

**PETERSBURG BOROUGH
ASSEMBLY MEETING AGENDA
REGULAR SESSION
Monday, May 6, Noon**

1. **Call To Order/Roll Call**
2. **Voluntary Pledge**
3. **Approval of Minutes**
 - A. **Regular Meeting Minutes of March 18, 2013**
 - B. **Regular Meeting Minutes of April 1, 2013**
 - C. **Regular Meeting Minutes of April 15, 2013**
4. **Amendment and Approval of Meeting Agenda**
5. **Public Hearings and Bid Awards**
 - A. **Public Hearing on Ordinance #2013-6: An Ordinance Providing for Chapter 14.30 of the Municipal Code Entitled "Mountain View Manor Elderly Housing and Assisted Living Facility", Updating Rents to Current Levels and Applying the Provisions of this Ordinance on an Area-Wide Basis.** *The proposed ordinance will convert the current provisions of the City of Petersburg Code to the Borough Code.*
 - B. **Bid Awards – Equipping New Library**
 1. **Library Shelving Procurement**

The new library Shelving Procurement bid opening was completed on April 11, 2013. Three bids were received ranging from \$168,803 to \$179,000. All were below the funds available for shelving. MRV Architects recommends award of the Petersburg Library shelving bid to Think Office, LLC for an amount not to exceed \$168,803.
 2. **Library FF&E (Furniture, Fixtures & Equipment) Procurement**

The new library FF&E Procurement bid opening was completed on April 11, 2013. Two bids were received ranging from \$189,013 to \$199,425. Both were below the funds available for FF&E. MRV Architects recommends award of the Petersburg Library FF&E Bid to Think Office, LLC for an amount not to exceed \$189,013.
 - C. **Bid Award – School District Covered Porch Project** *Bids were opened on March 29 for the construction of a covered porch on the west side of the School Administration building. The Planning Director is recommending that Bird Construction be awarded the project for a cost not to exceed \$12,472.00.*
 - D. **Bid Award – Clausen Memorial Museum Site Improvements**

Two bids for the project were received. The project replaces the failing retaining wall at the museum with other site improvements. The Public Works Department is recommending that the project be awarded to low bidder Reid Brothers Construction for an amount not to exceed \$46,449.24.
6. **Visitors' Views Related to Agenda**
7. **Visitors' Views Unrelated to Agenda**
 - A. **Request for Consideration – Mike Stainbrook** *Mr. Stainbrook has provided the Assembly with a proposed resolution that would express the Borough's belief that Petersburg Creek should be left as it is with no encroachment from an electrical corridor or electrical power lines.*

- 8. Board, Commission and Committee Reports**
A. Harbors & Ports Advisory Board *The Board, at their April 24th meeting took no action on the first rights of refusal offer made by the Luhrs for the Borough to purchase the Piston & Rudder Property located next to North Harbor. Consensus of the Board was the community would be better served if a marine business obtained the property.*
- 9. Consent Agenda**
A. Local Approval of 2013 Gaming Permits – by Swainson Vending *Swainson Vending provides for the gaming activities of the following organizations: Petersburg Little League, Viking Swim Club and Sons of Norway.*
- 10. Report of Other Officers**
- 11. Mayor's Report**
A. Consideration to Schedule Work Sessions and/or Special Meetings to Commence Public Review and Discussion of the Kake Intertie and Road Projects *The EIS for the Intertie Project is expected to be out within a couple of months. The Assembly has received requests to begin a joint public process with the City of Kupreanof to address the projects as a community.*
B. Appointment to Vacancy on Harbor Board *Two letters of interest were received to fill the vacancy. The Harbor Advisory Board, at their April 24 meeting, recommended that Bob Dolan be appointed to the vacancy.*
- 12. Manager's Report** *Manager Giesbrecht will review his written report.*
- 13. Unfinished Business**
A. Ordinance #2013-5: An Ordinance Adjusting the FY 2013 Budget to Address Known Changes. 3rd and Final Reading. *The ordinance provides for the known changes necessary for the current year budget. Each proposed change contains a narrative explaining the need for changing the budget.*
B. Ordinance #2013-6: An Ordinance Providing for Chapter 14.30, of the Municipal Code, Entitled "Mountain View Manor Elderly Housing and Assisted Living Facility", Updating Rents to Current Levels and Applying the Provisions of this Ordinance on an Area-Wide Basis. 2nd Reading. *The proposed ordinance has been reviewed by legal counsel and will convert the current provisions of the City of Petersburg Code to the Borough Code.*
C. Borough
1. Juneau Appeal *The LBC's Attorney has asked for an extension until May 24 to file the State's brief. The Borough will file its brief when the State does. Within twenty days after that filing, the CBJ is to file its Appellant's Reply Brief, though it has a right to an automatic 15 day extension if it chooses. Within ten days of the filing of that Reply Brief, either party may serve and file a written request for oral argument (which is automatically granted). If oral argument is requested, the court sets that date, based upon the judge's schedule.*

Pg. 26-28

Pg. 29-31

Pg. 32-33

Pg. 34-36

Pg. 37-39

Pg. 40-46

D. Redistricting *This matter appears to be getting complicated and confusing. The Redistricting Board is holding off forming a new Redistricting Plan for Alaska until the US Supreme Court decides if provisions of the federal Voting Rights Act are still needed for some states for redistricting plans or proposed election changes. A decision is expected sometime in June. Meanwhile, the Alaska Supreme Court recently clarified its December order to the Redistricting Board that a new plan may include districts that have similar or the same boundaries as the districts in the rejected plan as long as those districts meet the Alaska Constitution and federal Voting Rights Act requirements. The Supreme Court clarification does not affect Petersburg as all five justices decided in December 2012 that House Districts 32 and 34 (map attached) must be redrawn to comply with the State Constitution. Additionally, the Riley Plaintiffs have petitioned Alaska Superior Court for a hearing on whether the State Constitution requires public hearings to be held on any new plan the Board may develop and whether the Board's proposed timeline is sufficient to allow judicial review of the Board's new work. Because Petersburg was not a party to the Superior Court case, it is not clear if Petersburg's legal counsel can file any pleadings by the May 15 deadline.*

E. SEAPA and D. Hittle & Associate's O & M Report *The Petersburg Assembly has postponed scheduling a work session or special meeting to discuss the D. Hittle report and related matters until after the April SEAPA board meeting. SEAPA held its April meeting on April 25. Does the Assembly want to schedule a work or special session?*

Pg. 47-78

F. Ratification of IBEW Collective Bargaining Agreement *Assembly Member Hoag, lead negotiator for the borough, will highlight the contract provisions prior to the Assembly taking a vote to ratify the agreement. The IBEW member employees ratified the agreement on April 10.*

Pg. 79-87

G. Schedule Interviews with Legal Counsel *The Borough received seven proposals in response to its Request for Proposals for General Legal Council. The proposals were reviewed independently by retired City Attorney Paul Dillon, Manager Giesbrecht and Clerk O'Rear and the individual scores combined to attain the ranking list. The final step of the process is Assembly interview. The Assembly may select two to five of the firms who they would like to conduct teleconference interviews with.*

14. New Business

Pg. 88-90

A. Ordinance #2013-7: An Ordinance Providing for Chapter 3.12 of the Municipal Code, Entitled "Administration", Updating Current Language, Adding a Section that Informs how Employees will be Compensated and Applying the Provision of the Ordinance on an Area-wide Basis. 1st Reading. *The proposed ordinance has been reviewed by legal counsel and will convert the current provision of the City of Petersburg Code to the Borough Code. The ordinance also informs of the borough's goal to attract and retain skilled employees.*

Pg. 91-92

B. Ordinance #2013-8: An Ordinance Adopting the Budget and Setting the Millage Rates for the Fiscal year July 1, 2013 through June 30, 2014. 2st Reading *Borough Charter requires that the budget and tax mill rates be established by ordinance. The proposed ordinance sets the income and expenditures for FY2014 as well as the tax mill rates to support the budget. The total estimated mill rate within the ordinance to support the budget is 11.00 mills (including the first time mill levy for new library debt) and is based on the total assessed value of real property within service Area 1 being \$298,411,100. The mill rates and assessed*

value expressed in sub-section B are subject to change, pending the outcome of Board of Adjustment and any changes made to the proposed budget by the Assembly. (Last year's mill levy was 10.99 mills based on \$288,007,000 of gross property value).

Pg. 93-97

C. Resolution #2013-13: A Resolution Requesting the State Legislature to Petition the Federal Government to Relinquish Sea Otter Management to the State to be Managed in Accordance with Article 8 of the Alaska State Constitution *The proposed resolution has been prepared and recommended by the appointed Ad Hoc Sea Otter Management Committee. The meeting packet also has a copy of Article 8 of the State Constitution.*

Pg. 98

D. Resolution #2013-14: A Resolution Declaring Saturday, May 11 as a Sales Tax-Free Day in the Petersburg Borough *The Chamber Retail Committee is requesting Saturday, May 11 to be designated as a Sales Tax Free Day in the Borough.*

Pg. 99-101

E. Authorization to Enter into a Professional Services Agreement – Base Mapping of Borough R&M Engineering, Inc of Juneau *has submitted a proposal to assist the borough in establishing a base mapping system. R & M has provided a written scope of work to be perform and the estimated cost not to exceed \$15,000.*

Pg. 102-118

F. Consideration of Thomas Bay Power Authority's FY 2014 Budget *TBPA is requesting approval of their entire budget, which includes the reduced Non-Net Billable portion (paid jointly by the Wrangell and Petersburg communities) that has been decreased to \$48,990, or \$24,495 to each community.*

Pg. 119-130

G. Police and Jail Options and Authorization to Issue RFP *The Assembly will review an analysis of the Police and Jail options. In order to move the project forward, authorization to seek RFP's for a structural analysis of the chosen options is being requested.*

Pg. 131-136

H. Authorization to Enter into a Professional Services Contract with PND – Pump Station 5 Replacement Inspection and Contract Administration *The Public Works Department has negotiated a price not to exceed \$29,947 with PND to provide limited Inspection and Contract Administration services for the project. Due to funding restraints for the project, and in order to get the project performed this season, daily inspection and contract administration will be handled by Borough personnel with PND assisting when needed.*

Pg. 137 a & b

I. Consideration of Change Order for North Harbor Reconstruction Project - Electrical Upgrade *The Harbors and Port Advisory Board met in Special Session on Friday, May 3, 2013 and recommended a change order, estimated to cost between \$150,000 - \$175,000, be approved. The change order would provide for an electrical power upgrade to 480 volts in one area of the harbor to address current and future higher power needs of vessels. The Board further recommended that the Harbor Fund Pay for 1/3 the cost of the upgrade with the assembly determining where the balance of funding for the upgrade will come from.*

15. Communications

16. Assembly 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.*

B. Borough Election in 2013 *In April, the Clerk sent notice to assembly members and department heads that if a borough election was*

Pg. 138-140

to be held in 2013, that determination needs to be made very soon in order to meet time sensitive requirements.

17. Adjourn

MINUTES OF THE PETERSBURG BOROUGH ASSEMBLY MEETING, REGULAR SESSION, HELD MONDAY, MARCH 18, 2013 AT 7:00 P.M. IN THE ASSEMBLY CHAMBERS OF THE MUNICIPAL BUILDING

1. **CALL TO ORDER/ROLL CALL** Mayor Jensen called the meeting to order at 7:00 p.m. Present: Mayor Jensen; Assembly Members Flint, Hoag, Strand, Havrilek and Wohlhueter. Absent: Assembly Member Lagoudakis (excused).
2. **VOLUNTARY PLEDGE** The Pledge was recited.
3. **APPROVAL OF MINUTES**
 - A. **Regular Meeting Minutes of March 4, 2013** The minutes were approved, as submitted.
4. **AMENDMENT AND APPROVAL OF MEETING AGENDA** The agenda was amended to include item 14D, Papke's Landing Status and item 10C was amended to include discussion of Thomas Bay Power Authority. The agenda, as amended, was approved.
5. **PUBLIC HEARINGS AND BID AWARDS**
 - A. **Bid Award for North Harbor Reconstruction Project** Bids were opened on March 5th with 4 companies bidding. It was recommended by the engineering firm that Western Dock and Bridge, the lowest responsive bidder for the total project, including base bid and all additive alternatives, be awarded the construction contract. By unanimous Roll Call Vote, the assembly accepted the recommendation and awarded the project contract to Western Dock and Bridge in an amount not to exceed \$7,090,670.
 - B. **Bid Award for Required FERC Inspection** Three proposals were received in response to the Borough's request for an independent consultant to assist the Borough in a required FERC Part 12 dam inspection and other analysis. The Electric Department staff recommended that HDR be awarded the professional services contract due to their experience and pricing. By unanimous Roll Call Vote, the assembly awarded the project contract to HDR Alaska, Anchorage, in the amount of \$26,912.
6. **VISITORS' VIEWS RELATED TO AGENDA** None.
7. **VISITORS' VIEWS UNRELATED TO AGENDA** Mayor Jensen deviated from the printed agenda to address item 7B.
 - B. **General Discussion on Sea Otter Population Management** Because several residents had voiced their desire for the borough assembly to reconsider support of Senate Bill #60 (An Act that would pay a person \$100 for each sea otter taken lawfully under the Marine Mammal Protection Act) Mayor Jensen scheduled this time for further comments and discussion on the subject. He set a 2 minute limit on receiving comments. Numerous reference material, including City of Petersburg Resolution #1958 that urged more active otter management, was available for anyone who cared to review it. It was noted that \$20 million in regional income could be lost if shellfish continue to decline because of otters. The Craig and Wrangell communities have passed resolutions in support of SB60. The following individuals spoke in support of the assembly passing a resolution to support SB60: Max Worhatch, Dave Thynes, Andy Knight and Mike Bangs. Resident Jason Dugan questioned the correctness of SB60, placing a bounty on otters. However, he agreed otter management is needed. After considerable discussion the assembly voted 5-1 (Mayor Jensen opposed) to form an Ad Hoc Committee to review Petersburg's past action taken on sea otter management (resolution #1958) and make recommendation on needed changes to make our federal government more aware of the need to manage the sea otter population in southeast. Mayor Jensen believed enactment of SB60 would bring more attention to the need of otter management than

any local resolution the borough could develop, pass and promote. The clerk was directed to advertise for interested people to serve on the Ad Hoc Committee.

C. Canadian Mining Resident Mike Bangs informed of the need for Alaska communities on the Canadian border to perform base line water sampling. This sampling is needed to provide any evidence of ill effects due to the Canadian government relaxing its laws on mining activity in Canada. Bangs was asked to provide the City Manager with information for the assembly to consider.

A. Jason Anderson, US Forest Service District Ranger Anderson provided general information on Forest Service activities on public lands consisting of: 1) decommissioning of cabins at DeBoer and Harvey Lakes. The Harvey Lake cabin will be converted to a 3-sided structure and the DeBoer cabin demolished; 2) the land easement with Mental Health to provide better access to Raven's Roost Trail and cabin is still being worked on; 3) a Tonka timber contract was issued for harvesting 2,000 acres on Lindenberg Peninsula. Proceeds from the stumpage of the project, estimated at 1 million, will be retained locally for additional projects; 4) there is a new 75 foot dock at Tonka that will be available for public use soon; 5) an environmental project regarding invasive weeds is in the planning stage; 6) the Kake Intertie Project environmental impact statement is being prepared by a third party. The Kake Access Project is different than the Intertie Project and the Federal Highway Administration is the lead agency; 7) there have been inquiries to establish a small mill operation on Mitkof Island; and 8) members of the Wrangell/Petersburg RAC committee were thanked for the projects they helped develop over the recent years.

