



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Agenda Borough Assembly Regular Meeting

Monday, May 02, 2022

12:00 PM

Assembly Chambers

You are invited to a Zoom webinar.
When: May 2, 2022 12:00 PM Alaska
Topic: May 2, 2022 Assembly Meeting

Please click the link below to join the webinar:
<https://petersburgak.gov.zoom.us/j/84977266686?pwd=MGhQaVI3OFImRIhMejF4azdjVXBKZz09>
Passcode: 204789

Or Telephone:
(253) 215-8782 or (720) 707-2699
Webinar ID: 849 7726 6686
Passcode: 204789

1. **Call To Order/Roll Call**
2. **Voluntary Pledge of Allegiance**
3. **Borough Land Auction**

A. Borough Land Auction: 700 Sandy Beach Road and 1015 Sandy Beach Road

The Borough has received applications to purchase Borough land located at 700 Sandy Beach Road and 1015 Sandy Beach Road. The two parcels will be sold today via public outcry auction with Mayor Jensen presiding. In order to bid on either property, a prospective bidder must be 18 years of age or older, must have a signed Auction Participation Agreement filed with Clerk Thompson and be physically present in the Assembly Chambers. Mayor Jensen will announce the description of the lot open for bidding and inform of the minimum acceptable bid. Bidders are asked to stand, be recognized by Mayor Jensen, and state their bid. Bids shall be made in increments no less than \$100.

4. **Approval of Minutes**
 - A. April 4, 2022 Assembly Meeting Minutes**
 - B. April 18, 2022 Assembly Meeting Minutes**

5. Amendment and Approval of Meeting Agenda

6. Public Hearings

A. Public Hearing for Ordinance #2022-05: An Ordinance Updating Chapter 14.04.420 of the Municipal Code, Entitled "Water Rate Schedule and Fees"

Any public testimony regarding Ordinance #2022-05 should be given during this public hearing. A copy of Ordinance #2022-05 may be found under agenda item 15A.

B. Ordinance #2022-06: An Ordinance Updating Various Sections of Chapter 14.08 of the Municipal Code, Entitled "Sewer Utility"

Any public testimony regarding Ordinance #2022-06 should be given during this public hearing. A copy of Ordinance #2022-06 may be found under agenda item 15B.

7. Bid Awards

8. 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.

9. Persons to be Heard Unrelated to Agenda

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

10. Boards, Commission and Committee Reports

11. Consent Agenda

12. Report of Other Officers

A. Petersburg Medical Center Update

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

13. Mayor's Report

A. May 2, 2022 Mayor's Report

14. Manager's Report

A. May 2, 2022 Manager's Report

15. Unfinished Business

A. Ordinance #2022-05: An Ordinance Updating Chapter 14.04.420 of the Municipal Code, Entitled "Water Rate Schedule and Fees" - Second Reading

If adopted, Ordinance #2022-05 will increase water utility rates, which have not been updated since 2018. The ordinance was unanimously approved in its first reading.

B. Ordinance #2022-06: An Ordinance Updating Various Sections of Chapter 14.08 of the Municipal Code, Entitled "Sewer Utility"

If adopted, Ordinance #2022-06 will increase sewer utility rates, which have not been updated since 2018. The ordinance was unanimously approved in its first reading.

16. New Business

A. Ordinance #2022-07: An Ordinance Adopting the Budget for the Fiscal Years July 1, 2022 through June 30, 2023

If adopted, Ordinance #2022-07 will set the Borough's FY 2023 budget.

B. Fuel and Purchased Power Adjustment Charge

Utility Director Hagerman requests approval of the Assembly to implement the codified Fuel and Purchased Power Adjustment Charge, located in PMC Chapter 14.16.720, for all kilowatt hours sold during the annual SEAPA electrical line maintenance shutdown, during which the electric utility must run the diesel plant to provide power to our residents. The adjustment has not been implemented for many years due to the application of SEAPA rebates toward fuel consumption by the utility during the shutdown; however, SEAPA rebates will no longer be granted.

C. Assignment of Lease from Patricia Magill Stevens and the Estate of Frederick S. Magill to Don Huse

Patricia Magill Stevens and the Estate of Frederick S. Magill currently lease Borough tidelands located near the Mitkof Veterinary Clinic, seaward of T-1, T-2 and T-3, ATS9. The lease terminates at midnight on January 31, 2039. Assignment to Don Huse is requested. Lease assignments are subject to Assembly approval per PMC Section 16.12.170(K) and (L). The Assembly may place additional terms and conditions on assignments if they choose.

D. S. 3269 Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act

Senator Murkowski has requested a hearing in May in front of the Energy Committee regarding Senate Bill 3269: Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act. Mayor Jensen requests the Assembly determine whether to support or oppose the legislation in order to provide comment when the hearing takes place.

E. Parks & Recreation Advisory Board Appointment

Kacey Hammer submitted a letter of interest to serve on the Parks & Recreation Advisory Board until the October, 2022 municipal election.

17. Communications

A. Correspondence Received Since April 14, 2022

18. Assembly Discussion Items

A. Southeast Alaska Regional Dive Fisheries Association (SARDFA) Board Seat Nomination

Southeast Conference (SEC) is seeking nominations to fill one municipal board seat on the SARDFA Board. The appointment will be for a one-year term. Nominated candidates will be interviewed by SEC and the SEC Board of Directors will make the appointment. A nominee needs to officially represent our community and the seat is intended to represent municipal concerns/interests vs. industry needs/desires. If any Assembly Member has interest in the nomination, or knows of a community member who can represent Petersburg's interests, approval of a nomination can be an action item on a future agenda. The deadline for nominations is June 30, 2022. Nominations should include the candidates name, email and phone contact information, a brief statement of interest in the SARDFA Board seat and their qualifications.

B. Assembly Member Comments

C. Recognitions

19. Adjourn

Information & Instructions

Public Land Auction

12:00 p.m.

(in conjunction with Regular Assembly meeting)

May 2, 2022

The Assembly of the Petersburg Borough has 2 lots of real property (to be sold individually) available for public auction described as follows:

Parcel #	Legal Description	Physical Address	Property Zoned As	Assessed Value	Other Expenses (advertising, surveying, title, deed recording, legal)	Minimum Bid
01-004-320	Lot 15, US Survey 2986, Section 26, Township 58S, Range 70E, Copper River Meridian	700 Sandy Beach Road	S-F Single Family Residential	\$76,900	Order for Owner's Title Insurance - \$250 Est. recording fees \$50 Est. advertising fees \$300	\$77,500
01-014-180	Lot FF, US Survey 3276, Section 26, Township 58S, Range 79E, Copper River Meridian	1015 Sandy Beach Road	S-F Single Family Residential	\$168,200	Order for Owner's Title Insurance - \$250 Est. recording fees \$50 Est. advertising fees \$300	\$168,800

The following criteria and procedure will be used for the sale of these lots.

1. A bidder must be physically present at the auction or be represented by a person physically present at the auction who is authorized, in writing, to execute legal documents on behalf of the bidder. A bidder shall complete an Auction Participation Agreement (to be held by the Clerk) prior to commencement of the auction. At the time of the auction, the purchaser, or purchaser's legal representative, shall, immediately upon being declared the higher qualified bidder, sign a Contract of Sale, in the form attached, whereby purchaser agrees to purchase the property for the sale price, and further agrees to all other terms and conditions set forth in these instructions, Resolutions #2022-03 and #2022-04, and in the Contract of Sale.
2. Any individual participating in the auction must be eighteen (18) years of age or older as of the date of the auction.
3. The Assembly does not require the construction of improvements within a specified period of time as a condition of a conveyance of this Borough property.

4. The land will be sold AS-IS, WHERE-IS via quit claim deeds, in their current condition and with all faults. The Borough expressly makes no representations regarding, and disclaims any liability for, each property to be sold, and/or any improvements located thereon, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property or the ability or cost of surveying of the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property; (4) the ability of the purchaser to utilize the property, and/or any improvements, in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. Each property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned. Each property is sold expressly subject to all liens, encumbrances, and conditions, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property. The Borough makes no representations, warranties, or guarantees, expressed or implied, as to quality, merchantability, or suitability of the property for a particular purpose or use.

All bidders should personally inspect the properties and make their own determination as to whether the land will meet their needs. The purchaser assumes the entire risk as to a property's quality and suitability for intended use. All future uses of the land must comply with applicable federal, state and municipal laws.

5. The successful purchaser of any lot will be responsible for obtaining any and all building and use permits, including Corps of Engineer permit(s), if required.

6. A successful bidder shall pay a minimum of five percent (5%) of a property's total purchase price as a deposit within twenty-two (22) calendar days of the auction (by 4:30 p.m. on Tuesday, May 24, 2022, and the remaining balance in full within ninety (90) calendar days of the deposit. If an appeal of the bid award is filed under PMC 16.12.110, the deposit is due from the successful bidder within fourteen (14) calendar days of the decision on the appeal by the Assembly, and the remaining balance is due in full within ninety (90) calendar days of the deposit.

A quitclaim deed shall not be issued until payment in full of the purchase price has been made. If a purchaser fails to make payment in full within the 90 calendar day period, the deposit is forfeited to the Borough unless an extension of no more than ten (10) calendar days to pay the balance is authorized in writing by the Borough Manager.

7. A property not sold at the public auction may be sold on a first-come, first-serve basis using the application and review procedures of PMC Chapter 16.12.

8. In the event a purchaser defaults, by either failing to timely make the required deposit, or by failing to pay the remaining purchase price within the required period, the purchaser shall have no further rights to purchase the property under the auction, and the property shall become available for over-the-counter sale, on a first-come, first serve basis, for the amount equal to the high bid offered at the auction. In the event that more than one offer is received by the Borough on the same calendar day for purchase of a property, the purchaser shall be chosen by lot.

9. The Borough will not finance any portion of any sale. All successful bidders must seek or provide for their own means of full payment for the land by the required date.

Auction Procedure

10. The Mayor will announce: "Anyone acting as a representative or agent for another party must provide the Borough with a notarized Power of Attorney form, showing that the principal party authorizes the agent/representative to act in this real estate auction and/or future transactions relative to this land sale on their behalf, including signing the contract of sale." (Power of Attorney forms can be obtained from any real estate or attorney's office.)
11. Anyone acting as a representative must present their executed Power of Attorney form to the Borough Clerk prior to commencement of the auction.
12. All persons participating in the Auction will be required to sign a participation agreement indicating they have read and understand the procedures and requirements as expressed in this document.
13. The order in which the residential lots will be sold shall be determined by lot at the auction. It is each prospective bidder's responsibility to assure that they are bidding on the lot(s) of their choice. The Borough will not make refunds to any successful bidder who may have bid upon the wrong lot(s).

Auction Begins

14. The Mayor will direct the random drawing of land parcels from a device that contains 2 pieces of paper describing each individual lot.
15. The Mayor will announce the description of the first lot to be auctioned and inform of the minimum acceptable bid.
16. The Mayor shall call for an opening bid, which shall be at least the defined minimum bid.
17. Bidders are asked to stand, be recognized by the Mayor, and state their bid. Requests for higher bids will continue until finished. Bids shall be made in increments no less than \$100.00 (One Hundred Dollars).
18. When all bidding appears to be done, bidders will have three chances (calls) to top the most recent highest bid. (The Mayor will call three times for higher bids.)
19. The high bidder for the first lot will be announced and the auction will continue as outlined above until each lot available for sale has been auctioned.
20. The announced high bidder for each lot will sign the Contract of Sale.

