the best interest of the city and borough, supplies, services, materials, and equipment may be procured by competitive proposals. These proposals shall be awarded based on scoring against the criteria defined in the specification including but not limited to price. Additionally, the administrator is empowered to negotiate terms which are in the best interest of the city and borough of Sitka.
- C. Requests for Qualifications: If the administrator determines that use of competitive bidding or proposals are not in the best interest of the city and borough, supplies, services, materials, and equipment may be procured by competitive statement of qualifications. Vendor award shall be made on a qualification based criteria as defined in the specifications. Additionally, the administrator is empowered to negotiate terms which are in the best interest of the city and borough of Sitka.

(Ord. 16-12 § 4 (part), 2016.)

3.16.027 Alternative contracting methods. [Revised 5/16](#)

When the administrator determines it is in the best interest of the city and borough he or she may utilize alternative contracting methods such as: design build, energy services contracts, guaranteed maximum price, and on call contracting. These methods shall be defined within the city and borough purchasing procedures.

(Ord. 16-12 § 4 (part), 2016.)

3.16.030 Purchases or contracts exceeding fifty thousand dollars. [Revised 5/16](#)

- A. If the value of the goods or service exceeds fifty thousand dollars, the administrator may authorize the acquisition or contract with the written certification by the finance director that appropriated funds are available, and seeking competitive formal sealed bids or as exempted by Section 3.16.060. Purchases or contracts authorized by Section 3.16.010 having an estimated value exceeding fifty thousand dollars must be made in the open market and meet the requirements of Section 3.16.040.
- B. Bids or proposals are considered formal bids and must be sealed and delivered to the submission point by the appointed time. Submission may be paper or electronic methods.

(Ord. 16-12 § 4 (part), 2016; Ord. 15-15 § 4 (part), 2015; Ord. 14-03A § 4 (part), 2014; Ord. 09-58 § 4 (part), 2009; Ord. 04-16 § 4 (part), 2004.)

3.16.031 Purchases or contracts from twenty-five thousand to fifty thousand dollars.

[Revised 5/16](#)

- A. If the value of the property, service or contract exceeds twenty-five thousand dollars but does not exceed fifty thousand dollars, the administrator may authorize the acquisition or contract with the written certification by the finance director that appropriated funds are available, and upon seeking at least three competitive quotes from a minimum of three vendors or as exempted by Section 3.16.060. Purchases or contracts authorized by Section 3.16.010 having an estimated value that does not exceed fifty thousand dollars may be made in the open market without publishing notice in a newspaper.
- B. All solicitations shall be awarded on the basis of Section 3.16.026.

4.05.025 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

1. **Skagway bidder** and **Skagway proposer** mean a person who:
 - a. Holds a current state business license;
 - b. Submits a bid or proposal under the name appearing on the **bidder's** current state business license.
 - c. Has maintained, for a period of six months immediately before the date of the bid or proposal, a place of business within the municipality that regularly provides in the normal course of business supplies or services of the general nature being solicited and that is staffed by the **bidder** or full-time employee of the **bidder**;
 - d. Is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the municipality or is a partnership and all partners are residents of the municipality.
 - e. Is not delinquent in the payment of any taxes, charges, or assessments owing to the municipality on account of that business;
 - f. Adds value by actually manufacturing, assembling, creating, performing, controlling, managing, or supervising the goods or services provided; and
 - g. If a joint venture, is composed entirely of ventures that qualify under subsections (a) through (f) of this definition.
2. **Lowest qualified bidder** means the person submitting the lowest responsive and responsible bid, as determined by the municipality.
3. **Party** means, with respect to a particular procurement, a person submitting a bid or proposal to contract with the municipality pursuant to that procurement. The manager may adopt regulations to implement the provisions of this section.
4. **Public improvement**, as used in this chapter, and only for purpose of competitive bidding, includes the erection, building, construction, placement, creation and expansion of an improvement to land; it does not include rebuilding, repair, removing, resurfacing, rehabilitating or replacing any chattel, fixture or improvement to land.
5. **Services** means labor, professional services and consulting services.
6. **Supplies** means all supplies, materials and equipment.