8. BOARD, COMMISSION AND COMMITTEE REPORTS

A. Harbor Board Assembly Member Wohlhueter, representative to the Harbor & Ports Advisory Board, informed of the Committee's recommendations on bid award of the North Harbor Reconstruction Project and the conduct of an electrical measurement analysis of each harbor.

9. CONSENT AGENDA None.

10. REPORT OF OTHER OFFICERS

A. Stephanie Pfundt, Student Report Stephanie provided a report that covered sporting events and extracurricular activities.

B. Fire Department Report Fire Chief Jerod Cook provided a report informing of: the numbers of volunteers in the department (total of Fire, Search & Rescue and EMS units) is 65; call volumes for fire response are down, while EMS calls are up; and volunteer hours provided to the community are in excess of 7,000 hours annually. Assistant Fire Chief Berg and Insurance Agent Susan Erickson explained how the community's ISO (Insurance Services Office) rating is determined. The rating is based on the available equipment, personnel and water supplies of a community. Our ISO rating, for the bulk of the most populated area, has been upgraded from a class 5 to class 4. The upgrade is a benefit to property owners by enabling lesser insurance rates. Cook concluded his report by informing of recent EMS certifications and the need to establish incentives to keep volunteer membership up. Incentives the department is reviewing: per run stipends; establishment of a retirement fund; sales tax exemption; and/or hourly wages.

C. Southeast Alaska Power Agency Meeting Report Electric Department Superintendent Nelson reported on the March 9 SEAPA meeting held in Wrangell. Highlights: board officers were elected; the CEO has started a PR campaign within the member communities; a funding request for raising the Swan Lake Dam was made to the legislature; the Kake Intertie EIS should be complete in May or June; staffing at SEAPA will be increased, possibly by four positions to cover records, IT, grants and project management functions; the Wrangell reactor is aging and will be replaced. Until replaced emergency plans are in place; Tye log jam removal and weir installation project is moving forward with completion this summer; the pole line from Wrangell and Petersburg is showing its age and approximately 5 poles will be replaced; improvements to water efficiency at Tye are being made; SEAPA has adopted a mission statement. The statement is: "SEAPA's mission is to provide the lowest wholesale power rate consistent with sound utility planning and business practices. We exist for the long term

benefit for our member utilities and rate payers, providing unified regional leadership for project development and prudent management of our interconnected power system"; the next meeting is April 24 & 25 in Ketchikan. Assembly Member Hoag asked why SEAPA did not pay for total labor at Thomas Bay Power Authority. Nelson advised the matter is being reviewed by SEAPA and TBPA. The non-net billable in the TBPA budget represents payment for office staffing. In response to Hoag's question asking why SEAPA does not eliminate the contractor (TBPA) and operate and manage the project on its own, Mayor Jensen asked that any financial discussions regarding Thomas Bay be addressed with legal counsel in executive session. Nelson informed that an independent review related that some savings could be had by reducing the number of contractors. Hoag questioned if Nelson had a conflict of interest serving on both the SEAPA and TBPA boards. Nelson related that although at times it gets confusing, he did not believe there was a conflict.

11. MAYOR'S REPORT

Announcements Vice Mayor Flint, in Mayor Jensen's absence, will address the Drug Awareness graduates on April 17. The Salvation Army will hold a conference in Petersburg April 5 - 7 and have asked for a government official to welcome their group. In absence of the Mayor and Vice Mayor, Assembly Member Hoag will provide the welcoming service. Mayor Jensen announced he will miss both April meetings due to his work. He concluded his report by asking assembly members to review a flier received from the NCMEC (National Center for Missing and Exploited Children) to see if the entity is something the assembly wants to support in the future. A general invite for everyone to participate in the March 28 Choose Respect rally was given, with special invite to all men to show up for a photograph session.

A. Appointments to Hospital Board Vacancy Hearing no objections from the Assembly, Mayor Jensen appointed Ken Hill and Phil Beardslee to vacancies on the Hospital Board.

B. Vacancy on Harbors & Port Advisory Board Due to Kurt Wohlhueter being appointed to the Assembly, there is now a vacancy on the board.

12. MANAGER'S REPORT Manager Giesbrecht reviewed his written report, omitting items #2 and #12. (Report attached and made part of these original minutes).

13. UNFINISHED BUSINESS

A. Borough

1. Juneau Appeal No new information.

2. Future Transition Items Discussion and further action on whether to retain the prior City Advisory Boards, Commissions and Committees will be addressed in Agenda item 14C.

B. Redistricting The Redistricting Board met on March 13 & 14, with no action needed from the borough.

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

D. Authorization to amend the Professional Services Agreement with PND Engineers for the North Harbor Reconstruction Project By unanimous Roll Call Vote, the assembly authorized an amendment to the PND Engineers Professional Services Agreement for the North Harbor Project to add construction contract administration and inspection services in an amount not to exceed \$483,955.

E. Assembly Decision on Public Notice Posting Criteria The Assembly continued discussion regarding the current public noticing policy as expressed in Resolution #2013-1. The matter was discussed at two prior meetings in response to CCUB's February 9 letter asking for change in the policy. Establishing a posting area at the start of the Papke's Landing pier was suggested. Utilizing the state property for posting purposes and getting postings placed timely at Papke's Landing will need to be looked into. By a unanimous voice vote, the Manager was directed to look into moving the current public noticing board located on the Papke's dock to the land side of the dock.

14. NEW BUSINESS

A. Resolution #2013-09: Support of Alaska Mental Health Trust - USFS Land Exchange By unanimous Roll Call Vote, Resolution #2013-9 was passed. It was noted that if the property is transferred to the Forest Service, logging will not occur as the slopes of the land off Mitkof Highway are too steep and do not meet the Forest Service's criteria for logging. What land classification the Forest Service will utilize for the property is not known.

B. Authorization to Enter Into a Professional Services Contract with Morris Engineering Group, LLC The proposed contract would provide for the measurement of electrical current from all conductors within each harbor. By a unanimous Roll Call Vote, the Assembly authorized a professional services agreement with Morris Engineering Group in the amount not to exceed \$17,010. The study/work will be in accord with the National Electric Code requirements and will identify vessels that are not totally in compliance, i.e. damaged cords, old equipment, improper wiring, etc. The study will be conducted on all vessels in the harbors.

C. Retention of Advisory Boards, Committees and Commissions Consensus of the responses from the Advisory Board Members themselves to the Manager's questionnaire indicated the borough should retain the existing advisory board process and means of formation. The boards are a mixture of appointed and elected bodies. The responses did not include the Finance Committee, Planning Commission nor the Historic Preservation Committee as those bodies had not met during the review period. By a small margin, the only Board that believed it should be appointed versus elected was the Public Safety Advisory Board. If the boards/committees remain elected, they will be subject to APOC rules. Due to the lateness of the evening and the number of other business matters pending, the matter was tabled by unanimous Roll Call Vote. The Borough Clerk reminded that the decision on whether to retain and dissolve each board needs to be made prior to January 3, 2014.

D. Papke's Landing Status A status report performed by ADOT of the Papke's Landing dock facility was referred to the Harbors and Ports Advisory Board for review, investigation and recommendation. It has been ADOT's intent to rid themselves of all State owned dock/harbor facilities. It is expected ADOT will eventually want the borough to take over ownership and maintenance responsibilities of the facility.

15. COMMUNICATIONS

A. Juneau Charter Boat Operators Association - Board of Fish Membership Mayor Jensen acknowledged the letter that requested the Governor restore balance in the Board of Fish make-up by appointing someone from Southeast Alaska at the next appointment opportunity. The Clerk was directed to prepare a similar letter from Petersburg.

16. ASSEMBLY DISCUSSION ITEMS

A. Recognitions

1. Thank you Assembly Member Havrilek thanked Patrick Wilson and Petersburg Fisheries for their conduct of the annual Firemen's Breakfast.

B. Budget Process & Scheduling of Work Session(s) The budget process for the borough requires the budget be adopted by ordinance. This places a longer adoption time than the prior resolution process used by the city. The budget, per Charter, needs to be adopted no later than June 15. Consensus of the assembly was for the Finance Director to schedule the dates and times for budget work sessions, as necessary.

C. Police Department and Jail Facility Wayne Jensen, architect for the police/jail building, participated in this portion of the meeting by phone. The most recent estimate for the new facility, at approximately 1/3 of the design process, exceeds 9 million dollars. The Borough has less than 2 million toward the project. The architect believed the only way to reduce the cost would be to lessen the size and remove a couple of features of the building, bringing the estimated cost down to 6.5 to 8 million, still considerably higher than available funding. After a very lengthy discussion, including comments received from members of the design team and members of the public, by a unanimous Roll Call Vote the assembly passed the following motion: to temporarily pause the current process for the project and delegate the manager to investigate all alternative options for a lower priced police/jail facility, reporting back on other

possibilities. The motion allowed for the manager to do whatever he believes necessary to come up with a lower cost alternative for a police/jail facility.

D. Regular Meeting Dates and Times After a brief discussion, retaining the current regular meeting schedule (the first Monday of the month at noon and the third Monday of the month at 7:00 p.m.) was approved by a 4-2 vote, Mayor Jensen and Assembly Member Hoag opposed. Both Hoag and Jensen believed the general public would be better served and have more opportunity to participate in local government if both bi-monthly meetings were in the evening.

- 17. EXECUTIVE SESSION** By a Roll Call Vote of 5-1 (member Hoag opposed) the Assembly recessed to Executive Session to discuss with Borough Attorney Jim Brennan courses of action that can be taken concerning the Borough's funding and membership obligations to the Thomas Bay Power Authority, of which further disclosure of information would have an adverse effect upon the finances of the Borough. Member Hoag believed the discussion could be held in public forum.

Assembly to Executive Session at 9:50 p.m.

Regular Session was reconvened at 10:15 p.m.

The assembly discussed that the Mayor and Vice-Mayor have been invited to attend the April SEAPA (Southeast Alaska Power Agency) board meeting and take a tour of facilities. It is hoped that more information can be obtained regarding SEAPA's intended future relationship with TBPA.

- 18. ADJOURN** The meeting adjourned at 10:17 p.m.

Date Approved

MINUTES OF THE PETERSBURG BOROUGH ASSEMBLY MEETING, REGULAR SESSION, HELD MONDAY, APRIL 1, 2013 AT 12:00 P.M. IN THE ASSEMBLY CHAMBERS OF THE MUNICIPAL BUILDING

1. **CALL TO ORDER/ROLL CALL** Vice Mayor Flint called the meeting to order at 12:00 p.m. Present: Vice Mayor Flint; Mayor Jensen (by telephone); and Assembly Members Lagoudakis, Hoag, Strand, Havrilek and Wohlhueter.
2. **VOLUNTARY PLEDGE** The Pledge was recited.
3. **APPROVAL OF MINUTES** There are no minutes available for approval.
4. **AMENDMENT AND APPROVAL OF MEETING AGENDA** The meeting agenda was amended to include 16B, a discussion on supporting the Sealaska Institute's position on sea otter use. The agenda, as amended, was approved.

5. **PUBLIC HEARINGS AND BID AWARDS**

A. Tamico, Inc. Appeal of the Borough Manager's Denial of Protest to the Borough's Notice of Intent to Award the North Harbor Reconstruction Project to Western Dock and Bridge. Vice Mayor Flint read the hearing process that would be used.

1. The appellant, Tamico Jim Martinsen, Vice President of Tamico, on Oath, presented his grounds for appeal of the manager's protest denial. Martinsen contended the Borough should award the construction of the North Harbor Project to Tamico. He provided several reasons for making such award. If not awarded to Tamico, the project should be re-bid.

2. Borough Manager grounds for denying the Tamico protest Borough Manager Giesbrecht, on Oath, provided his reasons for denying the Tamico protest.

3. Appellant allowed final argument time Martinsen provided a rebuttal.

4. Borough Manager allowed final argument time Giesbrecht provided a brief final statement.

5. Assembly deliberation The Assembly was provided a chronology of events, plans & specifications for the project; the Borough's current Standard Specifications; the 1997 Standard Specifications, bid documents and correspondence to aid in deliberation. A vote on a motion to deny the Tamico appeal was postponed until the Assembly could meet with legal counsel to discuss legal ramifications. By a unanimous Roll Call Vote, the Assembly recessed to Executive Session to consult with legal counsel concerning the issues on appeal.

Assembly to Executive Session at 1:45 p.m.

Regular Session was reconvened at 2:01 p.m.

6. Assembly's formal action to grant or deny the appeal The motion made prior to Executive Session to deny the Tamico appeal was withdrawn. By a unanimous Roll Call Vote, a motion was passed to deny the Tamico appeal on the same factual grounds and legal basis as set forth in the Manager's decision in the denial of the protest.

B. Award of North Harbor Reconstruction Project By a unanimous Roll Call Vote, the Assembly accepted the engineer's recommendation and awarded the North Harbor Reconstruction Project to low responsive bidder Western Dock & Bridge in an amount not to exceed \$7,090,670.

6. **VISITORS' VIEWS RELATED TO AGENDA** No comments.

7. **VISITORS' VIEWS UNRELATED TO AGENDA** None.

8. **BOARD, COMMISSION AND COMMITTEE REPORTS** None.
9. **CONSENT AGENDA** No Items
10. **REPORT OF OTHER OFFICERS**
A. Finance Director - FY 2014 Budget Timetable Finance Director Tow reviewed the upcoming budget process and provided a budget calendar.
11. **MAYOR'S REPORT**
A. Appointments to Ad Hoc Sea Otter Management Committee The following individuals were appointed to the committee: Assembly Member Wohlhueter (chairman); Joan Koutzer; Mike Bangs, Andy Knight, Frank Neidiffer, Dave Somerville, Jason Duggen, Brenda Louise, Brian Lynch, John Jensen and Dave Beebe.
12. **MANAGER'S REPORT** Manager Giesbrecht reviewed his written report.
13. **UNFINISHED BUSINESS**
A. Borough
1. Juneau Appeal The Attorney General's Office, representing the LBC, has utilized an automatic thirty day extension provision to respond to Juneau's appeal. Since the Borough wants to coordinate with the State, our argument brief will be filed at about the same time as the AG's. Briefs are now due May 6.
2. Future Transition Items None.
B. Redistricting No new information. No need for action per legal counsel.
C. SEAPA and D. Hittle & Associate's O & M Report No new information.
14. **NEW BUSINESS**
A. Ordinance #2013-5: An Ordinance Adjusting the FY 2013 Budget to Address Known Changes By a unanimous Roll Call Vote, the Ordinance was approved, as amended, in its first reading.
B. Resolution #2013-10: A Resolution Authorizing a Grant Application and Acceptance of Federal Funds for Purchase of an ADA Complaint Vehicle Resolution #2013-10 was unanimously approved by Roll Call Vote. The Resolution gave consent to the Borough Manager to apply for and administer grant funds for the purchase of an ADA compliant vehicle. The Borough's Motor Pool Committee has recommended to budget matching funds in the FY 2014 budget in the amount of \$27,925.
C. Authorization to Amend Assessor's Professional Services Contract By unanimous Roll Call Vote, the Assembly authorized the Professional Services contract be amended by \$30,000 to include the cost of beginning assessment work for borough areas outside of service area one.
15. **COMMUNICATIONS**
A. Notice of State Land Sale - Lots at Frederick Point North Vice Mayor Flint acknowledged receipt of notice from the State of Alaska, Department of Natural Resources informing that four lots at Frederick Point North are available for sale by public auction.
16. **ASSEMBLY DISCUSSION ITEMS**
A. Recognitions
1. Thank yous Assembly Member Hoag extended appreciation to Manager Giesbrecht for the extra work and time he has placed into looking for alternatives in a police building. Assembly Member Strand thanked and recognized all those courteous drivers who use their vehicle turn signals. Assembly Member Havrilek thanked the Parks & Rec and Library departments for the excellent programming offered to our residents.