After Auction

21. An aggrieved bidder may appeal the determination of a high bidder to the Borough Assembly within five business days following completion of the auction (by 4:30 p.m., Monday, May 9, 2022). Appeals must be in writing on a form provided by the Borough and contain a detailed statement of the grounds for appeal and be accompanied by an appeal fee of \$500.00. The Assembly shall meet as soon as practical to address the appeal.

Reminder: All successful high bidders must make their 5% deposit to the Borough by 4:30 p.m. Tuesday, May 24, 2022.

Parcel #: 01-004-320

Physical Address: 700 Sandy Beach Road - Uplands

Zoned: Single Family – Residential

Legal Description: Lot 15; US Survey 2986; Section 26; Township 58S; Range 79E, Copper River Meridian

Size: 84,942 sq ft

2022 Assessed Value: \$76,900

Other comments: Survey completed. This lot is above Sandy Beach Road and has developed lots on both sides. This lot contains a 60' X 440' undeveloped public easement along the eastern property line adjacent to Lot 16. No development may occur within the easement without prior approval of the borough.



Parcel #: 01-014-180

Physical Address: 1015 Sandy Beach Road

Zoned: Single Family – Residential

Legal Description: Lot FF; US Survey 3276; Section 26; Township 58S; Range 79E, Copper River Meridian

Size: 23,087 sq ft

2022 Assessed Value: \$168,200



**PETERSBURG BOROUGH
RESOLUTION #2022-03**

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF PARCEL #01-004-320
LOCATED AT 700 SANDY BEACH ROAD BY OUTCRY AUCTION**

WHEREAS, the Petersburg Borough owns property located at 700 Sandy Beach Road, more particularly described as follows ("the property"):

Lot 15, US Survey 2986, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough parcel #01-004-320); and

WHEREAS, the property has a 2022 assessed value of \$76,900; and

WHEREAS, the property has been determined not needed for a public use; and

WHEREAS, the property is zoned Single Family Residential; and

WHEREAS, application has been made to purchase the parcel and on February 8, 2022, a noticed public hearing was held by the Petersburg Planning Commission; and

WHEREAS, the Planning Commission considered and reviewed applicant materials, public comments and testimony, and staff comments, and have made recommendation to the Assembly to sell the property by sealed bid; and

WHEREAS, the Assembly wishes to offer the parcel for public sale by outcry auction.

THEREFORE, BE IT RESOLVED by the Assembly of the Petersburg Borough:

Section 1: Pursuant to PMC 16.12.100(D)(1), said property shall be sold at public sale by outcry auction to be held on Monday, May 2, 2022 at 12:00 p.m. in the Assembly Chambers located at 12 S. Nordic Drive, Petersburg, Alaska. The minimum bid price is set forth below:

Parcel #	Legal Description	Physical Address	Assessed Value	Administrative Fee (advertising, surveying, title, deed recording, legal)	Minimum Bid
01-004-320	Lot 15, US Survey 2986, Section 26, Township 58S, Range 79E, Copper River Meridian	700 Sandy Beach Road	\$76,900	Order for Owner's Title Insurance - \$250 Est. Recording Fees - \$50 Est. Advertising Fees - \$300	\$77,500

Section 2: The Assembly finds that the property is not needed for a public purpose.

Section 3: Any individual participating in the public sale must be eighteen (18) years of age or older as of the date of submittal of a bid.

Borough Charter Section 11.13(E), Personal Interest, states that Borough officers, employees and elected officials shall not be eligible to purchase anything from the borough by outcry auction while holding office or employment or for a period of six months after leaving office or employment.

Section 4: Immediately following the Assembly's declaration of the highest qualified bid, the successful bidder, or bidder's legal representative, shall sign a Contract of Sale, in the form attached, whereby bidder agrees to purchase the property for the bid price, and further agrees to all other terms and conditions set forth in this Resolution and in the Contract of Sale.

Section 5: The Assembly does not require the construction of improvements within a specified period of time as a condition of a conveyance of this Borough property.

Section 6:

- a. The property will be conveyed via quitclaim deed, in form as attached hereto.
- b. The property is sold "as is, where is", in its current condition and with all faults.

The Borough expressly makes no representations regarding, and disclaims any liability for, the property, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned.

c. All bidders should personally inspect the property and make their own determination as to whether the land will meet their needs. The bidder assumes the entire risk as to a property's quality and suitability for intended use. All future uses of the land must comply with applicable federal, state and municipal laws.

Section 7: The successful bidder shall pay a minimum of five percent (5%) of a property's total purchase price as a deposit within fourteen (14) calendar days of the expiration of the appeal period set out in PMC 16.12.110A, and the remaining balance in full within ninety (90) calendar days thereafter. If an appeal of the bid award is timely filed under PMC 16.12.110, the deposit is due from the successful bidder within fourteen (14) calendar days of the decision on the appeal by the Assembly, and the remaining balance is due in full within ninety (90) calendar days thereafter. A quitclaim deed shall not be issued until payment in full of the purchase price has been made. If a purchaser fails to timely make payment in full, the deposit is forfeited to the Borough unless an extension of no more than ten (10) calendar days to pay the balance is authorized in writing by the Borough Manager.

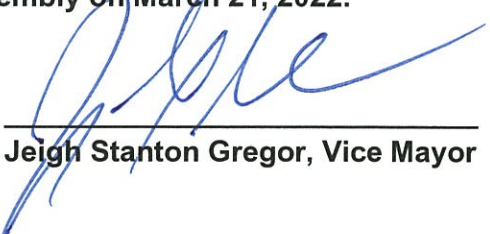
Section 8: If the property is not sold at the public sale, it may be sold on a first-come, first-serve basis under PMC 16.12.150.

Section 9: In the event a purchaser defaults, by either failing to timely make the required deposit, or by failing to pay the remaining purchase price within the required period, the purchaser shall have no further rights to purchase the property under the public sale, and the property shall become available for over-the-counter sale, on a first-come, first serve basis, for the amount equal to the highest qualified bid offered at the public sale. In the event that more than one offer is received by the Borough on the same calendar day for purchase of a property, the purchaser shall be chosen by lot.

Section 10: The Borough Manager is authorized to sign the conveyance documents on behalf of the Borough.

EFFECTIVE DATE. This resolution shall become effective on the day after the date of its passage.

Passed and Approved by the Petersburg Borough Assembly on March 21, 2022.



Jeigh Stanton Gregor, Vice Mayor

ATTEST:



Debra K. Thompson, Borough Clerk

Parcel #: 01-004-320

Physical Address: 700 Sandy Beach Road - Uplands

Zoned: Single Family – Residential

Legal Description: Lot 15; US Survey 2986; Section 26; Township 58S; Range 79E, Copper River Meridian

Size: 84,942 sq ft

2022 Assessed Value: \$76,900

Other comments: Survey completed. This lot is above Sandy Beach Road and has developed lots on both sides. This lot contains a 60' X 440' undeveloped public easement along the eastern property line adjacent to Lot 16. No development may occur within the easement without prior approval of the borough.



CONTRACT OF SALE

This contract of sale is made between the Petersburg Borough, whose address is P.O. Box 329, Petersburg, Alaska, 99833, hereinafter the Seller, and _____, whose address is _____, hereinafter the Buyer. If Buyer is an individual, s/he represents that s/he is 18 years of age or older. If this contract of sale is being executed by Buyer's authorized representative, the written authorization, or copy thereof, is attached hereto.

1. Upon the following terms and conditions, and those set out in Assembly Resolution 2022-03 of the Petersburg Borough, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

Lot 15, US Survey 2986, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough parcel #01-004-320 Located at 700 Sandy Beach Road)

2. (a) The total purchase price is \$_____, payable as follows: A deposit equal to a minimum of five percent (5%) of the purchase price shall be paid to the Seller within five (5) business days of the date of execution of this contract of sale, and the balance of the purchase price shall be paid in full to the Seller within ninety (90) calendar days of execution of this contract of sale. Conveyance of the property to the Buyer shall be by quitclaim deed upon payment of the full purchase price.

(b) In the event that an appeal of the bid award is filed and the bid award to Buyer is upheld in the decision on appeal by the Assembly, the deposit is due within five (5) calendar days of the Assembly's decision, and the balance of the purchase price shall be paid in full within ninety (90) calendar days of the Assembly's decision.

(c) If the Buyer defaults, by either failing to timely make the required deposit or by failing to timely pay the balance of the purchase price, any deposit made by Buyer shall be forfeited to the Seller and the Buyer shall have no further rights whatsoever to purchase the property. This section is not intended to limit any other legal remedy available to the Seller.

3. The property, and any improvements located thereon, is sold "as is, where is", in its current condition and with all faults. The Seller expressly makes no representations regarding, and disclaims any liability for, the property, and/or any improvements located thereon, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use.

BUYER

Name of Buyer (please print)

Signature

Date: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared _____, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this ____ day of _____, 2022.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

For recordation in the Petersburg Recording District

QUITCLAIM DEED

The Grantor, PETERSBURG BOROUGH, whose address is P. O. Box 329, Petersburg, Alaska, 99833, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and quitclaims all of its interest, without warranty, to Grantee, _____, whose address is _____, in that real property more particularly described as follows:

Lot 15, US Survey 2986, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough Parcel #01-004-320)

Subject to all easements, rights-of-way and reservations, and liens, encumbrances and conditions, of record or not of record.

DATED this _____ day of _____, 2022.

PETERSBURG BOROUGH

By: _____

Stephen Giesbrecht

Its: Borough Manager

ACKNOWLEDGEMENT

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, Alaska, who executed the

foregoing instrument, and acknowledged to me that he executed said document under legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily under the premises and for the purposes stated therein.

WITNESS my hand and official seal this ____ day of _____, 2022.

Notary Public in and for Alaska
My commission expires: _____

Return to:
Petersburg Borough Clerk
PO Box 329
Petersburg, AK 99833

Quitclaim Deed
Page 2 of 2

**PETERSBURG BOROUGH
RESOLUTION #2022-04**

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF PARCEL #01-014-180
LOCATED AT 1015 SANDY BEACH ROAD BY OUTCRY AUCTION**

WHEREAS, the Petersburg Borough owns property located at 1015 Sandy Beach Road, more particularly described as follows ("the property"):

Lot FF, US Survey 3276, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough parcel #01-014-180); and

WHEREAS, the property has a 2022 assessed value of \$168,200; and

WHEREAS, the property has been determined not needed for a public use; and

WHEREAS, the property is zoned Single Family Residential; and

WHEREAS, application has been made to purchase the parcel and on February 8, 2022, a noticed public hearing was held by the Petersburg Planning Commission; and

WHEREAS, the Planning Commission considered and reviewed applicant materials, public comments and testimony, and staff comments, and have made recommendation to the Assembly to sell the property by sealed bid; and

WHEREAS, the Assembly wishes to offer the parcel for public sale by outcry auction.

