

**PETERSBURG BOROUGH
ASSEMBLY MEETING AGENDA
REGULAR SESSION
Monday, February 4, 2013, 12:00 P.M. - Noon**

1. Call To Order

2. Voluntary Pledge

3. Approval of Minutes

A. Regular Meeting Minutes of January 7, 2013

B. Regular Meeting Minutes of January 22, 2013

4. Amendment and Approval of Meeting Agenda

5. Public Hearings and Bid Awards

A. Public Hearing on Ordinance #2013-1 Implementing an Areawide Sales Tax (Short Title). *The ordinance has received legal review. During review it was noted several of the chapter sections from the City Code are dated and should be considered for change now, versus additional expense in the near future for updating. Changes made to the Ordinance since its introduction include: new definition for alcoholic beverage; clean-up of language throughout that says the sales tax is payable by the buyer and collected by the seller; providing a less complicated appeals process by eliminating a Sales Tax Board of appeals and having the Assembly address appeals; and adding a civil penalty for misuse of a senior exemption. This is the 2nd Public Hearing on the Ordinance.*

B. Public Hearing on Ordinance #2013-3 Providing for the Installation of Elected Officers and Appointments to Vacancies (Short Title). *The ordinance has received legal review. The ordinance has been further amended to conform to the Borough Charter requirement that if the Vice Mayor is required to serve as Mayor, the Vice Mayor's seat on the assembly shall be declared vacant and the vacancy filled per the ordinance. This prohibits a Vice Mayor to automatically return to their vacated assembly seat should they later vacate the Mayor's position. This is the 2nd Public Hearing on the Ordinance.*

6. Visitors' Views Related to Agenda

7. Visitors' Views Unrelated to Agenda

8. Board, Commission and Committee Reports

A. Transportation Advisory Committee *Committee Chairman Dave Kensinger will provide an update on recent meetings he has attended regarding the Alaska Marine Highway System.*

9. Consent Agenda

A. Local Approval of Renewal of Joan Mei Restaurant Alcoholic Beverage Permit

10. Report of Other Officers

A. Student Representative - Stephanie Pfundt

B. Update on Collective Bargaining with IBEW *John Hoag, the Borough's lead negotiator, will provide an update on the negotiations. The*

Assembly is asked to ratify the Articles/Sections that have been Tentatively Approved during the negotiation sessions. (TAs attached to packet)

11. Mayor's Report

A. Seeking Letters of Interest to Fill Vacancies in Elected Office The Borough continues to seek letters of interest from qualified borough residents to fill vacancies in elected office until the first regular borough election in October, 2014. All letters of interest should be submitted to the Mayor or Clerk no later than 10:00 a.m., Thursday, February 14, 2013 for Assembly consideration at the February 19 meeting. Anyone appointed to an elected seat will be required to file a Public Officials Financial Disclosure Statement (POFDS) within 30 days of taking office. Seats to be filled:

1. Vacancies on the Assembly There are two assembly member vacancies. Letters of interest submitted so far for consideration are from: Cynthia Lagoudakis; Jeigh Stanton Gregor and Gerald S. Laubhan. To enable the Assembly and community to become familiar with the candidates willing to be appointed to the vacancies on the Assembly, a Q & A session will be held at the February 19 meeting prior to making the appointments. Existing Assembly members are asked to submit questions that they would like to ask of the candidates to the Clerk no later than 10:00 a.m. Thursday, February 14 in order for the candidates to have advanced knowledge of the questions to be asked.

2. Hospital Board There are three vacancies on the Board. One Letter of Interest, received from Kristine Kissinger, has been submitted so far. The Hospital Board Chairman has been made aware of the vacancies that need to be filled.

3. Planning Commissioners There are seven vacancies on the Commission. Four Letters of Interest have been submitted so far. They are from David Kensinger, Susan Thomason, Dona Malhoit Laubhan and Ronn Buschmann.

B. Seeking Letters of Interest to Serve on the Land Selection Committee The Borough is also accepting letters from individuals interested in serving on the Land Selection Committee. The Borough will receive an estimated 1,700 acres from the State that can be used as the Borough determines. Five Letters of Interest have been submitted so far from Sam Bunge, Rick Braun, Jim Stromdahl, Ronn Buschmann and Liz Cabrera.

C. Declaration of Vacancy on PEDC Board The Resident Member at Large position for the Economic Development Council is vacant. This is an Assembly appointment with a three year term. Again, letters of interest to fill the vacancy should be submitted to the Mayor or Clerk.

D. Regional Electrical Energy Roundtable A meeting of regional community leaders and energy coordinators will be held Wednesday, February 6, at the Fire Hall. The meeting is an opportunity to proactively look at past and future resource developments and discuss electrical generation and consumption.

E. Wrangell Mayor has Retired Mayor Don McConachie has recently retired from local government. On behalf of the Petersburg community, Mayor Jensen sent a farewell letter thanking Mayor McConachie for his 14 plus years of local government service to the Wrangell community.

12. Manager's Report Manager Giesbrecht will highlight his written report.

13. Unfinished Business

A. Borough

1. Juneau Appeal *The court has issued its briefing schedule. CBJs brief is due February 28 and the LBC's and Borough's briefs are due March 29. It is anticipated a hearing on the matter may not occur until June, at the earliest.*

2. Future Transition Items *The Manager has proposed a means to obtain public participation in determining if Advisory Boards should be retained by the Borough. Consideration for approval of the process is addressed in Agenda Item 14F. Staff continues to review means to provide residents with access to participate in future meetings either via telephone or internet. And, the questionnaires made available at the January 15 Borough Open House/Welcome Reception asking for opinions and ideas on several borough matters are available at the Finance Office and Borough Website for anyone who wishes to submit their comments and ideas.*

3. State Funding *Governor Parnell has placed Borough transition funding in his proposed 2013 supplemental budget. The budget amendment is not official until approved by the legislature.*

B. Redistricting *No new information.*

C. SEAPA and D. Hittle & Associate's O & M Report *No new information.*

D. Ordinance #2013-1: An Ordinance Implementing an Areawide Sales Tax in the Amount of 6% throughout the Petersburg Borough and Providing for the Administration, Collection and Reporting of the Sales Tax. Final Reading. *Ordinance #1 adheres to Borough Charter and Transition Plan requirements that the former City sales tax become an areawide tax within 90 days of borough incorporation.*

E. Ordinance #2013-3: An Ordinance Providing for the Installation of Elected Officers and Appointments to Vacancies in Elected Offices of the Petersburg Borough *The ordinance conforms to the Petersburg Borough Charter requirements and is needed to assure that appointments to vacancies are made within 45 days. The ordinance does not apply to any of the advisory boards of the prior city (public safety, harbors and ports, library, utility and parks and recreation, etc.). Per Borough Charter, 19.08C, the assembly has up to one year to determine, by ordinance, if each of these boards will continue on a borough basis.*

14. New Business

A. Ordinance #2013-4: An Ordinance Implementing an Areawide Transient Room Tax in the amount of 4% throughout the Petersburg Borough and Providing for the Administration, Collection and Reporting of the Transient Room Tax. First Reading. *Ordinance #4 adheres to Borough Charter and Transition Plan requirements that the former City of Petersburg transient room tax provisions become areawide within 90 days of borough incorporation. The ordinance is exactly the same as provided in failed Ordinance #2013-2, except that Sub-Section 4.33.030B has been amended to reduce the percentage of a combined-price package for determination of a daily bed tax rate from 30% of the total cost of the package to 15%.*

B. Resolution #2013-2: A Resolution Opposing USDA's Preliminary Finding of No Significant Effect on the Quality of the Human Environment in the United States with Approval of AquaBounty Technologies, Inc's Application to Market Genetically

Modified Atlantic Salmon in the United States The resolution opposes the preliminary finding that there is "No Significant Impact" on the human environment in the consumption of genetically modified Atlantic salmon because there has been no thorough scientific research and testing to ensure consumption by humans is safe. Additionally, there is no guarantee that the modified fish will not escape into the wild. The resolution further encourages the FDA to analyze and evaluate the social, economical and cultural effects of approving the sale of genetically modified Atlantic Salmon in the United States and calls for prominent labeling of the product that clearly indicates it is "GENETICALLY MODIFIED" should the FDA approve the application. A copy of the draft Environmental Assessment is available in the Clerk's office for review.

Pg. 84-111

C. Resolution #2013-3: A Resolution Supporting a Coordinated Public Transit-Human Services Transportation Plan (short title) The resolution demonstrates the Assembly's support of the local committee's Coordinated Plan which is groundwork necessary to apply for federal grant funds to replace the Mt. View Manor Assisted Living and Senior Housing van.

Pg. 112

D. Resolution # 2013-4: Designating the Alaska Department of Natural Resources as the Acting Platting Authority for the Borough (short title) The resolution will leave the platting authority for all areas of the borough, except Service Area 1 (prior city limits) and City of Kupreanof with the DNR until the Borough is able to assume the function. A borough mapping system needs to be developed and a Planning Commission seated. The DNR will continue to use all State regulations regarding platting.

Pg. 113-115

E. Authorization for Participation in the Kake Access Environmental Impact Statement (EIS) The Borough has received invitation from the US Department of Transportation to participate with the Western Federal Lands Highway Division of the Federal Highway Administration (FHWA), in cooperation with Alaska DOT, in an Environmental Impact Statement process for a Kake Access. The Kake Access EIS is to be coordinated with the Kake to Petersburg Transmission Intertie EIS. A written response to FHWA of the Borough's participation must be submitted prior to February 19.

Pg. 116-118

F. Approval of Process The Borough Manager has submitted a proposed process in which to obtain input from affected board members and the general public on whether to retain or disband the various advisory boards of the prior City of Petersburg. Borough Charter, Section 19.08C requires that all appointed and elected advisory boards, committees and commissions in effect at borough incorporation be dissolved one year after the effective date of incorporation unless specifically continued by ordinance.

15. Communications

Pg. 119 - 212

A. Petersburg Mental Health Request for Funding Endorsement PMHS has asked the Borough to submit a letter of support in their funding request to the State to purchase and renovate a facility to expand services in order to address our at risk community members. A draft letter has been prepared for the Assembly's consideration.

Pg. 122-124

B. Petersburg Vessel Owner's Association Request for Funding Endorsement PVOA has asked for the Borough's support in Alaska Department of Fish and Game's budget request for an additional \$165K to

provide adequate aerial salmon stream escapement surveys. If approved by the Assembly, a support letter will be drafted.

16. Council Discussion Items

A. Recognitions *This agenda item is reserved to acknowledge individuals, groups, departments, agencies or anyone for their contributions toward the betterment of the Petersburg community.*

17. Executive Session – *The Assembly will conduct an Executive Session with the Borough's Negotiating Team for the IBEW contract for the purpose of discussing the balance of the non-settled contract articles and to give direction to the team.*

18. Adjourn

MINUTES OF THE PETERSBURG BOROUGH ASSEMBLY MEETING, REGULAR SESSION, HELD MONDAY, JANUARY 7, 2013 AT 7:00 P.M. IN THE ASSEMBLY CHAMBERS OF THE MUNICIPAL BUILDING.

OATHS OF OFFICE The members to the first Assembly for the Home Rule Petersburg Borough took their Oaths of Office.

1. **CALL TO ORDER** Mayor Jensen called the meeting to order at 7:00 p.m. Present: Mayor Mark Jensen; Assembly Members Susan Flint, John Hoag, Nancy Strand and John Havrilek. Absent: None. (Two vacancies exist on the Assembly).
2. **VOLUNTARY PLEDGE** The Pledge was recited.
3. **TERM DESIGNATIONS FOR ASSEMBLY MEMBERS** By a vote of 4-1 (Assembly Member Hoag opposed), it was determined the initial terms of the assembly members would be for the elected assembly members to draw from lots with only the 2015 and 2016 term expiration dates, leaving the terms of the two vacancies (yet to be filled) to expire in 2014. Assembly Member Hoag believed the drawing of lots should either be postponed until the vacancies were filled or two extra lots be added to the drawing at this time to provide for all six terms being drawn. The lot drawing ended with terms as follows: Assembly Members Flint and Hoag - terms to end October 2016. Assembly Members Strand and Havrilek- terms to end October, 2015.
4. **ELECTION OF VICE MAYOR** Assembly Member Flint was unanimously selected to serve as Vice Mayor for the borough.
5. **APPROVAL OF MINUTES**
 - A. **City Council Meeting Minutes of December 3, 2012**
 - B. **City Council Meeting Minutes of December 19, 2012** The minutes were approved, as submitted.
6. **AMENDMENT AND APPROVAL OF MEETING AGENDA** The agenda was approved, as submitted. There were no objections to continuing the same meeting format as used by the prior City of Petersburg. A borough ordinance will be prepared reflecting the traditional business order of meetings.
7. **PUBLIC HEARINGS AND BID AWARDS** None.
8. **VISITORS' VIEWS RELATED TO AGENDA** None.
9. **VISITORS' VIEWS UNRELATED TO AGENDA** Borough School Superintendent Rob Thomason commended the police department and community for a good job in responding to the January 5 tsunami warning.
10. **BOARD, COMMISSION AND COMMITTEE REPORTS** No reports. Per the Borough Charter (Section 19.08C) all appointed and elected advisory boards, committees and commissions in effect at borough incorporation, excepting the School and Hospital Boards and Planning Commission, shall be dissolved one year after the effective date of incorporation unless specifically continued by ordinance. Until a determination is made regarding each board/committee, reports from the existing committees/boards will

continue under this agenda item.

11. **CONSENT AGENDA**

- A. **Local Approval for 2013 Gaming Permit for Petersburg Little League**
- B. **Local Approval for 2013 Gaming Permit for the Emblem Club**
- C. **Local Approval for Elks Lodge #1615 Liquor License Renewal** The Consent Agenda was unanimously approved.

12. **REPORT OF OTHER OFFICERS**

- A. **Stephanie Pfundt - Student Representative Report** Stephanie reported on sporting and extracurricular activities at the schools.

13. **MAYOR'S REPORT**

A. **Seeking Letters of Interest** Mayor Jensen announced the Borough is seeking letters of interest from qualified borough residents to fill the following vacancies until the first regular borough election in October, 2014: assembly members (two); hospital board members (three); planning commissioners (seven). Anyone appointed to a vacancy will be required to file a Public Officials Financial Disclosure Statement (POFDS) within 30 days of taking office.