B. Sealaska Heritage Institute Assembly Member Wohlhueter introduced a resolution for consideration at the next meeting that would support State funding toward Sealaska's sustainable arts project that reintroduces skin sewing to produce and market sea otter handicrafts.

- 17. EXECUTIVE SESSION** The assembly voted unanimously to recess to Executive Session to meet with the borough's negotiating team for the IBEW contract to discuss the negotiation status.

Assembly to Executive Session at 2:30 p.m.

Regular Session was reconvened at 2:41 p.m.

- 18. ADJOURN** The meeting adjourned at 2:41 p.m.

Date Approved

MINUTES OF THE PETERSBURG BOROUGH ASSEMBLY MEETING, 2ND REGULAR MEETING OF THE MONTH, HELD MONDAY, APRIL 15, 2013 AT 7:00 P.M. IN THE ASSEMBLY CHAMBERS OF THE MUNICIPAL BUILDING

1. **CALL TO ORDER/ROLL CALL** Vice Mayor Flint called the meeting to order at 7:00 p.m. Present: Vice Mayor Flint; Assembly Members Wohlheuter, Strand and Lagoudakis. Absent: Mayor Jensen and Assembly Members Havrilek and Hoag (all excused).
2. **VOLUNTARY PLEDGE** The Pledge was recited.
3. **APPROVAL OF MINUTES THERE ARE NO MINUTES AVAILABLE FOR APPROVAL.** There are no minutes available for approval.
4. **AMENDMENT AND APPROVAL OF MEETING AGENDA** The agenda was amended to include introduction of a resolution proposed by the Ad Hoc Sea Otter Management Committee. The agenda, as amended, was approved.
5. **PUBLIC HEARINGS AND BID AWARDS**
 - A. **Public Hearing on Ordinance #2013-5: An Ordinance Adjusting the FY 2013 Budget to Address Known Changes** Vice Mayor Flint called for comments. No comments were received.
 - B. **Professional Services Contract Award: Periodic Safety Inspections at Cabin Creek and City Creek Dams** Both dams are mandated by the State of Alaska for inspection every three years. Two firms responded to the Borough's solicitation for professional services for the inspections. By a unanimous Roll Call Vote the Assembly accepted the Water Utility Department's recommendation and awarded the contract to PND Engineers of Seattle for a price not to exceed \$17,400.
 - C. **Bid Award -Wastewater Pump Station 5 Replacement Project**

Only one bid was received in response to the Borough's solicitation made earlier in the year. The bid received exceeded both the engineer's estimate and funding available for the project. Because the project is time sensitive and funding tight, the Alaska Department of Environmental Conservation (the primary funding agency for the project) authorized the Borough to negotiate a construction contract price with lone bidder Rock-N-Road Construction. By unanimous Roll Call Vote the Assembly accepted the Public Works Department's recommendation and authorized a construction contract for the Wastewater Pump Station 5 Replacement Project to Rock-N-Road Construction for the negotiated amount not to exceed \$662,757.
6. **VISITORS' VIEWS RELATED TO AGENDA** None.
7. **VISITORS' VIEWS UNRELATED TO AGENDA**
 - A. **Jason Anderson, US Forest Service District Ranger** Mr. Anderson updated the Assembly on the progress made with Mental Health Land Trust to obtain a needed land easement for the upgrade to Raven's Roost Trail. Anderson informed the Forest Service will participate in the One People Canoe Society's early May event celebrating the Chief Shakes Island Rededication. Canoe teams from all over Southeast will canoe to Wrangell to participate in the celebration. As part of the One People's part in the celebration, a campground facility is needed in Petersburg for one evening to accommodate the canoe teams and their spotting vessels coming from northern southeast communities. One People and the Forest Service requested use of Sandy Beach Park as a camping area for their participants. By unanimous Roll Call Vote the Assembly passed Resolution #2013-12 granting permission to the One People Canoe Society to camp at Sandy Beach Park for the evening of April 29, 2013. Parks and

Recreation Director Hayes was authorized to work with the group to address their accommodation needs.

B. Kake Electrical Intertie and Road Projects Mike Stainbrook, borough resident and property owner, updated the assembly on the two projects. The draft environmental impact statements for the projects are being performed separately with the Intertie draft EIS coming out first, sometime after May. Stainbrook encouraged the Borough Assembly, Kupreanof Council and all residents to comment on the EIS, both before its release and especially after. Three possible routes for the electrical intertie are being reviewed. Stainbrook asked the assembly to study the projects on an inclusive borough-wide scale and fulfill an election promise to use its authority to influence a project within the borough boundaries. He asked that the Borough and City of Kupreanof begin and continue discussions on both the intertie and road projects. He concluded by asking the assembly to use any authority it has to prohibit an intertie project being placed anywhere within the Petersburg Creek estuary.

8. **BOARD, COMMISSION AND COMMITTEE REPORTS** None.
9. **CONSENT AGENDA NO ITEMS** None.
10. **REPORT OF OTHER OFFICERS** None.
11. **MAYOR'S REPORT** Vice Mayor Flint informed that Mayor Jensen is due back by the end of the month; and she and the Mayor Jensen plan to attend the April SEAPA meeting in Ketchikan.
12. **MANAGER'S REPORT** In addition to reviewing his written report, Manager Giesbrecht announced two of the names and qualifications of three Police Chief candidates selected to come to the community for interview. The third selected candidate has not yet confirmed their attendance.
13. **UNFINISHED BUSINESS**
 - A. **Ordinance #2013-5: An Ordinance Adjusting the FY 2013 Budget to Address Known Changes. 2nd Reading.** The Ordinance was approved in second reading by a unanimous Roll Call Vote.
 - B. **Borough**
 1. **Juneau Appeal** The LBC and Petersburg Borough briefs are due May 6.
 2. **Future Transition Items** No new items.
 - C. **Redistricting** No new information.
 - D. **SEAPA and D. Hittle & Associate's O & M Report** The City of Ketchikan has voted to proceed with an analysis of the future individual sale of the SEAPA projects. The Assembly postponed conducting a work session or special meeting on the matter until the Mayor and Vice Mayor return from their attendance to the April SEAPA board meeting.
14. **NEW BUSINESS**
 - A. **Ordinance #2013-6: An Ordinance Providing for Chapter 14.30, of the Municipal Code, Entitled "Mountain View Manor Elderly Housing and Assisted Living Facility", Updating Rents to Current Levels and Applying the Provisions of this Ordinance on an Area-Wide Basis. 1st Reading.** The first reading of the proposed ordinance was passed, in title only, by a unanimous Roll Call Vote. A clerical correction was made to the ordinance. It was noted that the ordinance provides flexibility, with authority, for the director to determine how a vacancy will be filled. A brief discussion was held on the improving financial condition of the facility.
 - B. **Resolution #2013-11: A Resolution Requesting Support from the Legislature of the Sealaska Heritage Institute's Sustainable Arts Project - Reintroducing Skin Sewing to Produce and Market Sea Otter Handicrafts** Assembly member Wohlhueter informed action on the resolution will be too late to send to the Alaska Legislature for consideration this year, but passing the resolution will add to

Petersburg's track record in support of sea otter management in our region. The resolution developed by the Sea Otter Management Committee will be introduced later at this meeting. By Roll Call Vote, the resolution was unanimously approved.

C. Authorization to Amend Professional Services Agreement with Dowl HKM

The Borough entered into a professional services agreement with Dowl HKM on January 8, 2013 for the design study portion of the Pump Station Force Main Replacement Project. In order to construct the force main improvements concurrent with the South Nordic resurfacing project to be performed by Alaska DOT, the borough will need 95% plans/specs for the new force main by June 1. By unanimous Roll Call Vote, the Assembly accepted the Public Works Department's recommendation and authorized the professional services agreement with Dowl HKM be amended to include final design services for a cost not to exceed \$97,780. Funding for the project is by a loan already approved, but not yet received, from ADEC. If loan proceeds are not received in time for the project, reserve funds will be used.

15. COMMUNICATIONS

A. Notification of Tidelands for Sale Vice Mayor Flint acknowledged receipt of Mike and Barb Luhr's March 27 letter indicating that they would give first rights of refusal to the borough for purchase of their property at 101A Harbor Way. The matter was referred to the Harbors & Ports Advisory Board for review.

B. Thomas Bay Power Authority Budget Flint also acknowledged receipt of TBPA proposed FY 2014 budget. She anticipated the budget will be reviewed at the next assembly meeting.

C. No EIS for Herbicide Spraying Assembly member Lagoudakis informed that Mr. Joe Sebastian had told her the State has determined it will not perform environmental assessments for herbicide spraying. Mr. Sebastian and fellow borough resident Barry Bracken are drafting a resolution for the assembly to consider on this matter at a future date.

16. ASSEMBLY DISCUSSION ITEMS

A. Recognitions

1. In Memory Fire/EMS Director Dixson informed of the passing of department volunteer Jon Stephen. Jon had been a member of the department since July, 1965. In honor of his commitment to the community, his memorial service will be held at Station One on Sunday, April 22 from 2-4 p.m. The community is invited to attend the service.

2. Thank you Assembly Member Wohlhueter thanked the members of the Sea Otter Ad Hoc Committee for their time and help in crafting a new resolution to encourage improved management of sea otters.

B. Committee Recommendation Wohlhueter presented a copy of the proposed resolution that the Ad Hoc Sea Otter Management Committee has recommended for adoption. The resolution requests the State of Alaska petition the Federal government to relinquish sea otter management to the State in accordance with Article 8 of the Alaska State Constitution. The resolution will be considered by the assembly at a future meeting.

C. Collapsed Building Flint questioned the time frame for cleanup of a collapsed warehouse structure that fell into Hammer Slough some time ago. Staff members indicated they will be prompting the property owner to cleanup the debris prior to this year's Little Norway festival.

D. Budget Work Session Budget work sessions will be held at noon on Monday, April 22 and Friday, April 26 at noon.

E. Absence Member Wohlhueter will miss the May 6 meeting, but plans to participate by phone.

17. ADJOURN The meeting adjourned at 7:47 p.m.

Date Approved

Page 3 of 4

MRV ARCHITECTS, PC

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

Project: Petersburg Library
Subject: Shelving Procurement Bid Award Recommendation

Memo

To: Tara Alcock
cc: Leo Luczak, Stephen Giesbrecht, Dan LaForce
From: Corey Wall
Date: April 11, 2013

MRV 0826.11

Hello Tara-

The Petersburg Library Shelving Procurement bid opening was completed on April 11, 2013. We had a total of 3 suppliers who bid the project—none of whom were eligible for the Local Bidders Preference. Bids ranged from \$168,803 to \$179,000. All of the bids were well below the funds available.

Think Office, LLC was the low bidder on the project with a bid of \$168,803. We recommend awarding the project to Think Office, LLC.

Please do not hesitate to contact me with questions.

Sincerely,



Corey Wall, AIA



April 19, 2013

**Think Office, LLC
1320 E 68th Avenue, Suite 101
Anchorage, AK 99518**

Attn: Mr. Kael Ladegard, Project Manager

**Re: Notice of Intent to Award
Petersburg Library Shelving Procurement**

Dear Mr. Ladegard;

The Petersburg Library Architect and Project Team members have reviewed the bids submitted April 11, 2013 for the above referenced project. The bid from Think Office, LLC for the total project amount of \$168,803.00 was deemed the lowest responsive bid for the project, consistent with the available construction funds.

Accordingly, this letter will constitute your Notice of Intent to Award.

We appreciate your bid, and look forward to a highly successful construction project for both parties.

Sincerely,

**Stephen Giesbrecht, Borough Manager
Petersburg Borough
PO Box 329
Petersburg, Alaska 99833**

**Borough Administration
PO Box 329, Petersburg, AK 99833 – Phone (907) 772-4519 Fax (907)772-3759
www.ci.petersburg.ak.us**

Attachment I

PETERSBURG BOROUGH

SHELVING PROCUREMENT FOR THE NEW PETERSBURG PUBLIC LIBRARY

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

1.02 FOR:

A. Petersburg Library Shelving Procurement

1.03 DATE: 4/9/13 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name THINK OFFICE LLC

1. Address 1320 E 68th AVE SUITE 101

2. City, State, Zip ANCHORAGE, AK 99518

1.05 OFFER

A. Having examined the all matters referred to in the Request for Proposals and the Petersburg Public Library Shelving Package for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the LUMP SUM of:

B. \$ 168,803.00, in lawful money of the United States of America.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.

1.07 CONTRACT TIME


- A. If this Bid is accepted, we will complete the Work by the dates required by the Request for Proposals.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1 Dated 4/5/2013.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.

1.09 BID FORM SIGNATURE(S)

- A. THINK OFFICE, LLC
(Bidder - print the full name of your firm)
- B. 
(Authorized signing officer, Signature in Ink)
- C. Kael Ladegard
(Authorized signing officer - print full name)
- D. Business Development Exec.
(Authorized signing officer - print title)

Bid Form Ends.

MRV ARCHITECTS, PC

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

Project: Petersburg Library
Subject: FF&E Procurement Bid Award Recommendation

Memo

To: Tara Alcock
cc: Leo Luczak, Stephen Giesbrecht, Dan LaForce
From: Corey Wall
Date: April 11, 2013

MRV 0826.11

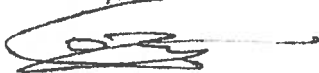
Hello Tara-

The Petersburg Library FF&E Procurement bid opening was completed on April 11, 2013. We had a total of 2 suppliers who bid the project—neither of whom was eligible for the Local Bidders Preference. Bids ranged from \$189,013 to \$199,425. Both of the bids were below our estimated bid amount of \$200,000 and well below the funds available.

Think Office, LLC was the low bidder on the project with a bid of \$189,013. We recommend awarding the project to Think Office, LLC.

Please do not hesitate to contact me with questions.

Sincerely,



Corey Wall, AIA



April 18, 2013

Think Office, LLC
1320 E 68th Avenue, Suite 101
Anchorage, AK 99518

Attn: Mr. Kael Ladegard, Project Manager

Re: Notice of Intent to Award
Petersburg Library FF&E Procurement

Dear Mr. Ladegard;

The Petersburg Library Architect and Project Team members have reviewed the bids submitted April 11, 2013 for the above referenced project. The bid from Think Office, LLC for the total project amount of \$189,013.00 was deemed the lowest responsive bid for the project, consistent with the available construction funds.