THEREFORE, BE IT RESOLVED by the Assembly of the Petersburg Borough:

Section 1: Pursuant to PMC 16.12.100(D)(1), said property shall be sold at public sale by outcry auction to be held on Monday, May 2, 2022 at 12:00 p.m. in the Assembly Chambers located at 12 S. Nordic Drive, Petersburg, Alaska. The minimum bid price is set forth below:

Parcel #	Legal Description	Physical Address	Assessed Value	Administrative Fee (advertising, surveying, title, deed recording, legal)	Minimum Bid
01-014-180	Lot FF, US Survey 3276, Section 26, Township 58S, Range 79E, Copper River Meridian	1015 Sandy Beach Road	\$168,200	Order for Owner's Title Insurance - \$250 Est. Recording Fees - \$50 Est. Advertising Fees - \$300	\$168,800

Section 2: The Assembly finds that the property is not needed for a public purpose.

Section 3: Any individual participating in the public sale must be eighteen (18) years of age or older as of the date of submittal of a bid.

Borough Charter Section 11.13(E), Personal Interest, states that Borough officers, employees and elected officials shall not be eligible to purchase anything from the borough by outcry auction while holding office or employment or for a period of six months after leaving office or employment.

Section 4: Immediately following the Assembly's declaration of the highest qualified bid, the successful bidder, or bidder's legal representative, shall sign a Contract of Sale, in the form attached, whereby bidder agrees to purchase the property for the bid price, and further agrees to all other terms and conditions set forth in this Resolution and in the Contract of Sale.

Section 5: The Assembly does not require the construction of improvements within a specified period of time as a condition of a conveyance of this Borough property.

Section 6:

- a. The property will be conveyed via quitclaim deed, in form as attached hereto.
- b. The property is sold "as is, where is", in its current condition and with all faults.

The Borough expressly makes no representations regarding, and disclaims any liability for, the property, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned.

- c. All bidders should personally inspect the property and make their own determination as to whether the land will meet their needs. The bidder assumes the entire risk as to a property's quality and suitability for intended use. All future uses of the land must comply with applicable federal, state and municipal laws.

Section 7: The successful bidder shall pay a minimum of five percent (5%) of a property's total purchase price as a deposit within fourteen (14) calendar days of the expiration of the appeal period set out in PMC 16.12.110A, and the remaining balance in full within ninety (90) calendar days thereafter. If an appeal of the bid award is timely filed under PMC 16.12.110, the deposit is due from the successful bidder within fourteen (14) calendar days of the decision on the appeal by the Assembly, and the remaining balance is due in full within ninety (90) calendar days thereafter. A quitclaim deed shall not be issued until payment in full of the purchase price has been made. If a purchaser fails to timely make payment in full, the deposit is forfeited to the Borough unless an extension of no more than ten (10) calendar days to pay the balance is authorized in writing by the Borough Manager.

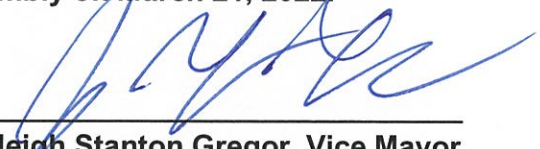
Section 8: If the property is not sold at the public sale, it may be sold on a first-come, first-serve basis under PMC 16.12.150.

Section 9: In the event a purchaser defaults, by either failing to timely make the required deposit, or by failing to pay the remaining purchase price within the required period, the purchaser shall have no further rights to purchase the property under the public sale, and the property shall become available for over-the-counter sale, on a first-come, first serve basis, for the amount equal to the highest qualified bid offered at the public sale. In the event that more than one offer is received by the Borough on the same calendar day for purchase of a property, the purchaser shall be chosen by lot.

Section 10: The Borough Manager is authorized to sign the conveyance documents on behalf of the Borough.

EFFECTIVE DATE. This resolution shall become effective on the day after the date of its passage.

Passed and Approved by the Petersburg Borough Assembly on March 21, 2022.



Jeigh Stanton Gregor, Vice Mayor

ATTEST:



Debra K. Thompson, Borough Clerk

Parcel #: 01-014-180

Physical Address: 1015 Sandy Beach Road

Zoned: Single Family – Residential

Legal Description: Lot FF; US Survey 3276; Section 26; Township 58S; Range 79E, Copper River Meridian

Size: 23,087 sq ft

2022 Assessed Value: \$168,200



CONTRACT OF SALE

This contract of sale is made between the Petersburg Borough, whose address is P.O. Box 329, Petersburg, Alaska, 99833, hereinafter the Seller, and _____, whose address is _____, hereinafter the Buyer. If Buyer is an individual, s/he represents that s/he is 18 years of age or older. If this contract of sale is being executed by Buyer's authorized representative, the written authorization, or copy thereof, is attached hereto.

1. Upon the following terms and conditions, and those set out in Assembly Resolution 2022-03 of the Petersburg Borough, Seller hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real property:

Lot FF, US Survey 3276, Section 26, Township 58S, Rangy 79E,
Copper River Meridian, Petersburg Recording District, (Borough
Parcel #01-014-180 located at 1015 Sandy Beach Road)

2. (a) The total purchase price is \$_____, payable as follows: A deposit equal to a minimum of five percent (5%) of the purchase price shall be paid to the Seller within five (5) business days of the date of execution of this contract of sale, and the balance of the purchase price shall be paid in full to the Seller within ninety (90) calendar days of execution of this contract of sale. Conveyance of the property to the Buyer shall be by quitclaim deed upon payment of the full purchase price.

(b) In the event that an appeal of the bid award is filed and the bid award to Buyer is upheld in the decision on appeal by the Assembly, the deposit is due within five (5) calendar days of the Assembly's decision, and the balance of the purchase price shall be paid in full within ninety (90) calendar days of the Assembly's decision.

(c) If the Buyer defaults, by either failing to timely make the required deposit or by failing to timely pay the balance of the purchase price, any deposit made by Buyer shall be forfeited to the Seller and the Buyer shall have no further rights whatsoever to purchase the property. This section is not intended to limit any other legal remedy available to the Seller.

3. The property, and any improvements located thereon, is sold "as is, where is", in its current condition and with all faults. The Seller expressly makes no representations regarding, and disclaims any liability for, the property, and/or any improvements located thereon, including but not limited to (1) the condition of the property and any improvements located thereon; (2) the exact location or size of the property, the existence of markers on the property, or the ability or cost of surveying the property; (3) the status or insurability of title to the property, including the existence of any liens, encumbrances or conditions on the property; (4) the ability of the Buyer to utilize the property and/or any improvements in any fashion and for any particular purpose or use; and (5) the existence, or the potential for installation, of utilities on or to the property. The Seller makes no representations, warranties or guarantees, express or implied, as to quality, merchantability or suitability of the property for a particular purpose or use.

4. The property is sold subject to all platted easements, rights-of-way and reservations, and may only be used for the purpose for which it is zoned. The property is sold subject to all other liens, encumbrances, and conditions, of record or not of record, including but not limited to matters which would have been disclosed by a survey or physical inspection of the property.

IN WITNESS WHEREOF, this contract of sale has been duly executed by the parties thereto.

SELLER, Petersburg Borough

By: Stephen Giesbrecht
Its: Borough Manager

Date: _____

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed and on behalf and under proper authority of the Petersburg Borough for the uses and purposes therein mentioned.

WITNESS my hand and official seal this ____ day of _____, 2022.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

BUYER

Name of Buyer (please print)

Signature

Date: _____

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared _____, to me known to be the individual described herein, and who executed the foregoing instrument, and acknowledged to me that s/he signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this ____ day of _____, 2022.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

For recordation in the Petersburg Recording District

QUITCLAIM DEED

The Grantor, PETERSBURG BOROUGH, whose address is P. O. Box 329, Petersburg, Alaska, 99833, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and quitclaims all of its interest, without warranty, to Grantee, _____, whose address is _____, in that real property more particularly described as follows:

Lot FF, US Survey 3276, Section 26, Township 58S, Range 79E, Copper River Meridian, Petersburg Recording District, (Borough Parcel #01-014-180)

Subject to all easements, rights-of-way and reservations, and liens, encumbrances and conditions, of record or not of record.

DATED this _____ day of _____, 2022.

PETERSBURG BOROUGH

By: _____
Stephen Giesbrecht
Its: Borough Manager

ACKNOWLEDGEMENT

STATE OF ALASKA)
)
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that before me, the undersigned Notary Public for Alaska, duly commissioned and sworn as such, personally appeared Stephen Giesbrecht, to me known to be the Borough Manager of the Petersburg Borough, Alaska, who executed the

foregoing instrument, and acknowledged to me that he executed said document under legal authority and with knowledge of its contents; and that such act was performed freely and voluntarily under the premises and for the purposes stated therein.

WITNESS my hand and official seal this ____ day of _____, 2022.

Notary Public in and for Alaska
My commission expires: _____

Return to:
Petersburg Borough Clerk
PO Box 329
Petersburg, AK 99833

Quitclaim Deed
Page 2 of 2



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Minutes Borough Assembly Regular Meeting

Monday, April 04, 2022

12:00 PM

Assembly Chambers

1. Call To Order/Roll Call

Vice Mayor Stanton Gregor called the meeting to order at 12:00 p.m.

PRESENT

Assembly Member Bob Lynn
Assembly Member Chelsea Tremblay
Assembly Member David Kensinger
Vice Mayor Jeigh Stanton Gregor
Assembly Member Jeff Meucci
Assembly Member Thomas Fine-Walsh

EXCUSED

Mayor Mark Jensen

2. Voluntary Pledge of Allegiance

The Pledge was recited.

3. Approval of Minutes

A. March 21, 2022 Assembly Meeting Minutes

The March 21, 2022 Assembly meeting minutes 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, Assembly Member Fine-Walsh

4. Amendment and Approval of Meeting Agenda

The agenda was amended to remove agenda item 15F and to add a discussion item on Ranked Choice Voting. The agenda was unanimously approved, 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, Assembly Member Fine-Walsh

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.

Glo Wollen, representing herself, and Becky Turland, representing the SHARE Coalition, spoke in support of creating an Early Childhood Education Task Force.

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

There were no consent agenda items.

11. Report of Other Officers

A. FY 2021 Audit Report

Bikki Shrestha, Audit Partner with BDO Financials, thanked the Borough Finance Department for their help during the audit and informed the Assembly the Borough received the highest possible audit rating, an unmodified opinion, for the FY 2021 budget year.

B. Petersburg Medical Center Update

PMC CEO Hofstetter was unavailable for the meeting. He will provide a report at the April 18 meeting.

12. Mayor's Report

A. April 4, 2022 Mayor's Report

Vice Mayor Stanton Gregor read his Mayor's Report into the record.

13. Manager's Report

A. April 4, 2022 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 #2022-04: An Ordinance Adjusting the FY 2022 Budget for Known Changes

Ordinance #2022-04, if adopted, will approve fund transfers to provide for: 1) the Electric Department 399 Cat Inframe Overhaul; 2) purchase of a new flatbed/plow truck for the Harbor Department; 3) acceptance of the \$1,430,892 DCRA Local Government Lost Revenue Grant; and 4) unexpected rooftop snow removal and electric expenses for the Parks & Recreation Department.

Ordinance #2022-04 was unanimously approved in its second reading.

