



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Agenda Borough Assembly Regular Meeting

Monday, January 03, 2022

12:00 PM

Assembly Chambers

You are invited to a Zoom webinar.
When: Jan 3, 2022 12:00 PM Alaska
Topic: January 3, 2022 Assembly Meeting

Please click the link below to join the webinar:
<https://petersburgak.gov.zoom.us/j/88626062460?pwd=WnBJOEJLN3lmdWFJRWFpN3dTbWx3Zz09>
Passcode: 997260

Or Telephone:
Dial: 1-253-215-8782 or 1-720-707-2699
Webinar ID: 886 2606 2460
Passcode: 997260

1. **Call To Order/Roll Call**
2. **Voluntary Pledge of Allegiance**
3. **Approval of Minutes**
 - A. **December 20, 2021 Assembly Meeting Minutes**
4. **Amendment and Approval of Meeting Agenda**
5. **Public Hearings**
 - A. **Public Hearing for Ordinance #2021-22: An Ordinance of the Petersburg Borough Adjusting the FY 2022 Budget for Known Changes**

Any public testimony regarding Ordinance #2021-22 should be given during this public hearing. A copy of Ordinance #2021-22 may be found under agenda item 14A.

6. **Bid Awards**
7. **Persons to be Heard Related to Agenda**

Persons wishing to share their views on any item on today's agenda may do so at this time.

8. Persons to be Heard Unrelated to Agenda

Persons with views on subjects not on today's agenda may share those views at this time.

9. Boards, Commission and Committee Reports

10. Consent Agenda

11. Report of Other Officers

A. Petersburg Medical Center Update

PMC CEO Hofstetter will provide an update on the Medical Center.

12. Mayor's Report

A. January 3, 2022 Mayor's Report

13. Manager's Report

A. January 3, 2022 Manager's Report

14. Unfinished Business

A. Ordinance #2021-22: An Ordinance of the Petersburg Borough Adjusting the FY 2022 Budget for Known Changes

If adopted, Ordinance #2021-22 will: 1) increase the South Harbor Dredging Harbor Department fund from \$728,400 to \$1,000,000; 2) accept an additional \$553,081 in Fisheries Business Tax Revenue and transfer \$353,081 of those funds to the Harbor Fish Tax revenue fund; 3) accept \$1,222,750 from the State of Alaska for the COVID Testing Contract Extension; 4) accept two ARPA grants awarded to the Library (\$6,000 and \$39,661); and 5) transfer \$73,233 into the Parks and Recreation Utility fund to cover unbudgeted electrical utility costs due to delayed repairs to the facility. Ordinance #2021-22 was unanimously approved in its first reading.

15. New Business

A. Resolution #2022-01: A Resolution Requesting the US Postal Service to Provide Additional Services in Petersburg, Alaska

Assembly Member Meucci requests a formal discussion with the US Postal Service to explore additional service possibilities in our community.

B. Blind Slough Hydroelectric Project Professional Services Tasks 4-9

Utility Director Hagerman requests award of the Blind Slough Hydroelectric Project Professional Services Tasks 4-9 to McMillen Jacobs Associates in the amount of \$1,035,922.

Suggested motion: to amend the McMillen Jacobs Associates professional services contract to include equipment design/manufacturing support, engineering for construction contract , construction contract bidding, engineering support during

construction, regulatory and permitting support and project management for the Blind Slough Hydroelectric Project for the cost of \$ 1,035,922. The total value of the professional services contract will now be \$ 1,583,557.

C. Scow Bay Concept Design Proposal

Harbormaster Wollen requests approval of PND Engineers, Inc.'s proposal to provide concept design services, not to exceed \$15,000, for the Scow Bay Harbor and Uplands Development Project.

D. Request for a USACE General Investigations Study for Scow Bay

Harbormaster Wollen is seeking Assembly approval to request the US Army Corps of Engineers conduct a general investigations study to consider developing a basin and breakwater along Borough owned property in Scow Bay.

E. Rocky's Marine Lease Amendment #7

Rocky's Marine leases 15,180 square feet of tidelands from the Borough near the US Forest Service's boat mooring dock, which is also on leased Borough tidelands. The original Rocky's Marine lease document from 1995 (originally leased to David McFadden) grants a 3,000 square foot easement within the 15,180 square foot leased area to allow enough room for the USFS boats to maneuver in and out of the boat stalls. This easement was not being accounted for in the assessed value of the Rocky's Marine tidelands lease. The Borough Assessors have adjusted their statement of valuations on the Rocky's Marine tidelands lease to take the easement into consideration lowering the assessed value from \$81,100 to \$68,000. This adjustment will decrease Rocky's Marine's annual rent payment from \$4,866 to \$4,080.

F. Viking Swim Club Petersburg Community Center Pool Facilities Use Agreement

Director Payne requests approval of the new Pool Facilities Use Agreement with Viking Swim Club.

16. Communications

A. Correspondence Received Since December 16, 2021

17. Assembly Discussion Items

A. Future of Childcare in Petersburg

Assembly Member Meucci requested this discussion item.

B. All Purpose Vehicle Usage on Roadways

Effective January 1, 2022, all purpose vehicles will be allowed on roadways where the speed limit is less than 45 miles per hour per State Statute, unless a municipality bans their use within its boundaries by ordinance. Assembly Member Meucci requested this discussion item.

C. Expiration of Emergency Ordinance #2021-21 (Requirement of Face Coverings in Indoor Public Settings)

The provisions of Emergency Ordinance #2021-21 will expire at midnight today, January 3, 2022. Assembly Member Meucci requested this discussion item.

D. January 24, 2022 ARPA Funding Work Session

Assembly Member Meucci requested this discussion item. Clerk Thompson requests the Assembly choose a time for the work session to be held on Monday, January 24, 2022.

E. Assembly Member Comments

F. Recognitions

18. Adjourn



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Minutes Borough Assembly Regular Meeting

Monday, December 20, 2021

6:00 PM

Assembly Chambers

1. Call To Order / Roll Call

Vice Mayor Stanton Gregor called the meeting to order at 6:00 p.m.

PRESENT

Assembly Member Bob Lynn
Assembly Member Chelsea Tremblay
Assembly Member David Kensinger
Vice Mayor J Leigh Stanton Gregor
Assembly Member Jeff Meucci

EXCUSED

Mayor Mark Jensen
Assembly Member Thomas Fine-Walsh

2. Voluntary Pledge of Allegiance

The Pledge was recited.

3. Approval of Minutes

A. December 6, 2021 Regular Meeting Minutes

And the following minutes from October, 2020 to April, 2021:

October 20, 2020 Regular Meeting Minutes
November 2, 2020 Regular Meeting Minutes
November 16, 2020 Regular Meeting Minutes
November 18, 2020 Special Meeting Minutes
December 7, 2020 Regular Meeting Minutes
December 21, 2020 Regular Meeting Minutes
January 4, 2021 Regular Meeting Minutes
January 19, 2021 Regular Meeting Minutes
February 8, 2021 Regular Meeting Minutes
February 22, 2021 Regular Meeting Minutes
February 23, 2021 Special Meeting Minutes
March 8, 2021 Regular Meeting Minutes
March 22, 2021 Regular Meeting Minutes
April 5, 2021 Regular Meeting Minutes

April 19, 2021 Regular Meeting Minutes

All Regular and Special Assembly Meeting Minutes submitted for approval were unanimously approved.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

4. Amendment and Approval of Meeting Agenda

The agenda was approved as submitted.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

5. Public Hearings

There were no public hearings.

6. Bid Awards

There were no bid awards.

7. Persons to be Heard Related to Agenda

Persons wishing to share their views on any item on today's agenda may do so at this time.

No views were shared.

8. Persons to be Heard Unrelated to Agenda

Persons with views on subjects not on today's agenda may share those views at this time.

No views were shared.

9. Boards, Commission and Committee Reports

No reports were given.

10. Consent Agenda

A. The Trees LLC Liquor License Renewal

The Assembly unanimously supported The Trees LLC liquor license renewal.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member

Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

B. Petersburg Little League use of Mort Fryer Ball Fields Agreement Renewal

By unanimous roll call vote, the Assembly approved renewal of the Petersburg Little League Mort Fryer Ball Fields Agreement.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

11. Report of Other Officers

A. SEAPA Update

Assembly and SEAPA Board Member Lynn and Utility Director Hagerman updated the Assembly on SEAPA activities.

12. Mayor's Report

A. December 20, 2021 Mayor's Report

Vice Mayor Stanton Gregor read his report into the record.

13. Manager's Report

A. December 20, 2021 Manager's Report

Manager Giesbrecht read his report into the record, a copy of which is attached and made a permanent part of these minutes.

14. Unfinished Business

A. Ordinance #2021-18: An Ordinance Updating Various Provisions of Chapter 14.16 of the Municipal Code, Entitled "Electric Utility", and Including Electric Rate and Connection Cost Increases - Third and Final Reading

Ordinance #2021-18 was amended to add a new Section 14.16.725 regarding a diesel generation adjustment charge and to edit Section 14.16.715(C) to read "51-100 watt LED" and "101-150 watt LED". The ordinance was unanimously approved in its third and final reading as amended.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

15. New Business

A. Ordinance #2021-22: An Ordinance Adjusting the FY 2022 Budget for Known Changes

Ordinance #2021-22 was unanimously approved in its first reading.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

B. Resolution #2021-17: A Resolution Requesting the US Postal Service Provide Home Mail Delivery in Petersburg, Alaska

Resolution #2021-17 failed by a vote of 3-2.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger.

Voting Yea: Assembly Member Kensinger, Assembly Member Meucci

Voting Nay: Assembly Member Lynn, Assembly Member Tremblay, Vice Mayor Stanton Gregor

C. Resolution #2021-18: A Resolution Adopting an Alternative Allocation Method for the FY22 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 18: Central Southeast Area

By unanimous roll call vote, Resolution #2021-18 was approved.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

D. Resolution #2021-19: A Resolution of the Petersburg Borough Confirming Application for the ARPA Local Government Lost Revenue Relief Program from the Alaska Department of Commerce, Community and Economic Development to Offset Significant Revenue Loss Due to the COVID-19 Public Health Emergency

The Assembly unanimously approved Resolution #2021-19.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay.

Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

E. Pierce Pumper Fire Truck Purchase

The Assembly unanimously approved purchase of a Pierce Pumper Fire Truck from Hughes Fire Equipment for an amount not to exceed \$596,776 to replace Fire Engine #5.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Lynn. Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

F. ARPA Funding Work Session

By a vote of 4-1, the Assembly agreed to hold a work session on Monday, January 24, 2022 regarding ARPA funding received by the Borough. A time for the work session has not yet been chosen.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Kensinger. Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci
Voting Nay: Assembly Member Lynn

16. Communications

A. Correspondence Received Since December 2, 2021

17. Assembly Discussion Items

A. Assembly Member Comments

Assembly Member Tremblay mentioned the CDC is now recommending use of N95 masks over cloth masks and shared a vetted website to order official N95 masks: projectN95.org.

Assembly Member Meucci wished everyone a Merry Christmas and Happy New Year. He also thanked everyone involved in keeping us safe during this heavy snow fall stating the snow removal effort has been amazing.

B. Recognitions

Vice Mayor Stanton Gregor recognized our local Postmaster and post office employees for their commitment to our community. He also recognized all Borough staff for their polite and patient service stating he values their efforts. He wished Happy Holidays to everyone.

Assembly Member Kensinger thanked everyone involved in snow clean up around town and wished all a Merry Christmas.

Borough Clerk Thompson thanked Karen Malcom for her help in getting the Assembly meeting minutes caught up to date.

18. Adjourn

The meeting was adjourned at 7:49 p.m.

Motion made by Assembly Member Kensinger, Seconded by Assembly Member Tremblay.
Voting Yea: Assembly Member Lynn, Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci

**Mayor's Report
For
January 3, 2022 Assembly Meeting**

- 1. Happy New Year:** Cheers to a bright and successful 2022 for us all.
- 2. Thank You:** Snow, snow, snow... Thank you to everyone who continues to keep our roads clear, our harbors safe, and our public buildings and residences accessible. Your efforts are greatly appreciated!
- 2. Seeking Letters of Interest:** The Petersburg Borough is accepting letters of interest from citizens who wish to serve the community by filling one of the vacant seats on the following Borough Boards/Commissions until the October 2022 Municipal Election:

Planning Commission – two vacant seats

Parks & Recreation Advisory Board – two vacant seats

Letters of interest should be submitted to Clerk Thompson at the Borough offices located at 12 S. Nordic Drive; by sending to PO Box 329, Petersburg, AK 99833; or by emailing to dthompson@petersburgak.gov.



**Borough Manager's Report
Assembly Meeting 03 January 2022**

- ❖ Thank you for the excellent work of the water dept and public works in responding to the water break and the following day's water problem at the town trailer court. Thanks to them, many families did have water service for the Christmas Holiday. All departments are dealing with all things related to snow and cold from plowing, blowing, dealing with frozen pipes, chopping ice, and keeping our infrastructure working.
- ❖ We have had a few vessels come close to sinking in the Harbor. Please keep an eye on them, keep the fingers shoveled and electric cords out of the way of snow removal equipment along the main floats. In the case of a power outage boat owners/watchers should check their cords and connections to make sure their power is back up and running. With the cold snaps there are freezing issues with bilge pumps etc. that will run down batteries and cause problems. In short, if you have a vessel in the harbor, check it often!
- ❖ 2022 Drive Down Permits are available at the Harbor Office.
- ❖ Ice Skate Pond Project delayed for this winter as needed parts are 2 months out and early freezing temps prohibit cable movement through the conduit. it damages the ice and makes it unusable for skating.
- ❖ With all the winter weather, Sam has mostly been working on snow removal. Building maintenance work orders are piling up and will be addressed as we have time.
- ❖ Heavy snow conditions have resulted in cost impacts to the Streets fund. Overtime pay and fuel cost are likely to exceed budgeted amounts if we continue to get higher-than-average snowfall through the winter. At present we have utilized approximately ½ of the annual budget for Papke's plowing so it's possible we may run out of funding for that contract as well.
- ❖ Getting ready for our Elderly Housing HUD REAC inspection December 29th staff busy preparing for that. All in attendance must be dressed in full PPE according to REAC guidelines.
- ❖ Residents enjoyed Christmas carolers who came by to sing during the holidays as well as individual performers in the dining room during meals at the Manor.
- ❖ A big thank you to the Salvation Army for personally shopping for each resident at Assisted Living this Christmas and a big thank you to the Rotary who came up and passed out presents to each resident in both buildings.

- ❖ The Finance Department has seen a lot of traffic renewing senior citizen sales tax exemptions cards for 2022. So far, we have 280 seniors that have applied. 2021 ended the year with 412 senior citizen exemption cards issued.
- ❖ I have received an additional maintenance project list from the Museum. I will get it out to the Assembly for review and potential addition to the project list once we have some estimates on costs.
- ❖ Happy New Year!

**PETERSBURG BOROUGH
ORDINANCE #2021-22**

**AN ORDINANCE OF THE PETERSBURG BOROUGH ADJUSTING
THE FY 2022 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 2022 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, 2021 and ending June 30, 2022 is adjusted as follows:

Explanation: Necessary revisions in the FY 2022 budget identified after adoption of the Budget.

<u>Account Number</u>	<u>Account</u>	<u>Increase</u>
FISCAL YEAR 2022 REVENUE / EXPENSE BUDGET ADJUSTMENTS		
Harbor Fund -		
450.000.506541	S. Harbor Corp of Engineers Dredging	\$271,600.
To increase the budgeted amount of this line item from \$728,400 to \$1 million. These funds are due by January 21, 2022 in order to start the next phase which was expected but earlier then previously projected when budgeting for FY2022.		
Harbor – General Fund – Fish Tax		
110.000.402140	Revenue – Fisheries Business Tax (Original Budget \$300,000)	\$553,081.
110.000.501960	Transfer from the General Fund to the Harbor (Original Budget \$150,000)	(\$353,081.)
450.000.402140	Harbor Revenue Account – Fish Tax (Original Budget \$150,000)	\$353,081.
The Borough received \$553,081 more in Fish Tax then budgeted for a total of \$853,081. The General Fund and Harbor Fund had budgeted to split the fish tax this year due to the expectation of a very low amount of Fish Tax Revenue. Historically the General Fund keeps the first \$350,000 and the Harbor Department keeps the remainder however due to the Harbor collecting no fish tax funds in FY21 due to the amount being so low the Assembly decided to split the fish tax receipts for FY22 in this current budget. This would be \$426,540 to each of the general fund and the Harbor Fund. The Finance Director is recommending (with the Harbormasters support) that instead of splitting the Fish tax receipts that the Borough return to the historical method of dispersing Fish Tax Receipts in that the General Fund would keep \$350,000 and the Harbor Department would receive the remaining which would amount to \$503,081.		
Airport COVID-19 Testing/Screening		
285.200.400200	Revenue from the State of Alaska CVOID Testing Contract	\$1,222,750.

285.200.500250	Petersburg Medical Center Expenses – Testing	(\$1,222,750.)
This Amendment to the Airport Testing Contract with the State of Alaska was approved by the Borough Assembly at the October 4, 2021 Meeting.		
Library ARPA Grants		
200.000.402233	ARPA Grant Revenue for Library Janitorial and Materials	\$6,000.
200.000.502XXX	Library Janitorial and Materials - Expenses	(\$6,000.)
200.000.402234	ARPA Grant Revenue for Library Indigenous Voices	\$39,661.
200.000.500XXX	Library Expenses for Indigenous Voices Podcast Program	(\$39,661.)
The Petersburg Public Library was awarded two ARPA Grants through the State of Alaska – DEED – Division of Library, Archives and Museums.		
Parks and Recreation - Utilities		
110.574.501470	Utility Expenses	\$73,233.
Additional electrical utility costs not in the current FY22 budget because the repairs to the facility were supposed to be completed in the summer of 2021. Due to COVID and equipment delays the required parts have just recently been acquired and with the addition of the new boilers, the work is slated to be completed in the later part of March 2022.		

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 January, 2022.

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Borough Clerk

Adopted:
 Published:
 Effective:

**Petersburg Borough, Alaska
RESOLUTION #2022-01**

**A RESOLUTION REQUESTING THE US POSTAL SERVICE TO PROVIDE
ADDITIONAL SERVICES IN PETERSBURG, ALASKA**

WHEREAS, the US Postal Service in Petersburg provides post office boxes for Borough residents with no home mail delivery option; and

WHEREAS, the Petersburg Post Office has suffered from being short staffed for the last year and has seen severely reduced open hours for the counter for mailing and picking up packages; and

WHEREAS, the reduced hours are causing long lines to form to use the counter services and those waiting in the lines do so for anywhere from a few minutes to over an hour before their post office business is completed; and

WHEREAS, the extended wait time in these lines is extremely problematic to our local businesses, many of whom are short staffed due to COVID related issues, who need to receive their business inventory as well as mail outbound locally purchased goods; and

WHEREAS, many Petersburg residents who have daytime jobs have not been able to use the Post Office counter services on their lunch hour or after work; and

WHEREAS, many essential goods, such as medications, are delivered to Petersburg residents' post office boxes by the US Postal Service; and

WHEREAS, Petersburg is located on an island in Southeast Alaska so residents cannot drive to a Post Office in another community to use counter services.

THEREFORE BE IT RESOLVED, the Petersburg Borough Assembly hereby requests a formal discussion with the US Postal Service to explore additional service possibilities, such as self-help kiosks in the Post Office lobby and mail drop boxes located downtown, to better meet the needs of the Petersburg community.

PASSED AND APPROVED by the Petersburg Borough Assembly on January 3, 2022.

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Borough Clerk

MEMORANDUM

TO: PETERSBURG BOROUGH ASSEMBLY
FROM: KARL HAGERMAN, UTILITY DIRECTOR
SUBJECT: BLIND SLOUGH HYDRO PROFESSIONAL SERVICES AMENDMENT
DATE: 12/17/2021
CC: STEVE GIESBRECHT, BOROUGH MANAGER
 JODY TOW, FINANCE DIRECTOR
 DEBBIE THOMPSON, BOROUGH CLERK
 PROJECT FILE

Petersburg Municipal Power and Light continues to move forward with the Blind Slough Hydro project. Following the voter approval of a Bond Issuance to fund the project, the department has submitted an application to the Alaska Municipal Bond Bank (AMBB), with the Finance Director's help. As the AMBB Board only meets quarterly, we have not received confirmation of our inclusion in a bond sale, nor the prospective terms of such a sale.

Nonetheless, the department is working with McMillen Jacobs Associates to kick off the work of the equipment provider, Gilkes Hydro, as well as beginning to move forward with final construction documents in order to bid the construction portion of the work.