B. **Appointments to Southeast Alaska Power Agency** Hearing no objections from the Assembly, Mayor Jensen appointed Power & Light Superintendent Joe Nelson and resident John Jensen as delegate and alternate to the Southeast Alaska Power Agency for calendar year 2013.

C. **Parliamentarian** To satisfy Borough Charter Section 2.15 that the assembly appoint one of its members as parliamentarian to rule on procedural questions during meetings, the Mayor's position was unanimously approved to be the parliamentarian for the assembly.

D. **Alaska Municipal League Winter Legislative Meeting** The event will be held February 11-14 at the Westmark Baranof Hotel in Juneau. Petersburg Borough representatives to the event will be Mayor Jensen, Assembly Member Havrilek and Manager Giesbrecht.

E. **Robert Venables, Energy Coordinator, Southeast Conference**

Mayor Jensen informed that Mr. Venables wants to conduct a Stakeholders Roundtable in Petersburg to discuss hydro resources in Southeast that would benefit Southeast Alaskans. A tentative date for the meeting is February 6. The Round Table will be open to the public with two or three representatives from various communities participating.

F. **Borough Offices Closed** Borough Offices will be closed on Monday, January 21 in observance of Martin Luther King Jr. Day.

G. **Retirements** The May 31 retirement of Police Chief Agner and Police Sergeant Agner was announced. The Borough Manager plans to use a professional personnel firm to assist in the recruiting process of a new police chief. The estimated cost of professional services will not exceed \$30,000. Manager Giesbrecht explained the firm will develop a position profile which included interviews of public officials and area residents to determine what the community needs/desires in a police chief. The firm will provide all background checks and screenings of candidates selected for interview. The firm will also help in the interview and selection process. After 6 to 12 months, the firm will return to assist in the evaluation of the new chief and if it is determined the selected person does not meet the community's needs, the firm will conduct the process again, at no charge, except travel expenses. Discussion was held on the possibilities of conducting an RFP process for the professional services or conducting the recruitment process in-house. Manager Giesbrecht believed time was short in recruiting for the position and believed the use of a professional company that he has experience with would best address the borough's needs. Giesbrecht advised that in most department head positions, he would be comfortable filling the positions using in-house resources. However, the skill-set needed for a new police chief presents multiple challenges that cannot be addressed in-house or locally. For instance, the Chief needs to be community oriented, working with all types of community members and organizations. The Chief must

have the ability to embrace the community, yet lead in appropriate law enforcement activities. The new Chief also needs training skills as the current department is young. In addition, the community has unique drug problems and weather conditions from other small communities across the state and nation. He concluded the community can not go for a long length of time without someone in the position. The RFP procedure or attempting to use local personnel resources could delay filling the vacancy. It was noted the expense for the service was within the manager's spending authority and did not require assembly approval. Current Police Chief Agner will assist in the process of selecting a new Chief. Chief Agner informed that his main concern for a replacement is to assure the individual selected is what is needed by the community. The Assembly voiced no objections to Giesbrecht retaining the personnel firm to assist in the recruitment of a new police chief.

14. **MANAGER'S REPORT** Manager Giesbrecht highlighted his written report. (Written report attached and made part of these minutes).

15. **UNFINISHED BUSINESS**

A. Borough

1. **Juneau Appeal** The LBC must prepare a new agency record for the court of the May 2012 Borough hearing. Portions of the May 30 and May 31 agency record of the hearing are either duplicated or missing information. Assistant Attorney General Erling Johansen will file notice with the court regarding the need for an updated record and will request new appeal and briefing schedules.

2. **Future Transition Items.** Currently, staff is reviewing City Code to determine which of the existing ordinances should be carried forward for borough use.

B. **Redistricting** The court has ordered the Redistricting Plan be redrawn for 2014. Currently, there is no need for the borough to retain legal counsel on the matter. However, legal counsel has advised that the borough should pay very close attention and take active participation, if needed and where allowed, in the revision process.

C. **SEAPA and D. Hittle & Associate's O & M Report** No new information at this time. The Assembly is expected to conduct another work session on the matter in the near future.

16. **NEW BUSINESS**

A. Ordinance #2013-1: An Ordinance Providing for an Areawide Sales Tax in the Amount of 6% throughout the Petersburg Borough and Providing for the Administration, Collection and Reporting of the Sales Tax. First Reading.

Ordinance #1 adheres to Borough Charter and Transition Plan requirements that the former City of Petersburg sales tax provisions become areawide within 90 days of borough incorporation. The Ordinance passed in first reading by unanimous Roll Call Vote.

B. Ordinance #2013-2: An Ordinance for Providing for an Areawide Transient Room Tax in the amount of 4% throughout the Petersburg Borough and Providing for the Administration, Collection and Reporting of the Transient Room Tax. First Reading.

Ordinance #2 adheres to Borough Charter and Transition Plan requirements that the former City of Petersburg transient room tax provisions become areawide within 90 days of borough incorporation. The ordinance passed unanimously by Roll Call Vote.

C. Ordinance #2013-3: An Ordinance Providing for the Installation of Elected Officers and Appointments to Vacancies in Elected Offices of the Petersburg Borough. First Reading Ordinance #3 carries forward most of the prior City of Petersburg's regulations on installation of officers and appointments to vacancies. The ordinance conforms to the Petersburg Borough Charter requirements and is needed to assure that appointments to vacancies are made within 45 days. The ordinance does not apply to any of the advisory boards of the prior city (public safety, harbors and ports, library, utility and parks and recreation). Per Borough Charter, 19.08C, the assembly has up to one year to determine, by ordinance, if these boards will continue on a borough basis. Ordinance #3

passed unanimously by Roll Call Vote.

D. Resolution Designating Official Public Notice Posting Places for the Borough

The resolution was postponed until contact can be made with necessary parties to make posting arrangements at Papke's Landing, the City of Kupreanof and the harbor department.

E. Establish Regular Meeting Schedule Until full consideration can be given to establish a new regular meeting schedule by a temporary meeting schedule was approved, by a 4-1 vote (Mayor Jensen opposed). The temporary meeting schedule set regular assembly meetings as the 1st Monday of each month at noon and the 3rd Monday of each month at 7:00 p.m. Mayor Jensen preferred all regular meetings be at 7:00 p.m. to accommodate residents who work during the day.

Open House/Welcoming Reception To begin gathering input from residents regarding organizational matters of the borough, the Assembly scheduled an Open House/Welcoming Reception for all residents to attend to meet informally with elected officials and borough staff members to express their ideas and opinions on organizational matters. The reception was scheduled for Tuesday, January 15 at noon.

F. Authorization for Purchase and Use of the Petersburg Borough Seal By unanimous Roll Call Vote, the assembly approved the new seal for the Petersburg Borough. The seal was derived from the Petersburg branding logo and will be used only for official borough business.

G. Authorization to Enter into a Professional Services Agreement with Dowl HKM Four responses to the RFP for design services for the Pump Station 1 Force Main Upgrade Project were received. The review Committee recommended that Dowl HKM be the consultant for the project. By a unanimous Roll Call Vote, authorization was given to enter into a professional services contract with Dowl HKM in the amount not to exceed \$44,491.

H. Authorization for use of SEAPA Rebate By unanimous Roll Call Vote, the 2012 SEAPA rebate in the estimated amount of \$198,000 was approved to be used to offset diesel costs during the annual shut-down.

I. Authorization for Membership in Petersburg Chamber of Commerce for 2013 The annual dues for the borough to be a member of the Petersburg Chamber of Commerce is \$1,500. Some assembly members believed the dues to be excessive. The agenda item was postponed until the January 22 meeting to allow the attendance of a Chamber of Commerce representative to explain the dues amount.

17. **COMMUNICATIONS**

A. Letter from Governor's Office A letter from Karen Rehfeld, Director of Management and Budget (acknowledging receipt of the City's FY 2014 budget priorities) was acknowledged. Rehfeld indicated the Governor's budget was released on December 14 and could not contain the projects requested. She urged the assembly to contact legislators directly to discuss funding for Capital Projects. It appears that the School District has been noted in the Governor's budget to receive building restoration funding.

A brief discussion was held on what our local representatives will do for lobbying efforts in February while visiting with the legislature.

18. **COUNCIL DISCUSSION ITEMS**

A. Recognitions

1. **Good Job Community** Assembly members expressed their appreciation to the community's safe participation in the January 5 tsunami event.

B. Borough Land Selection Borough incorporation will allow Petersburg to select approximately 1,700 acres of State land to become borough property. Currently, borough staff is seeking updated maps to assist in the future land selection. Consensus of the Assembly was to establish a Land Selection Committee. The Clerk was instructed to solicit

letters of interest for members to the committee.

C. **Borough Attorney** Borough Charter Section 2.12 provides for the appointment of a borough attorney to advise the assembly, manager or clerk concerning legal issues affecting the borough. Consensus of the Assembly was to conduct an RFP process for attorney selection versus automatically designating the prior City of Petersburg attorney firm of Dillon & Findley as the borough's legal counsel.

D. **Absence** Assembly member Hoag informed of his absence from the upcoming January 22 meeting to attend to family matters. He will participate in the meeting by phone.

19. **ADJOURN** The meeting adjourned at 8:28 p.m.

Date Approved

MINUTES OF THE PETERSBURG BOROUGH ASSEMBLY MEETING, REGULAR SESSION, HELD TUESDAY, JANUARY 22, 2013 AT 7:00 P.M. IN THE ASSEMBLY CHAMBERS OF THE MUNICIPAL BUILDING

1. **CALL TO ORDER** Mayor Jensen called the meeting to order at 7:00 p.m. Present: Mayor Jensen; Assembly Members Hoag (by phone); Flint, Havrilek and Strand. Absent: None.
2. **VOLUNTARY PLEDGE** The Pledge was recited. Mayor Jensen requested that for the benefit of those listening via radio or internet, that each person participating in the meeting identify themselves.
3. **APPROVAL OF MINUTES** There were no minutes available for approval.
4. **AMENDMENT AND APPROVAL OF MEETING AGENDA** The agenda was approved, as submitted.
5. **PUBLIC HEARINGS AND BID AWARDS**
 - A. **Public Hearing on Ordinance #2013-1: An Ordinance Implementing an Areawide Sales Tax (Short Title).** Mayor Jensen called for public comments to the proposed ordinance as amended by legal counsel. No comments were received.
 - B. **Public Hearing on Ordinance #2013-2: An Ordinance Implementing an Areawide Transient Room Tax (Short Title).** Mayor Jensen called for public comments to the ordinance, as amended by legal counsel. The ordinance had been amended to address the tax calculation for businesses offering packaged services which include overnight accommodations. Rocky Point Lodge owner, Mike Payne, expressed concerns regarding the proposed requirement that the transient room tax for packaged services be 30% of the total combined package rate. Lodges sell their services on a per-person package rate. The packages place emphasis on outdoor activities (i.e. fishing, hunting) providing boat, motor, bait, gear, etc. for the experience. Lodges usually also provide daily meals. Although the packages provide overnight lodging, the overnight accommodations provided at Petersburg lodges do not provide the amenities of the local hotels or B&Bs. The proposed ordinance provision to charge 30% of the combined-price package would result in his lodge collecting and paying considerably more tax than paid and collected by the hotels. He suggested a flat bed rate, per person, per night be used, omitting any form of use of a percentage of a packaged price. It would be easier for the lodge owners to account for.
 - C. **Public Hearing on Ordinance #2013-#3: An Ordinance Providing for the Installation of Elected Officers and Appointments to Vacancies (Short Title).** Mayor Jensen called for public comments to the ordinance. No comments were received.
6. **VISITORS' VIEWS RELATED TO AGENDA** None.
7. **VISITORS' VIEWS UNRELATED TO AGENDA** None.
8. **BOARD, COMMISSION AND COMMITTEE REPORTS** No reports.
9. **CONSENT AGENDA**
 - A. **Accept Rasmuson Foundation Grant** The Rasmuson Foundation has offered a \$13,000 grant to the Borough to be used toward refurbishment of the community gym floor.
 - B. **Accept Rasmuson Foundation Grant** . The Rasmuson Foundation has offered a \$12,000 grant to the Borough for library collections enhancement.The Consent Agenda was unanimously approved.

10. REPORT OF OTHER OFFICERS None.

11. MAYOR'S REPORT

A. Seeking Letters of Interest The Borough is seeking letters of interest from qualified borough residents to fill the following vacancies until the first regular borough election in October, 2014: assembly members (two); hospital board members (three); planning commissioners (seven). Anyone appointed to a vacancy will be required to file a Public Officials Financial Disclosure Statement (POFDS) within 30 days of taking office. In addition the Borough is accepting letters from individuals interested in serving on the Land Selection Committee. The Borough will receive an estimated 1,700 acres from the State that can be used as the Borough determines. All letters of interest should be submitted to the Mayor or Clerk no later than 10:00 a.m., Thursday, February 14, 2013 for Assembly consideration at the February 19 meeting.

B. Interview with Interested Persons Seeking Appointment to the Assembly To enable the Assembly and community to become familiar with the candidates willing to be appointed to the vacancies on the Borough Assembly, a Q & A session will be held at the February 19 meeting prior to making the appointments. Existing Assembly members are asked to submit questions that they would like to ask of the candidates to the Clerk no later than 10:00 a.m. Thursday, February 14 in order for the candidates to have advanced knowledge of the questions to be asked. Mayor Jensen advised that the appointment to the vacancies will be by closed assembly ballot. All names of applicants applying for appointment to a specific position will be placed on a ballot. Each assembly member will vote for their preference. Voting will continue until an applicant receives four votes.

C. Letter to FERC Mayor Jensen informed that Cascade Creek has again applied for a preliminary hydro permit at Thomas Bay under a different name. The borough has until March 18 to submit comments on the application. The matter will also be addressed at the hydro development Round Table to occur on February 6.

D Letter from DOT ADOT is soliciting comments on the location of the multi-use path from airport area to Sandy Beach. Assembly members may submit their comments to Public Works Director Hagerman and he will forward to DOT.