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, Assembly Member Fine-Walsh

15. New Business

A. Resolution #2022-05: A Resolution Opposing House Bill No. 303 and Senate Bill No. 180 of the State of Alaska Thirty-Second Legislature, both Bills Entitled "An Act Relating to Commercial Passenger Vessel Environmental Compliance; Relating to Commercial Passenger Vessel Fees; Establishing the Wastewater Infrastructure Grant Fund; Repealing the Authority for Citizens' Suits Relating to Commercial Passenger Vessel Environmental Compliance; Repealing the Commercial Passenger Vessel Recognition Program; and Providing for an Effective Date"

By unanimous roll call vote, the Assembly approved Resolution #2022-05.

B. Resolution #2022-06: A Resolution Establishing an Early Childhood Education Task Force

Resolution #2022-06 was amended to add the Borough Manager to the list of task force participants, to add a sentence stating the Assembly will select the task group participants at the second Assembly meeting in May, and to delete the last Whereas clause and add a second Be It Further Resolved clause with specific goals for the task force. The resolution, as amended, was unanimously approved.

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

C. PMPL Transformer Purchase Request

The Assembly unanimously approved purchase of 30 pole mounted transformers from General Pacific for an amount not to exceed \$54,150.

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, Assembly Member Fine-Walsh

D. FY 2023 Assembly Travel & Training Budget

The Assembly approved the FY 2023 Assembly Travel & Training budget of \$19,500.

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

E. Juneau Economic Development Council Presentation on Childcare in Juneau

The Assembly agreed to seek a presentation from Brian Holst with the Juneau Economic Development Council regarding Juneau's childcare issue to be scheduled after the Early Childhood Education Task Force members are appointed.

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

16. Communications

A. Correspondence Received Since March 17, 2022

17. Assembly Discussion Items

A. Ranked Choice Voting Presentation

Assembly Member Tremblay shared a discussion she recently had with Matt Lichtenstein with our Legislative Information Office regarding a collaboration with the State Division of Elections, the Borough, and the LIO to give a public presentation on the new Ranked Choice Voting system the State of Alaska is now using for their elections. Clerk Thompson is to communicate with the entities and try to set up the public presentation later this month.

B. Assembly Member Comments

Assembly Member Lynn recognized Finance Director Tow for once again receiving an unmodified opinion on the Borough's annual audit, discussed the need for a Hospital

Board/Assembly work session in late April or early May to discuss a possible site for a new hospital, stated he hoped to have a future agenda item to update the Borough's State Transportation Infrastructure Projects list due to the federal infrastructure funding bill recently passed, and thanked Assembly Member Tremblay for bringing up the Ranked Choice Voting presentation idea for our residents.

C. Recognitions

Vice Mayor Stanton Gregor recognized the Finance Department for doing their job well.

Assembly Member Kensinger concurred and thanked Finance Director Tow.

Assembly Member Tremblay thanked the Humane Society for their annual spring fundraiser - it's fun to see the flamingos traveling around town!

18. Adjourn

The meeting was adjourned at 1:31 p.m.

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



Petersburg Borough

12 South Nordic Drive
Petersburg, AK 99833

Meeting Minutes Borough Assembly Regular Meeting

Monday, April 18, 2022

6:00 PM

Assembly Chambers

1. Call To Order/Roll Call

Mayor Jensen called the meeting to order at 6:00 p.m.

PRESENT

Assembly Member Chelsea Tremblay
Assembly Member David Kensinger
Vice Mayor Jeigh Stanton Gregor
Assembly Member Jeff Meucci
Mayor Mark Jensen
Assembly Member Thomas Fine-Walsh

EXCUSED

Assembly Member Bob Lynn

2. Voluntary Pledge of Allegiance

The Pledge was recited.

3. Approval of Minutes

There were no minutes available for approval.

4. Amendment and Approval of Meeting Agenda

The agenda was amended to add a Discussion Item regarding the Papke's Landing Marine Facility Improvements Conceptual Design presentation recently given to the Harbor Advisory Board. By unanimous roll call vote, the agenda was approved as amended.

Motion made by Assembly Member Kensinger, Seconded by Assembly Member Meucci.
Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci, Mayor Jensen, Assembly Member Fine-Walsh

5. Public Hearings

A. Ordinance #2022-04: An Ordinance Adjusting the FY 2022 Budget for Known Changes

No testimony was received.

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

There were no consent agenda items.

11. Report of Other Officers

A. PMC CEO Hofstetter will provide a report.

PMC CEO Hosftetter provided an update on Medical Center activities.

12. Mayor's Report

A. April 18, 2022 Mayor's Report

Mayor Jensen read his report into the record.

13. Manager's Report

A. There is no written Manager's Report

There was no Manager's Report for this meeting.

14. Unfinished Business

A. Ordinance #2022-04: An Ordinance Adjusting the FY 2022 Budget for Known Changes - Third Reading

Ordinance #2022-04 will approve fund transfers to provide for: 1) the Electric Department 399 Cat Inframe Overhaul; 2) purchase of a new flatbed/plow truck for the Harbor Department; 3) acceptance of the \$1,430,892 DCRA Local Government Lost Revenue Grant; and 4) unexpected rooftop snow removal and electric expenses for

the Parks & Recreation Department. The ordinance was unanimously approved in its first and second readings.

Ordinance #2022-04 was unanimously approved in its third and final reading.

Motion made by Vice Mayor Stanton Gregor, Seconded by Assembly Member Meucci. Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci, Mayor Jensen, Assembly Member Fine-Walsh

15. New Business

A. Ordinance #2022-05: An Ordinance Updating Chapter 14.04.420 of the Municipal Code, Entitled "Water Rate Schedule and Fees" - First Reading

By unanimous roll call vote, the Assembly approved Ordinance #2022-05 in its first reading.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay. Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci, Mayor Jensen, Assembly Member Fine-Walsh

B. Ordinance #2022-06: An Ordinance Updating Various Sections of Chapter 14.08 of the Municipal Code, Entitled "Sewer Utility" - First Reading

Ordinance #2022-06 was amended to change any reference of 5/8" service to 3/4" service and to remove any increases shown to be effective in FY 2027. Ordinance #2022-06, as amended, was unanimously approved.

Motion made by Assembly Member Meucci, Seconded by Assembly Member Tremblay. Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci, Mayor Jensen, Assembly Member Fine-Walsh

C. Memo from Utility Director Hagerman

This should not be a stand-alone agenda item but rather an attachment to both Agenda Items 15A and 15B. Apologies for the agenda creation error.

D. Utility Rate Study Final Report

This should not be a stand-alone agenda item but rather an attachment to both Agenda Items 15A and 15B. Apologies for the agenda creation error.

E. Resolution #2022-07 A Resolution Approving the Sole Source Procurement for Eaton AMI Large Commercial Meters

Resolution #2022-07 was unanimously approved.

Motion made by Assembly Member Meucci, Seconded by Vice Mayor Stanton Gregor. Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci, Mayor Jensen, Assembly Member Fine-Walsh

F. Schedule a FY2023 Budget Work Session

The Assembly set a work session for the FY 2023 Budget for Monday, May 2, 2022 at 10:30 a.m.

Motion made by Assembly Member Tremblay, Seconded by Assembly Member Meucci. Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci, Mayor Jensen, Assembly Member Fine-Walsh

16. Communications

A. Correspondence Received Since March 31, 2022

17. Assembly Discussion Items

A. Community Clean Up Week

Community Clean Up Week will not be pursued this year.

B. Papke’s Landing Marine Facility Improvements Conceptual Design Presentation

Assembly Member Kensinger reported on the presentation recently provided to the Harbor Advisory Board regarding Papke’s Landing Improvements and stated community input is needed. The conceptual design is on the Borough’s website on the Borough News page and Clerk Thompson will publish a Public Service Announcement to be read over KFSK, posted on local bulletin board and printed in the Petersburg Pilot.

C. Assembly Member Comments

Assembly Member Meucci reminded the public of these upcoming public events:

A going away celebration for the USCG Cutter Anacapa, Friday, April 22, 2022 at 10:00 a.m.

WAVE's 40th Anniversary celebration at the Clausen Museum Saturday, April 23, 2022 from 5:30 to 7:30 p.m.

A hearing on Alaska Senate Bill 180 will be held on Wednesday, April 20, 2022 at 3:30 p.m.

D. Recognitions

Assembly Member Stanton Gregor thanked the volunteers that cleaned up Sandy Beach Park.

Fire/EMS Director Dixson thanked Borough employees Justin Haley and Dennis Jones for their efforts to fix bay door issues at the Fire Station, and Utility Director Hagerman for allowing them to do the work outside of their normal Department.

18. Adjourn

The meeting was adjourned at 6:39 p.m.

Motion made by Assembly Member Tremblay, Seconded by Assembly Member Meucci.
Voting Yea: Assembly Member Tremblay, Assembly Member Kensinger, Vice Mayor Stanton Gregor, Assembly Member Meucci, Mayor Jensen, Assembly Member Fine-Walsh

Mayor's Report May 2, 2022 Assembly Meeting

1. 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

2. Seeking Letters of Interest for a short term, Early Childhood Education Task Force:

Residents from the following groups are needed:

- Childcare Educators
- Petersburg Borough
- Petersburg School District
- Petersburg Medical Center
- Petersburg Economic Development Council
- Chamber of Commerce
- SHARE Coalition
- Petersburg Borough Assembly
- Retail Employees
- Public at Large

The Assembly shall appoint up to 15 members to this task force at the May 16, 2022 Assembly meeting.

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.

3. Farewell to the Anacapa: After homeporting in Petersburg for over 32 years, the Anacapa has been relocated to Port Angeles, Washington. With sincere appreciation for all the Anacapa and her crew have done for Petersburg and our neighbors over the years, we wish them fair winds, clear skies and following seas in their new adventures.



**Borough Manager's Report
Assembly Meeting 02 May 2022**

- ❖ The library has received a grant from the Petersburg Community Foundation to purchase iPads for youth STEAM (Science, Technology, Engineering, Art & Math) programming. These funds will be matched by contributions from Kris Norosz and the Rasmuson Foundation.
- ❖ The library is current seeking donations for our 2022 summer programs. Donations can be made online at psglib.org or at the library front desk.
- ❖ Upcoming classes at the library include a Watercolor Workshop with Pia Reilly, Container Gardening with Andrea Weathers and a presentation from the author of *Gardening Near Glaciers*.
- ❖ ADEC recently notified the water department of its standing as an Ursa Major rated utility for the calendar year 2020. This rating recognizes water utilities that provide excellent service to the community as demonstrated by excellence in reporting to the State.
- ❖ The Senate Finance Committee, Co-chaired by Senator Stedman, held a hearing on the Wastewater 301h permit issue on April 14th. Testimony was limited, but representatives from Anchorage and Ketchikan utilities did a good job of pleading the case of the utilities and communities.
- ❖ A reminder to the public that not all wood waste is accepted at the wood drop off site. Limbs and small diameter logs (less than 6") are accepted for free. Brush, stumps, large logs (over 6" diameter) and lumber with nails or screws are not acceptable materials at the site and must be disposed of elsewhere.
- ❖ NC Machinery mobilized to Petersburg on April 18th to begin the Caterpillar 399 overhaul. The project is going well, and they anticipate completion and testing by Friday, April 29th.
- ❖ Initial drafts of the Scow Bay Generation study indicate that a 3.5MW diesel is needed as the first step toward adequate standby coverage.
- ❖ Our current inventory of transformers is being stressed by new construction this spring. It is highly recommended that customers that wish to receive a new service this year should talk to PMPL as soon as they can to secure a transformer for their project. If the utility runs out of transformers, there will be no chance of providing service to any new homes or businesses until January or February of 2023.
- ❖ Blind Slough Hydro progress:
 - McMillen Jacobs recently solicited vendors for long lead time valving associated with the hydro bypass piping at Blind Slough. The valves in question are being purchased ahead of time to ensure that they will arrive in conjunction with the powerhouse equipment this fall.
 - McMillen Jacobs recently sent out a license amendment packet to multiple stakeholders involved with the hydro relicensing effort. We've asked for comments to be provided over the next 60 days.