To this end, you may recall that McMillen Jacobs provided a proposal to perform professional services in support of the project completion in May of 2019. The firm had broken the consulting and design work into nine (9) tasks that would take the project from preliminary engineering through startup of the updated powerhouse. The recommendation at the time was to award the first three tasks (preliminary engineering, equipment procurement documents and equipment bidding support) at a cost of \$547,635. To date, the awarded tasks 1-3 have been completed at a cost of \$512,153, which is underbudget by \$35,482.

At this time, and after receiving project support from the Assembly and community, I am requesting to move forward with award of the remaining professional service tasks on the project. Attached to this memo is an updated T&M estimate from the consultant. Tasks 4 – 9 are estimated at a cost of \$1,035,922. A breakdown of the Task Cost Summary is presented below.

Task	Cost
1.0 Preliminary Engineering	\$
2.0 Equipment Procurement Documents	\$
3.0 Equipment Bidding Assistance	\$
4.0 Equipment Design/Manufacturing Support	\$ 167,968
5.0 Engineering for Construction Contract	\$ 340,464
6.0 Construction Contract Bidding	\$ 30,754
7.0 Engineering Support During Construction	\$ 412,176
8.0 Regulatory and Permitting Support	\$ 47,292
9.0 Project Management	\$ 37,268
TOTAL	\$ 1,035,922

The cost of professional services on the project have increased by \$144,199 since submission of the initial proposal that was provided to the Borough in 2019. Professional service rates have experienced inflationary increases since that time, but a need to produce separate bid documents for long lead time materials, such as the hydro bypass valve and the heavy walled pipe that is required for the realignment of the penstock upstream of the powerhouse, has increased the estimated hours for the work as well. Those specialty items will need to be bid and awarded in the spring of 2022 to counteract manufacturing and shipping delays that are being experienced in virtually all markets right now.

The overall project budget is still adequate, despite these increases. The fact that the equipment procurement contingency was only partially used for adjustments to copper and magnetic steel allows for that contingency to cover the increases in engineering. Funding exists in the capital project fund to award this amendment. The fund will be adjusted to cover all remaining costs in the project once the bond issuance is complete and during the FY23 budget approval process.

The project is still on track for major equipment to be delivered by November of 2022 and for construction bidding to occur at that same time to allow for a construction contract award in March of 2023. The Engineer will be working closely with the equipment provider to finalize construction documents based on the Gilkes equipment. Also, permitting of the project with FERC will commence in order to secure approvals from our regulatory agency.

If acceptable to the Assembly, a suggested motion would be:

I move to amend the McMillen Jacobs Associates professional services contract to include equipment design/manufacturing support, engineering for construction contract, construction contract bidding, engineering support during construction, regulatory and permitting support and project management for the Blind Slough Hydroelectric Project for the cost of \$1,035,922. The total value of the professional services contract will now be \$1,583,557.

Thank you for your consideration.



December 1, 2021

Karl Hagerman
Utility Director
Petersburg Borough
khagerman@petersburgak.gov

Subject: Proposal for Blind Slough Hydroelectric Project Final Design and Construction Management

Dear Mr. Hagerman:

McMillen Jacobs Associates (McMillen Jacobs) is pleased to submit our proposal for the professional engineering services for the final design and construction management for the refurbishment of the Blind Slough Hydroelectric Project (Project). We are confident that the McMillen Jacobs' team represents the best company to meet Petersburg Borough (Borough) requirements. With our highly qualified team of hydro professionals and our familiarity with the Project, we will be extremely cost effective at developing the design and construction documents to refurbish the Project. We have organized our proposal to follow the specific outline of tasks presented in the RFP tailoring our approach to highlight our specific qualifications, and address the following:

- Estimate of T&M costs inclusive of all work described below, including all expenses related to the completion of the work.
- A work schedule that clearly describes the calendar dates for starting and completing of each task.
- A listing of staff and resources required to complete the work.
- Special considerations anticipated for completion of the work.

McMillen Jacobs brings a proven track record of delivering complex water resources and hydroelectric projects utilizing a Design-Bid-Build contract delivery mechanism. We are confident of our ability to continue a strong and collaborative working relationship with the Borough providing the effective communication, decision making, and partnership required to move the project from preliminary engineering through to the initiation of commercial power generation. Our proposed team has McMillen Jacobs' staff in every key role—all of which worked on the engineering services for this Project and the preliminary design and equipment procurement work that this proposal is based on.

Mort McMillen, as the Principal-in-Charge, has the authority to make all executive decisions for McMillen Jacobs providing effective and swift decision making. Mort has served in the same role for the Allison Creek Hydroelectric Design-Build Project working closely with the Copper Valley Electric Authority in managing the project. Their partnership served as the foundation in developing a fully collaborative working relationship within the team, quick response to project issues and challenges, and effective financial management. Through Mort's leadership, we developed a project configuration and construction approach which delivered the project \$10 million under the original cost estimate, while also maximizing generation output. Mort McMillen will provide quality assurance and control and be a technical resource for the design team.

Don Jarrett, as the Project Manager, brings over 35-years of hydroelectric project engineering, design, construction and operations experience to the team. Don will provide leadership and oversight of the development of the plans and specifications for both turbine-generator equipment procurement and the on-site construction contract.

Our in-house FERC/regulatory team, led by Cory Warnock, is ideally suited to lead the permitting and FERC consultation/compliance work activities for this Project. Cory has extensive experience with the State of Alaska regulatory agencies and has a successful track record of delivering permits to meet construction timelines, while maintaining exceptional relationships with the agencies. Cory is well respected with FERC and brings experience in managing the FERC compliance on projects in Alaska.

Our team provides the following benefits to the District:

- Our Project Manager, Don Jarrett, has participated in over a dozen refurbishment / construction projects and led the recently completed the \$80 million Box Canyon Hydroelectric Turbine Upgrade Project for the Pend Oreille Public Utility District bringing a proven ability to successfully deliver challenging projects on time and within budget.
- Key Team Members bring an average of over 22 years of experience in the industry.
- All of the engineers required to stamp drawings are Registered Professional Engineers in the State of Alaska.
- Every member of our team brings experience that is unique to hydroelectric projects—having completed over 150 projects at hydropower facilities in the last 10 years.
- Customer service is our priority—80% of our work is from repeat clients.
- Key Team Members demonstrate experience in providing support to start-up and commissioning, balance of plant, and integration of the turbine-generator package up to the utility inter-tie point.
- Our multi-disciplined team brings extensive depth to execute hydropower projects such as the Blind Slough Hydroelectric Project.

If you have additional questions, please feel free to call or email us at maramcmillen@mcmjac.com or mortmcmillen@mcmjac.com, or call at (208) 342-4214 or cell at (208) 869-4007 (Mara) (208) 830-1394 (Mort).

Sincerely,



Mara McMillen
President of McMillen LLC,
dba McMillen Jacobs Associates



Morton D. McMillen, PE
Executive VP of McMillen LLC,
dba McMillen Jacobs Associates

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APPENDIX

Drawing List



1.0 Cost Details

1.1 Scope of Work

McMillen Jacobs Associates (McMillen Jacobs) completed the study of the Blind Slough Hydroelectric Project in 2019. This work included a Condition Assessment (CA) of the Blind Slough Hydroelectric Project (Project) for the Borough of Petersburg, Municipal Power and Light (Borough). The CA was performed by a multidisciplinary team of professional engineers who used their experience with other hydroelectric facilities and information provided by the Borough to assess the condition of the Project. The Project is generally operating well with a high availability and a low operating cost. Project operations and maintenance (O&M) staff are knowledgeable and have a long association with the Project. The CA concluded with a list of recommendations for work needed to maintain the Project operation for the term of the current Federal Energy Regulatory Commission (FERC) license and future licenses.

McMillen Jacobs was also retained to perform an analysis of alternatives based on the CA results for major maintenance (for life extension) and capital improvements for the Project. The Alternatives Development and Evaluation report documented and evaluated the alternatives developed to recommend major maintenance and capital improvements for the Project.

Finally, McMillen Jacobs prepared a Capital Improvement Plan (CIP) for the Project based on the CA and the evaluation of the alternatives presented in the Alternatives Development and Evaluation Report. The CIP presents the plan for powerhouse refurbishment and penstock repair.

It was recommended that the two projects (powerhouse refurbishment and penstock repair) be combined into a single coordinated construction project to minimize outages and make any modifications to the lower part of the penstock to accommodate a new turbine. A single general contractor should coordinate both activities to minimize outages and schedule conflicts. This construction contract would be awarded through a competitive bidding process. It was also recommended that the Borough procure the turbine-generator and auxiliary electrical equipment directly through a competitive bidding process. This procurement approach will provide the greatest level of control over the equipment to be installed in the powerhouse and provide all necessary information for the design of the powerhouse modifications. This equipment would then be provided to the general contractor for the powerhouse refurbishment. Total costs were estimated at \$8.1 million in December 2021 as part of the 60% Design Documentation Report. Cost estimates will be updated as the design progresses. This contract schedule will require about 3 years to complete including design, equipment procurement, and construction.

As a part of the CIP, the following tasks were defined:

- **Task 1 Preliminary Engineering**
- **Task 2 Equipment Procurement Bid Documents**
- **Task 3 Equipment Bidding Assistance**
- **Task 4 Equipment Design and Manufacturing Support**
- **Task 5 Engineering for Construction Contract**
- **Task 6 Construction Contract Bidding**
- **Task 7 Engineering Support During Construction**
- **Task 8 Regulatory and Permitting Support**
- **Task 9 Project Management**

Each of these tasks are discussed below. Table 1.1 presents a summary of the costs estimated for each task and a detailed breakdown of costs is located at the end of this section.

Proven Performance

Cost-Effective
Designs



"Your value engineering effort saved the project \$2.9M or 30% reduction in capital cost. The design-build contract was awarded in December 2010 and was completed 9 months ahead of schedule and within budget. Thank you and your design-build team for the thorough and professional performance. I very much enjoyed working with you all; very high caliber team. McMillen is a most impressive design and construction vendor." - Jim Burby, Retired Project Manager, US Fish & Wildlife Service for the Don Edwards Ponds Design-Build Project.

1.1.1 Task 1- Preliminary Engineering (Completed)

Preliminary engineering was needed to fully define the final scope of refurbishment work at the Project, collect additional information needed for design, develop plans and specifications for the two contracts (equipment procurement and on-site construction), refine costs, etc. Significant activities needed for the development of the plans and specifications include the inspection of the penstock interior (via remotely operated vehicle and further field inspections) and a detailed topographic survey of the penstock (to provide as-built information on the penstock features, slopes for access improvements, etc.). The survey facilitated McMillen Jacobs' work in developing detailed drawings for repair of the penstock and improvements to the penstock access. As noted in the previous studies, McMillen Jacobs recommended complete equipment replacement inside the powerhouse.