Accordingly, this letter will constitute your Notice of Intent to Award.

We appreciate your bid, and look forward to a highly successful construction project for both parties.

Sincerely,

Stephen Giesbrecht, Borough Manager
Petersburg Borough
PO Box 329
Petersburg, AK 99833

Borough Administration
PO Box 329, Petersburg, AK 99833 – Phone (907) 772-4519 Fax (907)772-3759
www.ci.petersburg.ak.us

Attachment I

PETERSBURG BOROUGH

FF&E PROCUREMENT FOR THE NEW PETERSBURG PUBLIC LIBRARY

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

1.02 FOR:

A. Petersburg Library FF&E Procurement

1.03 DATE: 4/9/13 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Think Office LLC
1. Address 1320 E 68th Ave #101
2. City, State, Zip Anchorage, AK 99518

1.05 OFFER

- A. Having examined the all matters referred to in the Request for Proposals and the Petersburg Public Library Furniture Package for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the LUMP SUM of:
- B. \$ 189,013.00, in lawful money of the United States of America.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will complete the Work by the dates required by the Request for Proposals.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # N/A Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.

1.09 BID FORM SIGNATURE(S)

- A. Think Office LLC
(Bidder - print the full name of your firm)
- B. 
(Authorized signing officer, Signature in Ink)
- C. Kael Ladegard
(Authorized signing officer - print full name)
- D. Business Development Exec.
(Authorized signing officer - print title)

Bid Form Ends.

Memorandum



To: Mayor and Borough Assembly
CC: Borough Manager
From: Leo Luczak
Date: 4/16/2013
Re: Bid Award

On March 29, 2013 we opened bids for the School District Covered Porch project. This is to construct a covered porch on the west side of the School Administration Building.


We received the following bids;

North Pacific Erectors	\$30,250.00
H Construction	\$44,500.00
Vern Craig	\$32,600.00
Rainforest Construction	16,977.00
Bird Construction	10,672.00

The bid from Bird Construction also included a possible cost of \$1800.00 if examination of the fill around the porch requires that 4 piling be driven to support the roof.

I recommend that the School District Covered Roof project be awarded to Bird Construction for a cost not to exceed \$12,472.00.

MEMORANDUM

TO: STEVE GIESBRECHT, BOROUGH MANAGER
FROM: KARL HAGERMAN, PUBLIC WORKS DIRECTOR 
SUBJECT: CLAUSEN MUSEUM SITE IMPROVEMENTS – AWARD RECOMMENDATION
DATE: 4/25/2013
CC: KATHY O'REAR, BOROUGH CLERK

The Public Works department recently issued an Invitation to Bid for the Clausen Memorial Museum Site Improvements Project. This project will serve to replace the failing retaining wall at the site, upgrade the storm drain system adjacent to the site and excavate/ backfill the yard with shot rock in order to provide a solid foundation for potential future museum expansion plans. The project was advertised in the Petersburg Pilot for three weeks and the bid opening was held on April 19th at 2:00 pm in the Assembly Chambers.

The solicitation resulted in two bids being received. Bidders were Reid Brothers Construction and Rock N Road Construction – both of Petersburg. Both bidders were found to be responsive and responsible to the bid requirements. The outcome of the bid process is presented below:

	<u>Total Bid</u>
Engineer's Estimate	\$81,795.00
Reid Brothers Construction	\$46,449.24
Rock N Road Construction	\$67,147.70

Public Works has reviewed the bids, found no irregularities and hereby recommends award to the apparent low bidder, Reid Brothers Construction. An Intent to Award letter, informing the bidders of this recommendation, was sent to all bidders on April 22, 2013.

It is recommended by the Public Works department that the Borough Assembly award the Clausen Memorial Museum Site Improvements Project to Reid Brothers Construction, Inc. for a price not to exceed \$46,449.24.

Please contact me with any questions. Thank you.

May 1, 2013

To the Borough Clerk Kathy O'Rear

Hello and thank you.

Please include in the next Borough Meeting on May 6th this Agenda Item:

A Resolution of the Borough of Petersburg that Petersburg Creek and Estuary should be protected from encroachment by an electrical corridor or electrical power lines.

Please include in this Agenda Item consideration and discussion of a timely preliminary response to the Draft Environmental Impact Statement for the Kake -Petersburg Intertie. Please consider this Resolution as a part of the Borough's comments submitted for the Draft EIS.

Enclosed is a copy of the Resolution.

Kathy, I am not sure of the protocol to get this on the Agenda or how it needs to be formatted. If this needs to be tweaked or phrased in a different way use your judgment or give me or Karin a shout on the phone. Karin's # is 518-1555 and mine is 518-0760. My phone has been acting up.

Thank you very much, Mike Stainbrook

Phone 518 0760

Email: mstainbrookak@hotmail.com

A Resolution of the Borough of Petersburg that Petersburg Creek and Estuary should be protected from encroachment by an electrical corridor or electrical power lines

WHEREAS Petersburg Creek drainage and estuary is a treasure to this community and deserves special protection now and for the future; and

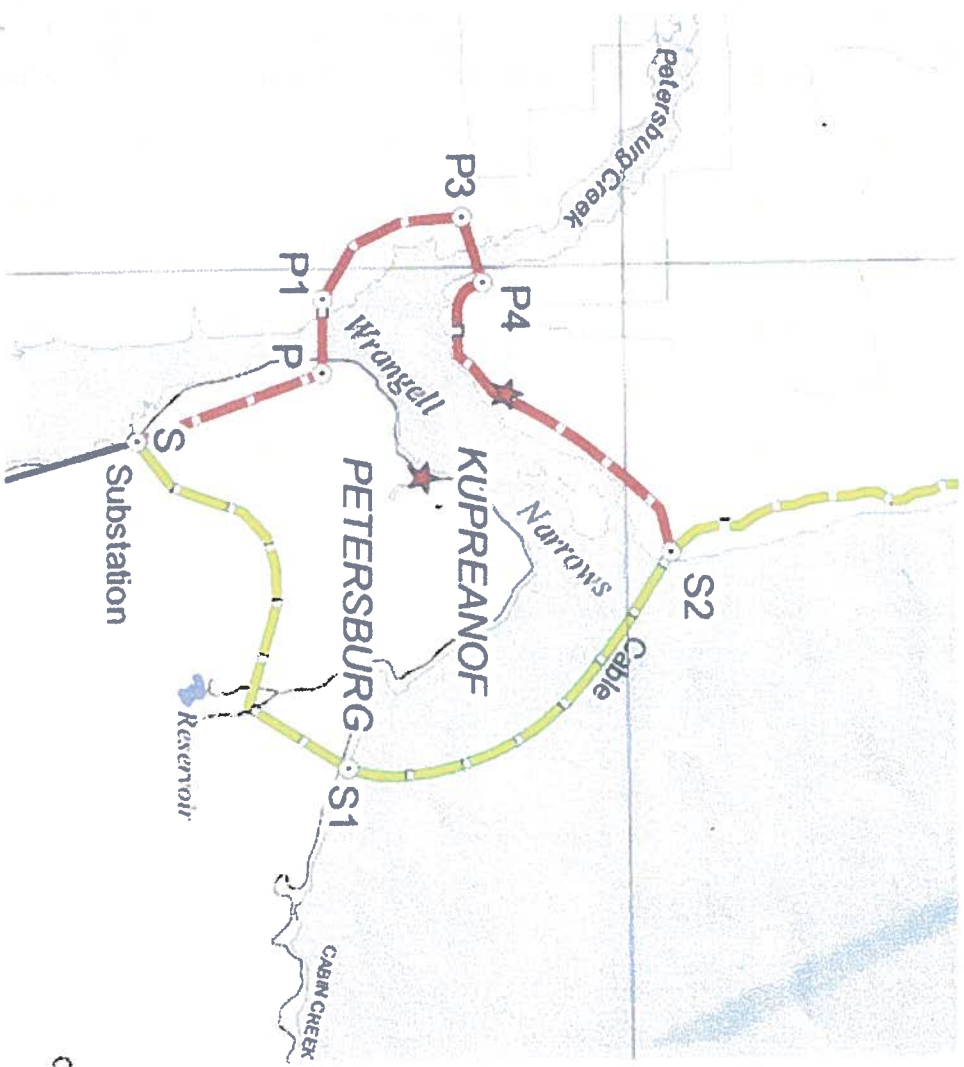
WHEREAS Petersburg Creek has been used and loved for generations as a recreation site by young, old, residents and tourists alike; and

WHEREAS the construction of a power transmission corridor and lines across, thru or under Petersburg Creek will permanently affect the habitat, experience of users and visual beauty of this area; and

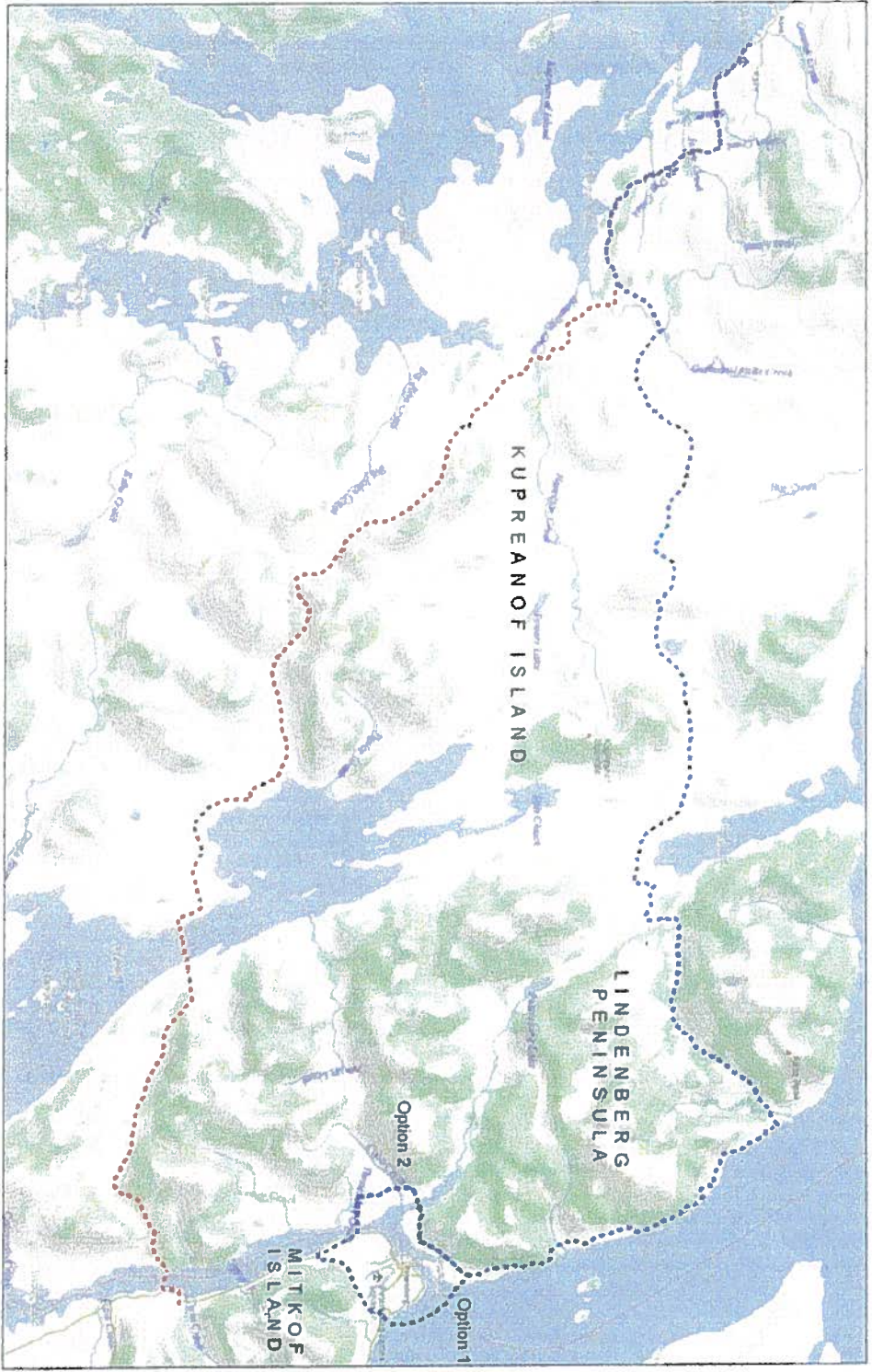
WHEREAS the Borough of Petersburg recognizes Kake's need for affordable electric power and also recognizes there are alternative routes that would both allow for transmission of power to Kake and for protection of Petersburg Creek;

NOW THEREFORE BE IT RESOLVED THAT THE BOROUGH OF PETERSBURG believes that Petersburg Creek should be left as it is with no encroachment from an electrical corridor or electrical power lines and that an alternate route be chosen.

Alternative Northern Route Options



Northern and Center-South Routes



Alaska Gaming Operator Contract

This contract is made and entered into this 26 day of November, 2012 by and between James M Swainson herein referred to as the "operator" and Viking Swim Club a municipality or qualified organization permitted to conduct gaming activities under AS 05.15, herein referred to as the "permittee."

WITNESSETH

1. Operator's License

The operator holds a current Operator's License, number OL 51, issued by the Alaska Department of Revenue on the 1 day of January, 2012 under the provisions of AS 05.15 and regulations adopted under this chapter.

2. Operator's Bond

The operator has posted a bond or security with the State of Alaska in the amount of \$ 25,000.00 under the provisions of AS 05.15.122(b) (5), AS 05.15.167 and regulations adopted under this charter. (on file w/ State)

3. Operator's Liability Insurance

In conformity with AS 05.15.122(b)(4) and regulations adopted under this chapter, operator has obtained liability insurance for the following gaming locations, items, and minimum coverages:

James M. Swainson
200 Chief John Lott / PO Box 1510
Petersburg AK 99833

(attach additional sheets if necessary)

Should the liability insurance be cancelled for any reason, the operator shall immediately notify the State of Alaska, Department of Revenue, Tax Division, Gaming Group and the permittee of such cancellation. In the event of cancellation, the permittee reserves the right to terminate the contract under section 17 of this contract.

4. Gaming Permit

The permittee holds a current permit, number 1750, issued by the Alaska Department of Revenue on the 1 day of January, 2012 under the provisions of AS 05.15 and regulations adopted under this chapter.

5. Member in Charge

The permittee has designated Andrew Carlisle, whose address is PO Box 1936, a bona fide member of Viking Swim Club since 2007, as primary member in charge of gaming, and is duly authorized to sign this contract with the operator referenced in paragraph 1. The permittee has designated Craig Evens whose address is PO Box 585 PS6 AK 99833, a bona fide member of Viking Swim Club since 2005, as alternate member in charge of gaming. Both the primary and alternate members in charge have passed the test required by AS 05.15.122.

Alaska Gaming Operator Contract

This contract is made and entered into this 21 day of November, 2012 by and between James M. Swainson herein referred to as the "operator" and Petersburg Little League a municipality or qualified organization permitted to conduct gaming activities under AS 05.15, herein referred to as the "permittee."

WITNESSETH

1. Operator's License

The operator holds a current Operator's License, number OL 51, issued by the Alaska Department of Revenue on the 1 day of January, 2012 under the provisions of AS 05.15 and regulations adopted under this chapter.