- ❖ The two empty apartments on the Assisted Living second floor will be filled with independent residents as we continue to go through the staffing shortages in town.
- ❖ Firefighter New Recruit Class cancelled. No one showed up.
- ❖ Had an outside instructor come to Petersburg for Wilderness First Responder initial and refresher courses. Some were also dual certified as Emergency Trauma Technicians.
- ❖ Sandy attended Spring Emergency Management/Preparedness Conference and Local Emergency Planning Committee Association and State Emergency Response Commission meetings in Anchorage April 19-22, 2022. Attendance is required by the State to be eligible for State and Federal grants.
- ❖ Fire Department invited the USCG Crew from the Anacapa to our monthly dinner (April 4) to thank them for their service and wish them well after the decommissioning of the vessel.
- ❖ The transition to every-other-week recycling pickup is going smoothly, with very few customer calls or complaints about the change in schedule.
- ❖ Public Works Director Cotta, Sanitation Supervisor Aaron Marohl, and Building Maintenance Tech Sam Jackson made a trip to Wrangell on April 26th to visit with Wrangell's Motor Pool, Sanitation and Public Works Depts. We received some hands-on training on the operation and maintenance of SEASWA's new tire shear unit, which is currently located in Wrangell but is being shipped to Petersburg soon.
 - While in Wrangell we also had a chance to examine their centrifuge waste oil filtration system which is a step up from the process we use in Petersburg. We are planning to implement a similar system for our waste oil stream at the Petersburg baler.
 - We were also able to visit Wrangell's solid waste baler and transfer station and discuss baler operations and other solid waste issues with one of their operators and their Public Works Director. The Public Works staff in Wrangell were very good hosts and we had a highly informative and productive visit. We have invited them to tour our operations in Petersburg if they get an opportunity.
- ❖ Thank you to the USFS for the donation of a Taser training suit. This will allow Petersburg Police Department to implement realistic scenarios and de-escalation training with the use of role players who can escalate or de-escalate based on the officers' words or actions.
- ❖ Chief Kerr attended the SECAD meeting in Juneau. This meeting covered operational goals, MOU's and input from the member agencies.
- ❖ This past Saturday (April 23), in recognition for Earth Day, grades 2, 3, & 4 Girl Scouts cleaned up about 20 pounds of trash from the municipal building property and around the block!
- ❖ Got word from the USACE AK District project manager that the South Harbor Dredge bid opening was successful! Competitive bidding between 3 contractors resulted in the award going to Western Marine for just under \$4 million and included 100% of the Boroughs responsibilities. The USACE received full Federal funding for all the base items in the bid packet. The project will begin in October and the Harbor will be getting information out to users on schedule.
- ❖ Harbor Board met and reviewed the Papke's Landing conceptual drawing and agreed to send it back to the Assembly advising them to get more public comments.

**PETERSBURG BOROUGH
ORDINANCE #2022-05
AN ORDINANCE UPDATING CHAPTER 14.04.420 OF THE MUNICIPAL
CODE, ENTITLED “WATER RATE SCHEDULE AND FEES”**

Whereas, the rates for the Borough Water Utility have not been updated since 2018, and increases are needed to keep up with increased costs and expenses to the Borough.

Therefore, the Petersburg Borough Ordains, Section 14.04.420 of the Petersburg Municipal Code, entitled Water rate schedule and fees, is hereby amended as follows:

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

Section 2. Purpose: The purpose of this ordinance is to update the rates found for water utility service set out in Section 14.04.420

Section 3. Substantive Provisions: Section 14.04.420 of the Petersburg Borough Municipal Code is hereby amended as set out below. The table containing the new proposed rates in paragraph A is highlighted in blue, with the old tables in pink and struck through. The proposed new language is in red and underlined:

14.04.420 Water rate schedule and fees.

A. Metered water rates shall be based on the size of service and shall be as follows:

	<u>Rate Schedule</u>				
	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
<u>Annual increase on July 1 of fiscal year</u>		<u>3% inc.</u>	<u>3% inc.</u>	<u>3% inc.</u>	<u>3% inc.</u>
<u>Monthly Base/Commodity Charge</u>					
<u>3/4" residential base charge +</u>	<u>\$35.21</u>	<u>\$36.37</u>	<u>\$37.46</u>	<u>\$38.58</u>	<u>\$39.74</u>
<u>3/4" residential charge per 1,000 gal</u>	<u>\$2.30</u>	<u>\$2.37</u>	<u>\$2.44</u>	<u>\$2.51</u>	<u>\$2.59</u>
<u>3/4" senior discounted base charge +</u>	<u>\$17.66</u>	<u>\$18.19</u>	<u>\$18.74</u>	<u>\$19.30</u>	<u>\$19.88</u>
<u>3/4" senior discounted per 1,000 gal</u>	<u>\$1.15</u>	<u>\$1.18</u>	<u>\$1.22</u>	<u>\$1.26</u>	<u>\$1.29</u>
<u>1" base charge +</u>	<u>\$47.39</u>	<u>\$48.81</u>	<u>\$50.28</u>	<u>\$51.78</u>	<u>\$53.34</u>
<u>1" charge per 1,000 gal</u>	<u>\$4.10</u>	<u>\$4.22</u>	<u>\$4.35</u>	<u>\$4.48</u>	<u>\$4.61</u>
<u>1.5" base charge+</u>	<u>\$118.48</u>	<u>\$122.03</u>	<u>\$125.70</u>	<u>\$129.47</u>	<u>\$133.35</u>
<u>1.5" charge per 1,000 gal</u>	<u>\$4.00</u>	<u>\$4.12</u>	<u>\$4.24</u>	<u>\$4.37</u>	<u>\$4.50</u>
<u>2" base charge +</u>	<u>\$248.81</u>	<u>\$256.27</u>	<u>\$263.96</u>	<u>\$271.88</u>	<u>\$280.04</u>
<u>2" charge per 1,000 gal</u>	<u>\$3.81</u>	<u>\$3.92</u>	<u>\$4.04</u>	<u>\$4.16</u>	<u>\$4.29</u>

3" base charge +	\$544.98	\$561.33	\$578.17	\$595.51	\$613.38
3" charge per 1,000 gal	\$2.38	\$2.45	\$2.52	\$2.60	\$2.68
4" base charge +	\$829.33	\$854.21	\$879.84	\$906.23	\$933.42
4" charge per 1,000 gal	\$1.84	\$1.90	\$1.95	\$2.01	\$2.07
	\$1,244.0				
6" base charge +	2	\$1,281.34	\$1,319.78	\$1,359.37	\$1,400.16
6" charge per 1,000 gal	\$1.04	\$1.07	\$1.10	\$1.14	\$1.17

Effective August 1, 2012

Service Size	Monthly Service Fee	Commodity Charge per 1,000 gallons
5/8'	\$31.35	\$2.04
1'	42.09	3.64
1 1/2'	105.20	3.55
2'	220.93	3.39
3'	483.93	2.11
4'	736.42	1.66
6'	1,104.65	0.92

Effective July 1, 2013—2% increase

Service Size	Monthly Service Fee	Commodity Charge per 1,000 gallons
5/8'	\$31.98	\$2.08
1'	42.93	3.71
1 1/2'	107.31	3.62
2'	225.35	3.45
3'	493.61	2.15
4'	751.15	1.69
6'	1,126.74	0.94

Effective July 1, 2014—2% increase

Service Size	Monthly Service Fee	Commodity Charge per 1,000 gallons
5/8'	\$32.62	\$2.12
1'	43.79	3.78
1 1/2'	109.45	3.69
2'	229.86	3.52
3'	503.48	2.20
4'	766.17	1.72
6'	1,149.28	.96

Effective July 1, 2015—2% increase

Service Size	Monthly Service Fee	Commodity Charge per 1,000 gallons
5/8'	\$33.27	\$2.16
1	44.66	3.86
1½'	111.64	3.77
2	234.45	3.59
3	513.55	2.24
4	781.49	1.76
6	1,172.26	.98

Effective July 1, 2016—2% increase

Service Size	Monthly Service Fee	Commodity Charge per 1,000 gallons
5/8'	\$33.94	\$2.21
1	45.55	3.94
1½'	113.87	3.84
2	239.14	3.67
3	523.82	2.29
4	797.12	1.79
6	1,195.71	1.00

Effective July 1, 2017—2% increase

Service Size	Monthly Service Fee	Commodity Charge per 1,000 gallons
5/8'	\$34.62	\$2.25
1	46.47	4.01
1½'	116.15	3.92
2	243.93	3.74
3	534.30	2.33
4	813.07	1.83
6	1,219.62	1.02

Effective July 1, 2018—2% increase

Service Size	Monthly Service Fee	Commodity Charge per 1,000 gallons
5/8'	\$35.31	\$2.30
1	47.39	4.10
1½'	118.48	4.00
2	248.81	3.81
3	544.98	2.38
4	829.33	1.87
6	1,244.02	1.04

B. Nonmetered water rate: \$5.00 per 1,000 gallons.

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C. Fees for water utility services and administration shall be as follows:

Connect fee:	\$40.00 during normal business hours for each premises served. Actual labor cost, plus fifteen percent after business hours.
Meter testing fee:	Actual labor cost when test is performed during normal business hours.
New service fee:	\$150.00, plus the actual cost of the meter and fittings.
New service line installation:	Actual cost.
Shut-off due to unauthorized turn-on, fraud or abuse:	Actual cost to the borough, plus 15 percent.
Standby fire protection service:	No charge.
Transfer fee:	A. \$25.00, if the property owner only receives water service. The transfer fee covers the cost of name change and meter reading at two service locations and is billed to the new account.
	B. \$50.00, if the property owner receives additional borough utilities. In the case of multiple borough utilities, the transfer fee shall be divided and spread evenly between the utilities received and billed to the new account.

D. Interest shall accrue on past due accounts: Maximum rate allowable by state law.

E. Outside Service Area 1 rates and fees: Charges for all water services and fees for users outside Service Area 1 shall be twice the Service Area 1 rate.