The preliminary design work was completed in January 2020.

1.1.2 Task 2- Equipment Procurement Bid Documents (Completed)

McMillen Jacobs completed the preparation of bid documents for the Borough to purchase turbine, generator, and ancillary electrical equipment. As was discussed in the CIP, McMillen Jacobs recommended the Borough purchase all new powerhouse generating equipment. Plans and specifications were prepared to allow a competitive bid process for the supply of the equipment.

As noted in the Preliminary Design, we recommended procurement of a new two-jet impulse turbine, turbine inlet valve and hydraulic power unit and governor, new brushless excited synchronous generator, new generator switchgear, breaker controls, and protective relays. The selected manufacturer will provide submittals demonstrating that the equipment is in conformance with the specifications and receives appropriate factory acceptance tests prior to shipment. The supplier will also provide detailed drawings of the equipment, installation instructions, and field service

engineers to oversee installation, startup, and commissioning.

1.1.3 Task 3- Equipment Bidding Assistance (Completed)

McMillen Jacobs assisted the Borough in soliciting bids, responding to bidder questions, issuing addenda when appropriate, attending a pre-bid meeting, evaluating the bids, and making a recommendation for award. The equipment procurement contract was bid, bids evaluated and a contract with Gilkes awarded in June 2020. Because of the need to secure financing for the Project a notice to proceed with the equipment procurement contract was delayed until November 1, 2021. It is not expected that equipment will be delivered to the site until November 2022.

1.1.4 Task 4- Equipment Design and Manufacturing Support

During the design and manufacturing of the powerhouse equipment, McMillen Jacobs will support the Borough with a kickoff meeting, design coordination meetings, submittal reviews, and witness of factory acceptance tests



(FAT). For overseas FAT, we propose to utilize the services of a third-party inspector. We have routinely utilized Brazil Quality Services (BQS) for these inspection services as a cost-effective alternative to expensive overseas trips.

Submittal reviews are an important method to ensuring the equipment is being manufactured in accordance with the level of quality required by the specifications. The manufacturer will be required to submit material test reports to verify materials are provided and tested in accordance with the specifications. The specifications will require various non-destructive testing methods to verify quality requirements are being satisfied.

Submittals will be provided not just for the turbine and generator, but all equipment being supplied. Important submittals will include control schematics and control logic narratives provided by the control's integrator. The specifications will require these submittals to address start-stop logic and capabilities for remote and local control of the turbine-generator. The PLC logic will be required to provide for all specified start-stop and load control logic. Trip and alarm logic will be carefully reviewed to verify that proper equipment protection is being provided as required by the specifications.

1.1.5 Task 5- Engineering for Long Lead Site Equipment Procurement and Construction Contract

This task will involve the development of the bid documents for both the procurement of long lead equipment and the on-site construction work. Procurement of long lead equipment will include the bypass valve and guard valves as these are expected to have a 20-week delivery. The construction contract will involve the demolition and removal of the existing powerhouse equipment as well as the penstock repair and the installation, startup and commissioning of the new equipment. While preliminary plans and specifications will have been developed during the preliminary engineering task, new information will become available from the equipment manufacturer that needs to be added and will modify some of the drawings previously developed. We will provide intermediate plans and specifications to the Borough for review and then finalize the plans and specifications.

1.1.6 Task 6- Construction Contract Bidding

McMillen Jacobs will assist the Borough with bid advertisement and issuance of bid documents to prospective bidders. As a part of this task we will review and respond to all material questions from bidders as well as facilitate and lead a pre-bid meeting in Petersburg. Finally, we will evaluate the bids and recommend an award to the Borough. We have already solicited budgetary proposals from several contractors and expect that there will be strong interest from contractors to pursue this contract. We anticipate that bidders will need several months to prepare a bid for the work. Prior to issuing a notice to proceed to the selected contractor the Borough will need to have received FERC approvals for construction.

1.1.7 Task 7- Engineering Support During Construction

As a part of this task McMillen Jacobs will:

- a. Lead Pre-construction meeting in Petersburg with construction contractor and Borough.
- b. Assist Borough with communications and coordination with Crystal Lake Hatchery regarding water supply requirements.
- c. Provide on-site construction oversight and inspection, including daily inspection reports and monthly progress reports.
- d. Lead all progress meetings via teleconference or on-site as required.
- e. Review contractor submittals.
- f. Review and address all design clarification/verification requests.
- g. Prepare change order RFP's as required. Evaluate change order proposals and recommend acceptance or rejection to Borough.



We have budgeted for one of our Resident Project Engineers to oversee the construction contractor's work and provide the documentation for the tasks listed above. As a part of the work, they will monitor construction quality requirements and have third-party quality testing performed (concrete cylinder testing, etc.). All construction monitoring and inspection will be performed in accordance with a Quality Control and Inspection Plan (QCIP) that will be prepared by our staff for review and approval by FERC. The engineer will also verify all Temporary Erosion and Soil Control Plan (TESCP) requirements are being implemented and maintained. The contract documents will include the QCIP and TESCP.

1.1.3 Task 8- Regulatory and Permitting Support

Initial consultation with FERC has indicated the need for a non-capacity amendment, followed by the development and filing of the amendment application. Non-capacity amendments to a Project license generally do not require a rigorous three-stage consultation process and are typically completed within several months. Non-capacity amendment documents can vary based on a variety of factors including the type of infrastructural modifications being proposed and FERC's preferences related to how those modifications are documented. As such, early consultation with FERC to determine the amendment application process and requirements will help to ensure that the Project receives all regulatory approvals in a reasonable timeframe.

We have include a budget estimate for the FERC and Agency consultation process and for the development of the Amendment Application.

1.1.3 Task 9- Project Management

This work task consists of the effort required to efficiently manage the project, including coordination meetings, progress reports, invoicing, and other administrative/management needs.

1.2 Cost Summary

Table 1.1 presents a summary of the proposed McMillen Jacobs' costs. A detailed level of effort spreadsheet showing a breakdown of the costs is presented at the end of this section.

Table 1-1. Cost Summary

Task	Cost
1.0 Preliminary Engineering	\$
2.0 Equipment Procurement Documents	\$
3.0 Equipment Bidding Assistance	\$
4.0 Equipment Design/Manufacturing Support	\$ 167,968
5.0 Engineering for Construction Contract	\$ 340,464
6.0 Construction Contract Bidding	\$ 30,754
7.0 Engineering Support During Construction	\$ 412,176
8.0 Regulatory and Permitting Support	\$ 47,292
9.0 Project Management	\$ 37,268
TOTAL	\$ 1,035,922

2.0 Schedule

We have developed a detailed schedule for the tasks involved with the refurbishment of the Blind Slough Hydro Project with an anticipated notice-to-proceed to McMillen Jacobs by December 1, 2021. The schedule reflects the



predecessor task for each activity, for example, manufacturer submittals required for the development of the construction contract plans and specifications. A detailed Gantt Chart of the schedule is located at the end of this section.



3.0 Staff/Resources

McMillen Jacobs has assembled a highly technical team of professionals with the specialized qualifications required to successfully execute the Blind Slough Hydroelectric Refurbishment Project. This section will explain the structure of our team, introduce our key team members, and establish the anticipated roles and responsibilities. As shown in our organizational chart, it is our intent to offer the Borough full service for this Project, including assistance with FERC and regulatory support.

3.1 Organization Chart

Figure 3.1 presents McMillen Jacobs' team. The Borough has already worked with most of the staff that will be involved with the Project. It also provides the names of key members that are committed to your Project. The organizational chart identifies clear lines of communication and a path of resolution if needed. The experience and qualifications below provide the evidence that this team is fully capable of completing the scope of work. Our team averages over 25 years of experience in the design, construction, and/or operations of similar elements. Every member of our team brings experience that is unique to hydroelectric projects.

Details on relevant qualifications are presented in the resumes for each individual at the end of this section. Our key staff resumes are located first, followed by the ITR team members, and then the design support team alphabetically by last name.

Mort McMillen will serve as the Principal-in-Charge with overall responsibility for management oversight of the Project. Mr. McMillen brings a proven record of managing challenging projects utilizing multi-discipline teams. He has participated in over 150 projects at hydroelectric facilities and dams throughout the country and specifically in the Columbia River Basin.

Don Jarrett will serve as the Project Manager. Mr. Jarrett has over 40 years of hydroelectric experience, including design, support during construction, FERC compliance/consultation, environment/regulatory permitting, start-up and commissioning support, and leadership of multi-discipline teams.

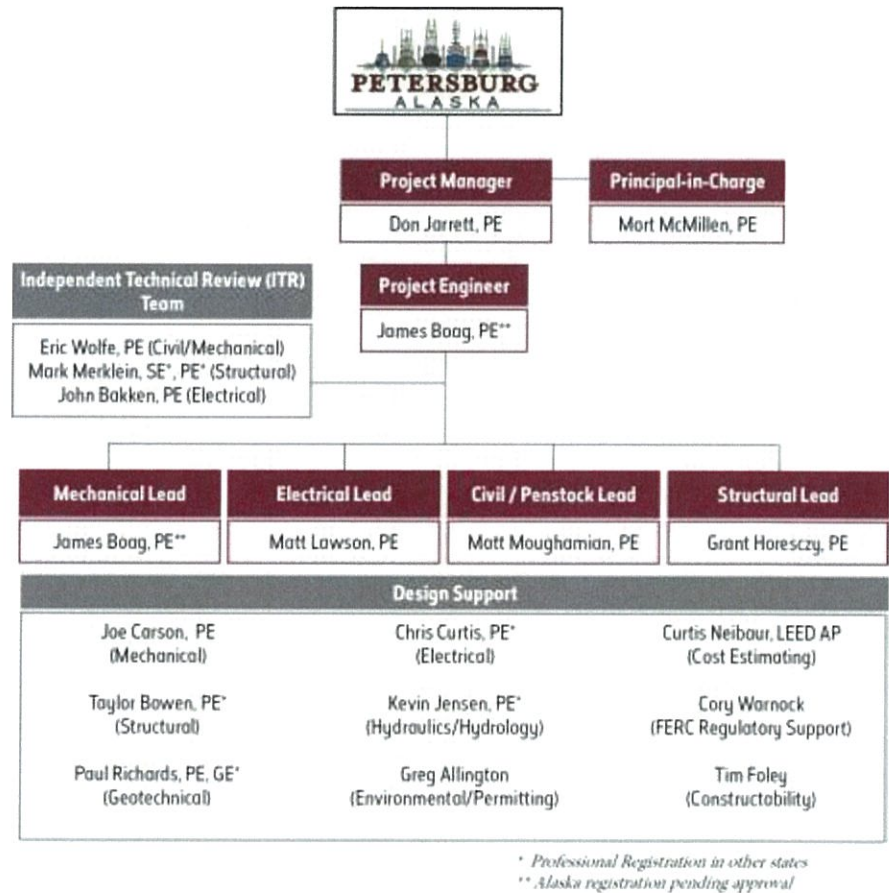


Figure 3-1. Organizational Chart

3.2 Roles and Responsibilities

Table 3-1 lists the roles and responsibilities for the Project team.