2. Operator's Bond

The operator has posted a bond or security with the State of Alaska in the amount of \$ 25,000.00 under the provisions of AS 05.15.122(b) (5). AS 05.15.167 and regulations adopted under this charter. (on file w/ State)

3. Operator's Liability Insurance

In conformity with AS 05.15.122(b)(4) and regulations adopted under this chapter, operator has obtained liability insurance for the following gaming locations, items, and minimum coverages:

James M. Swainson
200 Chief John Lott / PO Box 1510
Petersburg AK 99833

(attach additional sheets if necessary)

Should the liability insurance be cancelled for any reason, the operator shall immediately notify the State of Alaska, Department of Revenue, Tax Division, Gaming Group and the permittee of such cancellation. In the event of cancellation, the permittee reserves the right to terminate the contract under section 17 of this contract.

4. Gaming Permit

The permittee holds a current permit, number 1303, issued by the Alaska Department of Revenue on the 1 day of January, 2012 under the provisions of AS 05.15 and regulations adopted under this chapter.

5. Member in Charge

The permittee has designated Dwaine Bell, whose address is 1005 Lake St. PS6, AK a bona fide member of Petersburg Little League since 1995, as primary member in charge of gaming, and is duly authorized to sign this contract with the operator referenced in paragraph 1. The permittee has designated Ted Sandhoffer, whose address is 1217 N. Nordic Drive PS6 AK, a bona fide member of Petersburg Little League since 2006, as alternate member in charge of gaming. Both the primary and alternate members in charge have passed the test required by AS 05.15.122.

Alaska Gaming Operator Contract

856

This contract is made and entered into this 23rd day of November, 2012 by and between James M. Swanson herein referred to as the "operator" and Sons of Norway a municipality or qualified organization permitted to conduct gaming activities under AS 05.15, herein referred to as the "permittee."

WITNESSETH

1. Operator's License

The operator holds a current Operator's License, number OL 51, issued by the Alaska Department of Revenue on the 23rd day of November, 2012 under the provisions of AS 05.15 and regulations adopted under this chapter.

2. Operator's Bond

The operator has posted a bond or security with the State of Alaska in the amount of \$ 25,000.00 under the provisions of AS 05.15.122(b) (5), AS 05.15.167 and regulations adopted under this charter.
(on file w/ State)

3. Operator's Liability Insurance

In conformity with AS 05.15.122(b)(4) and regulations adopted under this chapter, operator has obtained liability insurance for the following gaming locations, items, and minimum coverages:

James M. Swanson
Zoo Chief John Lott
Petersburg AK 99833

(attach additional sheets if necessary)

Should the liability insurance be cancelled for any reason, the operator shall immediately notify the State of Alaska, Department of Revenue, Tax Division, Gaming Group and the permittee of such cancellation. In the event of cancellation, the permittee reserves the right to terminate the contract under section 17 of this contract.

4. Gaming Permit

The permittee holds a current permit, number 187, issued by the Alaska Department of Revenue on the 1 day of January, 2012 under the provisions of AS 05.15 and regulations adopted under this chapter.

5. Member in Charge

The permittee has designated Jane Vick, whose address is PO Box 613 PSG, AK, a bona fide member of Sons of Norway, since 1980, as primary member in charge of gaming, and is duly authorized to sign this contract with the operator referenced in paragraph 1. The permittee has designated Sally Dwyer whose address is PO Box 1788 PSG AK, a bona fide member of Sons of Norway, since 1978, as alternate member in charge of gaming. Both the primary and alternate members in charge have passed the test required by AS 05.15.122.

856

Kathy O'Rear

From: Glorianne Wollen
Sent: Wednesday, April 24, 2013 2:20 PM
To: Kathy O'Rear
Cc: Debra Thompson; Mark Jensen; Mark Jensen
Subject: Harbor Board position

Hi Kathy,

The Harbor Board recommended at their meeting today to have the Assembly appoint Bob Dolan to the vacant seat.

Thanks Glo

Glorianne Wollen/Harbormaster



Petersburg Borough
Port and Harbor Department
PO Box 329
Petersburg, Alaska 99833
907-772-4688 voice
907-772-4687 fax

Petersburg Borough Assembly
Attn: Mayor Mark Jensen
PO Box 329
Petersburg, AK 99833

3/31/13

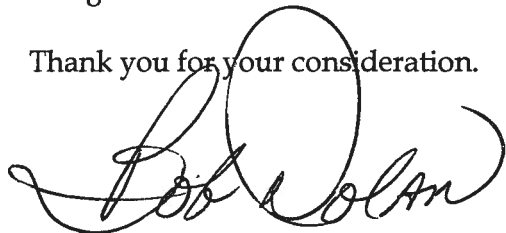
Dear Mr. Mayor,

I would like to respectfully submit my name as an interested person in serving in the open position on the Borough Harbor Advisory Board.

I am a longtime local commercial fisherman and proudly moor my vessel in the Petersburg North Harbor. I live in the City of Kupreanof and have back ground in local city politics. I also have a keen interest in participating in future Harbor development and Borough waterfront issues.

I believe the maintenance and future development of Borough port facilities is vital to the well being of the area and all residents.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Bob Dolan". The signature is written in a cursive style with a large, prominent loop at the beginning.

Bob Dolan
F/V Jaleo

Kathy O'Rear

From: Jim Stromdahl [harbor01@aptalaska.net]
Sent: Wednesday, March 20, 2013 11:24 AM
To: Kathy O'Rear
Subject: harborboard

I would like to put my name in for the Petersburg Harbor Advisory Board. Jim Stromdahl



Manager's Report

May 6, 2013

1. The Police Chief search is complete. Kelly Swihart, his wife Mindy, and their three children have agreed to be our next "Police First Family".
2. The bathroom at Sandy Beach should be reopened within the next two weeks after being closed for several years.
3. Some activities coming up in Parks & Rec.; CoH2O Triathlon, Lope the Loop, Little Norway Paddle Battle (ping pong tournament), and the opening games for Little League.
4. The Assessor will be in town the week of May 13 to work on any property appeals. Any not settled with the Assessor will be scheduled for the Board of Equalization at the May 20th Assembly meeting.
5. 408 Senior Citizen Tax Exempt cards issued since becoming a Borough.
6. Milestone on the Blind Slough Hydro project; the hatchery is now fed by an underground circuit, and the old overhead spans have been removed.
7. The new electrical service for the library has been completed.
8. Our EMS group conducted a joint drill with the Aquatic Center employees and our Police Dispatch unit.
9. Spring clean-up in the Harbors, power washing the floats, grids and docks.
10. Thanks to the Harbor staff, Motor Pool, Piston and Rudder and Reid Brothers for their help in the rebuild of the mechanics on both the cranes in preparation for the annual inspection.
11. Added five new boats to the fleet this spring, and continue to struggle with the good problem of having more boats who want to be here than we have space.

Administration

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

www.ci.petersburg.ak.us



12. Multiple felony verdicts from the trial. Nice to send Jim and Heidi off to their pending retirement with such a huge success.
13. The library is scheduled to close on July 26 and reopen in the new facility on September 3. A grand opening celebration is tentatively scheduled for September 21.
14. Downtown paving project is progressing. The Contractor found a problem in an old sewer line that is being fixed prior to the pavement being laid. The plan is to have Main Street paved prior to Mayfest; however Excel street may not be paved in time.
15. Staff working on painting parking lot lines and crosswalks as weather allows.
16. Pump Station 5 work will start soon with the Borough clearing the site of trees prior to the Contractor mobilization.
17. We are still working towards having all of Elderly Housing smoke free.
18. Manor still full with waiting lists.

Administration

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

www.ci.petersburg.ak.us

**PETERSBURG BOROUGH
ORDINANCE NO. 2013-5**

**AN ORDINANCE OF THE PETERSBURG BOROUGH ADJUSTING
THE FY 2013 BUDGET FOR KNOWN CHANGES**

Section 1. Classification: This ordinance is not of a permanent nature and shall not be codified in the Petersburg Municipal Code.

Section 2. Purpose: The purpose of this ordinance is to adjust the FY 2013 budget for known changes.

Section 3. Substantive Provisions: In accordance with Section 11.09(a) of the Charter of the Petersburg Borough, the budget for the fiscal period beginning July 1, 2012 and ending June 30, 2013 is adjusted as follows:

Explanation:

Necessary revisions in the FY 2013 budget were identified. These changes involve the increase of expenditure accounts and in some cases decreased cash flows to the fund balance of various funds. A short explanation of each budget revision is included.

<u>Account Number</u>	<u>Account</u>	<u>Increase</u>
FISCAL YEAR 2013 EXPENDITURE BUDGETS		
GENERAL FUND		
Police Department		
110.521.501500	Chief Recruitment	\$30,000
Costs related to the recruitment and relocation of a new police chief.		
110.521.501100	Police Department Payroll	\$33,000
Costs related for benefits paid out at retirement for two police officers.		
Parks and Recreation		
110.574.500110	Parks & Rec Payroll	\$13,000
Costs related for benefits paid out at retirement for Borough employee.		
CAPITAL PROJECTS FUND		
Passenger Port Dock / Rasmus Enge Bridge		
720.000.501960	Transfer Out of Passenger Port Dock Project	\$32,854.
Transfer remaining funds in the completed passenger port dock project to the Rasmus Enge Bridge project to purchase additional planks. (Both General Fund Capital Projects)		
North Harbor Reconstruction Fund / Property Development Fund		
734.000.501960	Transfer from North Harbor Project to Property Development Fund	\$200,000

Per Resolution #2029, approved on 11/29/2012, which was the supplemental budget transferring \$200,000 of Property Dev. Funds to the North Harbor Project, any overage in the in the North Harbor Project will be returned to the property development fund up to the \$200,000. The funds are being transferred back with the transfer above.

Landfill Slope Stabilization Project/North Harbor Dredge Spoils

440.000.501960	Transfer Out of Sanitation Enterprise Fund	\$250,000
260.000.501960	Transfer Out of Property Development Fund to Landfill Project	\$200,000

Project estimate is \$650,000 (\$250,000 more then estimated). Harbor Fund has already transferred \$200,000 for the project, Sanitation Department is transferring \$250,000, the remaining \$200,000 will be transferred from the Property Development Fund.

Crane Dock Project

736.000.501411	Architects/Engineers	\$83,756
----------------	----------------------	----------

Costs related to the approval of the PND contract approved for \$83,756 on March 4th. This new capital project is being funded by a State Grant.

Wastewater Pumpstation #1

735.000.501411	Architects/Engineers	\$270,000
----------------	----------------------	-----------

On August 20, 2012 Resolution #2023 was approved by the City Council authorizing a loan application to the Alaska Clean Water Fund to assist in funding improvements to Pump Station 1 in the amount of \$270,000.

ENTERPRISE FUND

Assisted Living Facility

480.000.500110	Assisted Living Regular Pay	\$48,000
480.000.500120	Assisted Living Overtime Pay	\$3,500
480.000.410240	Assisted Living Services Revenue	\$103,000

Costs related to having a full facility and adding additional assisted living rooms upstairs in manner. This also results in operating revenue exceeding budgeted amounts by \$103,000.

SPECIAL REVENUE FUND

Borough Transitional Fund

280.000.501320	Materials and Supplies	\$5,000
280.000.501360	Street Material/Snow Removal	\$3,000
280.000.501410	Professional Services	\$2,500
280.000.501412	Assessment Services	\$30,000
280.000.501413	Comprehensive Plan/Zoning/Mapping	\$20,000
280.000.501415	Attorney Expenses	\$40,000
280.000.501440	Advertising and Communications	\$2,000
280.000.402270	State Transitional Funding Revenue	\$300,000

Costs and State revenue expected related to the forming of the Petersburg Borough. This new special revenue fund is being formed to track the \$600,000 the Borough will receive for transition expenses over the next three years.

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 application to any person and circumstance shall not be affected.

Section 5. Effective Date: This ordinance shall become effective immediately after the date of its passage.

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

Mark Jensen, Mayor

ATTEST:

Kathy O'Rear, Clerk

Adopted:
Published:
Effective:

**PETERSBURG BOROUGH
ORDINANCE #2013-6**

**AN ORDINANCE PROVIDING FOR CHAPTER 14.30 OF THE MUNICIPAL CODE,
ENTITLED "MOUNTAIN VIEW MANOR ELDERLY HOUSING AND ASSISTED
LIVING FACILITY", UPDATING RENTS TO CURRENT LEVELS AND APPLYING
THE PROVISIONS OF THIS ORDINANCE ON AN AREA-WIDE BASIS**

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

Section 2. Purpose: The purpose of this ordinance is to update the rates currently charged for the management and operation of the Mountain View Manor Elderly Housing and Assisted Living Facility and to apply the provisions of this ordinance on an area-wide basis.

Section 3. Substantive Provisions: Chapter 14.30 of the former Petersburg City Code with amendments as noted herein, is hereby adopted as a Borough ordinance Code and shall read as follows:

Chapter 14.30 Mountain View Manor Elderly Housing and Assisted Living Facility

Sections

14.30.010 - Background information, purpose and intent of this chapter

14.30.020 - Elderly housing rental rates

14.30.030 - Assisted living rental rates, food and service charges

14.30.040 - Additional services

14.30.050 - Refunds and rebates

14.30.010 - Background information, purpose and intent of this chapter.

- A. Mountain View Manor (hereinafter, the "facility") is an elderly housing and assisted living facility owned and operated by the city of Petersburg Borough. The older portion of the facility, constructed in 1982, consists of ~~[twenty-four]~~ low and moderate income elderly housing units, where the rent is subsidized by the U.S. Department of Housing and Urban Development (HUD). The newer portion of the facility, constructed in 2004, consists of ~~[eight self-pay market rate elderly housing units and twelve]~~ assisted living ~~[elderly]~~ housing units. Federal or state subsidized eligible residents pay monthly rent based on their individual income qualification determinations.
- B. Mountain View Manor shall be governed by this chapter and any state or federal law or regulation that may supersede this chapter.
- C. This chapter is intended to establish rents and service charges for the facility that will provide revenues to sustain operation and maintenance expenses of the facility. This chapter is also intended to provide regulations for the operation of the facility for circumstances where the authority to prescribe regulations is not pre-empted by law or regulation of the state or federal governments.

[sections 14.30.020-060 were formerly reserved]

14.30.[070] .020 – Elderly housing rental rates.

The rental rates for the subsidized elderly housing units shall be market rates as approved by the Alaska Housing Finance Corporation as adjusted on an annual basis.

- B. ~~Residents of the eight self-pay elderly housing units with full kitchens shall match the market rent applicable to the section 8 subsidized elderly housing units for one and two-bedroom units as approved by the Alaska Housing Finance Corporation and adjusted on an annual basis.~~

14.30.[080] .030 - Assisted living rental rates, food and service charges.