F. Water Delivery Rates. Deliveries of potable water to Borough locations are made to properties that are accessible by road. Customers may be required to install piping from the closest accessible area to their cistern or storage tank if the tank is not readily accessible or the situation is unsafe for Borough staff. Rates for water delivery are based on overall time required to make a delivery, regardless if a customer's tank has the capacity to contain a full 3,000 gallon load. No splitting of loads between two customers is allowed. Rates per load are as follows and charged out based on each specific load delivered:

- WD1: \$200 (1 hour or less required of staff)
- WD2: \$250 (over 1 hour and up to 1.5 hours required of staff)
- WD3: \$300 (deliveries that require over 1.5 hours)

FG. Water rates and fees shall be reviewed annually by the water utility and finance departments and a recommendation made to the borough manager for the increase or decrease of rates as needed for the sound financial management of the water utility. The borough manager shall review the findings and present the recommendation to the borough assembly.

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

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

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this ____ day of _____, 2022.

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Clerk

Adopted:
Noticed:
Effective:

PETERSBURG BOROUGH
ORDINANCE #2022-06
AN ORDINANCE UPDATING VARIOUS SECTIONS OF CHAPTER 14.08 OF
THE MUNICIPAL CODE, ENTITLED “SEWER UTILITY”

Whereas, the rates for the Borough Sewer Utility have not been updated since 2018, and increases are needed to keep up with increased costs and expenses to the Borough, and

Whereas, the language of several other sections of Chapter 14.08 are also in need of update.

Therefore, the Petersburg Borough Ordains, Sections 14.08.050, 14.08.070, 14.08.130, and 14.08.320 of Chapter 14.08 the Petersburg Municipal Code, entitled Sewer Utility, are hereby amended as follows:

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

Section 2. Purpose: The purpose of this ordinance is to update the rates for sewer utility service set out in Section 14.08.320, and to update the language of several other sections of Chapter 14.08.

Section 3. Substantive Provisions: Sections 14.08.050, 14.08.070, 14.08.130, and 14.08.320 of the Petersburg Borough Municipal Code are hereby amended as follows. The language proposed for addition is in red and underlined, and the language proposed for deletion is in blue and struck through. The table containing the new proposed commodity charge rate schedule in Section .320(A) is highlighted in blue, with the old table in pink and struck through:

Sections:

14.08.050 Private sewage disposal—Owner to operate and maintain.

14.08.070 Service outside Service Area 1 or municipal boundaries.

14.08.130 Substances prohibited in sewers designated.

14.08.320 Sewer collection rates.

14.08.050 Private sewage disposal—Owner to operate and maintain.

The property owner shall operate and maintain private sewage disposal facilities in a sanitary manner at all times, at no expense to the borough. Septic tanks shall be pumped a minimum of every 2 years.

14.08.070 Service outside Service Area 1 or municipal boundaries.

- A. The borough assembly may authorize the construction of sewer trunk lines outside Service Area 1 or the municipal boundaries. Applications for construction must be made in writing to the assembly by the person or persons interested in receiving service.
- B. Sewer trunk lines constructed outside Service Area 1 or municipal limits are subject to the provisions of chapter 14.18.

- C. Rates and fees charged for sewer services, including vector service and pumping of portable toilets shall be twice the Service Area 1 rate. outside of Service Area 1 shall be subject to a surcharge of \$150.

14.08.130 Substances prohibited in sewers designated.

Except as provided in this chapter, no person shall discharge or cause to be discharged any of the following discharge waters or wastes to any public sewer:

- A. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;
- B. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil or grease;
- C. Any gasoline, benzene, naphtha, fuel oil or other flammable or other explosive liquid, solid or gas;
- D. Any garbage that has not been properly shredded;
- E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, "flushable" wipes, or any other fibrous, solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works;
- F. Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;
- G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, or constitute a hazard in the receiving waters of the sewage treatment plant;
- H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- I. Any noxious or malodorous gas or substance capable of creating a public nuisance.

14.08.320 Sewer collection rates.

- A. The sewer utility rate shall apply to the owner of all houses, buildings or other structures designed or used for human occupancy, employment, recreation or other purpose provided that the public sewer is within 150 feet of the property line. The rate for the sewer utility shall be a minimum based on a unit fee predicated on the size of the water service, plus a water commodity charge as follows. In the event municipal water service is not connected, the monthly minimum for five-eighths inch service shall apply unless it is apparent to the borough that a larger amount of water is being used on the premises.

Sewer Utility Monthly Service Charge Rate Schedule

		<u>8/1/2012</u> <u>FY2022</u>	<u>7/1/2013</u> <u>FY2023</u> 4.53% inc.	<u>7/1/2014</u> <u>FY2024</u> 4.53% inc.	<u>7/1/2015</u> <u>FY2025</u> 4.53% inc.	<u>7/1/2016</u> <u>FY2026</u> 4.53% inc.	<u>7/1/2017</u> <u>FY2027</u> 4.53% inc.	<u>7/1/2018</u> 4.5% inc.
Service Description	Size of Water Meter	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth	Service Charge \$/mth
Residential	<u>5/8"-3/4"</u>	<u>31.02</u> <u>40.40</u>	<u>32.42</u> <u>41.61</u>	<u>33.88</u> <u>42.86</u>	<u>35.40</u> <u>44.15</u>	<u>36.99</u> <u>45.47</u>	<u>38.66</u> <u>46.83</u>	40.40
1" Sewer	1"	<u>69.50</u> <u>90.51</u>	<u>72.63</u> <u>93.23</u>	<u>75.90</u> <u>96.02</u>	<u>79.31</u> <u>98.90</u>	<u>82.88</u> <u>101.87</u>	<u>86.61</u> <u>104.93</u>	90.51
1½" Sewer	1½"	<u>167.26</u> <u>217.81</u>	<u>174.78</u> <u>224.34</u>	<u>182.65</u> <u>231.07</u>	<u>190.87</u> <u>238.01</u>	<u>199.46</u> <u>245.15</u>	<u>208.43</u> <u>252.50</u>	217.81
2" Sewer	2"	<u>334.52</u> <u>435.64</u>	<u>349.58</u> <u>448.71</u>	<u>365.31</u> <u>462.17</u>	<u>381.75</u> <u>476.04</u>	<u>398.93</u> <u>490.32</u>	<u>416.88</u> <u>505.03</u>	435.64
3" Sewer	3"	<u>644.39</u> <u>839.16</u>	<u>673.39</u> <u>864.33</u>	<u>703.69</u> <u>890.26</u>	<u>735.36</u> <u>916.97</u>	<u>768.45</u> <u>944.48</u>	<u>803.03</u> <u>972.82</u>	839.16
6" Sewer	6"	<u>1,682.96</u> <u>2191.66</u>	<u>1,758.70</u> <u>2257.41</u>	<u>1,837.84</u> <u>2325.13</u>	<u>1,920.54</u> <u>2394.89</u>	<u>2,006.97</u> <u>2,466.73</u>	2,097.28	2,191.66
Industrial Sewer		<u>405.92</u> <u>528.61</u>	<u>424.18</u> <u>544.47</u>	<u>443.27</u> <u>560.80</u>	<u>463.22</u> <u>577.63</u>	<u>484.07</u> <u>594.96</u>	505.85	528.61
Sewer 3/Base Conspt	<u>5/8</u> <u>"3/4"</u>	<u>93.06</u> <u>121.19</u>	<u>97.25</u> <u>124.83</u>	<u>101.63</u> <u>128.57</u>	<u>106.20</u> <u>132.43</u>	<u>110.98</u> <u>136.40</u>	115.97	121.19
DBL Base+Conspt/Res	<u>5/8</u> <u>"3/4"</u>	<u>62.04</u> <u>80.80</u>	<u>64.83</u> <u>83.22</u>	<u>67.75</u> <u>85.72</u>	<u>70.80</u> <u>88.29</u>	<u>73.99</u> <u>90.94</u>	77.32	80.80
Sewer Conspt-Res	<u>5/8"-3/4"</u>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sewer Base	<u>5/8"-3/4"</u>	<u>31.02</u> <u>40.40</u>	<u>32.42</u> <u>41.61</u>	<u>33.88</u> <u>42.86</u>	<u>35.40</u> <u>44.15</u>	<u>36.99</u> <u>45.47</u>	<u>38.66</u>	40.40
Sewer Conspt-Com		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Sewer-Condos		<u>279.19</u> <u>363.58</u>	<u>291.76</u> <u>374.49</u>	<u>304.88</u> <u>385.72</u>	<u>318.60</u> <u>397.29</u>	<u>332.94</u> <u>409.21</u>	<u>347.92</u>	<u>363.58</u>
Sewer 3xBase +Conspt		<u>93.06</u> <u>121.19</u>	<u>97.25</u> <u>124.83</u>	<u>101.63</u> <u>128.57</u>	<u>106.20</u> <u>132.43</u>	<u>110.98</u> <u>136.40</u>	<u>115.97</u>	<u>121.19</u>
AK State Housing Apartments	5/8 "3/4"	<u>186.13</u> <u>242.39</u>	<u>194.50</u> <u>249.66</u>	<u>203.26</u> <u>257.15</u>	<u>212.40</u> <u>264.87</u>	<u>221.96</u> <u>272.81</u>	<u>231.95</u>	<u>242.39</u>
Commercial Swr Base		<u>69.50</u> <u>90.51</u>	<u>72.63</u> <u>93.23</u>	<u>75.90</u> <u>96.02</u>	<u>79.31</u> <u>98.90</u>	<u>82.88</u> <u>101.87</u>	<u>86.61</u>	<u>90.51</u>
Half Chg Senior Cit	5/8 "3/4"	<u>15.52</u> <u>20.21</u>	<u>16.21</u> <u>20.82</u>	<u>16.94</u> <u>21.44</u>	<u>17.71</u> <u>22.08</u>	<u>18.50</u> <u>22.75</u>	<u>19.34</u>	<u>20.21</u>

Sewer Utility Commodity Charge Rate Schedule

		<u>FY2022</u>	<u>FY2023</u> 3% inc.	<u>FY2024</u> 3% inc.	<u>FY2025</u> 3% inc.	<u>FY2026</u> 3% inc.
<u>Service Description</u>	<u>Size of Water Meter</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>
<u>All service levels</u>	<u>All</u>	<u>1.02</u>	<u>1.05</u>	<u>1.08</u>	<u>1.11</u>	<u>1.15</u>

Sewer Utility Commodity Charge Rate Schedule

		<u>8/01/2012</u>	<u>7/1/2013</u> 4.5% inc.	<u>7/1/2014</u> 4.5% inc.	<u>7/1/2015</u> 4.5% inc.	<u>7/1/2016</u> 4.5% inc.	<u>7/1/2017</u> 4.5% inc.	<u>7/1/2018</u> 4.5% inc.
<u>Service Description</u>	<u>Size of Water Meter</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>	<u>\$/Kgal</u>
<u>All-service levels</u>	<u>All</u>	<u>0.78</u>	<u>0.82</u>	<u>0.86</u>	<u>0.90</u>	<u>0.94</u>	<u>0.98</u>	<u>1.02</u>

The commodity charge is billed from the rate schedule as presented in this chapter, for each unit. A unit shall be each separate residence, house, trailer, apartment, commercial or industrial premises, public restroom or any structure designed or used for dwelling or business purposes.

B. Fees for sewer services and administration shall be as follows:

Connect/reconnect fee. If water valve seals have been used to disconnect a private water system and facilitate the disconnection of sewer service, a \$30.00 fee shall be assessed when service is reconnected. When borough water service is being connected or reconnected, the connect fee for the water utility shall be billed but no connection fee for sewer shall apply.