(Ord. 11-24, Amended, 10/20/2011; Ord. 11-12, Amended, 07/07/2011; Ord. 04-05, Adopted, 04/15/2004)

“Contract amendment” means any change or modification in the terms of a contract accomplished by agreement of the parties, including change orders.

“Contractor” means the person or firm who has entered into a binding contract or agreement with the city to provide supplies, services, professional services, construction or disposal of surplus supplies.

“Contractual services” means services performed for the city by persons not in the employment of the city and may include the use of equipment or the furnishing of commodities in connection with such services under express or implied contract. Contractual services shall include travel; freight; express; parcel post; postage; telephone; telegraph; utilities; rents; printing and binding; repairs; alterations and maintenance of buildings, equipment, streets, bridges and other physical facilities of the city; and other services performed for the city by persons not in the employment of the city.

“Crisis” means an unanticipated event or set of circumstances that requires immediate action to avoid threats to life or property or to avoid an immediate, significant liability to the city.

“**Local** bidder” means a business who:

1. For a period of eighteen consecutive months immediately prior to the opening of a competitive city bid for which the bidder wishes to utilize the **local** bidder **preference**:
 - a. Has owned, rented or leased real property within the city limits from which the business operates as verified by appropriate documentation;
 - b. Has advertised a **local** mailing or street address and **local** phone number for the business in a manner reasonably accessible to city residents;
 - c. Has current state business licenses and city business registrations;
 - d. Has maintained year-round employment of one or more city resident(s);
2. Is not delinquent in the payment of any taxes, fees, assessments, or other charges owing the city.

“Person” means an individual, group of individuals, business, nonbusiness association, other governmental entity, or advisory board created by the city.

“Procurement” means buying, purchasing, renting, leasing or otherwise acquiring supplies, services, professional services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

“Professional services” means all advisory, consulting, technical, research or other services, such as architectural, engineering, land surveying, legal and financial, which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise or training gained by formal studies or experience.

“Supplies” means any tangible personal property or consumables. (Ord. 12-09 § 1 (part); Ord. 10-04 § 1 (part); Ord. 09-05 § 1 (part); Ord. 93-19 § 2; prior code § 20-2)

2.80.030 Manner of making procurements generally.

A. The procurement of all supplies, materials, equipment and contractual services for the offices, departments and agencies of the city government shall be made by the city manager or by other personnel in accordance with purchase authorizations issued by the city manager.

D. Local Bidder Preference Award.

1. Unless contrary to federal or state law or regulation, or as otherwise provided in section (D)(2) of this section, a contract for, or purchase of, supplies, materials, equipment, contractual services, or public improvements shall be awarded to a local bidder where the bid by such local bidder is in all material respects comparable to the lowest responsible nonlocal bid, and if the amount bid by such local bidder does not exceed the lowest responsible nonlocal bid by more than:

- a. Five percent of the amount bid by the lowest responsible nonlocal bidder if that nonlocal bidder's bid is \$1,000,000 or less;
- b. Three percent of the amount bid by the lowest responsible nonlocal bidder if that nonlocal bidder's bid is \$1,000,001 or more.

2. This preference shall not be interpreted to mean that the borough is precluded from making the purchase from whatever source is most advantageous to the borough after considering all factors in the public interest even when the price quoted by the local bidder satisfies subsection (D)(1)(a) or (b) of this section.

3. "Local bidder" for purposes of the section shall mean a bidder who:

- a. Holds a current Alaska business license;
- b. Submits a bid for goods or services under the name appearing on the person's current Alaska business license;
- c. Has maintained a place of business within the boundaries of the borough for a period of six months immediately preceding the date of the bid;
- d. Is not delinquent in the payment of any utilities, taxes, charges or assessments owing to the borough on account of that business;
- e. Is incorporated or qualified to do business under the laws of Alaska with its principal place of business in the borough, is a proprietorship and the proprietor is a resident of the borough, or is a partnership and all partners are residents of the City and Borough of Wrangell;
- f. If a joint venture, all joint venture partners must qualify under subsection (D)(3)(a) through (e) of this section;
- g. The manager may require such documentation or verification by the person claiming to be a local bidder as is deemed necessary to establish the requirements of this section. [Ord. 817 § 1, 2008; Ord. 816 § 1, 2008; Ord. 605 § 4, 1995; Ord. 444 § 4, 1983.]