- A. **Residents of the assisted living units with independent care plans shall pay monthly rent based on market rate elderly housing units for one and two-bedroom units as approved by the Alaska Housing Finance Corporation or at a rate set by the joint discretion of the finance director and elderly housing/assisted living director.**

- ~~A.~~ **B.** Residents of the ~~[twelve]~~ assisted living units with ~~[partial kitchens]~~ **care plans requiring assistance** shall pay rent, food and basic service charges, per unit, as follows:

- (1) Rent: One thousand twenty-five dollars per month or ninety percent of market rent applicable to the Section 8 subsidized elderly housing units for one **and two** bedroom units as approved by the Alaska Housing Finance Corporation and adjusted on an annual basis.
- (2) Food: Three hundred fifty dollars per month.
- (3) Service charges:

Self-pay units ~~[\$3,325.00]~~ **\$3860.00** per month for basic care

Double occupancy: An additional \$700.00 per month

Medicaid Service charges as approved and adjusted from
subsidized units time to time by Medicaid and Alaska Housing
Finance Corporation

- ~~B.]~~ **C.** Residents in assisted living units who require more care than required for basic care shall be charged for additional services based on a personal assessment determined by an accumulative point system established by this assisted living service plan:

Basic care (0-15 points)	No additional charge
Level I care (16-30 points)	\$350.00 per month
Level II care (31-45 points)	\$550.00 per month
Level III care (46-60 points)	\$750.00 per month

- ~~C]~~ **D.** The elderly housing/assisted living director may increase the number of Medicaid assisted living units when there are no potential self-pay tenants on the waiting list.

14.30.0[90]-040- Additional services.

A. Residents may purchase additional services provided by the facility by paying service charges as follows:

Basic cable TV	[\$17.00] \$18.00 per month, plus any additional charges for channels above basic service
Laundry	\$10.00 per month
Covered parking	\$10.00 per month

B. At the discretion of the housing director, individuals or groups may rent the elderly housing kitchen and/or dining/social hall at the following rates:

Kitchen	\$15.00 per hour
Social/dining hall	\$75.00 per day
	\$50.00 per evening

14.30.[400]-.050 - Refunds and rebates.

The [city council] **borough assembly**, by resolution, may refund or rebate any user fees or charges collected for service in any manner deemed appropriate and on an equal basis to the affected users. Refunds or rebates shall only be made when the facility receives unanticipated revenues from funding sources outside the facility's rate structure. Refunds or rebates may be used to postpone or lessen a planned rate increase only to the extent of the amount of the refund or rebate.

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 _____, 2013.

Mark Jensen, Mayor

ATTEST:

Kathy O'Rear, Clerk

Adopted:
Published:
Effective:

[Next Story >](#)

Anchorage Museum begins search for new director

Redistricting board awaiting high court ruling

Published: April 23, 2013

The Associated Press

JUNEAU, Alaska — The Alaska Redistricting Board intends to wait for a U.S. Supreme Court decision on provisions of the federal Voting Rights Act before redrawing the state's political boundaries.

The nation's highest court heard arguments in February over whether there is an ongoing need for states with a history of discrimination to get Justice Department approval for redistricting plans or proposed election changes.

Alaska is among the states that must get approval, a requirement the state has called unwarranted.

A decision in the case is expected by June.

Redistricting Board Chairman John Torgerson says the board wants to see how the court rules before moving forward. The Alaska Supreme Court had previously ordered the redistricting plan be redrawn for next year's elections.

[Back to Top](#)

[< Previous Story](#)

City of Hoonah sues man convicted of killing 2 officers

[Next Story >](#)

Anchorage Museum begins search for new director

[Email Newsletters >](#)

[Manage newsletter subscriptions](#)

[Tablets >](#)

[Apps and services for tablet devices](#)

[Mobile >](#)

[Apps and services for your mobile phone](#)

[Social Media >](#)

[Get updates via Facebook and Twitter](#)

[e-Edition >](#)

[Your daily paper delivered to your computer](#)

[Home Delivery >](#)

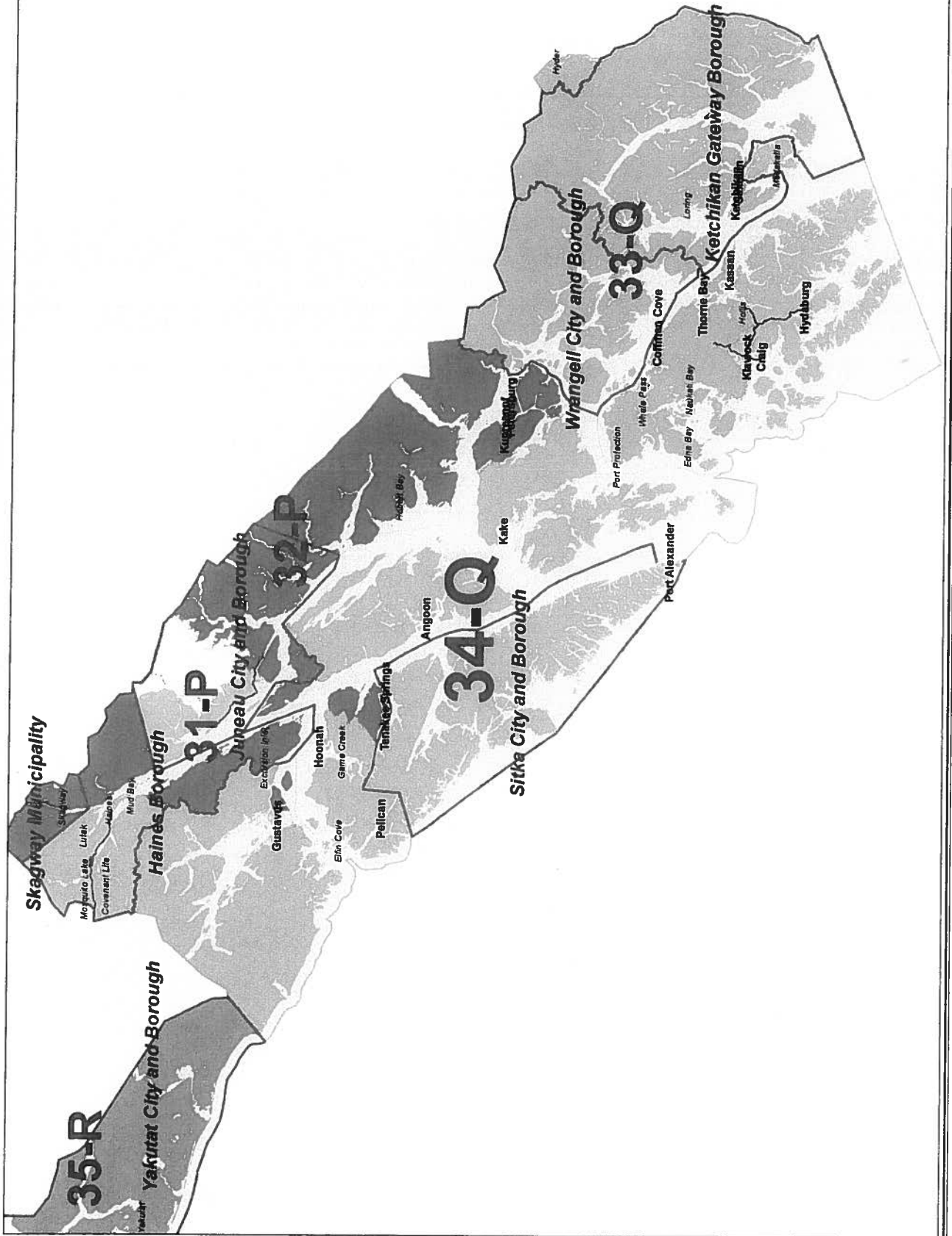
[Manage your home delivery account](#)

[Digital Subscriptions >](#)

[Manage your online subscriptions](#)

Amended Proclamation House Districts

House District 34



Legend

- City
- Borough
- Water Boundary



Prepared by:
aska Redistricting Board

Kathy O'Rear

From: Thomas Klinkner [tklinkner@BHB.com]
Sent: Friday, April 26, 2013 10:56 AM
To: Kathy O'Rear
Subject: RE: Redistricting Litigation

Kathy,

In its December 2012 decision, the court required the Board first to construct House districts that conformed to the requirements of the Alaska Constitution (one person one vote, and compactness and socioeconomic integration), and then deviate from the Alaska Constitution's requirements only as necessary to comply with the federal voting rights act (i.e., to avoid any reduction in the ability of minorities to elect candidates of their choice).

The court clarified in its recent order that a district in the Board's new plan that met these requirements would not be unconstitutional just because it was the same or similar to a district in the Board's previous plan. Since all five justices decided in December 2012 that House Districts 32 and 34 must be redrawn to comply with the Alaska Constitution, this clarification does not affect Petersburg's interests. New districts in Southeast will not be constitutional if they resemble districts in the Board's previous plan because the Southeast districts in the previous plan were unconstitutional.

From: Kathy O'Rear [mailto:clerk@ci.petersburg.ak.us]
Sent: Friday, April 26, 2013 10:37 AM
To: Thomas Klinkner
Subject: RE: Redistricting Litigation

Tom,

Can you tell us in more layman's terms what this means? Sorry...and thanks.

From: Thomas Klinkner [mailto:tklinkner@BHB.com]
Sent: Thursday, April 25, 2013 1:18 PM
To: Kathy O'Rear
Subject: Redistricting Litigation

Kathy,

Attached is the Alaska Supreme Court's order responding to the Redistricting Board's request for clarification of the court's previous decision, and the Riley Plaintiffs' response thereto. The court explained that the presence of newly drawn districts that are the same or similar to districts appearing in the Board's previous plan will not in itself invalidate the plan, so long as the districts conform to the requirements of the Alaska Constitution. The court did not rule on the questions whether the Board was required to hold public hearings on a new plan or whether the Board's timeline for adopting a new plan allowed sufficient time for judicial review, indicating that any party could present those issues to the superior court.

Let me know if you have any questions.

Thomas F. Klinkner | Birch Horton Bittner & Cherot
1127 W 7th Avenue | Anchorage, AK 99501
Tel: (907) 276-1550 | Fax: (907) 276-3680
Email: tklinkner@bhb.com | Website: www.birchhorton.com

Kathy O'Rear

From: Thomas Klinkner [tklinkner@BHB.com]
Sent: Thursday, May 02, 2013 2:17 PM
To: Kathy O'Rear
Subject: Redistricting Litigation
Attachments: 00314249.PDF

Kathy,

Attached is the Riley Plaintiffs' request for a status hearing in the superior court regarding the redistricting litigation. I will let you know when a hearing has been scheduled. It is my understanding that the Riley Plaintiffs intend to raise at least two issues: (i) whether the Redistricting Board should hold public hearings on the new plan that it is required to develop; and (ii) scheduling the adoption of a new plan early enough to allow time for judicial review before the 2014 election cycle. Since the judge is in Fairbanks, I expect to appear by telephone, unless circumstances indicate that an appearance in person is warranted.

Thomas F. Klinkner | Birch Horton Bittner & Cherot
1127 W 7th Avenue | Anchorage, AK 99501
Tel: (907) 276-1550 | Fax: (907) 276-3680
Email: tklinkner@bhb.com | Website: www.birchhorton.com

CELEBRATING 41 YEARS OF EXCELLENCE

Birch Horton Bittner & Cherot · 1127 West Seventh Avenue · Anchorage AK 99501
Tel. 907.276.1550 Fax 907.276.3680

<http://www.birchhorton.com>

This transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, you have received this transmittal in error. Any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify us immediately by reply or by telephone (907) 276-1550 and immediately delete this message and all attachments.

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
FOURTH JUDICIAL DISTRICT AT FAIRBANKS

IN RE: 2011 REDISTRICTING CASES:)
)
)
_____)
Case No. 4FA-11-2209CI

Order Regarding Request for Hearing

Jurisdiction of this action remains with the Alaska Supreme Court. It has issued various orders directly to the Board. Supreme Court Order No. S-14721 issued 24 April 2013 responded to the Board's request for "clarification" of the Supreme Court's 28 December 2013 order and the Riley respondents request for clarification and additional matters. The first two items of the recent order are consistent with the retained jurisdiction of the Supreme Court and do not involve the trial court.

The third item of the recent order states:

3. Whether Article VI, section 10 of the Alaska Constitution requires public hearings following the adoption of the Board's plan or plans and whether the Board's proposed timeline is sufficient to allow judicial review of the Board's work are not properly before this court. Any party may seek to have these matters heard in the superior court.

Thus the parties¹ may seek to have those two, specific issues heard before this court. These are both finite issues and readily addressed by pleadings. The former is a matter of law; the latter is capable of determination based on supporting affidavits.

The attorney for the Riley/Dearborn plaintiffs filed a request for a status hearing regarding remand on 1 May 2013.² There is no need for a status hearing on remand. The limited

¹ For the instant purposes parties are defined as those parties that actively litigated at trial.

² The court notes that the plaintiffs first filed this request with a title/caption referencing the Supreme Court. The plaintiffs then asked via e-mail that the request be ignored and stated that they would file a new request on 2 May 2013. The court explains that each pleading that is filed by e-mail to kkrug@courts.state.ak.us is treated as if it were filed in person at the court house and is processed and docketed immediately. In the future the parties must file an amended pleading correcting any errors.

issues before this court are those just noted. Any party that seeks to have these matters heard in the superior court shall no later than 15 May 2013³ file pleadings identifying the relief they seek under this limited scope of jurisdiction, the law supporting their position, and any affidavits supporting their factual contentions, particularly regarding the sufficiency of the Board's proposed timeline and meaningful judicial review. Any party that disagrees with such motion shall then have five days to file an opposition and the movant will then have two days to file a reply. All service must be done electronically via the previously adopted protocols for this case only.

All intervenors⁴ shall be served with all pleadings but they may not initiate pleadings or respond. All intervenors may, however, file *amicus* briefs on their positions at the same time the reply to any opposition is due.

DATED at Fairbanks, Alaska, this 2 of May, 2013.



Michael P. McConahy
Superior Court Judge

I certify that on 5/2/13
copies of this form were sent to: VIA E-MAIL
CLERK: AB

N. LANDRETH	4FA CLERK
SCOTT B	C. BROWN
T. KLINKNER	J. DOLAN
T. SHULZ	J. LAVESQUE
	J. MCKINNON
	LAW CLERK/MPM
	M. MAY
	M. DAVIS
	M. WALLER
	M. WHITE
	N. CORR

³ Time once again is running out to finalize a plan before elections and time is of the essence in formalizing the process and allowing opportunity for review of results.

⁴ "Intervenors" shall include appellate as well as trial court intervenors.

IN THE TRIAL COURTS FOR THE STATE OF ALASKA
FOURTH JUDICIAL DISTRICT AT FAIRBANKS

In Re 2011 Redistricting Cases

)
) Supreme Court No. S-14721
)

Case Number: 4FA-11-02209 CI

ATTORNEY'S REQUEST FOR HEARING.

(Not to be used for expedited consideration or orders to show cause)

Judge Assigned: Hon. Michael McConahy Estimated length of hearing: 30 MINS

Title of Hearing: Status Hearing Re: Remand

Reason for Hearing: Remand

Witnesses: Yes No Date Responsive Pleading was served: 05-01-2013

Dates within which matter must be heard: As soon as possible Per Rule _____

Scheduling Considerations: _____

Defendant in custody not in custody

Attorney(s) for Plaintiff(s):
Michael J Walleri
Gazewood & Weiner, PC
1008 16th Avenue Suite 200
Fairbanks, AK 99701
(907) 452-5196

Attorney(s) for Defendant(s):
See attached Certificate of Service

Certificate of Counsel (if required by rule): I hereby certify that I have attempted to resolve this matter with opposing counsel and that, in my opinion, oral argument is necessary.