Disconnect fee. In the event borough water service is disconnected to a unit, sewer service charges may be discontinued. If a unit is not served by borough water service, disconnection of the unit's water supply and installation of a borough valve seal on an accessible water control valve will meet the requirements for discontinuation of sewer charges. The borough shall bill the property owner the actual cost to discontinue the service. If borough seals are tampered with or broken before being removed by the borough in preparation to reconnect services, the property owner will be backbilled for all waived charges during the disconnection period.

Charges for Service. If Borough staff responds to a call for service and the cause of the problem is found to be located on private property, the property owner is responsible for all labor and equipment costs for repair of service.

New service fee:	
Four- or six-inch sewer line	\$150.00
Eight-inch and larger sewer line	\$250.00
New service line installation:	Actual cost
Private sewage disposal:	\$4.00 per 100 gallons of liquid waste delivered to the wastewater treatment plant
	\$50.00 per 55 gallon volume of waste containing at least ten percent solids by weight
<u>Vactor Service:</u>	<u>Vactor service will be billed at actual costs for equipment and labor-\$750 per load flat fee for septic tanks, outhouse or vault toilet pumping.</u>
<u>Portable toilet service:</u>	<u>\$300 flat fee for pumping of temporary, rented or privately-owned portable toilets.</u>
<u>Marine pumping:</u> (Vessel pumps to Borough tanker)	<u>\$800 flat fee per load. Responsibility for wastewater spills lies solely with vessel owner during pumping.</u>
<u>Camera Inspection Equipment</u>	<u>An equipment fee of \$40 per hour is charged for pipeline inspection services on private sewer lines, with a 1 hour minimum. Actual personnel costs are charged in addition to the equipment fee.</u>
<u>Sewer Cleaning Equipment</u>	<u>An equipment fee of \$40 per hour is charged for clearing of blockages on private property, with a 1 hour minimum. Actual personnel costs are charged in addition to the equipment fee.</u>

- C. Nonresident rates and fees. Charges for all sewer services and fees for users outside Service Area 1 or the municipal limits shall be twice the Service Area 1 rate.
- D. Sewer rates and fees shall be reviewed annually by the sewer utility and finance departments and a recommendation made to the borough manager for the increase or decrease of rates as needed for the sound financial management of the sewer utility. The borough manager shall review the findings and present the recommendation to the borough assembly.
- E. Interest shall accrue on past due accounts: Maximum rate allowable by state law.

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

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

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this 18th day of May, 2022.

Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Clerk

Adopted:
 Noticed:
 Effective:

**PETERSBURG BOROUGH
ORDINANCE #2022-07**

**AN ORDINANCE OF THE PETERSBURG BOROUGH ADOPTING THE BUDGET FOR THE FISCAL YEAR
JULY 1, 2022 THROUGH JUNE 30, 2023**

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 set forth budgetary requirements for the operation of the various divisions, departments and organizations of the Petersburg Borough for Fiscal Year 2023. Support to the Petersburg School District has been included in the General Fund Expenditures.

Section 3. Substantive Provisions: In accordance with Section 11.07 of the Charter of the Petersburg Borough, the budget for the fiscal period beginning July 1, 2022 and ending June 30, 2023 is hereby approved in the amounts and for the purposes as stated below. The supporting line item budget detail, as reviewed by the Assembly, is incorporated as part of this ordinance.

A. Fiscal Year 2023 Revenue and Expenditure Budget

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENDITURES BUDGET</u>
<u>GENERAL FUND</u>		
General Fund	\$ 10,705,841	\$ 10,705,841
<u>ENTERPRISE FUNDS</u>		
Electric Fund	\$ 7,089,366	\$ 7,831,000
Water Fund	\$ 1,199,747	\$ 2,055,301
Wastewater Fund	\$ 910,834	\$ 1,454,560
Sanitation Fund	\$ 1,271,843	\$ 1,557,838
Harbor Fund	\$ 2,065,658	\$ 3,840,948
Elderly Housing Fund	\$ 453,401	\$ 571,775
Assisted Living Fund	\$ 1,795,338	\$ 2,149,728
<u>INTERNAL SERVICE FUNDS</u>		
Motor Pool Fund	\$ 1,017,321	\$ 1,681,433
<u>DEBT SERVICE FUND</u>	\$ 799,285	\$ 835,000
<u>SPECIAL REVENUE FUNDS</u>		
Miscellaneous Grants	\$ 31,607	\$ 31,607
Economic Development Fund	\$ 100,000	\$ 732,843
Secure Rural Schools Fund	\$ 450,000	\$ 700,000
Secure Rural Roads Fund	\$ 244,000	\$ 350,000
Property Development Fund	\$ 38,000	\$ 70,000
Transient Room Tax Fund	\$ 50,000	\$ 51,000
E911 Surcharge Fund	\$ 86,000	\$ 82,600
Marine Passenger Fee	\$ 35,000	\$ 50,000
Borough Organizational Fund	\$ -	\$ 61,128
Coronavirus Stet and Local Recovery Fund (ARPA)	\$ -	\$ 395,000
DCRA Local Government Lost Revenue Fund (ARPA)	\$ 1,430,893	\$ 1,430,892
Local Disaster - FEMA	\$ 620,000	\$ 620,000
<u>CAPITAL PROJECTS FUNDS</u>	\$ 1,614,000	\$ 12,342,004

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 July 1, 2022.

Passed and approved by the Petersburg Borough Assembly, Petersburg, Alaska this 6th day of June, 2022.


Mark Jensen, Mayor

ATTEST:

Debra K. Thompson, Borough Clerk

Adopted:
Published:
Effective:

MEMORANDUM

TO: MAYOR JENSEN AND BOROUGH ASSEMBLY
FROM: KARL HAGERMAN, UTILITY DIRECTOR 
SUBJECT: REQUEST FOR APPLICATION OF A FUEL ADJUSTMENT CHARGE
DATE: 4/27/2022
CC: STEVE GIESBRECHT, BOROUGH MANAGER

Per the Municipal Code, Chapter 14.16.720, titled Rates – Fuel and Purchased Power Adjustment Charge, the Assembly has the discretion to implement a fuel adjustment to all kilowatt hours sold in the billing period that also includes the annual SEAPA maintenance shutdown and the resulting 10-day diesel plant run by the utility.

With this memorandum, I am requesting that the Assembly consider implementing the codified rate adjustment for the billing period between May 27th and June 27th of 2022. The adjustment has not been used for many years due to the application of SEAPA rebates toward fuel consumption by the utility during the shutdown. Now that the SEAPA rebates are no longer a consideration of the Agency, the utility desires to recoup fuel costs above \$2.40 per gallon (the price noted in the code) for the annual maintenance run this year. The SEAPA maintenance period is scheduled for June 1st–10th.

The adjustment would take fuel burn expenses above \$2.40 per gallon and spread out those costs to all kilowatt hours sold during the affected billing period. If fuel is not above \$2.40, there is no adjustment. Pricing for bulk diesel fuel to the utility was \$3.09 per gallon in January 2022 and pricing as of the writing of this memo is \$4.27 per gallon. Pricing of fuel is likely to go up again before the diesel run, which just emphasizes the need to recoup unanticipated expenses related to fuel costs.

As an example of potential adjustment per kwh, a hypothetical scenario is presented below, with 2021 generation levels and current pricing for fuel.

$$\text{Fuel Adjustment} = (F-240)/13.5 \times D/G$$

F = Cost in cent/gal of most recent fuel purchase = 427 (As of April 21, 2021)

D= kwh generated during prior month by diesel plant = 744,132 kwh (June 2021)

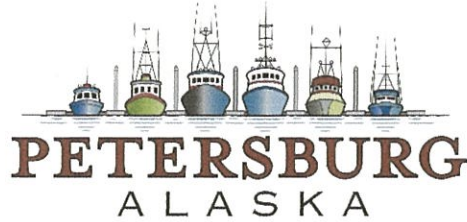
G = Total generation during prior month, in kwh = 3,748,012 kwh (June 2021)

$$\text{Adjustment} = (427-240)/13.5 \times (744,132/3,748,012) = 2.749 \text{ cents/kwh}$$

In this hypothetical scenario, the utility would be seeking to recover \$93,193 in unanticipated fuel costs and a customer that used 1,000 kwh in the billing period would see an adjustment of \$27.49 added to their bill.

If approved, the utility will begin a public information campaign to make our customers aware of the power adjustment and the billing period in which it will be applied. Conservation of power at households and businesses during the billing period will lessen the amount of power generation and fuel usage during the shutdown, but also the total amount of usage by the community that is factored into the adjustment formula. Concerted conservation efforts will help every customer to lessen the impacts of the adjustment.

Thank you for your consideration.



Office Use:

Rec'd. by: DKT

Date Rec'd:

3/24/22

Application For Assignment or Sublease of Borough Lands or Tidelands Lease

Please return completed and signed application to the Borough Clerk's Office, along with an accurate drawing or asbuilt survey, showing the location of all improvements currently located on the property.

Assignment

Sublease

Current Lessee Information:

trustee: _____

Name: PATRICIA Magill Stevens and Estate of Fredericks Magill

Mailing Address: 895 Ann Street, Harbor Springs, MI 49740

Email Address: Patsplace895@gmail.com

Tele./Fax Nos.: 907-723-4664

SOA Bus. Lic. No.: _____

Type of Business Entity (i.e. corporation, LLC, partnership, d/b/a, etc.), including State of incorporation or organization: _____

SSN/Tax Id. No.: _____

Proposed New Lessee or Sublessee Information:

Name: Don Huse

Contact Person: Nance Zaic

Mailing Address: PO Box 373 Petersburg, AK 99833

Email Address: Zuse@gci.net

Tele./Fax Nos.: 907-518-1711

SOA Bus. Lic. No.: _____

Proposed New Lessee or Sublessee Information: (cont'd)

Type of Business Entity (i.e. corporation, LLC, partnership, d/b/a, etc.), including State of incorporation or organization: _____

SSN/Tax Id. No.: _____

Current Lease Information:

Parcel ID #: _____

Legal Description of Leased Property: 8,526 sf of Tideland, Seaward of T-1, T-2 & T-3, ATS 9

Expiration Date of Lease: 2039 (Feb 1, 2039)

Description and estimated value of all improvements currently located on Leased Property: Small 10' x 20' Landing off of Property to Lease Land. \$5,000

Assignment/Sublease of Lease Information:

Intended Purpose and Use for leased property by Proposed New Lessee/Sublessee, including (i) a thorough description of any equipment, materials, facilities or improvements to be constructed, installed or otherwise placed upon the property in the future and the use of each such item, attaching a map showing the placement of all current and planned equipment, materials, facilities and improvements on the site; (ii) a plan for removal of any waste or refuse from the site; (iii) a comprehensive outline of new lessee/sublessee's anticipated activities at the site, including dates of operation and number of persons at the site; (iv) a plan for restoration and reclamation of the leased property to its original condition upon expiration or termination of the lease; and (v) if a sublease is proposed, the term of the proposed sublease; please attach a copy of the proposed sublease: (attach additional sheets if necessary): I do not plan on using the leased property for anything other than viewing from I do not plan on any construction other than putting a to code railing around landing for safety.