Table 3-1. Staff Roles and Responsibilities

Key Member	Proposed Title	Role / Description
Mort McMillen	Principal-in-Charge	Responsible for ensuring staff resources are provided, oversight on the work execution, and executive with signature authority for the design team.
Don Jarrett	Project Manager, Startup & Commissioning	Provide day-to-day management of the design team. Primary point-of-contact for the Borough. QA/QC process implementation and oversight.
James Boag	Mechanical Lead	Engineering, procurement, and installation of the turbine-generator package including startup, testing, commissioning, operations, and maintenance.
Matt Lawson	Electrical Lead	Engineering of electrical and control equipment for equipment procurement and powerhouse construction contract.
Matt Moughamian	Civil / Penstock Lead	Site civil development, penstock repair engineering, and civil support for powerhouse refurbishment.
Grant Horeczy	Structural Lead	Engineering for powerhouse generating equipment foundations and modifications and penstock modifications and repairs.
Eric Wolfe, Mark Merklein, & John Bakken	ITR Team	Development and implementation of the Quality Management Plan, technical guidance, and review of submittals, reports, specs, and drawings for quality and conformance with requirements.
Greg Allington	Environmental/ Permitting Lead	Preparation of local, state, and federal environmental permits during the design process (if required). Includes coordination and negotiation with the involved agencies. Assist with preparation of temporary erosion and soil control plan. Assist consultation with SSRAA for hatchery flow maintenance during construction outages of the penstock. Oversee construction related activities such as preparing SWPPS and Spill Control Plans.
Taylor Bowen	Structural Support	Provide research, calculations, and drawings to support structural designs.
Joe Carson	Mechanical Support	Engineering for equipment procurement and powerhouse refurbishment including valves, gates, and other mechanical equipment.
Chris Curtis	Electrical Support	Engineering for electrical components of the powerhouse refurbishment.
Tim Foley	Constructability	Early planning with the design team, constructability reviews, scheduling, and management of construction activities.
Kevin Jensen	Hydraulics/ Hydrology Support	Support design team, hydraulic analysis and design, and develop inflow hydrology design flow range. Analysis for turbine-generator size optimization.



Curtis Neibaur	Lead Construction Estimator	Construction cost estimating.
Paul Richards	Geotechnical Support	Geotechnical investigations, foundation design, rock mechanics, and stability.
Cory Warnock	Regulatory/FERC Support	Regulatory / FERC compliance during design and construction.

3.3 Engineering, Permitting, and Design Experience

McMillen Jacobs has prepared plans and specifications for a wide range of features at hydropower projects including powerhouses and associated equipment, penstocks, spillways and gates, bridges and access roads, and diversion structures. We have a long history in managing multi-discipline teams providing design of civil, structural, mechanical, electrical, and geotechnical works. Our regulatory and permitting specialists have many years of experience managing FERC-directed compliance activities and obtaining local, state and other federal permits and approvals for the construction of hydroelectric upgrades. During construction, these same specialists direct environmental monitoring and permit compliance associated with land disturbing and in-water work.

We have developed design plans and specifications, engineering analysis, and permitting, and in some cases, constructed projects with similar features to the Blind Slough Hydro project including new powerhouse equipment, repairs to powerhouse structures, and repairs to existing penstocks. Our designs have often exceeded FERC requirements resulting in prompt FERC approval due to the detailed project construction documents, design report, calculations, and supporting documents. Similarly, our permitting process experience and established relationships has often resulted in obtaining permits on time with anticipated permit conditions.

A good example of our design capabilities is demonstrated by the *Allison Creek Hydro Design-Build Project in Valdez, Alaska*, where we developed full plans and specifications consisting of 240 drawings. Of particular note, is that this design was completed from initial concept through final stamped drawings in only 5 months. This included three formal review submittals to the client as well as a review meeting with the FERC technical lead at the 60% and 100% level of completion. During the design process, the value engineering process identified a tunnel through an existing ridge would be required to provide access to the diversion dam/intake and upper penstock for construction. This represented a major departure from the original FERC license as well as major revisions to the penstock plan/profile, thrust block location and design, and access road route. Coordination with FERC also required modification to the diversion dam foundation design between the 60% and 90% design submittal. These modifications were incorporated efficiently through the well-coordinated engineering disciplines and well experienced project manager’s ability to efficiently implement design changes.

Most of our design projects for hydroelectric facilities present challenges due to their remote location, small footprint, difficult access, and a wide variety of environmental and FERC issues at each location. On the Grant Lake Hydroelectric Project, our team performed the initial alternative analysis for potential hydro sites throughout Alaska region for Homer Electric. Work included geotechnical site assessments, licensing documents for FERC, hydrologic and hydraulic analysis conceptual design, conceptual design for dam, powerhouse, penstock, and a

Proven Performance Design and FERC Approvals



“Despite the difficulty of the job, McMillen has been outstanding. The design featured many cost reduction measures that reduced the project from \$60 million to \$50 million...We are now 1 month into construction and McMillen is already



3,200-foot-long tunnel. Design development for this project required innovative water intake design to maintain pre-development water temperatures in Grant Creek to maintain spawning gravels.

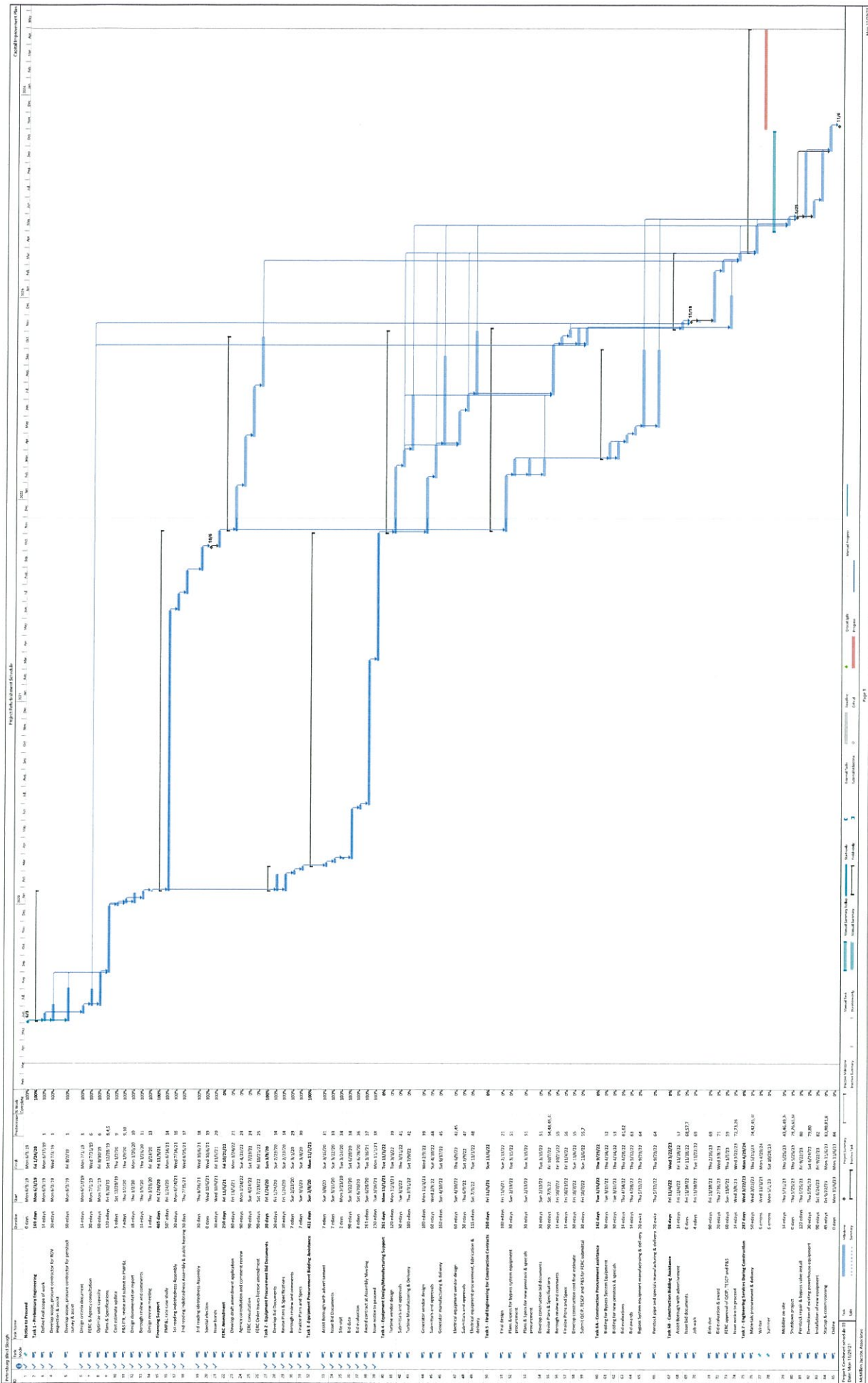
Our team has a rigorous quality assurance program to ensure a high-quality product which meets all FERC requirements. During design, we will finalize the design criteria document that is specific to the Project. Our team performs comprehensive calculations that are documented in a design documentation report (DDR). In addition, the drawings, specifications, and DDR have a documented independent technical review (ITR) performed by senior engineers. We expect that the final DDR will be submitted to the FERC to satisfy design documentation requirements that may be required as part of the Amendment.



4.0 Special Considerations

Table 4.1 below lists the special considerations relevant to the engineering for this Project. For the issues identified, we have proposed a means to mitigate each concern.