12. MANAGER'S REPORT Manager Giesbrecht highlighted his written report. (Written report attached and made part of these minutes)

13. UNFINISHED BUSINESS

A. Borough

1. Juneau Appeal No new information.

2. Future Transition Items The Borough is looking into means to provide residents with access to participate in future meetings either via telephone or internet. In addition, comments received to the questionnaire made available at the January 15 Borough Open House/Welcome Reception, along with requests made by City of Kupreanof Mayor Dana Thynes, will be taken into consideration as the community moves through transition.

B. Redistricting No new information.

C. SEAPA and D. Hittle & Associate's O & M Report No new information.

D. Ordinance #2013-1: An Ordinance Implementing an Areawide Sales Tax in the Amount of 6% throughout the Petersburg Borough and Providing for the Administration, Collection and Reporting of the Sales Tax. 2nd Reading. The ordinance, as amended by legal counsel, was approved unanimously by Roll Call Vote.

E. Ordinance #2013-2: An Ordinance for Implementing an Areawide Transient Room Tax in the amount of 4% throughout the Petersburg Borough and Providing for the Administration, Collection and Reporting of the Transient Room Tax. Second Reading. In response to the comments made during the public hearing on the

ordinance, the assembly discussed at length the requirements of section 4.33.030 and how to make the requirements as fair and as least cumbersome to both the borough and service providers as possible. The proposed section required that the transient room tax for combined-price packages be designated as thirty percent of the total cost of the combined-price rate. A motion to amend the ordinance to reduce the percentage rate to 20%, or a minimum tax of \$3.00 per person, per night failed by a vote of 1-4. A motion to postpone the second reading until the next meeting for staff to review the section and make a recommendation for change failed by a vote of 2-3. The main motion to approve the ordinance, as submitted, also failed by a vote of 3-2. The ordinance will be reviewed by staff and returned to the assembly for consideration in first reading at the next assembly meeting.

F. Ordinance #2013-3: An Ordinance Providing for the Installation of Elected Officers and Appointments to Vacancies in Elected Offices of the Petersburg Borough. 2nd Reading. The second reading of the ordinance was unanimously passed by Roll Call Vote.

G. Authorization for Membership in Petersburg Chamber of Commerce for 2013 Chamber of Commerce President Fran Jones and Chamber Member Ron Loesch were present to explain the annual borough membership fee of \$1,500. In the past, the Chamber did not pay their property taxes on the property leased from the borough that is used for the visitor center. Non payment of the taxes was considered as the then city's annual Chamber dues. When City management staff changes were made in the early 2000's, the City began billing the Chamber for the property taxes and the City then began making payment of the dues. Chamber representatives pointed out that the governmental dues charged to the borough are similar to other area government dues. It was noted during discussion that City resolutions pertaining to the use of Transient Room Tax money provided for visitor related membership fees to be paid from TRT proceeds. However, for many years the dues have been paid from the General Fund. By unanimous Roll Call Vote, the assembly authorized borough membership in the Chamber of Commerce with payment for the annual dues come from Transient Room Tax proceeds.

14. NEW BUSINESS

A. Resolution #2013-1: A Resolution Designating Official Public Notice Posting Places for the Borough The assembly unanimously approved the resolution by Roll Call Vote. Resolution #1 provided for more posting places for borough notifications than the prior posting criteria used by the City.

B. Authorization to Send Letter in Support of Alaska Airline's Proposal for Essential Air Service (EAS) By unanimous Roll Call vote, Mayor Jensen was authorized to send the Borough's letter of support of continued essential air service provided by Alaska Airlines. The letter will be sent in response to the Department of Transportation's call for community comments to Alaska's proposal to continue providing essential air service to the communities of Cordova, Gustavus, Petersburg, Wrangell and Yakutat.

15. COMMUNICATIONS None.

Request for recess Clerk O'Rear asked for consideration of a short recess in order to review the Borough Charter to assure there were no prohibitions of immediately bringing back a failed ordinance that is not substantially amended. If the failure of Ordinance #2 (Transient Room Tax) cannot be brought up at the next meeting without considerable amendment, reconsideration of the assembly's earlier action would need to be sought.

Mayor Jensen called at recess at 8:25 p.m.

The meeting was reconvened at 8:28 p.m. with the same members in attendance.

It was reported the new Borough Charter does not contain any prohibitions in bringing back a failed ordinance.

16. COUNCIL DISCUSSION ITEMS

A. Recognitions

1. Thank You for Art Work Assembly member Flint thanked Tammy Wales for her art work on a new mural at the community gym. Thank you was also extended to Kathy Randrup for her help on the mural.

B. Borough Attorney City Attorney Paul Dillon has advised that he is working toward retirement and reducing his number of clients. Dillon will be preparing the RFP for new Borough Counsel and will assist the Borough in selection of new counsel. In the mean time, Hedland, Brennan and Heideman will provide legal counsel as all outstanding legal concerns relate to borough formation and transition.

17. ADJOURN The meeting adjourned at 8:34 p.m.

Date Approved

**PETERSBURG BOROUGH
ORDINANCE #2013-1**

**AN ORDINANCE ~~IMPLEMENTING~~ PROVIDING FOR AN AREAWIDE SALES TAX IN
THE AMOUNT OF 6% THROUGHOUT THE PETERSBURG BOROUGH AND
PROVIDING FOR THE ADMINISTRATION, COLLECTION AND REPORTING OF THE
SALES TAX**

Whereas, on January 3, 2013 the Election Division for the State of Alaska, certified the election results of the December 18, 2012 incorporation election for the Petersburg Borough; and

Whereas, the certified election confirmed the incorporation of the Petersburg Borough and dissolved the City of Petersburg, and

Whereas, the Charter for the Petersburg Borough, Section 12.02 designates that sales and use taxes can be levied on an areawide basis, a non areawide basis or service area basis and Petersburg Borough Charter Section 19.07B says "All sales and use taxes levied within the former City of Petersburg shall become areawide taxes at the time of borough formation and remain in effect until changed as provided in this Charter", and

Whereas, the Transition Plan contained within the Petersburg Borough petition called for the areawide sales tax to be implemented within 90 days after borough incorporation.

Therefore be it Resolved, the existing sales tax provisions for the dissolved City of Petersburg, Alaska, as noted with ~~clerical~~ amendments below, are hereby approved and adopted as a borough ordinance to be administered on an areawide basis.

Section 1. Classification: This ordinance is of a permanent nature and shall be codified in the Petersburg Borough Code.

Section 2. Purpose: The purpose of this ordinance is to provide for the administration, collection and reporting of the six percent (6%) areawide sales tax as approved by the borough voters at the December 18, 2012 incorporation election.

Section 3. Substantive Provisions: The provisions of the former City of Petersburg Municipal Code, Chapter 4.28 are hereby transferred and incorporated into this borough ordinance. Chapter and section numbers from the prior city code are retained for future referencing and codification of the Borough Code.

Article 4.28, of the Petersburg Borough Code shall read:

Chapter 4.28 - SALES TAX*

Sections:

4.28.010 - Purpose and intent.

4.28.020 - Definitions.

4.28.030 - Levy and rate.

4.28.040 - Employees—Subcontractors.

4.28.045 - Resale.

4.28.050 - Duty to collect and make return.

4.28.060 - Tax to be paid monthly.

4.28.070 - Penalty and interest.

4.28.080 - Collection procedures.

4.28.085 - Sellers compensatory collection discount.

4.28.090 - Application for tax identification number.

4.28.100 - Duty to keep books—Investigation.

4.28.110 - Sales of business—Final return—Liability of purchaser.

4.28.120 - Exemptions.

4.28.130 - Exemption for the elderly.

4.28.135 - Sales tax-free days.

4.28.140 - Sales tax liens.

4.28.150 - Refund of sales tax, penalty and interest.

4.28.160 - Use of proceeds.

4.28.010 - Purpose and intent.

It is the purpose of the tax levied under this chapter to raise revenues. The scope of the tax levied shall be broadly interpreted and exemptions shall be allowed only when the sales clearly fall within an exemption defined in this chapter.

4.28.020 - Definitions.

For the purposes of this chapter, the following words and phrases have the meanings ~~hereinafter~~ **respectively** ascribed to them.

"Alcoholic beverage" means an intoxicating liquor, including whiskey, brandy, rum, gin, wine, ale, porter, beer and all other spirituous, vinous, malt and other fermented or distilled liquors intended for human consumption and containing one-half of one percent or more of more than one percent alcohol by volume.

"Buyer or consumer" means, without limitation, every individual, receiver, assignee, trustee in bankruptcy, trust estate, member, firm, partnership, joint venture, club, company, business, trust, corporation, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

"Common carrier" is a person or entity that holds itself out to the general public as providing transportation of goods for compensation and regularly issues bills of lading or other receipts for the carriage of goods.

"Finance director" means the ~~city treasurer~~, **city borough** finance director, or any other **city borough** employee designated by the **city borough** manager to perform the functions and duties of the finance director as described in the municipal code.

"Qualified nonprofit organization" means any organization formed exclusively for religious, educational or charitable purposes that has received an IRS nonprofit designation of 501(c)(3) or 501(c)(4). All sales of the organization must be exempt from federal income tax.

"Resale" means to sell again and is limited to items which are resold per se or are physically present in a final product which is sold and is subject to tax at the time of final sale. The resale item must be easily and readily identifiable in the final product. Resale sales are not made to the final consumer.

"Retail sale" means any sale of goods or services, including barter, credit, installment and conditional sales, for any purpose other than resale in the regular course of business. The delivery of property in the

city borough is considered subject to sales tax if the retailer maintains any office, distribution or sales house within the **city borough**, or solicits business or accepts orders through any agent, salesman, member or representative within the **city borough**.

"Sale for resale" means the sale of tangible personal property to a buyer whose principal business is the resale of the property, whether in the same or an altered form.

"Sale of goods" means the sale of all items purchased or delivered at the same time or within a twenty-four-hour period, beginning and ending at midnight, from a single retailer, shall be added together and the tax levied on the aggregate amount. ~~thereof~~.

"Sale of services" means the sale of services, which includes parts and labor, for a specific job or task. Sales tax shall be computed on the invoice for the total job or task, such invoice period not to exceed thirty days.

"Sales price" means and includes the consideration, whether money, credit, rights or other property expressed in terms of money paid or delivered by a buyer to a seller, all without any deduction on account of the cost of property sold, the cost of materials used, labor costs, discount, delivery costs, federal and state taxes, or any other expenses whatsoever paid or accrued, and without any deduction on account of losses.

"Sales tax" means and includes the tax levied in this chapter on gross revenues derived from all taxable commercial retail sales or services, such revenues being computed in dollars and cents and the tax payable by the buyer, and to be collected by the seller or the person performing the services.

"Seller" means any person or entity making a retail sale to a buyer or consumer, whether as agent, broker or principal, any person or entity performing services for remuneration, or a purchasing cooperative.

"Services" include all services of every manner and description provided in whole or part within the **city borough**, including travel and adventure services and delivery services, that are performed or furnished for consideration whether in conjunction with the sale of goods or not, but does not include services rendered by an employee to an employer.

"Tobacco product" means any substance containing tobacco leaf, including but not limited to, cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. Tobacco product does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce and eliminate nicotine or tobacco dependence.

"Travel and adventure services" include, but is not limited to, tours and charters on land and water, guide services, admissions, lectures, transportation services on land and water, and the rental of lodging, aircraft, vehicles, watercraft and equipment, including fishing, boating, camping and other tour or adventure related goods.

4.28.030 - Levy and rate.

There is levied and shall be collected a six percent sales tax upon all retail sales made and services provided within the **city borough** except those hereinafter specifically exempted from the tax. On sales less than three dollars, such tax is levied in accordance with the following schedule:

Sales Price	Tax	Sales Price	Tax
.30 to .58	.03	1.75 to 1.91	.11
.59 to .74	.04	1.92 to 2.08	.12
.75 to .91	.05	2.09 to 2.25	.13

.92 to 1.08	.06	2.26 to 2.41	.14
1.09 to 1.25	.07	2.42 to 2.58	.15
1.26 to 1.41	.08	2.59 to 2.74	.16
1.42 to 1.58	.09	2.75 to 2.91	.17
1.59 to 1.74	.10	2.92 to 3.08	.18

Continue the repeat sequence for each dollar of sales to the maximum of one thousand two hundred dollars.

4.28.040 - Employees—Subcontractors.

- A. The remuneration paid by an employer in the form of wages or salary to an employee for the sale of services by ~~such the~~ employee to the employer are not taxable under the provisions of this chapter. Sales of services by contractor or subcontractors, and any other type of sale of a service by a person other than an employee are taxable unless specifically exempted.
- B. A person shall be deemed to be an employee under the provisions of this chapter if the person claiming to be an employer is withholding a portion of ~~such the~~ person's wages or salary in accordance with federal income tax laws and regulations. In the event no amounts are being withheld, it shall be presumed ~~such the~~ person is not an employee unless the person claiming to be his employer submits clear and convincing evidence establishing the person's status as an employee.

4.28.045 - Resale.

- A. To receive exemption from payment of sales tax on resale items, a ~~buyer for resaleseller~~ shall obtain a resale certificate and present the resale certificate at the time of each ~~salepurchase~~.
- B. A ~~buyer for resaleseller~~ may apply for a resale certificate on a form provided by the **city borough**. Upon approval of the application, the **city borough** will issue a resale certificate.
- C. If a ~~buyer for resaleseller~~ is not in full compliance with the sales tax code, the ~~buyer for resale seller~~ is not eligible to receive a resale certificate, ~~and any issued. If a seller does not remain in full compliance with the sales tax code, the~~ resale certificate may be revoked. Full compliance means a ~~buyer for resale seller~~ does not have a sales tax account with a balance due or does not have a missing or incomplete sales tax return.
- D. The resale certificate shall be surrendered when the ~~buyer for resaleseller~~ ceases doing business in the **city borough**.
- E. The following penalties shall be imposed by the **city borough** for misuse of a resale certificate:
 1. Immediate cancellation and demand for the surrender of the resale certificate;
 2. Retroactive denial of the exemption and ~~paymentcollection~~ of all sales taxes formerly exempted under the resale certificate.