May 2, 2013
Date


Signature of party requesting time

Michael J. Walleri ABA #7906060 / 452-5196

NOTICE OF DATE AND TIME

The above-entitled matter is set before Judge _____ on _____
at _____ in Courtroom _____.

_____ Date

_____ Judge/Secretary/Clerk

May 6, 2013

To: Members of the Borough Assembly

From: John Hoag

Re: Ratification of the contract with IBEW

On February 4, 2013 the Assembly ratified the tentative agreements that were presented to it for this contract. They covered substantive language changes. Since then we have been able to reach an agreement with IBEW for the rest of the contract, which covers wages and other economic benefits.

The wages and insurance premiums are tied together. Effective July 1, 2013 there will be a 1% wage increase and the insurance co pays will change from the existing fixed amounts to all IBEW members paying 15% of the total insurance cost. On July 1, 2014 there will be a 2% wage increase with IBEW members paying 20% of the total insurance cost. The net effect of this will depend on insurance rate increase, but is projected to give the IBEW members very little actual wage increases over the life of the agreement.

In addition the holiday and PTO benefit levels have been reduced so they are identical to those received by all other Borough employees.

Finally, for those members who are in the PERS Tier 4 retirement plan, which is a defined contribution plan, the members will have their wages decreased by 4% with the Borough making a 6% contribution to the IBEW private retirement plan. For those employees with over five and one half (5 and ½) years of service the Borough will contribute 7% to the plan. The Borough had originally offered those members a 2 and 3% matching deferred compensation payment, but the members elected for this option instead. This benefit is in recognition that PERS Tier 4 will not provide an adequate retirement for career employees, especially given the fact that Petersburg, like most municipalities and the State opted out of participating in Social Security years ago.

For years because of the relatively adequate reserves in the electric fund, the IBEW employees had enjoyed benefits greater than those received by the rest of the City employees. This agreement equalizes the benefits over the life of the agreement. The IBEW members are to be commended for agreeing to this significant change.

Table of Contents

Page

ARTICLES

Article 1.	Term of Agreement	-	-	-	-	-	-	-	-	1
Article 2.	Recognition	-	-	-	-	-	-	-	-	1
Article 3.	Union Security	-	-	-	-	-	-	-	-	2
Article 4.	No Strike - No Lockout	-	-	-	-	-	-	-	-	3
Article 5.	Grievance and Arbitration	-	-	-	-	-	-	-	-	3
Article 6.	Subcontracting	-	-	-	-	-	-	-	-	5
Article 7.	Seniority, Hiring, Promotion, Layoff and Discharge	-	-	-	-	-	-	-	-	5
Article 8.	Classification of Employees	-	-	-	-	-	-	-	-	7
Article 9.	Paid Time Off (PTO)	-	-	-	-	-	-	-	-	9
Article 10.	Labor Management Committee	-	-	-	-	-	-	-	-	10
Article 11.	Holidays	-	-	-	-	-	-	-	-	11
Article 12.	Working Hours, Overtime Compensation, Premium Pay	-	-	-	-	-	-	-	-	11
Article 13.	Training	-	-	-	-	-	-	-	-	13
Article 14.	Apprentice Rules	-	-	-	-	-	-	-	-	14
Article 15.	General Working Rules	-	-	-	-	-	-	-	-	15
Article 16.	Leave of Absence	-	-	-	-	-	-	-	-	17
Article 17.	Occupational Injury	-	-	-	-	-	-	-	-	18
Article 18.	Safety	-	-	-	-	-	-	-	-	18
Article 19.	Medical Benefits	-	-	-	-	-	-	-	-	23
Article 20.	Retirement Benefits	-	-	-	-	-	-	-	-	24
Article 21.	Wages	-	-	-	-	-	-	-	-	24
Article 22.	Management Rights	-	-	-	-	-	-	-	-	25
Article 23.	General Provisions	-	-	-	-	-	-	-	-	25
Signature Page		-	-	-	-	-	-	-	-	27
Appendix A	Wage Rates	-	-	-	-	-	-	-	-	28
Appendix B	Apprentice Percentage of Journeyman	-	-	-	-	-	-	-	-	29
Agreement for Continued Employment While Apprentice at School		-	-	-	-	-	-	-	-	30

INTRODUCTION

With the goal of having an agreement that is fair to the employees, to the Borough as the employer and to the public the Borough and Local 1547 of the International Brotherhood of Electrical Workers, hereinafter called the "Union," do enter into, establish and agree to the following conditions of employment.

ARTICLE 1 **TERM OF AGREEMENT**

1.1 This Agreement shall become effective at 12:01 a.m., on January 1, 2013 and shall continue in full force and effect through and including 11:59 p.m., 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. 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. The stated 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.

ARTICLE 2 **RECOGNITION**

2.1 The Borough recognizes the Union as the sole and exclusive bargaining agent for employees in the Electric Utility Department. This Agreement shall cover all full-time, part-time and seasonal employees of the Borough 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 Borough will supply the Union with hire and release from temporary employment paperwork so all parties remain informed of any temporary employment terms.

ARTICLE 3
UNION SECURITY

3.1 All employees of the Borough 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.

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

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 Borough 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 Borough and the Union.

3.5 The Borough 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 Borough 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 Borough 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 Borough and provided he shall make his presence known to the Power & Light Superintendent.

3.9 IHBF: If a majority of Bargaining Unit Employees working under the Petersburg Borough 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.

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

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 Borough 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.

ARTICLE 5 **GRIEVANCE AND ARBITRATION**

5.1 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 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 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 Borough Manager by the Union Business Representative.

5.2 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 Borough shall respond in writing at Steps 2 and 3 of the grievance procedure within ten (10) calendar days. The time limits set forth in each step of the Grievance Procedure may be extended by mutual consent of the parties hereto.

5.3 If not settled, the Union may submit the grievance to final and binding arbitration within ten (10) calendar days following receipt of the Borough Manager's response. Within ten (10) calendar days of the notification, the Borough and the Union shall attempt to agree on an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall within ten (10) calendar days after failure to agree and no later than sixteen (16) calendar days following the Borough's receipt of the notice of appeal to arbitration, request the Federal Mediation & Conciliation Service to supply a list of seven (7) qualified arbitrators and the parties shall alternately strike names from such list until the name of one (1) arbitrator remains who shall be the Arbitrator. The party to strike the first name shall be determined by coin toss. The Arbitrator shall be notified immediately of his or her selection by letter from the Borough and the Union requesting that a time and place for a hearing be set as soon as possible. The Arbitrator's award shall be final and binding, subject to the limits of authority stated below. The parties shall use their best efforts to minimize the costs.

5.4 The Arbitrator's function is to interpret the Agreement. The Arbitrator shall consider only the particular issue presented in writing by the Borough 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 Borough 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 Borough's action or inaction or to substitute his or her own judgment for that of the Borough. 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.

5.5 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.

5.6 Due to the limited work force, procedures described in this Article involving employees of the Borough will be conducted outside of regular working hours when possible.

ARTICLE 6 **SUBCONTRACTING**

6.1 The Borough 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.

6.2 In the event of the sale or lease of the Borough electric utility, or a merger or consolidation with another company, utility, or authority, the Borough 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 Borough, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Borough may make it a condition of transfer or sale that the successors or assigns shall be bound by the terms of this Agreement.

ARTICLE 7 **SENIORITY, HIRING, PROMOTION, LAYOFF, AND DISCHARGE**

7.1 Seniority as used herein shall mean the length of service in continuous employment for the Borough electric utility. 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.

- (a) Unless prohibited by another employment agreement an employee shall not lose seniority when transferring to another department within the Petersburg Borough.

7.2 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 Borough;
- (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 Borough of his intention to return to work within forty-eight (48) hours after receiving such notification.

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

7.4 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.

7.5 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 Borough 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 in-house five (5) day filing period, they will be considered by the employer.

7.6 Any employee who is promoted shall be given a reasonable period of time, not to exceed 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.

7.7 Should it be necessary to lay off any regular employees because of justifiable reasons, the Borough 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.
- 7.8
- (a) No regular (non-probationary) employee shall be disciplined without just cause. The Borough 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.
 - (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.

ARTICLE 8

CLASSIFICATION OF EMPLOYEES

8.1 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 Borough 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 Borough 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 discretion of the Borough.
 - (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.

(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 Borough, the employee will be compensated at the regular rate unless the contract requires otherwise.

8.2 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 Borough. 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.

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

ARTICLE 9 **PAID TIME OFF**

9.1 All regular employees covered by this Agreement shall accrue paid time off (PTO) effective January 1, 2013 at the following rates:

<u>Length of Continuous Service</u>	<u>Paid Time Off Accrued Annually</u>
Less than 2 years	24 days
3 rd through 5 th year	30 days
6 th through 9 th year	36 days
Beginning 10 th year	42 days

(b) Employees who have begun their 10th year of employment prior to January 1, 2013 shall accrue PTO at a rate of 45 days per year.

9.2 An employee may accumulate not to exceed eighty (80) days of PTO as of the end of any calendar year. PTO shall be taken at a mutually agreeable time and shall be paid at the current rate of pay.

9.3 Employees must take at least ten (10) days of PTO each year. Employees may sell up to nineteen (19) days of PTO in any calendar year.

9.4 When a holiday falls when an employee is on PTO the employee shall be paid for the holiday without a deduction from accrued PTO.

9.5 PTO may be postponed in a case of emergency as determined by mutual agreement of the Borough and the employee. Emergency is defined when unusual conditions exist that endanger life or property.

9.6 Seniority shall be given consideration in the selection of PTO time and duration when practical and approved by the Utility Superintendent.

9.7 In cases of emergency or hardship suffered by an employee, fellow employees shall be allowed to transfer accrued PTO to any afflicted employee of the Borough.

9.8 The Borough reserves the right to require that bona fide sickness be supported by a doctor's certificate.

9.9 Upon retirement or termination of employment, employees shall be paid 100% of accrued but unused PTO.

9.10 Employees shall be eligible for PTO benefits from date of hire.

ARTICLE 10

LABOR MANAGEMENT COMMITTEE

10.1 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.

10.2 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.

ARTICLE 11
HOLIDAYS

11.1 All regular employees covered by this Agreement shall have eleven (11) holidays per year to be observed on the following days:

- | | | |
|-----|-------------------------------|-----------------------------|
| (a) | New Year's Day | January 1 |
| | Martin Luther King's Birthday | Third Monday in January |
| | Washington's Birthday | Third Monday in February |
| | Seward's Day | Last Monday in March |
| | Memorial Day | Last Monday in May |
| | Independence Day | July 4 |
| | Labor Day | First Monday in September |
| | Alaska Day | October 18 |
| | Veteran's Day | November 11 |
| | Thanksgiving Day | Fourth Thursday in November |
| | Christmas Day | December 25 |

And any holiday proclaimed by the Mayor of Petersburg.

(b) Holidays falling on Saturday shall be taken on the preceding Friday; those falling on a Sunday shall be taken on the following Monday.

(c) Work performed on a holiday shall be compensated at the overtime rate in addition to the regular day's holiday pay.

(d) In addition to the holidays granted above, all regular employees shall receive one (1) floating holiday per calendar year, prorated for the year based on the date of hire, to be taken at a time approved by the employee's immediate supervisor in writing.

ARTICLE 12
WORKING HOURS, OVERTIME COMPENSATION, PREMIUM PAY

12.1 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 Borough 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.

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

12.2.1 The regular work week for 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.

12.3 Operating schedules for generation shall be prepared by the Utility 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.

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

12.5 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.

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

12.7 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.

12.8 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.

12.9 When employees work into the next shift awaiting relief, they shall receive their current or the applicable shift differential, whichever is greater.

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

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

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

ARTICLE 13 **TRAINING**

13.1 The Borough 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.

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

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

13.4 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 Borough, 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.

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

13.5 Subject to budgetary limitations, the Borough 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 14
APPRENTICESHIP

14.1 The Borough 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 Electric 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.

14.2 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.

14.3 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.

14.4 While undergoing required training in Anchorage or Fairbanks, apprentices will be required to apply for step grants. If a step grant is received, the Borough 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.

14.5 For the apprentice to continue his pay and benefit status with the Borough while undergoing required training, he will be required to sign an agreement between the Borough, 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.

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

(c) If upon receiving a journeyman status the employee elects to leave employment with the Borough he will be required to reimburse the Borough for wages, benefits, travel and per diem paid under 14.5(a). One quarter (¼) of the cost will be written off upon the completion of each of the first four years employed as a journeyman.

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

ARTICLE 15

GENERAL WORKING RULES

15.1 All regular employees called to work outside of their regular schedule shall receive a minimum of two (2) hours pay at the appropriate rate. When work continues without interruption after normal quitting time, the minimum call out in the preceding sentence shall not apply.

15.2 Except in cases of emergency, an employee who has been on duty for six (6) or more hours after 8:00 p.m. shall not report to work the day next following until he has had a minimum of eight (8) hours of relief; provided, however, that such employee shall be paid at his applicable straight-time rate for those hours of his regularly scheduled shift included in his eight (8) hours of relief; and provided further, if such employee does not report for work immediately following such eight (8) hours of relief, he will not be entitled to straight-time pay for those hours of his regularly scheduled shift which were included in his eight (8) hours of relief.

15.2.1 Stand-by Time for Borough Lineman: Employees shall receive \$4.00 per hour while on stand-by time and \$5.00 per hour while on stand-by for closed holidays. Stand-by time is determined by the Borough based on a weekly rotation of the involved employees, in addition to normal work time during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be on stand-by status unless he has previously been, at least forty-eight (48) hours in advance, informed by his supervisor or department head of the assignment.

- (a) An employee shall not receive stand-by pay for hours actually worked or for hours reimbursed by a call back minimum.
- (b) Stand-by duty requires the employee so assigned to:
 - (1) Be available for the Borough to contact at all hours by a communication device(s) designated and provided by the Borough;
 - (2) Respond to calls for his service, and
 - (3) Refrain from activities which might impair his ability to perform his assigned duties should he be called out.
- (c) An employee may exchange stand by time with another employee if the Borough and the affected employee agree. Notification of the proposed change must be made at least twenty-four (24) hours in advance except for emergencies.

15.3 Employees temporarily assigned by the Superintendent's or his designee's prior written authorization to a higher paid position and required to perform the normal duties of that position shall receive the rate of pay for that position for all time worked; provided, however that this provision shall not apply to assignments made for the purposes of supervised training (including on-the-job training). They shall also receive that higher pay for all holidays that may fall during the temporary assignment provided that the temporary assignment is longer than five (5) consecutive working days.

15.4 The Borough will pay employees semi-monthly, by the 5th and 20th of each month. If pay day falls on a holiday or weekend, the preceding day shall be the pay day. Each pay check shall be accompanied by a statement showing the number of hours worked at straight time, the number of hours worked at overtime, and all deductions. Annual statements shall be furnished each employee showing gross earnings, total deductions made, and total vacation and sick leave time accumulated. No unauthorized deductions or accrued earnings shall be withheld from the employee's earnings. Federal credit union payroll deductions will be made upon request by the affected employee.