Number	Consideration	Approach
1	Hatchery Flows	We already had an initial discussion with the Hatchery Manager about hatchery flows during the penstock work. It will be important to continue these discussions and get clarity on the requirement for flow and water quality from SSRAA. It is not known if SSRA or other involved agencies will require monitoring for flow quantity and/or water quality.
2	FERC Amendment	As noted above a FERC non-capacity license amendment will be required. Public and involved agency consultation is expected to be limited by FERC.
3	Schedule	During preliminary design the need for a bypass valve to provide fish hatchery flows whenever the turbine is offline was identified. The bypass valve and its guard valve are long lead items. These will be separately procured and provided to the site contractor as Owner furnished equipment. This work is now shown on the schedule.
4	Local/State Permitting	The Borough will be responsible for any permitting related to the construction work.
5	FERC Reporting	The Borough will be responsible for FERC Construction reports.
6	Construction Quality Control	We have budgeted for the development of the FERC Quality Control and Inspection Plan. The Borough will cover all costs associated with the implementation of the QCIP, which includes concrete testing, weld inspection.





December 10, 2021

PND 21J133

Glorianne Wollen
Harbormaster
Petersburg Borough
PO Box 329
Petersburg, Alaska 99833

Re: Scow Bay Harbor and Uplands Development
Concept Design Proposal

Dear Ms. Wollen:

PND Engineers, Inc. (PND) is pleased to provide this proposal to develop a concept level design plan for the proposed Scow Bay Harbor and Uplands Development project. We understand the primary objective of this task is to incorporate past Borough harbor and boat haulout concepts with new program elements to support potential future USCG operations at the site. Primary elements of the new conceptual site plan are anticipated to include:

- 1. Boat Haulout Facility
2. Dredged Moorage Basin
3. Breakwater and Wave Attenuator
4. Public Moorage Floats
5. Drive Down Float w/ HS20 rated Transfer Bridge
6. Floating Moorage for USCG Buoy Tender and Cutter Class Vessels, 1 each
7. USCG Upland Support and Staging Facilities at ADOT&PF maintenance site

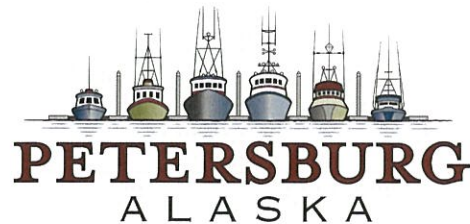
PND proposes to complete these services within a T&E budget of \$15,000. Our deliverable will consist of a colored site plan with facility callouts that will be used in discussions with the USCG. PND will develop the concept plan with Borough input then attend a meeting with USCG personnel in Juneau. Additional services following the USCG meeting may include modifications to the site plan, cost estimating and public meetings in Petersburg to present the idea to other Borough officials, the Harbor Board, Assembly and the public. PND will prepare a separate fee proposal for these additional services upon request of the Borough.

PND appreciates the opportunity to assist the Petersburg Borough with this work. Feel free to call me at any time if you have any questions or desire any changes to the proposed scope of services to better serve your needs. Should you find this proposal acceptable, please sign below and return a copy to PND as formal authorization to proceed. We look forward to working with you on this concept plan.

Sincerely
PND Engineers, Inc. | Juneau Office

[Signature]
Dick Somerville, P.E.
Vice President

Authorized By: _____ Date: _____



January 3, 2022

Bruce Sexauer, Chief
Civil Works Branch
Alaska District, USACE
Box 6898
JBER, Alaska 99506-0898

RE: General Investigations Study

Dear Mr. Sexauer:

The Petersburg Borough is requesting a general investigations study or assistance from the USACE from another applicable program to look at developing a basin and breakwater along Borough owned property in Scow Bay.

Harbors are vital for the Petersburg economy and the (3) harbor system is at full capacity with a waiting list for seasonal and permanent moorage. The protected nature of the harbors coupled with the centralized location of Petersburg has long been a factor in a consistent customer base. Future growth will depend upon moorage availability.

Currently there is design work being done for a boat yard and other vessel services on Borough owned uplands in Scow Bay and a new harbor facility would be an ideal addition to this area. The Borough's downtown waterfront has been fully utilized with no available area for future development therefore the Scow Bay area has been identified as a logical choice for harbor facility expansion.

On behalf of the Petersburg Borough, I request that the Alaska district initiate a study to construct a harbor basin, breakwater and all navigation features needed for a future harbor for Petersburg.

Sincerely,

Stephen Giesbrecht
Borough Manager

Record in the Petersburg Recording District

**Renewal/Amendment No. 7 of the
Tidelands/Submerged Lands Lease Agreement between the
Petersburg Borough, Alaska – Lessor
and
Rocky’s Marine, Inc. - Lessee**

**Tidelands Lease Parcel A, a portion of ATS No. 9 as shown on a plat entitled
McFadden Tidelands Lease Plat, filed as Plat No. 95-7 in the Petersburg
Recording District April 25, 1995**

Date of Original Lease – March 6, 1995 (McFadden)
Recorded in Book 0048, pg 363-382, 04/25/1995
Effective Date of Amendment # 1 – March 6, 2000,
Recorded in Book 0066, Page 244 - 246
Effective Date of Amendment # 2 – March 6, 2005,
Recorded Document #2005-000535-0 on 6/27/2005
Assignment of Lease from McFadden to Marwin,
Recorded as Document #2005-000537-0 on 6/27/2005
Effective Date of Amendment #3 – April 9, 2007,
Recorded as Document #2007-000396-0 on 4/27/2007
Sale of Leasehold Interest – effective 4-1-2007,
Recorded as Document #2007-000599-0 on 7/24/2007,
Amendment #4 (Rate Amendment Only) not recorded
Amendment #5 (Not Recorded), effective March 6, 2015
Amendment #6 - Effective Date: March 6, 2020,
Recorded as Document #2020-000184-0
Assignment of Lease from Marwin to Rocky’s Marine Inc.
Recorded as Document #2020-000808-0

Effective Date of This Rate Amendment – December 15, 2020

WHEREAS, the Original Lease dated March 6, 1995, as amended, grants an easement for access to the adjacent Lease for the adjacent Lessee, U.S Forest Service.

WHEREAS, the easement granted to the U.S. Forest Service uses 3,000 square feet of the 15,180 square foot Rocky’s Marine, Inc. Lease.

WHEREAS, Amendment No. 6 to the original lease adjusted the rental rate to \$4,866.00 based on the borough assessor's statement of valuations for the leased premises of \$81,100 as reflected in the 2019 assessment records,

Four Thousand Eight Hundred Sixty Six Dollars and 00/100
(2019 assessed value of \$81,100.00 x 6% = \$4,866.00)

WHEREAS, the borough assessor's statement of valuations for 2019 was calculated based on the entire square footage of the lease premises, 15,180 sf, without any reduction for the easement.

WHEREAS, the borough assessor's statement of valuations has since been adjusted to take the easement into consideration and the value for the leased premises is now \$68,000 as reflected in the 2022 assessment records.

THEREFORE, BE IT RESOLVED, the original lease dated March 6, 1995, as amended, is further amended as follows:

2. Pursuant to Section 3 of the Original Lease, as amended, the annual rental rate for the four-year period from March 6, 2021 through March 5, 2025 is:

Based on the borough assessor's statement of valuations for the leased premises of \$68,000 as reflected in the 2022 assessment records,

Four Thousand Eighty Dollars and 00/100
(2022 assessed value of \$68,000.00 x 6% = \$4,080.00)

Lessor does hereby certify the terms of this lease amendment. All other terms and conditions of the Original Lease remain in full force and effect.

Dated the _____ day of _____, 2022.

LESSOR: Petersburg Borough
PO Box 329
Petersburg, AK 99833

By: _____
Debra Thompson, CMC
Borough Clerk

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Debra Thompson to me known to be the Borough Clerk described in and which executed the above and foregoing instrument, and acknowledged to me said instrument to be the free and voluntary act and deed of said Borough for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute this instrument.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Notary Public in and for the State of Alaska residing at Petersburg, Alaska.

My commission expires _____.

After Recording Return To: Borough Clerk
Petersburg Alaska
PO Box 329
Petersburg, AK 99833

**PETERSBURG COMMUNITY CENTER
USE AGREEMENT**

This Agreement is effective upon the date of the last signature below, by and between the Petersburg Borough, Box 329 Petersburg, Alaska 99833 ("the Borough") and Viking Swim Club, Inc., Box 1257, Petersburg, Alaska 99833 ("VSC"). The Borough and VSC are collectively referred to herein as "the parties."

The Borough owns and operates a Community Center located in Petersburg, Alaska (the "Center"), which has an aquatic center with two pools. VSC is an Alaska nonprofit corporation that provides a program of swim team instruction and competition for school age youth, supervised by certified coaches and lifeguards. VSC wishes to utilize the Borough pool facilities during the use times set out below.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Use of Pool and Other Facilities. The Borough agrees to make the Leisure Pool, the Lap Pool, and the Aquatic Center lobby area and locker rooms (the "pool facilities") available to VSC on the following dates and hours. The Borough makes no warranty that the facilities are appropriate or fit for any particular purpose or use. VSC understands that it does not have exclusive use of the locker rooms and lobby area when the Center is open to other patrons. VSC also understands that it shares the pool facilities with the Petersburg High School swim team during that team's season.

A. Pool Facilities:

(i) During the months of September through May, inclusive: Monday through Thursday from 3:00 p.m. through 6:00 p.m. and Friday from 12:00 p.m. through 4:00 p.m., except for specified pool closures.

The Borough will consult with VSC prior to making adjustments to this schedule, permitted in the event of adjustments to the Petersburg Schools annual swim schedules, and for overriding scheduling demands for this multi-use facility.

(ii) Borough Holidays when the Center is otherwise closed, except for Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Holiday usage is subject to cancellation by the Borough upon two weeks' notice.

(iii) The dates and hours of scheduled invitational swim meets and championship tournaments ("swim meets"). VSC shall provide to the Borough the maximum notice possible of such events; if less than thirty (30) days notice is provided, the Borough cannot guarantee pool availability.

(iv) Other dates and hours, at the discretion of the Borough, for instructional clinics, time trials, and VSC fundraisers (including swim-a-thons and November Rain).

B. Other Facilities:

(v) VSC is also permitted shared use of certain office space, under the terms and conditions set out in paragraph 6(F) below, use of the Center's Activity Room for the VSC annual Mayfest Beer Bits Sales, and shared use of the Aquatic Center lobby for VSC membership sign-ups and swim meet sign-ups.

2. Term/Renewal Options.

A. Initial Term. This Agreement shall commence on the effective date and terminate on June 30, 2022, unless renewed under paragraph B below.