4.28.050 - Duty to collect and make return.

- A. The tax levied under this chapter is assessed and levied upon the purchaser or consumer but it is the duty of the seller or person furnishing such services to collect the tax from the purchaser or consumer and make a return thereof to the ~~city treasurer~~ **finance director** as provided in this

chapter. In the event that the seller fails to collect the tax or remit tax collected to the borough, the seller is liable for the tax due, any interest and penalty thereon, and related administrative costs.

- B. The seller shall have the option of using a cash or accrual basis accounting method to report sales. The accounting method may not be changed during a calendar year.
- C. Any director, officer, employee, agent or member of a corporation, limited liability company, partnership or other business entity having control over or supervision of, or charged with the responsibility for, the collection or remittance of sales tax, or the filing of sales tax returns, on behalf of the entity is personally liable for any uncollected and/or unpaid taxes, penalties, interest and administrative costs due the borough. Dissolution, sale or other transfer of the business entity does not discharge this liability.

4.28.060 - Tax to be paid monthly.

- A. The Sales tax levied hereunder is due and payable on or before the last day of the month succeeding following the month in which the tax was collected. Delivery of the tax return may be made during normal business hours to the city borough finance office or the drop box in the municipal building prior to eight a.m. of the first business day following the due date, or A postmark on or before the due date shall be considered a timely return. Should the last day of the month fall on a weekend or holiday, returns will be accepted until 5:00 p.m. of the first business day following the due date. It is the duty and responsibility of every seller liable for the collection of any tax imposed herein, unless otherwise provided herein in this chapter, to file with the city treasurer finance director upon forms prescribed and furnished by the city borough, a return shall settingting forth the amount of all sales, taxable and nontaxable, the amount of tax thereon on the sales and such other information as the city treasurer finance director may require, on such form or forms. The amount of exempt sales must be separately stated for each type of exemption set forth in 4.28.120(A) - (X) and 4.28.130 of this Chapter. The completed and executed return, together with remittance in full for the amount of the tax due, shall be transmitted to the city treasurer finance director.
- B. Any seller who filed or should have filed a sales tax return for the prior month shall file a return even though no tax may be due. This return shall show why no tax is allegedly due, or, if the business is sold, then the person to whom it was sold, the date it was sold, and the address and telephone number of the person to whom it was sold.
- C. Proof of claimed exemptions must be retained by the seller and provided to the city's borough's auditor when an audit is requested. These documents shall be retained for a period of two years.
- D. In the event that a seller will not be conducting business for thirty days or more, the beginning and ending dates that the seller will not be operating may be noted on the last sales tax return filed prior to temporary closure. This procedure, or other notice in writing, will excuse the seller from filing monthly returns during temporary closures. Seller must however, make the above notation or file monthly returns; failure to do so will result in penalty and interest, as outlined in Section 4.28.070

4.28.070 - Penalty and interest.

- A. In the event tax is not timely paid a return is filed without the full amount of the tax due, a penalty of eight percent of the unpaid tax shall be assessed and an additional penalty of eight percent of the unpaid tax shall be added for each additional month or part of a month of delinquency up to a maximum penalty of thirty-two percent of the unpaid tax. In addition, the finance director shall file an estimated sales tax report for the delinquent taxpayer. The estimated report shall be considered final if a complete and correct report is not filed by the seller within sixty days of the date the report was due, together with any tax due.

- B. Interest shall accrue on the unpaid taxes due at a rate of ten and one-half percent annually from the date of delinquency until paid. Penalties and interest shall be collected in the same manner as the tax.

4.28.080 - Collection procedures.

- A. Whenever the finance director believes a return is inaccurate, or whenever a seller is delinquent in filing a ~~report~~ return or paying tax due, the finance director shall mail to the seller's last address on file with the **city borough** a written demand requesting the filing of a corrected or required sales tax return and payment of the tax due within ten days.
- B. In the event the seller does not comply with the demand to file a required or corrected return, the finance director may make a sales tax assessment against the seller. The assessment shall estimate the taxable revenue received by the seller during the period in question. The estimate may be based upon previous returns filed by the seller, information received during an investigation conducted under ~~Section 4.28.100~~ of this chapter, or any other relevant information known to the finance director. The assessment shall state the amount of taxes, penalties and interest assessed, and shall contain a brief statement explaining the basis of the assessment.
- C. A notice of assessment shall be sent to the seller's last known address by first class mail. The notice of assessment shall contain a copy of the assessment and a statement notifying the seller of the seller's right to a hearing. The notice of assessment shall state that if a timely request for a hearing is not made, 1) the assessment shall become final thirty days after the date the notice of assessment was mailed to the seller, and 2) seller shall be deemed to have waived the right to protest, appeal or otherwise challenge the amount due.
- D. The seller shall have a right to a hearing before the finance director concerning the assessment. The seller may request a hearing by delivering to the finance director a written request for a hearing within thirty days of the date the notice of assessment was mailed. The finance director shall schedule the hearing and notify the seller of the date and time for the hearing by mail. The hearing shall be conducted informally. The seller shall make available for examination and copying at the hearing the seller's books, records, papers and other documents relating to the seller's sales and revenue during the period involved in the assessment. The seller shall be given an opportunity to produce records and testimony and to present argument relating to the assessment.
- E. After the hearing, the finance director shall issue a written decision upholding or modifying the assessment. The decision shall be mailed by first class mail to the seller's last address on file with the **city borough**. The decision shall notify the seller the assessment may be appealed by filing a written notice of appeal to the assembly sales tax board of appeals within thirty days of the date the written decision of the finance director was mailed to the seller. Failure of the seller to file a timely appeal shall be deemed to be a waiver of any right to appeal such decision.
- F. ~~Board of Appeals.~~
- ~~1. The sales tax board of appeals consists of three members. One member shall be appointed by the mayor from the **city council borough assembly**, with majority approval of **council the assembly**. One member is to be appointed by the appellant. One member is to be mutually agreed upon by the other two members. If the third member is not mutually agreed upon within forty-five days after receipt of the written decision of the finance director, the mayor shall appoint the third member with majority approval of **council the assembly**. The board shall elect from its membership a chairperson, a vice chairperson and a secretary. Three members of the board shall constitute a quorum for the transaction of business. The **city borough** shall provide secretarial and other staff support required by the board.~~
- ~~2. All decisions of the board shall be in writing and shall be maintained and indexed by the sales tax office for review by the public. Records and proceedings before the board are public, except that the board may deliberate in closed session. The board may recommend, in writing, that the **city borough** manager compromise and abate penalties and interest, and may recommend, in writing,~~

that the ~~city~~ manager negotiate and enter into a payment plan for delinquent sales taxes, penalties and interest.

3. ~~The board shall follow rules of procedure governing sales tax appeals and proceedings as adopted by the city council assembly.~~
4. Seller shall be notified by mail of the date and time of the hearing before the assembly, and seller shall be given an opportunity to produce records and present testimony and argument relating to the assessment. The ~~assembly~~board shall issue a final decision upholding or modifying the assessment. The final decision shall be mailed by first class mail to the seller's last known address. The final assessment shall notify the seller that it is the final administrative decision of the ~~city~~ borough on the subject of the assessment and may be appealed to the Superior Court for the state of Alaska in accordance with state law and court rules.
- G. After an assessment has become final, or in the event a return was filed, but tax due was not paid in full, the ~~city~~ borough may file a civil action against the seller for collection of the taxes, penalties and interest due under the assessment. The seller shall be liable to pay the ~~city's~~ borough's full reasonable attorney's fees and costs incurred in the civil action. Interest and penalties on the assessment shall continue to accrue until the seller's liability has been paid in full
- H. After final determination of the amount of the tax due ~~an assessment for delinquent taxes from the failure of filing a tax return in accordance with Section 4.28.050~~ has become final, and regardless of whether a civil action has been commenced, the finance director may publish the name of a delinquent seller and the amount due ~~under the assessment~~ in the local newspaper.

4.28.085 - Sellers compensatory collection discount.

All sellers and persons rendering sales tax returns to the ~~city~~ borough shall be entitled to a discount, as set forth herein, ~~allowed~~ to compensate themselves for costs incurred in the collection, recordkeeping, remittance, and accounting for the tax imposed, by taking ~~One~~ percent of the tax due as a tax collection discount may be taken to reduce the tax to be remitted on any monthly return that is fully and accurately completed and filed by the fifteenth of the month succeeding following the month in which the tax was collected, with a remittance of all sales taxes due. Should the fifteenth fall on a weekend or holiday, the discount will be recognized until 5:00 p.m. of the first business day following the fifteenth. The ~~deduction~~ discount may not exceed fifty dollars for any monthly ~~return~~report and may not be taken if any sales tax, penalty, or interest is due for any previous monthly ~~return~~report.

4.28.090 - Application for tax identification number.

Each seller shall complete an application form to provide the ~~city~~ borough with necessary information as to the nature of the business, location and owner. Each seller shall be assigned a sales tax identification number which shall identify the business for ~~city~~ borough purposes and also for use in purchases for resale. ~~as provided in Section 4.28.120(J)~~

4.28.100 - Duty to keep books—Investigation.

- A. Every seller shall keep and preserve for a period of two years, suitable records of all sales made, invoices of goods and merchandise, including satisfactory proof of nontaxable sales and exempt sales, and such other books or accounts as may be necessary for the ~~city treasurer~~ finance director to determine the amount of tax for the collection of which ~~he the seller~~ is liable ~~hereunder~~, all of which are open for examination at any reasonable time by the ~~city treasurer~~ finance director or his finance director's designee. In the absence of ~~said~~ proof for nontaxable sales and exempt sales, the sales or services shall be deemed to have been taxable.
- B. For the purpose of determining the correctness of a return or for the purpose of determining the amount of tax collected or which should have been collected by any person, the ~~city~~ finance

director or his director's designee may hold investigations and hearings concerning any matters covered by this chapter, and may examine any relevant books, papers, records or memoranda ~~of any such person~~, and may require the attendance of ~~such any person, or any~~ officer or employee ~~of such person to a hearing~~. The city finance director or his director's designee ~~have has~~ the power to administer oaths and affirmations ~~to such persons~~, and if any ~~such~~ person, being first duly sworn, refuses to answer any questions ~~put to him~~ by ~~said city~~ the finance director or his director's designee, the ~~city treasurer finance director~~ may apply to the superior court for an order requiring ~~said the~~ person to answer said questions. The ~~city treasurer finance director~~ may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any person refuses to obey any ~~such~~ subpoena, the ~~city treasurer finance director~~ may apply to the superior court for an order requiring ~~said the~~ person to comply ~~therewith~~.

- C. In the event the ~~city treasurer finance director~~ is unable to determine the tax due to be remitted by a seller by reason of failure of the seller to keep accurate books, allow inspection, failure to file a return or falsification of records, the ~~city treasurer finance director~~ may make an estimate of the tax due based upon all of the information available. Notice of the estimate of taxes due shall be furnished by mail to the seller and shall become final for the purposes of determining liability of the seller to the city borough in thirty days unless the seller earlier files an accurate return, supported by satisfactory records, indicating a lesser liability. The seller may appeal the estimate of tax due to the assembly in the matter provided under 4.28.080(E) and (F).
- D. Information relating to the amount of sales made or taxes due from any retailer shall be held confidential and shall be kept from public inspection except when the retailer has failed to comply with the provisions of this chapter. Nothing contained in this section, however, shall be construed to prohibit the delivery to a person, or his duly authorized representative, of a copy of any return or report filed by him nor to prohibit the publication of statistics so classified as to prevent the identification of particular buyers or sellers, nor to prohibit the furnishing of information on a reciprocal basis to other agencies of the city borough, of the State of Alaska, or the United States, which agencies are concerned with the enforcement of tax laws.

4.28.110 - Sales of business—Final return—Liability of purchaser.

If any seller sells his business to another person, he shall make a final sales tax return within five days after the date of selling the business; and his the purchaser, successor, successors or assigns, shall withhold a sufficient portion of the purchase money to pay the amount of sales taxes, penalties and interest due and unpaid to the city borough; and provided, further, the purchaser, successor, successors or assigns are personally liable for the payment of said taxes, penalties and interest, accrued and unpaid to the city borough on account of the operation of the business by any former owner, owners, or assigns as shown by the final return or an audit conducted by the city borough within thirty days of the filing of the final return. ~~Before any such sale is completed, the buyer and seller shall send to the city treasurer, by registered first-class United States mail, postage prepaid, a copy of the notice referred to in AS 45.06.107 which statute is hereby made a part hereof.~~

4.28.120 - Exemptions.

The following sales and services are exempt from said sales tax:

- A. Salaries and wages received by an employee;
- B. Casual and isolated sales not made in the regular course of business;
- C. Sales and revenue ~~derived therefrom~~ when the aggregate amount, ~~when computed under Section 4.28.030 of this chapter amounts to~~ is less than thirty cents;
- D. That part of a sale of goods over one thousand two hundred dollars when all items purchased or delivered at the same time or within a twenty-four-hour period are added together;

- E. That part of a sale of services over one thousand two hundred dollars for a specific job or task. Invoices for sales of services shall be computed for tax purposes monthly;
- F. Sales of insurance and bonds of guaranty and fidelity;
- G. Fees for medical, psychological, dental, hospital and veterinary services;
- H. All drugs and medicines prescribed by a physician and dispensed by a registered pharmacist;
- I. Remuneration for services and materials, including caskets, used or furnished for funerals;
- J. Wharfage charges and charges for freight handling and cargo handling on docks;
- K. All sales to a bona fide buyer for resaleseller of goods or services when the same are purchased for resale in the ordinary course of business. A bona fide buyer for resaleseller is one who regularly stocks and displays merchandise for resale and is regularly engaged in the business of selling goods or services direct to the consumer. The buyer for resaleseller shall, when purchasing goods for resale, identify the sale with the assigned sales tax identification number;
- L. All sales of goods for use outside the city borough, if the goods are sold to a buyer who resides or has its principal place of business outside the city borough, and if the goods are delivered to the buyer at a location outside the city borough via common carrier or the U.S. Postal Service. ~~or by the seller;~~
- M. All rental charges for residential houses, apartments, mobile homes, commercial structures and buildings for business purposes which are rented for long-term occupancy. "Long term occupancy," defined for the purpose of this chapter, is for month-to-month occupancy or longer;
- N. The following city borough services: electric, water, sewer and refuse collection utility services charged by the city borough;
- O. Exemptions as required ~~in AS 29.45.650~~ by state law which prohibits the collection of a sales tax on purchases made with food coupons, food stamps or other type of certificate issued under ~~7 U.S.C. 2011-2025~~ (the Food Stamp Act;
- P. Food purchases under the special supplemental food program for Women, Infants and Children (WIC);
- Q. Child day care, pre-elementary school and babysitting services;
- R. Charter services by air;
- S. Gross receipts derived from city borough department of parks and recreation programs;
- T. Gross receipts derived from fees and charges for educational programs, courses, classes or activities provided by a nonprofit institution approved by the Board of Education of the state of Alaska;
- U. Sales of goods and services for repairs or major maintenance provided under a warranty or service contract, performed by a manufacturer or authorized representative of a manufacturer, and charged to a third party warrantor. Major maintenance does not include routine or scheduled maintenance attributable to normal operation of the warranted item;
- V. Sales of goods which were donated to a qualified nonprofit organization;
- W. Sales to a qualified nonprofit organization that has obtained and presented to the seller at the time of sale a certificate of exemption from the city finance director. A nonprofit organization's certificate of exemption does not exempt the sale of alcoholic beverages, ~~as defined in Section 6.04.010 A,~~ or tobacco products, ~~as defined in Section 4.28.020.~~ from sales tax; and
- X. Sales of pull-tab games by qualified organizations holding a charitable gaming permit or license issued by the state of Alaska.