15.5 When an employee is laid off or is discharged from the Borough, he shall receive all accrued earnings at time of termination. When an employee resigns, he shall receive all accrued earnings at time of termination provided he has given notice in the amount of two (2) weeks, less any authorized deductions owed the Borough.

15.6 Employees shall travel shop to shop on Borough time and in Borough vehicles and shall report at shop headquarters in which they are regularly employed.

15.7 When three (3) or more men are working in a separate group or crew, and supervision is not present, then one (1) man shall be designated as a lead man and he shall be compensated accordingly.

15.8 If a physical examination is required by the Borough, the Borough will pay the cost of such examination. Transportation to and from the place of the examination will be paid by the Borough if the Borough requests the employee to take the examination away from Petersburg.

15.9 An employee may exchange his day off or shift for another day off or shift if the Utility Superintendent and any other employee affected approve. Also the Superintendent may exchange a day off or shift of an employee for another day off or shift if the employee affected approves.

15.10 Full-time employees may engage in occupations or outside activities as long as it does not interfere with their duty.

15.11 Changes on time cards that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved. Copies of employee's time cards shall be made available for inspection if requested by the employee or an authorized Union representative.

15.12 Instructions will normally and usually be given by the employee's immediate supervisor.

ARTICLE 16 **LEAVE OF ABSENCE**

16.1 The Borough 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 Borough, an additional ninety (90) days Leave of Absence without pay may be granted.

16.2 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 Borough Manager.

16.3 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 Borough. Such leave shall be contingent upon the operational needs of the Borough.

16.4 Employees of the Borough 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 Borough will be performed without loss of pay.

ARTICLE 17 **OCCUPATIONAL INJURY**

17.1 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.

17.2 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.

17.3 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.

ARTICLE 18 **SAFETY**

18.1 The Borough shall furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of

the employees. All necessary rubber equipment and noise protection gear for the protection of men working on or in close proximity of live and/or loud equipment is to be furnished by the Borough and shall be used by the employees at all appropriate times. The Borough will furnish such safety straps as may be necessary. If the personal tools or rain gear furnished by employees hereunder are destroyed or damaged by fire, storm or flood while stored on the Borough's premises or carried in the Borough's equipment, the Borough will reimburse the employee for the reasonable cost to replace or repair such tools or rain gear upon presentation of proof of purchase.

18.1.1 The Employer will provide an allowance of up to three hundred dollars (\$300.00) for replacement of body belts and up to two hundred twenty-five dollars (\$225.00) for replacement of climbers and/or replacement parts for climbers for all Journeyman Lineman and indentured apprentices working under the Petersburg Borough/IBEW Collective Bargaining Agreement.

18.1.2 The employee will take full responsibility for the safe upkeep of this Personal Protective Equipment (PPE) and thereby take full ownership of it. The reimbursement will not apply to belts and climbers that have been intentionally damaged. Upon a request for replacement by the employee, the Employer along with a union designated safety committee person, shall make a determination of the equipments present condition, adequacy of protection and fit; then either approve or disapprove the replacement. Any dispute over this determination may be subject to the grievance procedure contained in the Collective Bargaining Agreement.

18.2 The Borough shall furnish facilities for drying clothing and equipment. Employees will be reimbursed for clothing up to \$150.00 per annual anniversary date upon receipt of receipts, per employee who requires such clothing in his or her work. Reimbursable items must be pre-approved by the Borough. The Union will be notified of any unapproved items.

(a) Reimbursable clothing items shall include, but not be limited to:

- (1) Work Jacket, Carhartt or equivalent, with shell 100% cotton or fire-retardant material.
- (2) Work Bibs, Carhartt or equivalent, with shell 100% cotton or fire-retardant material.
- (3) Work Pants, Carhartt or equivalent, 100% cotton or fire-retardant material.

(4) Work Shirts, long-sleeve, fire-retardant material.

(5) Float Jacket, Coast Guard approved.

(b) The Employer will provide one set of high visibility, fire retardant raingear to employees engaged in line work (including flagging), generation maintenance, or meter reading. Replacement will be made whenever the raingear is worn out or damaged. Lost raingear will be replaced at the employee's expense.

(c) Other safety related clothing items not specifically mentioned above will be pre-approved or rejected at the Utility Superintendent's sole discretion, consistent with applicable laws and regulations.

18.2.1 All full-time employees that are qualified under OSHA 29 CFR 1910.269 and/or may be exposed to energized parts covered by the NESC (Wireman, Lineman, Meterman and Generation Operators) shall receive up to five hundred dollars (\$500.00) reimbursement, upon receipt of receipts, for the exclusive purchase of FR clothing. The purchase of FR clothing shall be pre-approved by the Power & Light Superintendent based upon the Borough's arc hazard analysis. The FR clothing shall be required to meet the minimum arc thermal performance value (ATPV) or the minimum hazard risk category determined in the arc hazard analysis. The initial purchase of FR clothing shall be provided by the Borough.

18.3 Regular employees who report for work on a regular work day and who because of inclement weather or comparable reasons are unable to discharge their usual duties will be paid for such day at the applicable rate; provided, however, that such employees shall be assigned to other work or participate in training and instruction pertinent to their employment, including first aid and safety.

18.4 All employees shall be responsible for working in a safe and proper manner. U.S. Government Department of Commerce publications "National Electrical Safety Codes" and the "Electrical Workers Safety Codes" and the "Electrical Workers Safety Rules" and "General Safety Code of the State of Alaska" shall serve as standards. When any work is being done in a manhole, applicable safety code shall apply. A safety and first aid program will be instituted and worked out within six (6) months from the date of this Agreement. The Petersburg Borough is required to comply with the Alaska Occupational Safety and Health Act (OSHA), set forth as AS 18.60.010-AS

18.60.105. Alaska OSHA mandates that an employer do everything necessary to protect the life, health, and safety of employees. Consequently, the Petersburg Borough is committed to providing safe workplace practices and environments, which comply with OSHA requirements, as well as the Borough's common law duty to provide a safe work site.

18.5 It is mutually agreed by the Employer and the Employee that safety is a priority and constant concern. In recognition of this, it is further agreed that:

(a) A Safety Committee composed of equal representation from the Borough and the Union shall be created. The committee will meet as needed and is required to address safety concerns as they relate to the Utility Safety Manual, but at least annually. It is the Committee's responsibility to keep the Utility Safety Manual up to date and current with respect to OSHA, state and federal laws, and latest industry practices. The Union will appoint its Safety Representative.

(b) Safety Meetings jointly conducted by the Superintendent and the Union Safety Person or their representatives shall be held at least once a month, unless delayed by mutual agreement of the Superintendent, the Union Safety Person and the Shop Steward.

18.6 All repair, installation and maintenance work on energized high voltage equipment and on high voltage series street lighting circuits shall be done by journeyman linemen. The framing and handling of poles, boring and fitting on crossarms, making guys on the job, the testing repair and rebuilding of transformers, oil circuit breakers, sectionalizers, voltage regulators and other electrical apparatus will be done by qualified journeyman lineman who may be assisted by apprentices or groundmen. Welding or painting de-energized equipment may also be performed by journeyman mechanics. General maintenance on de-energized electrical apparatus may also be performed by journeyman electricians.

18.7 When working on energized circuits of 400 volts or greater, at minimum one (1) journeyman and one (1) 4,000 hour 2nd year school apprentice, working under the direction of a journeyman, shall be required. One of them shall serve principally as a standby man to render assistance in case of an accident. In no case, when working in pairs, shall they work simultaneously.

18.8 In case of trouble on energized lines, conductors or equipment in excess of 400 volts, or where work to be performed is hazardous, two or more journeymen shall be assigned to the job.

18.9 All mobile units with manlift equipment shall carry one (1) journeyman and one (1) 4,000 hour 2nd year school apprentice when working on energized conductors of over 400 volts, unless the person in charge feels that the hazards of the work involved require two (2) journeymen. Foremen shall be considered as journeymen for the purpose of this section.

18.10 All employees shall be responsible for carrying out safety and good housekeeping policies and practices. They shall see that all first aid kits are kept properly supplied and in clean and good condition, and that all protection devices for handling high voltages are kept in good condition. Rubber gloves shall be subjected to a 15,000 volt flashover test every six (6) months and an air test before each use and shall be kept clean, dusted with talcum powder and carried in a suitable bag provided for that purpose only. Hand tackle shall be kept in good repair.

18.11 No person except those employed therein, or duly authorized, shall enter substations or generating plants without the knowledge and permission of the person in charge of the plant at the time. Rooms and spaces shall be so arranged with fences, screens, partitions or walls as to prevent entrance or unauthorized persons or interference by them with equipment inside, and entrances not under the observation of an authorized attendant should be kept locked.

18.12 In the event of an emergency or outage at the plant, the Utility Superintendent or his designee must sign the log and relieve the operator if he is to assume control of the plant.

18.13 It is mutually agreed that all maintenance, repairs and changes and replacements to Borough owned facilities may be performed by the Borough employees.

18.14 No employee shall be required to work voltages in excess of 5,000 volts with rubber gloves.

18.15 At least two (2) times per calendar year, the Borough will provide a four (4) hour safety seminar during normal working hours. A qualified safety expert shall conduct the course for all employees designated by the Safety Committee. The employee will be paid his straight time hourly rate while in attendance.

ARTICLE 19
MEDICAL BENEFITS

19.1 (a) From January 1, 2013 through June 30, 2013 the Borough will make available to all employees covered by this Agreement a health insurance plan, subject to plan eligibility requirements. The Borough shall pay 100% of the cost of insurance coverage for the employee. For dependent coverage, the employee shall pay the following through payroll deductions.

Add Child	\$150 per/month
Add Spouse	\$200 per/month
Add Family (Spouse & Children)	\$300 per month

(b) Effective July 1, 2013 the Borough shall pay 85% of the cost of insurance coverage for the employee and dependent coverage. The employee shall pay the remaining 15% of the cost of insurance coverage for the employee and dependent coverage.

(c) Effective July 1, 2014 the Borough shall pay 80% of the cost of insurance coverage for the employee and dependent coverage. The employee shall pay the remaining 20% of the cost of insurance coverage for the employee and dependent coverage.

Either party may propose to the other, during the term of this Agreement, an alternate health insurance plan if the proposed plan offers equal or better coverage at a reduced premium. In the event that one party gives written notice to the other that such a plan is available, the parties will meet to review the plan proposed.

19.2 Employees will receive notification of any changes in premium costs prior to implementing changes increasing payroll deductions for insurance.

19.3 The Borough shall allow each employee daily admission to the Community Gym and Pool and use of its facilities at a reduced rate of 75% off regular rate to the employee for the purpose of supporting and promoting healthy lifestyles and attempting to reduce healthcare usage.

ARTICLE 20
RETIREMENT BENEFITS

20.1 All regular employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS) as provided by the State of Alaska.

20.2 Effective April 1, 2010, the Borough shall make contributions to the Alaska Electrical Pension Plan (AEPP) on behalf of all regular employees covered by this Agreement at the rate of fifty cents (\$0.50) per compensable hour.

20.2.1 In addition to Section 20.2, effective July 1, 2013, employees covered under this agreement hired after July 1, 2006 and who are enrolled in Tier IV of the Public Employees Retirement System (PERS) will have their wages reduced by 4% and the employer will make contributions to the Alaska Electrical Pension Plan (AEPP) on behalf of these employees equivalent to the wage reduction, plus an additional contribution of (a) 2% for employees with less than 5 ½ years of employment (for a total contribution of 6% of their effective wage), and (b) 3% additional contribution for employees with 5 ½ years or more of employment (for a total contribution of 7% of their effective wage).

For the purpose of computing the Borough's contribution, compensable hours shall include all straight-time and overtime hours, and any combination of paid time off for which the employee receives compensation, except when these benefits are paid upon termination of employment.

ARTICLE 21
WAGES

21.1 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 Borough .

21.2 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.

ARTICLE 22
MANAGEMENT RIGHTS

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

- (a) Determine the overall mission and purpose of the Electric Utility Department;
- (b) Maintain and improve the efficiency and effectiveness of the Borough 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 Borough 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 Borough 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 Electric Utility Department.

ARTICLE 23
GENERAL PROVISIONS

23.1 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.

23.2 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.

23.3 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 Borough.

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

23.5 Whenever substantive changes to a covered job description are proposed by the Borough, 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.

WITNESS our hands and seals this _____ day of _____,
2013.

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1547**

PETERSBURG BOROUGH

Business Manager

City Manager

Assistant Business Manager

Electric Department Superintendent

Negotiating Committee Member

Human Resource Director

Negotiating Committee Member

PASSED AND APPROVED by the Petersburg Borough Assembly at a
meeting held on _____.

ATTEST:

Deputy Clerk

APPENDIX A

Effective January 1, 2013:

1. Effective July 1, 2013, the wage table in Appendix A shall be increased by one (1) percent.
2. Effective July 1, 2014, the wage table in Appendix A shall be increased by two (2) percent.

Classification	4/1/12	7/1/13	7/1/13 PERS Tier 4	7/1/14	7/1/14 PERS Tier 4
Line Foreman	43.52	46.99	45.11	47.93	46.01
Lead Lineman	39.73	43.16	41.43	44.03	42.26
Lineman	37.84	41.25	39.60	42.08	40.39
Apprentice Lineman	See Appendix B				
Electrician	37.84	38.22	36.69	38.99	37.43
Mechanic	34.57	34.92	33.52	35.62	34.19
** Office Manager	33.65	33.98	N/A	34.66	N/A
Office Manager	30.17	30.48	29.26	31.09	29.84
Tree Trimmer	29.12	29.42	28.24	30.01	28.81
Groundman	23.65	23.89	22.93	24.37	23.39
Meter Reader/CAD	21.84	22.06	21.17	22.51	21.61
** Meter Reader/CAD/Operator	27.32	27.60	N/A	28.16	N/A
Customer Service Rep.	19.48	19.68	18.89	20.08	19.27
Meter Reader	20.03	20.23	19.42	20.64	19.81
Laborer	18.20	18.39	17.65	18.76	18.01
Secretary I	18.20	18.39	17.65	18.76	18.01

Operator Premium \$1.75/hr.

** Incumbent only

APPENDIX B

<u>Apprentice</u>	<u>Percentage of Journeyman Lineman</u>
1st 1000 hours	60%
2nd 1000 hours	65%
3rd 1000 hours	70%
4th 1000 hours	75%
5th 1000 hours	80%
6th 1000 hours	85%
7th 1000 hours	90%
8th 1000 hours	95%

AGREEMENT FOR CONTINUED EMPLOYMENT WHILE AT APPRENTICESHIP
SCHOOL

THIS AGREEMENT is made and entered into by and between the Petersburg Borough, Party of the First Part, hereinafter called the Borough; and _____, Party of the Second Part, hereinafter called Employee.

WITNESSETH: that

WHEREAS, the Borough has engaged the Employee as an Apprentice Lineman and the Employee has elected to pursue the required out of town schooling while still employed by the Borough as set forth in the IBEW, Local 1547 Collective Bargaining Agreement and the Borough, paragraph 14.5, and

WHEREAS, The Borough is in agreement with this election,

THEREFORE, the terms and conditions set forth in paragraph 14.5 shall be in force for the Anchorage and/or Fairbanks school terms required to complete the apprenticeship.

WITNESS:

For the Borough

Date

Employee

Date

IBEW

Date