B. Renewal Options. VSC shall have the option to extend the term of this Agreement for four (4) renewal terms of one (1) year each (the "renewal options"). The renewal options shall be subject to the following conditions and may be exercised as follows: No later than thirty (30) days immediately preceding the expiration of the then current term, VSC shall give written notice, by US Mail or by email, to the Borough Parks and Recreation Director of its intent to exercise its renewal option for the next renewal term. VSC shall have no right to exercise an option if it is in breach or otherwise in default under this Agreement. If exercised, all terms and conditions of this Agreement shall continue in full force and effect, except that the use fee set out in paragraph 3(A)(i) shall increase by \$25.00 per month over the fee for the immediately preceding term. If VSC fails to timely exercise a renewal option, that renewal option, and all remaining renewal options, shall be void.

C. Center Closure. The Borough reserves the right, at its discretion, to close the Center, or any space within the Center, including the Aquatic Center, in the case of emergency or other contingency (including but not limited to security, maintenance, or health and safety issues). If a temporary closure occurs lasting seven (7) calendar days or less, such that VSC is unable to utilize the facilities on or at a date or time specified for VSC, no refund shall be issued. If the temporary closure lasts in excess of seven (7) calendar day, through no fault of VSC, the Borough shall issue to VSC a pro rata fee refund of any prepaid fees for the period of closure exceeding seven (7) days. If the Center or the Aquatic Center is anticipated to be closed for the remainder of VSC's then current rental term, causing VSC's usage to cease, through no fault of VSC, this Agreement shall terminate and the parties thereafter shall have no further liability or obligation to each other, except for a pro rata fee refund to VSC of any prepaid use fees.

3. Use and Additional Fees. In consideration for the use provided, VSC agrees to pay the Borough the following fees:

A. Use Fees:

- (i) \$1,000 per month for the months of September through May, inclusive, due on or before the 5th day of the following month; plus
- (ii) \$150 for each swim meet; fees due for all meets held during a calendar month shall be paid in full on or before the 5th day of the following calendar month.

B. Additional Fees:

- (iii) Practice hours, approved at the discretion of the Borough, outside of the dates and times set out in paragraphs 1(A)(i) and (ii) above: \$50 per hour;
- (iv) Mobilization fee for relocating equipment on the mezzanine and activating the bleachers: \$100;
- (v) Janitorial/Cleaning fee: \$40 per hour, in one-hour increments; and
- (vi) Extra Facility staffing charges: \$60 per hour, in one-hour increments; and
- (vii) Extra Lifeguard staffing charges: \$25 per hour, in one-hour increments. Limit of 20 swimmers in pool per lifeguard.

The Borough shall invoice VSC monthly, for that month's Use Fee under paragraph A(i), and for any Additional Fees under paragraph B or Use Fees under paragraph A(ii) incurred during the previous month. Payment shall be due in full on or before the 5th day of the following calendar month. Failure on the Borough's part to provide an invoice does not affect VSC's liability for timely payment of the Fees due.

4. Care of Facilities.

A. Compliance with all laws and regulations. VSC shall at all times use the pool and other facilities made available hereunder in accordance with all applicable federal, state and borough laws, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper governmental official. VSC shall not permit use of the facilities under its program by persons in excess of the number permitted by applicable fire or safety codes. VSC certifies that it possesses, or that others possess on its behalf, all permits, licenses and approvals necessary to perform the activities it conducts in the Center.

B. Compliance with Center Policies. VSC shall comply with all rules and policies established by the Community Center, as amended from time to time, and shall ensure compliance by VSC employees, representatives, members, participants, guests, and invitees. No alcoholic beverages are permitted in the Community Center. VSC shall not bring into the Center any hazardous or flammable materials.

C. No Trash. VSC shall ensure that no trash or other litter is present in the facilities used, and that the facilities are neat and clean at the end of each use. If additional cleaning is required to be performed by facility staff in order to return the facilities to a neat and clean condition, VSC will be charged an additional cleaning fee, in the amount in accordance with paragraph 3(B)(v). If VSC finds trash or litter present in, or damage to, the facilities upon commencement of a use, VSC shall immediately notify the front desk staff of the Center prior to commencement of usage. If no such notification is made, it will be presumed that the condition of the facilities was satisfactory. VSC shall not engage in or permit any activity in the facilities that will unreasonably disturb the use of other patrons of the Center.

D. No Waste or Damage. VSC will permit no waste or damage to the facilities, and any waste or damage to the facilities caused by VSC or VSC's employees, representatives, members, participants, guests, or invitees shall be repaired at the sole expense of VSC.

5. Equipment and Property.

The following items belonging to the Borough are available for VSC's use in the pool facilities:

VSC may store onsite property belonging to VSC in the following locations, as designated by the Borough: in totes on pool deck; in the shared office space pursuant to the provisions of paragraph 6(F), and in the shared pool deck and mezzanine storage rooms. The Borough reserves the right to modify or eliminate storage locations. Loss or damage to any VSC property shall be at the sole risk of VSC. The Borough does not provide any insurance coverage for VSC property, and the Borough shall not be liable for any loss of or damage to VSC property, regardless of the cause or causes of such loss or damage, including any defects in the facilities or any negligence of the Borough or its officials or employees.

All equipment or other items used by VSC during VSC's usage must be properly stored or removed from the pool facilities at the end of each use, unless otherwise specifically authorized by the Borough Parks and Recreation Director.

6. Responsibilities of VSC.

A. Personnel. VSC shall employ personnel currently certified as lifeguards by the American Red Cross, or other generally accepted certificating agency, to organize, supervise and direct VSC services at the pool facilities. VSC must routinely have a minimum of two certified persons on site at all times when VSC participants are present in the pool facilities. On rare occasions, it may not be possible to have two certified persons on deck (e.g., in the case of illness or swim meet travel) and VSC is solely responsible for making the determination as to whether to hold practice. VSC recognizes that its personnel are solely responsible for supervision of VSC participants while such participants are in the pool facilities, including in all locker rooms,

restrooms, and on the pool deck. Such personnel shall be under the direct supervision of the VSC Board of Directors

B. Participants. VSC will provide to the Borough, and update as needed, a complete listing of VSC participants. The listing shall include the name of each participant and the name and contact number of each participant's parent(s) or legal guardian. Each participant must sign an Acknowledgment and Release form prior to commencing participation in the VSC program at the Center; the form shall be signed by the parent(s) or legal guardian of any participant under eighteen (18) years of age.

C. Supervision of Participants.

(i) VSC is solely responsible for VSC participants during all use times. All VSC participants will be under the direct supervision of either a parent/legal guardian or VSC personnel while in the Aquatic Center. No VSC participant is allowed in the pool facilities, including the pool deck, or in the locker rooms until the required supervision is present. VSC should instruct participants that if they arrive prior to a use time, that they are required to wait in the Aquatic Center lobby area until they are under direct supervision. VSC participants who are Community Center members are permitted to wait in and use other areas of the Center while they are waiting to be escorted to the pool facilities, in accordance with Center policies.

(ii) If VSC participants are witnessed acting in an unsafe manner, or violating Center rules, on-site VSC personnel will be notified. If the unsafe or violative activities continue, it is the parties' intent to work together to address those activities. Borough staff will follow Center conduct policies in regard to those activities. If this does not permanently rectify the issue, the Borough reserves the right, at its discretion, to prohibit an offending participant's presence at the Center, or to impose additional staffing charges necessary to monitor the conduct of VSC participants, in accordance with paragraph 3(B)(vi).

(iii) VSC shall ensure that all participants leave the Center at the end of each use, excepting a participant's use of the Center for personal use in accordance with the facility's membership rules.

(iv) VSC is solely responsible for the collection of any VSC fees from participants, guests or invitees.

D. Building security. VSC is solely responsible for building security at the Center while using the facilities at times when the Center it is not otherwise open for use by its members. During such times, VSC shall ensure that all exterior doors remain locked at all times, so that non-participants cannot access the Center. Immediately prior to their departure from the Center at the end of such use, VSC personnel shall perform an inspection of the unlocked accessible areas of the Center to ensure that no persons remain. Should VSC lose a key provided to it by the Borough under this Agreement, VSC shall pay a reasonable replacement fee.

E. Swim Meets: VSC is solely responsible for providing all needed personnel for swim meets, including certified lifeguards. While borough staff will open all needed restrooms, it is the responsibility of VSC to provide needed surface cleaning upon completion of the event (see attached description of required cleaning process) and any necessary restocking during and at the conclusion of the event. A borough staff member will be appointed for each swim meet to answer questions and help resolve issues. If a swim meet occurs at a date or time when the Center is not otherwise open for use by its members, additional staffing charges will be assessed for opening the restrooms and having a staff member available.

F. Office Space. The Center has an Aquatic Center office, located behind the Center front desk, adjacent to the pool deck. VSC's use of a portion of this office is upon the following terms and conditions: The office may be used only during swim meets, for VSC Board of Directors meetings, and for storage. Only coaches, board members, and other volunteers are permitted in the office. The space used by VSC must remain clean and orderly. Borough Computers are for Borough use only, and may not be used by VSC. The Borough Parks and Recreation Administrative Office is not available for VSC use. VSC may negotiate directly with the Petersburg School District for the use of the "Swim Coach Office", located on the second floor of the Aquatic Center.

G. Compliance with Applicable Policies. VSC is solely responsible for ensuring that its activities at the Center, and use of the pool facilities by its participants and personnel, are in compliance with all applicable USA Swimming policies, including but not limited to MAAPP, as well as the applicable policies of any other governing agency or entity.

7. Insurance and Indemnification.

A. Insurance. During the term of this Agreement, VSC, at its sole expense, agrees to obtain and maintain (i) commercial general liability insurance covering bodily injury, death and property damage for the activities to be conducted under or pursuant to this Agreement, in an amount as required or recommended by the U.S. Swimming Association, but in no event less than of \$1,000,000 per person, \$2,000,000 in the aggregate, and (ii) workers' compensation insurance as required under Alaska law. VSC liability policies shall be written as primary policies; they shall not be contributing with, or in excess of, any insurance coverage that the Borough may otherwise carry. The required insurance shall be placed with an insurance carrier or carriers satisfactory to the Borough. All liability policies shall name the Borough as an additional insured, and any workers' compensation insurer providing coverage to VSC shall waive any rights of subrogation that the company may have against the Borough. VSC shall furnish the Borough certificate(s) indicating that the required insurance coverage is in full force and effect, and that coverage may not be canceled except upon thirty (30) days prior written notice of the proposed cancellation to the Borough.

B. Indemnification. In addition to its obligation to insure under paragraph A above, VSC agrees to indemnify, defend and hold the Borough harmless from and against any and all claims, charges, demands, legal actions, losses, liabilities, damages, costs, and expenses (including

but not limited to attorney fees incurred in investigating or defending same), of whatever kind and nature, against or incurred by the Borough arising directly or indirectly out of or resulting from, or in any way connected with or related to, VSC's use of or activities in or at the Community Center, including the Aquatic Center, any act or omission by VSC or VSC's employees or representatives with respect to the facilities, or otherwise relating or pursuant to this Agreement.