4.28.130 - Exemption for the elderly.

A. For purposes of this section:

1. A local resident senior citizen is anyone sixty-five years of age or older who has a physical address within the ~~city of~~ Petersburg Borough prior to requesting a sales tax exemption card with intent to remain in the ~~city of~~ Petersburg Borough indefinitely and to make a home in the ~~city of~~ Petersburg Borough. A person demonstrates intent under this subsection by maintaining a principal place of abode in the ~~city~~ borough, by obtaining a valid driver's license or valid voter registration card, and/or by providing other acceptable proof of residency within the ~~city limits~~ borough boundaries ~~acceptable to the city~~. A local resident may apply for and be issued by the ~~city treasurer-finance director~~, or ~~treasurer's~~ director's designee, a senior citizen sales tax exemption card free of charge. The card is only valid while residency is maintained within the ~~city limits~~ borough boundaries.
2. A state senior citizen is anyone sixty-five years of age or older who has a physical address within the state of Alaska with intent to remain in the state indefinitely. A person must demonstrate state residency by providing a pictured identification, such as a driver's license or state issued identification card, and one other current form of identification. A state resident may apply for and be issued by the ~~city treasurer-finance director~~, or ~~treasurer's~~ director's designee, a senior citizens sales tax exemption card for an annual fee of twenty-five dollars. This card is good from the date of issue through December 31 of the year issued.
3. A senior citizen sales tax exemption card entitles the card holder to be exempted from ~~city~~ borough sales tax, subject to the limitations expressed in the balance of this section.
4. It is the responsibility of the senior citizen to present their sales tax exemption card to local merchants prior to each exempt sale being finalized. Merchants shall keep a record of all senior citizen exempt sales. ~~as set forth in Section 4.28.100 of this chapter.~~

B. No person issued or authorized to use a senior citizens sales tax exemption card may use it to obtain a sales tax exemption for:

1. The purchase of alcoholic beverages or tobacco products; or
2. When the goods or services purchased are for use in any trade or business; or
3. For purchases for which the card holder is reimbursed or remunerated by a person or entity on whose behalf the purchase was made and who would not otherwise qualify for a sales tax exemption.

C. No person who has not applied for and received an exemption card may use it to obtain tax exemption. However, in the case where a person is ~~an invalid or otherwise~~ physically unable to leave their home or dwelling to use the card, and proof of physical disability is documented by a physician, the ~~city~~ finance director or ~~his~~ director's designee may issue a special card authorizing another person to use the special card for the benefit of the person physically disabled. The physically disabled senior may be requested to return their tax exempt card before a new card is issued to a caregiver. The exemption card issued to the caregiver is good for a period of six months and at the end of each six-month period the card must be renewed.

D. A representative of the senior citizen's nutrition program may obtain from the ~~city treasurer's~~ finance director's office a sales tax exempt card which entitles the representative to purchase goods and/or services for the exclusive use of the senior citizen's nutrition program exempt from the ~~city's~~ borough's sales tax. No seller within the ~~city~~ borough shall charge or collect ~~such~~ taxes from the senior citizen's nutrition program representative who displays to him such a valid tax exempt card.

E. An exemption card which is lost or stolen shall be immediately reported to the finance director.

F. 1. Any person who violates any provision of subsections A through D of this section is guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed one hundred dollars.

2. The use of a senior citizen sales tax exemption card in any manner not allowed by this section, shall constitute a violation of the borough code by the card holder (unless the card was reported lost or stolen under E) and by any person using the card, and shall be punishable by a civil penalty of \$100.00 per violation. The violator(s) are also responsible for any tax which would otherwise have been due, plus interest and penalties thereon, and related administrative costs. If a penalty imposed is not paid, it may be collected in a civil action brought by the borough.

3. A senior citizen sales tax exemption card issued to a card holder who has ~~been convicted of a violation of~~ the provisions of this section shall be void and shall be forfeited to and canceled by the ~~city treasurer, finance director.~~

4.28.135 - Sales tax-free days.

- A. By resolution of the ~~city council~~ **borough assembly**, up to two sales tax-free days may be declared annually.
- B. A declaration of a sales tax-free day means that the retail sales of goods and services for goods, or services purchased and received by a buyer, on a day declared as sales tax-free are exempt from the retail sales tax imposed by this chapter.
- C. The exemption set forth in section B. above does not apply to:
 - 1. Rentals for any period greater than the one day declared as tax-free;
 - 2. Taxable sales by the ~~city~~ **borough**.
- D. All sales made under the tax-free day exemption shall be reported to the **city borough** as exempt sales using "TFD" (tax-free day) as the exemption code for the sale.

4.28.140 - Sales tax liens.

- A. The sales tax, interest and penalties imposed by this chapter, and the administrative costs under subsection F of this section, shall constitute a lien in favor of the **city borough** upon all of the real and personal property of every person ~~owing the taxmaking taxable sales subject to this chapter.~~
- B. The lien imposed by this section arises and attaches at such time as payment becomes delinquent ~~under Section 4.28.060 of this chapter~~ and continues until the entire amount is satisfied.
- C. If delinquent sales taxes, including interest and penalties, ~~and administrative costs~~ are not paid within ten days from the mailing of notice and demand for payment ~~thereof~~, a notice of lien may be recorded in the office of the district recorder and upon recordation a lien arising under this section has priority over any other liens, except (1) those for property taxes and special assessments; 2) those that were perfected before the recording of the sales tax lien for amounts actually advanced before the recording of the sales tax lien; and 3) mechanics' and materialmen's liens for which claims of lien under AS 34.35.070 or notices of right to lien under AS 34.35.064 have been recorded before the recording of the sales tax lien.
- D. An action to foreclose a lien created by this section shall be commenced and pursued in the manner provided for foreclosure of liens ~~in AS 09.45.170 through 09.45.220, under state law.~~
- E. The remedy provided in this section is not exclusive and shall be in addition to all other remedies available to the **city borough** to collect the sales taxes, penalties and interest due under this chapter.
- F. Fees for the administrative costs of filing notice of liens, and releasing liens shall be:
 - 1. Filing of notices of lien: fifty dollars plus recorder's filing fee;
 - 2. Release of liens: fifty dollars plus recorder's filing fee.

4.28.150 - Refund of sales tax, penalty and interest.

- A. Right to Apply for Refund. If through error or by prepayment of tax on uncollectible debt, a seller or taxpayer remits to the city borough sales taxes which the city borough is not entitled by law, the seller or taxpayer is entitled to a refund. A seller or taxpayer must apply to the city treasurer finance director in writing for a refund within one year from the date such the sales taxes became due; otherwise, the right to a refund is waived.
- B. Refund by City Treasurer Finance Director. If the amount of refund requested, including any interest and penalty assessed and paid is less than ~~two hundred dollars~~ the maximum departmental expenditure allowed to the finance director and the city treasurer finance director determines that the seller or taxpayer is entitled to a refund as authorized by subsection A of this section, then the city treasurer finance director may refund the seller or taxpayer any such tax overpayment, including interest and penalties assessed and paid. An aggrieved seller or taxpayer may request the decision of the city treasurer finance director be reviewed by the city borough manager.
- C. Refund by City Borough Manager. All refund requests not governed by subsection B of this section and all cases where an aggrieved seller or taxpayer requests further review, shall be presented by the city treasurer finance director to the city borough manager. If the city manager finds that the seller or taxpayer is entitled to a refund as authorized by subsection A of this section, then the city manager shall authorize the city treasurer finance director to make the requested refund, including any interest and penalties assessed and paid. Otherwise, the city manager shall deny the refund request. The city borough manager shall provide the seller or taxpayer with a written final decision.
- D. Appeal to City Council Borough Assembly: An aggrieved seller or taxpayer may appeal to the city council borough assembly by filing a notice of appeal with the city borough manager within fifteen calendar days of receipt of the city manager's written final decision. If a notice of appeal is timely filed, the city council assembly shall set a date for and hold a public hearing. The city council assembly shall hear such evidence as may assist it to make a determination whether the seller or taxpayer is entitled to a refund as authorized by subsection A of this section. Council The assembly shall, by motion, ~~shall duly adopted~~, approve or deny, in whole or in part, the refund request.
- E. Exclusive Procedure. The procedure as set forth in this section is the sole and exclusive procedure whereby a refund may be made and, ~~having first duly complied therewith, this procedure~~ is a condition precedent to bringing a suit to recover such taxes. Any person who has not timely availed himself of ~~the this exclusive procedure remedy hereinbefore provided~~ shall be deemed to have waived any right to such refund as well as the right to recover such tax, penalty or interest or all of the same.
- F. Limitation. Any claim for refund, ~~as hereinabove provided~~, filed with the city treasurer finance director after one year of the due date of such the tax, is forever barred. ~~as provided in AS 29.45.500.~~

4.28.160 - Use of proceeds.

- A. The proceeds of the tax levied by this chapter shall be used in ~~such~~ amounts and for ~~such~~ purposes as the city council borough assembly shall determine, except that proceeds shall first be applied to the payment of general obligation school bonds and the interest thereon, before being used for other purposes. Other purposes for the proceeds shall be:
1. To pay amounts under agreement with governmental agencies for public works;
 2. To construct, operate and maintain school facilities;
 3. To plan, design and construct any permanent public works, and to pay incidental expenses in connection with such improvements;
 4. To pay principal and interest on any general obligation bonds of the city borough; and

5. To provide for general government operations.
- B. Proceeds or revenue of the tax ~~hereby or heretofore levied and hereafter~~ levied and collected may be pledged in such amount or in such percentage as may be fixed by ordinance of the ~~city~~ **borough**, to secure the payment of principal and interest on any general obligation bonds, including bonds issued for school purposes of the ~~city~~ **borough**.

Section 4. Severability: If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

Section 5. Effective Date: This Ordinance shall become effective April 1, 2013.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this _____ day of _____ February, 2013.

ATTEST:

Mark Jensen, Mayor

Kathy O'Rear, Clerk

Adopted:
Published:
Effective:

**PETERSBURG BOROUGH
ORDINANCE #2013-3**

**AN ORDINANCE PROVIDING FOR THE INSTALLATION OF ELECTED OFFICERS
AND APPOINTMENTS TO VACANCIES IN ELECTED OFFICES
OF THE PETERSBURG BOROUGH**

Whereas, on January 3, 2013 the Election Division for the State of Alaska, certified the election results of the December 18, 2012 incorporation election for the Petersburg Borough; and

Whereas, the election confirmed the incorporation of the Petersburg Borough and dissolved the City of Petersburg, and

Whereas, at the conclusion of the incorporation election, several elected borough positions remained vacant as an insufficient number of ~~there were no~~ candidates filed to run for the elected offices; and

Whereas, the Charter for the Petersburg Borough, Section 2.04C requires the borough assembly, by ordinance, to establish procedures for filling the vacancies in the office of assembly member or mayor. The Charter further requires that within forty-five days after an assembly position becomes vacant, the assembly shall appoint a qualified person to serve until the next regular election, and

Whereas, per Borough Charter, Sections 7.01D (Planning Commission), 8.02C (School Board) and 9.02~~1~~C (Hospital Board) requires that provisions of the Charter applicable to the assembly members and mayor also apply to planning commissioners, school board members and hospital board members to the extent permitted by law; and

Whereas, the vacancy appointment process contained within the City of Petersburg Municipal Code, and used for many years within the Petersburg community, is deemed an appropriate process to be carried over to borough government.

Therefore be it Resolved, the existing provisions of Chapter 3.04 of the Municipal Code from the dissolved City of Petersburg, relating to the installation of elected officials and designated employees, as noted with clerical amendments below, are hereby approved and adopted as a borough ordinance to be administered on an areawide basis. The provisions for appointments to vacancies to non-elected positions have intentionally been omitted from the ordinance to be addressed at a future date.

Section 1. Classification: This ordinance is of a permanent nature and shall be codified in the Petersburg Borough Code.

Section 2. Purpose: The purpose of this ordinance is to provide for the installation of elected officers and designated employees of the Petersburg Borough.

Section 3. Substantive Provisions: The provisions of the former City of Petersburg Municipal Code, Chapter 3.04 are hereby transferred and incorporated into this borough ordinance. Chapter and section numbers from the prior city code are retained for future referencing and codification of the Borough Code.

Article 3.04, of the Petersburg Borough Code shall read:

Chapter 3.04 - INSTALLATION OF OFFICERS

Sections:

3.04.010 - Form of government.

3.04.020 - Oath of office required.

3.04.030 - Failure to take oath.

3.04.040 - Seating of officers.

3.04.050 - Filling vacancies on ~~the assembly~~city council.

3.04.060 - Filling vacancies ~~in elected and appointed advisory offices.~~ on planning commission, hospital board and school board

3.04.010 - Form of government.

The form of government of the **city borough** shall be the **council assembly**/manager form of government unless and until ~~such time as~~ the **city** Charter may be amended.

3.04.020 - Oath of office required.

Each ~~elective and advisory~~ **elected** officer and the **city borough** clerk, before entering upon their duties, shall take the oath or affirmation required by ~~Sec. 5 of Art. XII, of~~ the Alaska Constitution or state law. **Elected officer is defined as any individual elected to the office of borough mayor, assembly member, school board member, planning commissioner or hospital board member.** The **city council assembly** may require designated employees to take the oath before entering employment. Oaths of office shall be filed with the **city** clerk.

3.04.030 - Failure to take oath.

If any person elected or appointed to any office enumerated in ~~Section 3.04.020 of this chapter~~ fails, neglects or refuses to take the oath of office within thirty days after the date of election or appointment, the **city council assembly** shall have the power to declare a vacancy and fill the vacancy as required by ~~Chapter VIII of the city Charter~~ Section 2.04C of the borough charter and this chapter of the **city borough** code. School board vacancies shall be declared and filled pursuant to state law.

3.04.040 - Seating of officers.

Elected ~~council and advisory board members~~ **borough officers** shall take their offices ~~on the first Monday~~ following issuance of their upon certification of the results of the election at which elected certification of election and after taking the oath of office. Appointed ~~advisory officers and individuals appointed~~ to a vacancy, the borough clerk and designated employees in an elected office shall take their office immediately upon appointment and after taking the oath of office.

3.04.050 - Filling vacancies on ~~city council~~ the assembly.

In the event a vacancy should occur on the assembly the city clerk shall advertise the vacancy and solicit letters of interest to fill the vacancy until the next regular election by publishing notice once in a local newspaper of general circulation. Vacancies on the **council assembly**, ~~excluding~~including the office of mayor, shall be filled by the affirmative vote of a majority of the incumbent members of the **council assembly**. Each appointee's term of office shall begin immediately upon appointment and after taking the oath of office and shall continue until a successor is elected or appointed and has taken an oath of office unless the appointee is sooner removed from office. If a vacancy occurs in the office of mayor, the vice mayor shall become mayor until the next regular election, at which time a mayor shall be elected to fill the remainder of the unexpired term; when the vice mayor

becomes mayor hereunder, the vice mayor's seat on the assembly shall be declared vacant and the vacancy filled pursuant to this section.

3.04.060 - Filling vacancies in elected and appointed advisory offices, on planning commission, hospital board and school board

~~A. When a vacancy occurs in an advisory office whose members are regularly appointed, the city clerk shall advertise the vacancy and solicit letters of interest to fill the vacancy for the balance of the unexpired term by publishing notice once in a local newspaper of general circulation. The clerk shall also notify the affected advisory body of the vacancy and ask for any recommendations the body may have on the appointment. After allowing a reasonable time for interested persons to submit letters of interest, the mayor, with the confirmation of the city council, shall fill the vacancy. Each appointee's term of office shall begin immediately upon confirmation and after taking the oath of office and shall continue until a successor is elected or appointed and has taken an oath of office.~~

B.A. In the event a vacancy should occur ~~in an advisory office whose members are regularly elected by popular vote, on the planning commission or hospital board~~ the ~~city~~ clerk shall advertise the vacancy and solicit letters of interest to fill the vacancy until the next regular election by publishing notice once in a local newspaper of general circulation. The clerk shall also notify the ~~affected advisory body~~ **chairman of the planning commission or hospital board** of the vacancy and ask for any recommendations the body **planning commission or hospital board** may have on the appointment. After allowing a reasonable time for interested persons to submit letters of interest the mayor, with the confirmation of the ~~city council, assembly~~ shall fill the vacancy. Each appointee's term of office shall begin immediately upon confirmation and after taking the oath of office and shall continue until a successor is elected or appointed and has taken an oath of office unless the appointee is sooner removed from office.

C.B. Vacancies on the school board are filled as provided by state law.

Section 4. Severability: If any provision of this ordinance or any application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected.

Section 5. Effective Date: This Ordinance shall become effective immediately upon final passage.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this _____ day of _____ February, 2013.

ATTEST:

Mark Jensen, Mayor

Kathy O'Rear, Clerk

Adopted:
Published:
Effective:

Transportation Committee

I wanted to bring you up to date on the fast changing developments with the AMHS in regards to our proposals.

Since our last meeting I have presented this to the council and our new Borough Mayor Mark Jensen. I have attended two MTAB (Marine Transportation Board) one via teleconference and one in person.

The first goal of two vessels deployed from Prince Rupert May thru September seems possible. It may require a wider effort of enlisting support from the other communities. Leo and I visited 5 legislators together and I have contact several on my own. The concept was received with wide support from all legislators as "what should be happening anyway". MTAB is favorable inclined to support this as well, but has not done so with any formal action.

Sadly to report, the FVF seems to be out of commission or in more technical terms in extended layup. This has been a slow moving train wreck and should not be a surprise to AMHS as they have know the engines were defective from the receipt of the vessels. The Fairweather has been bored to 7 passes on all cylinders on all engines. The Chenega may be able to operate one more season after it is bored to 7 passes as well. The whole thing is in litigation (a trial this spring), so AMHS has not been very forth coming with alternatives or plans. My understanding is that whoever pays for the engines, it will be at least 2 years before they would return to service. Indeed since the hull life would be less than the engines it will be interesting to see if they even replace the engines or just junk the vessels.

AMHS has new leadership and new marching orders. As you may have heard the Alaska Class Ferry project design has been shelved. This is a topic we will need to weigh in on. The assembly has not taken any position on this project and we have not discussed it as a board. In short the past design was building a mainliner without staterooms! It was being designed to be a 24 hour vessel with crew quarter for a 30 to 35 man crew. 120 million dollars was appropriated, but the vessel was projected to cost anywhere from 150 to 200 million dollars. The governor has canceled the project and directed DOT to design day vessels (12 hour vessels without crew quarters). The preliminary design will be presented at Southeast Conference Midsession (Feb. 26,27) and a MTAB meeting at that time.

I would suggest we meet before that time to discuss this project and any other ideas you may have. I will be presenting this report to the council at the next meeting. As always feel free to contact me with any questions or if you feel there is a need for a meeting.

Dave Kensinger

772-3203

chelanproduce@gmail.com



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

5848 E. Tudor Road
Anchorage, Alaska 99507
Main: 907.269.0350
Chris Lambert: 907.269.0359
TDD: 907.465.5437
Fax: 907.272.9412

January 22, 2013

Renewal Application Notice

City of Petersburg
Attn: City Clerk
VIA EMAIL: clerk@ci.petersburg.ak.us

DBA	Lic Type	Lic #	Owner	Service Location
Joan Mei Restaurant	Restaurant/Eating Place	3399	Joan Mei Partnership	1103 S. Nordic Drive

We have received a renewal application for the above listed licenses within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 13 AAC 104.335(a)(3), AS 04.11.090(e), and 13 AAC 104.660(e) must be approved by the governing body.

Sincerely,

SHIRLEY A. COTÉ
Director

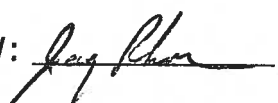
/s/Christine C. Lambert
Christine C. Lambert
Licensing & Records Supervisor
Christine.lambert@alaska.gov

INTRODUCTION

With the goal of having an agreement that is fair to the employees, to the City as the employer and to the public ~~For the purpose of cordial relations between the Petersburg Municipal Power and Light Department of the City of Petersburg, Alaska, hereinafter called the "Utility,"~~ **the City** and Local 1547 of the International Brotherhood of Electrical Workers, hereinafter called the "Union," the parties do enter into, establish and agree to the following conditions of employment. **(Throughout document substitute "City" for "Utility".**

TA date: 12/10/12

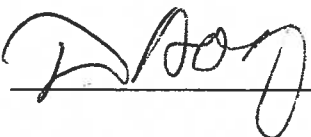
City: 

IBEW: 

ARTICLE 1
TERM OF AGREEMENT

1.1 This Agreement shall become effective at 12:01 a.m., on January 1, ~~2010~~ **2013** and shall continue in full force and effect through and including 11:59 p.m., ~~December 31, 2012~~ **June 30, 2015** and shall continue in full force and effect from year to year thereafter unless notice of desire to amend this Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence within thirty (30) days following the date of the notice, and this Agreement shall remain in effect until the terms of a new or amended Agreement are agreed upon, provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other in writing of its desire to terminate this Agreement as of a date stated in such notice to terminate, which date shall not be earlier than the date of expiration, and shall be at least ten (10) days subsequent to the giving of such notice to terminate.

TA date: 12/9/10

City: 

IBEW: 


ARTICLE 2
RECOGNITION

2.1 The ~~Utility~~ City recognizes the Union as the sole and exclusive bargaining agent for employees in the Electric Utility Department., and This Agreement shall cover all full-time part-time and seasonal employees of the ~~Utility~~ City in the job classifications set forth in Appendix A. Temporary employees, working less than six months, are not represented by the Union and are not covered by provisions of this agreement.

2.2 Temporary employees will not be used to replace bargaining unit employees nor do bargaining unit work. The City will supply the Union with hire and release from temporary employment paperwork so all parties remain informed of any temporary employment terms.

TA date: 12/9/12.

City: 


IBEW: 

ARTICLE 3
UNION SECURITY

3.1 All employees of the Utility coming within the classifications covered by this Agreement shall share, as a condition of their employment, in the cost of maintaining and operating the Union as their collective bargaining agency in accordance with its rules, and shall be members thereof in good standing. For the purpose of this Section, member in good standing means the obligation that all employees shall tender to the Union uniformly imposed dues, fees, and assessments

TA date: 12/9/8

City: 

IBEW: 

As Current

ARTICLE 3
UNION SECURITY

3.2 These provisions shall not be construed as denying the Utility the right to select its employees regardless of whether such employees are members of the Union.

TA date: 12/9/12

City: 

IBEW: 

ARTICLE 3
UNION SECURITY

3.3 Management agrees the Union reserves the right to discipline its members for any violation of any of the union's laws, rules or agreements.

3.4 The Utility shall deduct from wages of employees covered by this Agreement and pay over to the proper officers of the Union the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. This form of check-off authorization shall be approved by the Utility and the Union.

3.5 The Utility will not be held liable for check-off errors, but will make proper adjustment with the Union for errors as soon as possible.

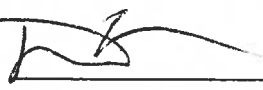
3.6 The Utility shall furnish space for a Union bulletin board for the use of the Union in posting officially signed Union business.

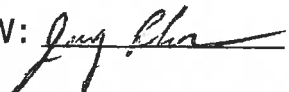
3.7 Based on a vote by the bargaining unit, the Business Representative may appoint a steward and so notify the Utility as to his name and specific duties. No other employee or member of the Union outside of the Business Manager, Business Representative and his appointed steward shall represent the Union.

3.8 The authorized representative of the Union shall be granted access to any shop or job at any reasonable time during working hours provided that he shall not conduct himself in a manner detrimental to the interest of the Utility and provided he shall make his presence known to the Utility Superintendent.

3.9 IHBF: If a majority of Bargaining Unit Employees working under the Petersburg Municipal Power & Light Collective Bargaining Agreement elect to participate in the IBEW Hardship and Benevolent Fund, the Employer shall, beginning the first pay period following notice of the election, deduct and forward to the IHBF five cents (\$0.05) per compensable hour of each bargaining unit employee. Such funds shall be forwarded in the same manner and form as other contributions are submitted by the Employer.

TA date: 10/9/17

City: 

IBEW: 

ARTICLE 3
UNION SECURITY

3.10 The Union will hold the City harmless for its decisions regarding all dues deductions.

TA date: 10/4/12

City: 

IBEW: 

ARTICLE 4
NO STRIKE - NO LOCKOUT

4.1 It being understood that the services performed by the employees covered by this Agreement are essential to the operation of the public utility and to the welfare of the public dependent thereon, the Union agrees that there shall be no strike or other concerted cessation of work by the Union or its members. The Utility agrees that there shall be no lockout of the Union or its members, except in the case of a willful or deliberate violation of the Agreement.

TA date: 12/9/12

City: 

IBEW: 

ARTICLE 6
GRIEVANCE AND ARBITRATION

6.1 Any grievance, defined as an alleged breach of this Agreement raised during its term, shall be handled in the following manner, each step to be taken only if a satisfactory adjustment cannot be obtained on the previous step within ~~seven (7) working~~ **ten (10) calendar** days:

(a) Step One: The aggrieved employee, with or without the Shop Steward, will discuss the grievance with the employee's immediate supervisor, within ~~ten (10) working~~ **twelve (12) calendar** days after the grievance arose.

(b) Step Two: The grievance shall be reduced to writing and be filed by the Shop Steward **or Union Representative** with the Superintendent.

(c) Step Three: The grievance shall be submitted to the City Manager by the Union Business Representative.

6.2 Any Grievance not filed according to the procedures described in the foregoing Section shall be deemed to have been waived and shall not be entitled to further consideration. The ~~Utility~~ **City** shall respond in writing at Steps 2 and 3 of the grievance procedure within ~~seven (7) working~~ **ten (10) calendar** days. ~~For the purpose of this Article, "days" shall mean Monday through Friday, City of Petersburg business days.~~ The time limits set forth in each step of the Grievance Procedure may be extended by mutual consent of the parties hereto.

6.3 If not settled, the Union may submit the grievance to final and binding arbitration within ~~seven (7) working~~ **ten (10) calendar** days following receipt of the City Manager's response. Within ~~seven (7) working~~ **ten (10) calendar** days of the notification, the ~~Utility~~ **City** and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall within ~~seven (7) working~~ **ten (10) calendar** days after failure to agree and no later than ~~fourteen (14) working~~ **sixteen (16) calendar** days following the ~~Utility's~~ **City's** receipt of the notice of appeal to arbitration, request the Federal Mediation & Conciliation Service to supply a list of ~~thirteen (13)~~ **seven (7)** qualified arbitrators and....