C. **Report of Injury or Damage.** VSC shall immediately report to the Borough's Facilities Supervisor any injuries sustained by any VSC personnel, participant, guest, or invitee, and any damage to the facilities, occurring during any use time.

8. **Assignment.** VSC may not assign this Agreement, in whole or in part, without the prior written consent of the Borough.

9. **Notices.** All notices, demands and requests to be given by either party to the other shall be in writing, delivered in person or sent by certified mail, postage prepaid, to the attention of and to the address as specified below. Either party may change its notice address or representative by providing written notification hereunder.

10. **Signs.** Except for the VSC bulletin board, located in the main entrance of the Center, any sign to be placed temporarily upon the facilities by VSC requires the prior written approval of the Borough.

11. **Termination and Default.**

A. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the parties.

B. **Upon Default.** If any fee due is not paid within forty-five (45) days of the due date, or if VSC shall continue for a period of forty-five (45) days in violation of any term, condition or requirement of this Agreement after notice of such violation shall have been given, VSC shall be considered in default and in such event, the Borough may declare the Agreement terminated. The Borough may remove from the pool facilities all property belonging to VSC, and store the same at the expense and risk of VSC. The Borough may immediately suspend VSC's usage under the Agreement if the breach consists of VSC's failure to obtain/maintain the insurance requirements in accordance with paragraph 7(A), or if it reasonably determines that safety or health hazards may be present.

12. **Costs and Attorney Fees.** If, by reason of any default on the part of VSC, it becomes necessary for the Borough to employ an attorney or in case the Borough is required to bring suit to recover any fees due or for breach of any provision of this Agreement, the Borough shall be entitled to recover its full reasonable attorney fees and costs from VSC.

13. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Borough and VSC. Nothing contained herein or in the parties' course of dealings shall be construed

as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any employee or representative of VSC or any VSC participant.

14. Non-Waiver of Breach. The failure of the Borough to insist upon strict performance of one or more of the terms or provisions of this Agreement shall not be construed to be a waiver or relinquishment of any right to enforce any such term or provision, but such term or provision shall continue and remain in full force and effect.

15. Venue/Governing Law. The parties stipulate that the Superior Court for the State of Alaska has jurisdiction over the parties and over the subject matter of any dispute that may arise between them relating to this Agreement. Venue for any action arising under or related to this Agreement shall be in the First Judicial District at Petersburg, Alaska. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

16. Authorization. The persons executing this Agreement represent and warrant that each is authorized to execute and enter into this Agreement on behalf of the party for whom s/he has signed and that this Agreement is binding on such party without further action or approval.

17. Counterparts. This Agreement may be executed in counterparts, both of which together constitute for all purposes one Agreement, binding on the parties.

18. No Partnership or Joint Venture. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties. VSC understands and agrees that this Agreement does not make it an agent or representative of the Borough for any purpose whatsoever. VSC has no right or authority, by this Agreement or otherwise, to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Borough, or to bind the Borough in any manner whatsoever.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding use of the Center facilities by VSC and supersedes any prior agreement, understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only in a writing signed by both parties.

###

Borough of Petersburg
Parks and Recreation Department
Stephen Giesbrecht, Borough Manager
P.O. Box 329
Petersburg, AK 99833

Viking Swim Club, Inc.
Ben Hinde, Board President
P.O. Box 1257
Petersburg, AK 99833

Stephen Giesbrecht
Dated: _____

Ben Hinde
Dated: _____

[Notary Blocks on following page]

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Stephen Giesbrecht, Borough Manager of the Petersburg Borough, to me known and who executed the above and foregoing instrument, and acknowledged to me said instrument to be the free and voluntary act and deed of said Borough for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this instrument.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Notary Public for the State of Alaska.
My commission expires _____.

STATE OF ALASKA)
) ss
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ben Hinde, President of the Board of Directors of Viking Swim Club, Inc., to me known and who executed the above and foregoing instrument, and acknowledged to me said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this instrument.

WITNESS My Hand and Official Seal the day and year in this certificate first above written.

Notary Public for the State of Alaska.
My commission expires _____.

Debra Thompson

From: john <perhav@gci.net>
Sent: Monday, December 20, 2021 1:49 PM
To: Assembly
Subject: meeting

I greatly appreciate the Assembly continuing the mask mandate at your last meeting. If a visiting family with covid hadn't just flown in last week I think we would be at 0 infections now. Thank you.

I am also very in favor in supporting home mail delivery for a number of reasons. I don't ever see out PO going back to normal service. Hours long lines that have gone on for 2 years and will continue, along with people not being able to access their mail, especially the elderly and or disabled. Also these long lines for hours are covid petri dishes, encouraging covid, colds and flu. There are still too many people not masking and or social distancing. Bottom line it is causing illness, people not being able to access their mail, their medications, etc.

Please continue pushing for possible solutions, this situation is a clear and present danger to our community.

Debbie, I would greatly appreciate if this could be read out loud at the meeting. john

Debra Thompson

From: Todd Hampton <thampton@hammerandwikan.com>
Sent: Tuesday, December 28, 2021 8:54 AM
To: Assembly
Subject: Lift the Mandate!

Assembly,

I am writing in concerning the assembly's decision to impose a masking mandate on this community. I would like it be known, my position on this issue is in **NO WAY** associated with that of the company I work for.

In 2013 I retired from the United States Coast Guard, having served you and the rest of this nation for 25 years. As I grew up near here, I decided to settle in Petersburg. One of the finer aspects I really appreciated was the welcome hand of the community, as well as the comradery amongst the people. It was as if the people of this town revered one another as family. And, to see everybody come together to publicly celebrate the holidays, especially Mayfest, was amazing.

In 2020, as COVID-19 became the only topic of reporting from any news station, our lives all changed significantly, bringing all those celebrations to a screeching halt. I will agree, initially, there was widespread concerns about how we all should be conducting ourselves. However, as the science of this flu became more available, as well as the methods to minimize the risk of contracting it, it's unfortunate the focus of a nation was on whether or not people were wearing a mask NOT rated for particulate protection nor splash rated. The media, personal beliefs and widespread paranoia drove an unnecessary division of the people. I find it so unfortunate the opinions and beliefs of so few feel justified in dictating a mandatory course of action for an entire community. What is even more disconcerting is our employees, who are required to abide by your mandate, observe the hypocrisy of those we would expect to set a better example, come into our business NOT wearing masks. I'm speaking of those employees of the borough, the hospital and clinic, the school district, and, unbelievably, even employees of Alaska Airlines. If the governing delegates of this town are going to presume to make decisions for everybody else, maybe you should govern your own shops first.

I can not speak for other business in Petersburg, but I can tell you all the employees under my charge feel pretty unappreciated. They exhaust every effort securing goods from a vast supply chain, ensuring their customers can still enjoy the privilege of shopping for and purchasing many of their favorite products on a daily basis. But, instead of a *thank you*, the employees are faced with the scrutiny of those who's focus is that of personal opinion.

Despite the constant evolution, like cancer, HIV, or any other virus or illness, COVID-19 is in our lives now. WE WILL ADAPT!! Wearing a mask is not going to stop it. The decline in positive cases since your mandate is coincidental. To believe otherwise is arrogant presumption.

This town no longer emits that feeling of family or comradery.

Thank You!

Todd Hampton
Grocery Store Manager
Hammer & Wikan, Inc.
P.O. Box 249
Petersburg, AK 99833
(907)772-4246

James E. Cockrell
Commissioner

www.DPS.Alaska.Gov



Department of
Public Safety

Anchorage, Alaska

All Purpose Vehicle Usage on Roadways Frequently Asked Questions

What does this new regulation do?

Beginning January 1, 2022 all purpose vehicles will be allowed on roadways where the speed limit is less than 45 miles per hour and where boroughs, municipalities, or cities have not banned their use within their boundaries. All purpose vehicles must be equipped with a headlight, one rear-facing red light, one rear-facing red reflector, and one rear-facing red break light. The all-purpose vehicle must be equipped with brakes, a muffler, carburetor, and a throttle.

What if my borough, municipality, or city opts out?

If the borough, municipality, or city opts out of the regulations the APVs may not be used on roadways within their jurisdiction.

Do I need a special driver's license or endorsement?

No, your current valid drivers license will be valid for the operation of an all-purpose vehicle. Those without a valid driver's license may not operate an all-purpose vehicle on a roadway.

Do I need a special registration?

No, a special registration is not required. However, the APV will be required to have a standard motor vehicle registration.

Do I need a license plate?

Yes, front and rear license plates must be affixed to the APV if it is being operated on roadways.

Do I need insurance?

Yes, the operator must have a motor vehicle liability policy that complies with AS 28.22.

What is an all-purpose vehicle?

An all-purpose vehicle is any self-propelled device that is on wheels or tracks that come in contact with the ground. Common all-purpose vehicles are four-wheelers, all terrain vehicles (ATVs), utility terrain vehicles (UTVs), or side-by-sides.

Do snowmachines and hovercrafts qualify as all-purpose vehicles?

Snowmachines and hovercrafts are still not allowed to be operated on the roadway under these new regulations.

Do I have to follow traffic laws when I operate my APV on a roadway?

You must follow all traffic laws when operating your APV on a roadway.

Can an Alaska State Trooper or local police officer pull me over when I am operating an APV?

Yes, APVs are subject to many of the same laws and regulations that vehicles must follow.

What happens when the speed on a roadway increases from 45 miles-per-hour to 55 miles-per-hour?

You may not operate an all-purpose-vehicle on any portion of a roadway that has a speed limit higher than 45 miles-per-hour. If the speed limit increases on the roadway, you may not travel on the portion of that roadway where the speed is higher than the limit.

Am I required to use a helmet when I operate my APV on a roadway?

Helmets are not required for drivers of an all purpose vehicle, however passengers are required to wear a helmet.

Am I required to use a seatbelt if my APV is equipped with them when I operate on a roadway?

If the all purpose vehicle is equipped with seat belts, the driver and any passengers will be required to use them while operating on a roadway.

Am I required to provide child restraints or car seats for children that are passengers on an APV being operated on a roadway?

Child restraint systems or car seats must be used if the APV is equipped with seat belts. If the APV is not equipped with seatbelts then a car seat or child restraint system is not required.

Do I need to have turn signals on my APV?

The operator must use hand signals or properly installed turn signals as required under current regulations and statutes for motor vehicles or motorcycles.