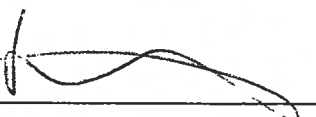
TA date: 12/9/12

City: [Signature]

IBEW: [Signature]

Balance of article 6.3 to remain the same.

TA date: 12/9/12

City: 

IBEW: 

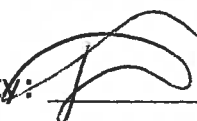
ARTICLE 6
GRIEVANCE AND ARBITRATION

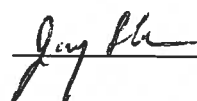
6.4 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Utility and the Union. The Arbitrator shall have no authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement, but shall be authorized only to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall not decide on the merit or wisdom of any action or failure to act, but only on the contractual obligation inherent in this Agreement. If the Arbitrator should find that the Utility was not prohibited by this Agreement from taking, or not taking, the action grieved, he or she shall have no authority to change or restrict the Utility's action or inaction or to substitute his or her own judgment for that of the Utility. Unless a specific provision of this Agreement expressly grants the Union or employees a right, privilege, or benefit claimed by it or them, the Arbitrator shall not award any such right, privilege or benefit to the Union or employees.

6.5 Any dispute as to procedure shall be heard and decided by the Arbitrator in a separate proceeding prior to any hearing on the merits. Any dismissal of a grievance by the Arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration. Each party shall bear one-half (1/2) of the fee of the Arbitrator and any other expense jointly incurred by mutual agreement incidental to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party, except that witnesses who are employees of the Employer shall be paid by the Employer for normal working time spent testifying at the hearing.

6.6 Due to the limited work force, procedures described in this Article involving employees of the Utility will be conducted outside of regular working hours when possible, ~~unless the Union agrees to compensate the Utility for such time.~~

TA date: 12/9/12

City: 


IBEW: 

ARTICLE 7
SUBCONTRACTING

7.1 The Utility shall have the right to subcontract work covered by this Agreement to persons, firms or corporations who must be in compliance with Alaska State laws. No regular full-time employee shall be laid off or have his hours reduced as a result of subcontracting.

7.2 In the event of the sale or lease of the Utility, or a merger or consolidation with another company, utility, or authority, the Utility will provide sixty (60) days advance notice to the Union. The terms and conditions of this Agreement shall be binding on any and all successors and assigns of the Utility, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Utility may make it a condition of transfer or sale that the successors or assigns shall be bound by the terms of this Agreement.

TA date: 12/9/12

City: 

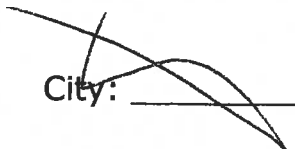
IBEW: 

ARTICLE 8
SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE

8.1 Seniority as used herein shall mean the length of service in continuous employment for the Utility Department. Employees shall not accumulate seniority during their probationary employment. After an employee has completed his probationary period and transferred to regular status, his seniority shall be dated from the date of his employment.

8.1 a. **Unless prohibited by another employment agreement** an employee shall not lose seniority when transferring to another department within the City of Petersburg.

TA date: 12/9/12

City: 

IBEW: 

ARTICLE 8

SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE

8.2 The seniority of an employee shall terminate under any of the following conditions:

- (a) When laid off for a period of twelve (12) consecutive months;
- (b) When an employee resigns from employment with the Utility;
- (c) When an employee is discharged for just cause; or
- (d) When an employee temporarily laid off fails to return to work within ten (10) working days after written notice (by registered mail to his last known address or delivered to him personally) requesting such return and, if such employee fails to notify the Utility of his intention to return to work within forty-eight (48) hours after receiving such notification.

8.3 In the selection of shifts and vacations, seniority shall be given full consideration insofar as practical in the best interest of service.

8.4 In making temporary and permanent appointments and promotions, seniority shall be given full consideration; and where required skills and abilities are equal, seniority shall prevail.

TA date: 10/9/15

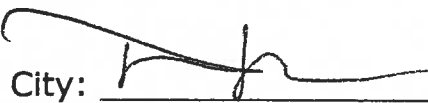
City: 

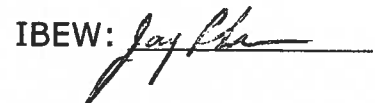
IBEW: 

ARTICLE 8
SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE

8.5 Notices of vacancies in positions covered by this Agreement shall be posted for five (5) days on a previously designated bulletin board in advance of permanently filling the position in order to afford presently employed Utility employees the first opportunity to apply; copies of said notices are to be provided to the Union's shop steward and the Union Business Representative. If qualified employees apply during the **exclusive** in-house five (5) day filing period, they will be considered by the employer. ~~before external recruitment is begun and applications are accepted from outside the Utility service.~~

TA date: 12/4/12

City: 

IBEW: 

ARTICLE 8
SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE

8.6 Any employee who is promoted shall be given a reasonable period of time, not to exceed ~~ninety (90)~~ **one hundred eighty calendar** days, to acquaint himself with the job and prove his ability to fill the job satisfactorily. Should the employee during such trial period prove unsatisfactory for the job to which he has been promoted, he shall be returned to his former job without loss of seniority. This section shall not apply to terminations for cause.

TA date: 12/9/12

City: [Signature]

IBEW: [Signature]


ARTICLE 8
SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE

8.7 Should it be necessary to lay off any regular employees because of justifiable reasons, the Utility shall give the employees affected notice in writing four (4) weeks in advance, or in lieu of such notice four (4) weeks pay at the employee's regular rate of pay at the time of such layoff.

(a) Any layoffs shall be made in the inverse order of seniority provided required skills and abilities are equal within the same job classification.

(b) If, thereafter, a vacancy occurs, seniority and required skills and abilities shall be considered when filling such vacancy.

TA date: 12/1/12

City: 

IBEW: 

ARTICLE 8
SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE

8.8 a. No regular (non-probationary) employee shall be disciplined without just cause. ~~The existence of a cause for discipline, if disputed, shall be subject to the grievance procedure described herein.~~ **The City will follow the principle of progressive discipline.**

b. Upon request by the employee and agreed to by the Personnel Office, written warnings shall be removed from the Personnel files after two (2) years, provided that there are no other warnings in the files.

~~(a) The Utility will follow the principle of progressive discipline. 1.) Verbal Warning; 2.) Written Warning; 3.) Suspension; 4.) Termination. Except in cases of a severe safety violation or gross misconduct, a regular employee shall receive at least one (1) written warning prior to discharge. Both the Union and the employee shall receive copies of the discharge notice and the reasons for discharge. Warnings shall not be subject to arbitration.~~

~~(b) Grounds for discipline may include, but are not limited to:~~

~~(1) Careless or abusive use of materials or equipment;~~

~~(2) Use of the Utility's time or material for purposes other than those authorized;~~


~~(3) Failure to carry out duties in a courteous and businesslike manner, particularly in relation to the Utility's customers;~~

~~(4) Failure to comply with written working rules, safety practices and regulations provided such rules and regulations are posted in a conspicuous place, accessible to all employees concerned;~~

~~(5) Working while under the influence of liquor or drugs or failure to report for work because of overindulgence in liquor or drugs;~~

TA date: 12/9/18

City: 

IBEW: 

~~(6) — Incompetence, inefficiency, insubordination, habitual tardiness, negligence, misappropriation of funds or conviction of a felony or serious misdemeanor (crimes against a person).~~

(c) Where substance abuse is suspected as the underlying cause for behavior leading to a disciplinary action, at the employer's discretion the employee may, at the employee's expense, voluntarily submit to a one-time substance abuse evaluation and treatment program by a qualified counselor in lieu of discipline.

TA date: 12/9/12

City: 

IBEW: 

ARTICLE 9
CLASSIFICATION OF EMPLOYEES

9.1 Employees shall be classified as regular, seasonal and temporary employees.

(a) The regular classification is used when the position is part of the regular complement needed for performing Utility services and the employee has successfully completed his probationary period in the position. Regular positions may be:

(1) Full Time: Where work involves forty (40) hours a week or more on a regular basis.

(2) Part Time: Where the work involved is to be done during a portion of a work day or work week and totals less than forty (40) hours a week on a regular basis. Part-time employees shall receive benefits on a pro rata basis according to the number of hours worked to the extent they are eligible to receive such benefits.


(3) Seasonal: Where the work is assigned on a seasonal basis. Seasonal employees shall receive benefits on a pro rata basis according to the period in which they are working to the extent they are eligible to receive such benefits.

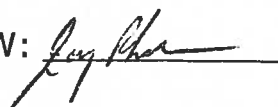
(b) Unless agreed to otherwise, the City may employ temporary employees to work a limited period of time, not to exceed six (6) months, to augment employees or to relieve employees during periods of vacation, sick leave, or for a specific project of limited duration.

(1) Temporary employees shall not receive any fringe benefits, seniority or other benefits except as required by law.

(2) A temporary employee may be separated from the service, demoted, or suspended without cause at the

TA date: 12/10/17

City: 

IBEW: 

discretion of the Utility.

(3) A temporary employee who is hired without a break in service to an established position of the same classification as his or her temporary employment shall have time served as a temporary employee counted toward the employee's six (6) month probationary period.

TA date: 12/10/12

City: 

IBEW: 

ARTICLE 9
CLASSIFICATION OF EMPLOYEES

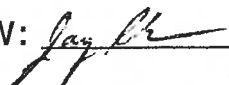
9.1 (c) Job Sharing:

Definition: Job sharing is defined as splitting hours of work for a regular full-time position to accommodate two (2) employees. Benefits for employees participating in job sharing will be prorated according to the number of hours worked.

When one of the job sharers is on leave of absence or terminates employment, the other participant will have the option of filling the position in a full-time capacity. During temporary short-term absences for vacation or sick leave of one of the job sharers, the other participant shall cover hours of work for the other participant as necessary. If either of the job sharers is required to attend meetings after normal business hours of the Utility, the employee will be compensated at the ~~overtime~~ regular rate unless the contract requires otherwise.

TA date: 12/10/12

City: 

IBEW: 


ARTICLE 9
CLASSIFICATION OF EMPLOYEES

9.2 All new employees with the exception of temporary employees shall be considered employed on a probationary basis and classified as such for the first six (6) months of employment. During the probationary period, a new employee may be terminated without cause at the full discretion of the Utility. If retained after six (6) months, such employees shall thereafter be considered regular employees, classified as such and be entitled to all rights and privileges contained in this Agreement retroactive to their first date of hire as a probationary employee.

9.3 Notification of all newly hired employees shall be given to the Union.

TA date: 12/10/12

City: 

IBEW: 

ARTICLE 11
LABOR MANAGEMENT COMMITTEE

11.1 A Labor-Management Committee, consisting of an equal number of representatives from management and representatives from the bargaining unit will meet during working hours no less than quarterly **or as mutually agreed**. The primary activities of this committee will include: contract interpretation, pre-grievance discussions of operating problems, method improvement, public relations and other mutually agreed topics. ~~The quarterly meeting may be postponed or cancelled by mutual agreement between the Union and the Utility.~~ *JH JK*

11.2 The Committee will not have the authority to alter the meaning or cost application of the Collective Bargaining Agreement nor will it act as a grievance committee once a grievance has been filed. The chair shall rotate between the Employer and the Union, alternately, at each meeting.

TA date: 12/9/11

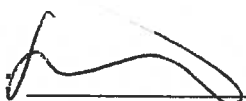
City: *[Signature]*

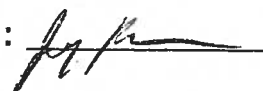
IBEW: *[Signature]*

ARTICLE 13
WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

13.1 The regular work week for all employees covered by this Agreement, except shift employees shall be five (5) consecutive days, Monday through Friday, and by mutual agreement between the Utility and the employee, arrangements may be made for Tuesday through Saturday or other work week. If an alternate work week is agreed upon, notice will be given to the Union as soon thereafter as possible.

TA date: 12/9/12

City: 

IBEW: 

As Current

ARTICLE 13

WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

13.2 The regular work week for shift employees shall be from 12:00 midnight Saturday to 12:00 midnight the following Saturday.

TA date: 12/10/11

City: 

IBEW: 

ARTICLE 13
WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

13.2.1 The regular work week for ~~Lineman and Mechanics~~ **employees** shall be five (5) consecutive days Monday through Friday.. By mutual agreement, the hours worked may be between 7:00 a.m. and 5:00 p.m. If mutually agreed upon an alternate work week consisting of four (4) days, ten (10) hours per day may be scheduled.

TA date: 10/9/12

City: 

IBEW: 

ARTICLE 13

WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

13.3 Operating schedules for generation shall be prepared by the PMP&L Superintendent. Schedules shall be prepared and posted as far in advance as is possible and practical. In no case shall schedules be posted with less than two (2) weeks notice, unless extenuating circumstances arise due to SEAPA scheduling, etc.

13.4 Under any situation deemed an emergency by the Utility, work schedules may be changed as required.

13.5 The normal work day for all employees covered by this Agreement, except shift employees, shall be any nine (9) consecutive hours with one (1) hour off for lunch. The one hour lunch period may be shortened and the stopping time advanced correspondingly

TA date: 12/9/12

City: 

IBEW: 


As Current


ARTICLE 13

WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

13.6 The regular work day for powerhouse operators shall be eight (8) consecutive hours with meals to be eaten on Utility time.

TA date: 12/9/97

City: 

IBEW: 

ARTICLE 13

WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

13.7 Work performed in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the applicable overtime rate. Work performed during a callout (includes minimum), and holidays shall be paid at the double time rate of pay. The 9th and 10th hours worked, Monday through Friday, shall be at one and one half (1 ½) times the straight time rate of pay. Any hours worked in excess of ten (10) hours, Monday through Friday, shall be at the double time rate of pay. All work performed on Saturday or Sunday shall be at the double time rate of pay.

13.8 All employees working regularly scheduled swing shifts shall receive an additional fifty cents (\$.50) per hour. All employees working regularly scheduled graveyard shifts shall receive an additional seventy-five cents (\$.75) per hour. Day shift shall be at the straight-time rate.

~~13.9 When graveyard employees work into the day shift awaiting relief, they shall continue to receive their shift differential.~~

13.10 Insofar as practical, any overtime work shall be divided as equally as possible among the employees of the same job classification.

~~13.11 Employees will be compensated at double the straight-time hourly rate for actual time worked under an operating helicopter.~~

13.12 Change in an employees work schedule shall not result in time lost to the employee based on his normal work week.

Union pays for A/E

TA date: 12/10/02

City: [Signature]

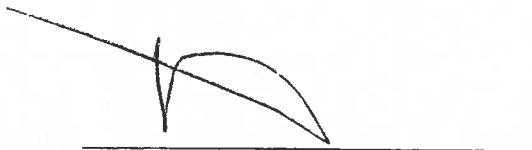
IBEW: [Signature]

ARTICLE 13
WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

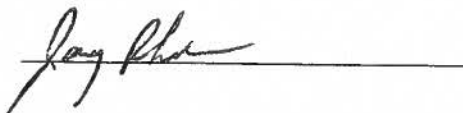
13.9 When ~~graveyard~~ employees work into the ~~day~~ next shift awaiting relief, they shall ~~continue to receive their~~ current or the applicable shift differential, whichever is greater.

Agreed to this 10th day of DECEMBER, 2012

For PMP&L:

A handwritten signature in black ink, consisting of a stylized 'V' shape followed by a curved line, positioned above a horizontal line.

For IBEW:

A handwritten signature in black ink, appearing to read 'Jay Ph...', positioned above a horizontal line.

[Type text]

PMP&L/IBEW Negotiations
2012/2013

[Type text]

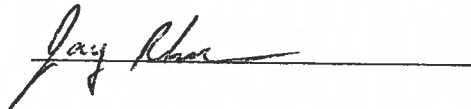

ARTICLE 13
WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

13.11 Employees will be compensated a minimum of one hour at the double ~~the straight-time~~ hourly rate for actual time worked under an operating helicopter.

Agreed to this 10TH day of DECEMBER, 20112.

For PMP&L:

For IBEW:



[Type text]

PMP&L/IBEW Negotiations
2012/2013

[Type text]

ARTICLE 14
TRAINING

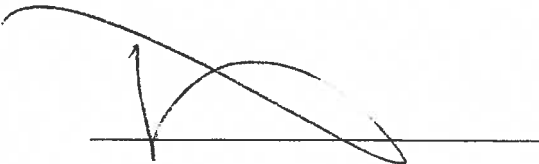
14.4 If schooling is taken out of town or it is necessary to travel out of town, upon request by the employee and approval by the Utility, room, board, and transportation will be paid, in advance. When travel is required by the Employer on an employee's regularly scheduled day off, the employee shall receive compensation at the employee's regular straight time hourly rate for actual travel time.

REST OF ARTICLE 14 IS PRESENT
LANGUAGE JRT

Agreed to this 10TH day of DECEMBER, 2012.

For PMP&L:

For IBEW:



[Type text]

PMP&L/IBEW Negotiations
2012/2013

[Type text]

ARTICLE 14
TRAINING

14.1 The Utility and the Union will cooperate in encouraging training programs including government funded programs, which will provide initial and advanced training for present and future employees.

14.2 When assigned to a school or training facility by the Utility, employees will not suffer a loss in wages.

14.3 An employee may be allowed up to one (1) year's Leave of Absence for training.

14.4 If schooling is taken out of town or it is necessary to travel out of town, upon request by the employee and approval by the Utility, room, board, and transportation will be paid, in advance.

Reimbursement for necessary business related expenses such as car rental, taxi, etc., shall be paid upon verification of receipts.

14.5 Subject to budgetary limitations, the Utility will provide an educational assistance program for full-time employees to improve their skills, knowledge and abilities relating to their present positions or to positions to which they might logically progress. In order to receive reimbursement, under this plan, employees must receive prior approval of the department head, and must complete the course. Upon satisfactory completion of the course, the employee must submit a request for reimbursement, together with receipts for tuition and books, to the Utility Superintendent who will process the request for payment.

ARTICLE 15
APPRENTICESHIP

15.1 The Employer (City of Petersburg) shall be a signatory participant in the Alaska Joint Electrical Apprenticeship Training and Trust (AJEATT). Such participation shall cover apprenticeship positions in the Employer's Power and Light Department.

The cost to the Employer shall be as follows:

- a. So long as the Employer has at least one apprentice participating in the program, the cost shall be five thousand dollars (\$5,000.00) per calendar year.
- b. In the event that there are no apprentices participating in the program, the cost to the Employer shall be two thousand five hundred dollars (\$2,500.00) per calendar year.

15.2 The Employer and the Union shall follow the selection procedure as set forth by the AJEATT and shall be on a non-discriminatory basis. Notwithstanding, it is mutually agreed that initial recruitment for applicants shall be solely within the Petersburg community and in the event a qualified applicant is not found within the community, the recruitment will expand to the southeast Alaska region.

15.3 The apprentice to journeyman ratio shall not exceed one (1) apprentice for every two (2) journeyman. The Foreman will be counted as a journeyman for this calculation.

15.4 While undergoing required training in Anchorage or Fairbanks, apprentices will be required to apply for step grants. If a step grant is received, the City will cover actual travel expenses over and above the step grant, and \$50.00 per diem for each full day away from Petersburg (not including travel days), for all employees covered by this agreement.

15.5 For the apprentice to continue his pay and benefit status with the City while undergoing required training, he will be required to sign an agreement between the City, IBEW and apprentice with the following stipulations:

(a) Funds paid to the apprentice for wages, benefits, travel, lodging and per diem will be tracked while undergoing required training in Anchorage or Fairbanks.

TA date: 12/9/12

City: 

IBEW: 

(b) Upon receiving a journeyman status, the employee must agree to work for the City as a journeyman for the following four (4) years.

(c) If upon receiving a journeyman status the employee elects to leave employment with the City he will be required to reimburse the City for wages, benefits, travel and per diem paid under 15.5(a). One quarter ($\frac{1}{4}$) of the cost will be written off upon the completion of each of the first four years employed as a journeyman.

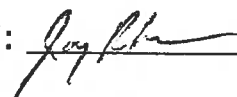
15.6 The apprenticeship wage scale shall be listed in Appendix "B" of this Agreement.

TA date: 10/9/12

City:



IBEW:



ARTICLE 17
LEAVE OF ABSENCE

17.1 The Utility may authorize Leave of Absence without pay, not in excess of ninety (90) calendar days. Such Leave of Absence shall not be deducted for seniority purposes. An authorized Leave of Absence without pay in excess of ninety (90) calendar days shall be deducted in computing the employee's term of service for seniority purposes. In special cases of long-term disability and when agreed by both the Union and the Utility, an additional ninety (90) days Leave of Absence without pay may be granted.

17.2 The Employer shall comply with the requirements of the state and federal Family Medical Leave Act. Information about entitlement and obligations under federal and state FMLA's will be made available during orientation for each new employee and upon request to the City Manager.

17.3 An employee may be granted a Leave of Absence without pay (including accrual of other benefits) for a period not to exceed one (1) year, where adequate notice is given the Utility. Such leave shall be contingent upon the operational needs of the Utility.

17.4 Employees of the Utility who are members of the National Guard or Military Reserve will be granted special military leave to attend encampments or training periods as unpaid leave. Required jury duty or if called as a subpoenaed witness for the Utility will be performed without loss of pay.

TA date: 12/9/10

City: [Signature]

IBEW: [Signature]

ARTICLE 18
OCCUPATIONAL INJURY


18.1 In cases of injury or ailment which is covered by Worker's Compensation Insurance, accrued PTO shall be used to pay the disabled employee the difference of the wage which the employee would have otherwise earned and the worker's compensation benefit received. Such payments shall not exceed the value of the employee's accrued PTO on the first day of disability and shall end upon the utilization of all accrued PTO.

18.2 In case of occupational injury, the employee's position or a comparable position shall be held a maximum of twelve (12) months or until it has been definitely established that he will be unable to return to his job, and his seniority rights shall remain in force during this period.

18.3 An employee who is entitled to receive compensation benefits under the Alaska Worker's Compensation Act shall continue to earn PTO benefits and the Employer shall continue to pay its portion of such employee's group medical and life insurance premiums during the period the employee is unable to return to work, not to exceed six (6) months.

TA date: 10/9/02

City: 

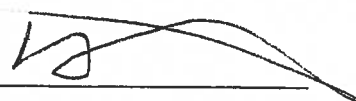
IBEW: 

ARTICLE 22
WAGES

22.1 The wage schedule for employees covered by this Agreement set forth in Appendix "A" and Appendix "B" is attached hereto and made a part hereof. All rates contained herein are to be considered minimums and any rates in excess of these are at the option of the Utility.

22.2 No employees shall have their wages reduced by reason of signing of this Agreement, and if any employee covered by this Agreement is receiving a higher scale than is provided for herein, he shall remain at the higher scale during the term of this Agreement or any extension thereof unless moved to a different classification with a lower pay scale.

TA date: 12/9/12

City: 

IBEW: 

ARTICLE 23
MANAGEMENT RIGHTS

23.1 The Union recognizes that any and all rights, not in conflict with this Agreement, concerned with the management of the Utility and the direction of the working force shall be vested exclusively with the Utility. Management rights and responsibilities shall include, but are not limited to, the right to:

- (a) Determine the overall mission and purpose of the Municipal Power and Light Department;
- (b) Maintain and improve the efficiency and effectiveness of the Utility to provide its customers with adequate and reliable electrical power at the lowest cost possible.
- (c) Determine the services to be rendered, the operations to be performed, the technology to be utilized, or the matters to be budgeted and the priorities therefore;
- (d) Determine the overall methods, processes, means, job classifications, and personnel by which the work of the Utility is to be conducted;
- (e) Direct, supervise and/or hire employees;
- (f) Promote, suspend, discipline, discharge, transfer, assign, schedule, retain and/or layoff employees;
- (g) Relieve employees from duties because of lack of work or funds or under conditions where the Utility determines that continued work would be inefficient or nonproductive; and to
- (h) Adopt rules, regulations, educational programs, safety programs and any other measures, not in conflict with this Agreement, necessary to assure the efficient and effective operations of the Petersburg Municipal Power and Light Department.

TA date: 12/9/12

City: 

IBEW: 

ARTICLE 24
GENERAL PROVISIONS

24.1 Should any article, section, or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted State ordinance or other law, or by the decree of judgment of any court of competent jurisdiction, the invalidation of such article, section or provision will not affect the remaining portions hereof, and such other parts and provisions will remain in full force and effect. Upon the invalidation of any article, section or provision hereof, the parties will meet and negotiate the parts and provisions concerned within thirty (30) days from the date the fact such invalidation is communicated to them; provided, however, that the parties may mutually agree to extend the time for such negotiations.

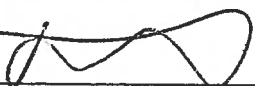
24.2 This Agreement sets forth all of the terms, conditions and understandings between the parties hereto, and there are no terms, conditions or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them.

24.3 Any and all prior agreements and understandings are hereby canceled and superseded by this Agreement. Unless specifically provided for otherwise herein, past practices shall not be binding on the Utility.

24.4 Nothing contained herein shall prohibit the Utility, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

24.5 Whenever substantive changes to a covered job description are proposed by the Utility, a review by both parties to this Agreement will be made to determine if a reclassification is appropriate. If a new job classification is proposed that would be covered by this Agreement, the parties will bargain in good faith to set the wage, hours of work, and working conditions. Such negotiations shall occur prior to the filling of the position.

TA date: 10/9/12

City: 

IBEW: 

PUBLIC NOTICE
Regional Electrical Energy Roundtable Meeting

A meeting of regional community leaders and energy coordinators will be held in Petersburg on Wednesday, February 6, 2013 at the Fire Hall training room beginning at 3:30 p.m. The meeting is an opportunity to proactively look at what has happened in the recent past and discuss the pathway ahead for electrical generation and consumption as well as the resource development opportunities in the area.

KFSK
Pilot Publishing - FYI

01/29/2013

January 25, 2013

Don McConachie
PO Box 361
Wrangell, AK 99929

Dear Mayor McConachie,

I was surprised to hear the other day when I called the Wrangell municipal office that you had retired due to health reasons. On behalf of the Petersburg Borough Assembly and community, I thank you for your many years of services to our closest neighboring community. Your efforts for, and contributions to, the Wrangell community since 1998 have been admirable. Our thoughts are with you and your family.

Sincerely,

Mark Jensen, Mayor
Petersburg Borough



Manager's Report

February 4, 2013

1. The Transient Room Tax Committee has announced the availability of \$8,136 from the TRT receipts will be awarded to qualified non-profits. Applications for the grants can be picked up at the Petersburg Finance office, or on the Borough website.
2. Sandy is following up on a report that the University of Alaska may be able to conduct an inundation study at no charge. More information to follow.
3. Sandy will be working with Jim Agner when he returns to review a proposal from AP&T to do some improvements to our Emergency Operations Center to allow for it to be moved from Mountain View Manor to the new Fire Hall.
4. Tara is working with her staff and the architect to develop the bid package for the furnishings and equipment for the new library. They will also be meeting with the Teen Advisory Group to get their comments on furnishing in the Teen area.
5. A local resident has some concerns about the Haugen and 2nd street walking traffic; especially with the new Library coming online. The Public Safety Advisory Board and the Library Board may ask the Assembly to provide a letter of support to making appropriate changes to improve this safety issue.
6. I have asked our Federal Lobbyist to look into a report that FEMA was considering ending their Flood insurance program. This brings up the question of who will then be responsible for updating local Flood Maps. The lobbyist is looking into the issue.
7. Based upon a suggestion from our Alaska lobbyist, we have asked the Police Station and Jail facility Architect to put together a small package solely focused on this proposed project. This "booklet" will be used to help us get support while in Juneau.
8. Pump station 5 replacement project is out to bid last week, with a bid opening scheduled for February 26th.
9. Karl is working with staff and PIA on a beta test of allowing comingled recycling. We need to learn what kinds of issues this will cause or fix if we have the opportunity to fully implement such a program.

Administration

PO Box 329 Petersburg, AK 99833 - Phone (907)772-4519 Fax (907)772-3759

www.ci.petersburg.ak.us