Do any of the uses listed in the preceding section require federal, state or local permits? If yes, list all:

Are the uses listed consistent with the Borough Comprehensive Plan? If yes, please describe:

The Current Lessee and the proposed New Lessee/Sublessee hereby request approval of assignment or sublease of the above-described Lease. The parties understand that the Borough may request additional information and documents upon review of this application. The parties hereby certify that they have reviewed Petersburg Municipal Code Chapters 16.12 and 16.16 (as they may pertain to this particular application) and understand the Code requirements.

Dated: _____

Current Lessee: Patricia Magill Stevens /
(printed name)

Patricia Magill Stevens /
Signature

Printed Name

Title of Signatory (if an entity)

Dated: _____

New Lessee or Sublessee: _____
(printed name)

Signature

Printed Name

Title of Signatory (if an entity)

Do any of the uses listed in the preceding section require federal, state or local permits? If yes, list all:

Are the uses listed consistent with the Borough Comprehensive Plan? If yes, please describe:

The Current Lessee and the proposed New Lessee/Sublessee hereby request approval of assignment or sublease of the above-described Lease. The parties understand that the Borough may request additional information and documents upon review of this application. The parties hereby certify that they have reviewed Petersburg Municipal Code Chapters 16.12 and 16.16 (as they may pertain to this particular application) and understand the Code requirements. *Stacie L. Magill Targalovich*

Dated: 6-25-2021

Current Lessee: Patricia Magill Stearns / Stacie L. Magill Targalovich
(printed name)

Patricia Magill Stearns
Signature

Stacie L. Magill Targalovich

Printed Name

Title of Signatory (if an entity)

Dated: _____

New Lessee or Sublessee: _____
(printed name)

Signature

Printed Name

Title of Signatory (if an entity)

Do any of the uses listed in the preceding section require federal, state or local permits? If yes, list all:

no

Are the uses listed consistent with the Borough Comprehensive Plan? If yes, please describe:

yes

The Current Lessee and the proposed New Lessee/Sublessee hereby request approval of assignment or sublease of the above-described Lease. The parties understand that the Borough may request additional information and documents upon review of this application. The parties hereby certify that they have reviewed Petersburg Municipal Code Chapters 16.12 and 16.16 (as they may pertain to this particular application) and understand the Code requirements.

Dated: _____

Current Lessee: _____
(printed name)

Signature

Printed Name

Title of Signatory (if an entity)

Dated: 6/22/21

New Lessee or Sublessee: Don Huse
(printed name)

Don Huse
Signature

Don Huse
Printed Name

Title of Signatory (if an entity)

Record in the Petersburg Recording District

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONSENT

This Agreement is made as of the _____ day of _____, 20__.

BETWEEN the “Assignor”: **Patricia Magill Stevens and the Estate of Frederick S. Magill**
895 Ann Street
Harbor Springs, MI 49740

AND, the “Assignee”: **Don Huse**
PO Box 373
Petersburg, AK 99833

AND, the “Lessor”: **PETERSBURG BOROUGH**
PO Box 329,
Petersburg, AK 99833

THE ABOVE PARTIES AGREE AS FOLLOWS:

1. The **Assignor** is the Lessee with the **Lessor** under the lease for:

Magill Estate Tidelands Lease 8,526 sf of Tideland, Seaward of T-1, T-2 & T-3, ATS9

- Date of Original Lease – February 1, 1984, not recorded
- Amendment #1 dated June 23, 1993, effective February 1, 1989 and recorded in book 0041 pages 614-621 on June 30, 1993
- Amendment #2 dated January 18, 1994 and recorded in book 0043 pages 661-664 on February 16, 1994
- Amendment #3 dated April 22, 1999 and recorded in book 0063 pages 409-411 on April 27, 1999
- Amendment #4 dated February 26, 2004 and recorded as document #2004-000207-0 on March 8, 2004
- Amendment #5 dated February 27, 2009 and recorded as document #2009-000231-0 on April 27, 2009

- Amendment #6 dated February 1, 2014 and recorded as document #2019-000130-0 on March 11, 2019
 - Amendment #7 dated February 1, 2019 and recorded as document #2019-000365-0 on June 25, 2019
2. The **Assignor** has agreed to assign the Lease to the **Assignee** subject to approval by the **Lessor** by formal action of the Borough Assembly.
 3. The **Assignor** grants and assigns to the **Assignee**:
 - A. All of the **Assignor's** interest in the Lease described in Section 1, including: the unexpired residue of the term of the Lease and every renewal of the lease; all benefits, advantages and rights of action to be derived from the Lease; annual rent payment obligations; and all the observances, performances, conditions and agreements contained in the Lease; and
 - B. All of the **Assignor's** interest in any fixtures, leasehold improvements and other chattels located on the leased premises.

Assignor agrees that, notwithstanding the assignment of the Lease and the consent of Lessor thereto, Assignor shall remain fully liable for all obligations of the Lessee under the Lease coming due or to be performed after the date of the assignment.

4. The **Assignee** hereby assumes all obligations of **Assignor** subject and pursuant to the terms and conditions of the Lease, and agrees during all the residue of the term of the Lease to:
 - A. Pay rent and other amounts due under the Lease when due; and
 - B. Perform all the observances, performances, conditions and agreements contained in the Lease; and
 - C. Indemnify and save harmless the **Assignor** and the **Lessor** from all actions, suits, costs, losses, charges, damages and expenses in assumption of the Lease.
5. **Lessor** acknowledgments and consents:
 - A. The Lease is in good standing. To the best of Lessor's knowledge, conditions and agreements contained in the Lease have been duly paid and performed by the **Assignor** up to the date of this agreement. There are no known existing material defaults or outstanding claims against the **Assignor** under the Lease.
 - B. The **Lessor** hereby consents to the assignment of the Lease from the **Assignor** to the **Assignee**. This Consent is a consent only to such direct assignment from **Assignor** to **Assignee** and is not a consent to, nor a waiver of, any requirement to obtain **Lessor's** consent to any other or further assignment of the **Lessee's** interest in the Lease. It is

expressly agreed that this Consent shall not affect any duty, obligation or liability imposed on Assignor under the Lease.

6. **Effect:** This Agreement shall be binding upon the parties, their successors and assigns. The Agreement shall be governed by the laws of Alaska, the laws of the United State of America and the Petersburg Municipal Code, as applicable.
7. **Recording:** The parties agree that this Agreement may be recorded and shall constitute a notice or memorandum of lease for purposes of notifying the public as to the terms of the Agreement.
8. **Execution:** 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.
9. **Effective Date.** This Agreement shall be effective upon the date of the last signature below.

(Signature pages to follow)

ASSIGNEE:

Don Huse

By: _____
Don Huse

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2022, before me personally appeared Don Huse, to me known to be the assignee of the tidelands lease described herein, and who executed the above and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public

Notary Public in and for the State of Alaska, residing at Petersburg.
My commission expires _____.

LESSOR:

PETERSBURG BOROUGH

By: _____
Stephen Giesbrecht, Manager

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 2022, before me personally appeared Stephen Giesbrecht, to me known to be the Manager of the Petersburg Borough and who executed the above and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated he is authorized to execute this document on behalf of the Petersburg Borough.

Notary Public

Notary Public in and for the State of Alaska, residing at Petersburg
My commission expires _____.

After recording, return to: Borough Clerk
Petersburg Borough
PO Box 329
Petersburg, AK 99833

117TH CONGRESS
1ST SESSION

S. 3269

To provide for the recognition of certain Alaska Native communities and the settlement of certain claims under the Alaska Native Claims Settlement Act, and for other purposes.

IN THE SENATE OF THE UNITED STATES

NOVEMBER 19, 2021

Ms. MURKOWSKI (for herself and Mr. SULLIVAN) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

A BILL

To provide for the recognition of certain Alaska Native communities and the settlement of certain claims under the Alaska Native Claims Settlement Act, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Unrecognized South-
5 east Alaska Native Communities Recognition and Com-
6 pensation Act”.

1 **SEC. 2. PURPOSE.**

2 The purpose of this Act is to redress the omission
3 of the southeastern Alaska communities of Haines, Ketch-
4 ikan, Petersburg, Tenakee, and Wrangell from eligibility
5 under the Alaska Native Claims Settlement Act (43
6 U.S.C. 1601 et seq.) by authorizing the Alaska Natives
7 enrolled in the communities—

8 (1) to form Urban Corporations for the commu-
9 nities of Haines, Ketchikan, Petersburg, Tenakee,
10 and Wrangell under the Alaska Native Claims Set-
11 tlement Act (43 U.S.C. 1601 et seq.); and

12 (2) to receive certain settlement land pursuant
13 to that Act.

14 **SEC. 3. ESTABLISHMENT OF ADDITIONAL NATIVE COR-**
15 **PORATIONS.**

16 Section 16 of the Alaska Native Claims Settlement
17 Act (43 U.S.C. 1615) is amended by adding at the end
18 the following:

19 “(e) NATIVE VILLAGES OF HAINES, KETCHIKAN, PE-
20 TERSBURG, TENAKEE, AND WRANGELL, ALASKA.—

21 “(1) IN GENERAL.—The Native residents of
22 each of the Native Villages of Haines, Ketchikan,
23 Petersburg, Tenakee, and Wrangell, Alaska, may or-
24 ganize as Urban Corporations.

25 “(2) EFFECT ON ENTITLEMENT TO LAND.—

26 Nothing in this subsection affects any entitlement to

1 land of any Native Corporation established before
2 the date of enactment of this subsection pursuant to
3 this Act or any other provision of law.”.

4 **SEC. 4. SHAREHOLDER ELIGIBILITY.**

5 Section 8 of the Alaska Native Claims Settlement Act
6 (43 U.S.C. 1607) is amended by adding at the end the
7 following:

8 “(d) NATIVE VILLAGES OF HAINES, KETCHIKAN,
9 PETERSBURG, TENAKEE, AND WRANGELL.—

10 “(1) IN GENERAL.—The Secretary shall enroll
11 to each of the Urban Corporations for Haines,
12 Ketchikan, Petersburg, Tenakee, or Wrangell those
13 individual Natives who enrolled under this Act to the
14 Native Villages of Haines, Ketchikan, Petersburg,
15 Tenakee, or Wrangell, respectively.

16 “(2) NUMBER OF SHARES.—Each Native who
17 is enrolled to an Urban Corporation for Haines,
18 Ketchikan, Petersburg, Tenakee, or Wrangell pursu-
19 ant to paragraph (1) and who was enrolled as a
20 shareholder of the Regional Corporation for South-
21 east Alaska shall receive 100 shares of Settlement
22 Common Stock in the respective Urban Corporation.

23 “(3) NATIVES RECEIVING SHARES THROUGH IN-
24 HERITANCE.—If a Native received shares of stock in
25 the Regional Corporation for Southeast Alaska

1 through inheritance from a decedent Native who
 2 originally enrolled to the Native Village of Haines,
 3 Ketchikan, Petersburg, Tenakee, or Wrangell and
 4 the decedent Native was not a shareholder in a Vil-
 5 lage Corporation or Urban Corporation, the Native
 6 shall receive the identical number of shares of Settle-
 7 ment Common Stock in the Urban Corporation for
 8 Haines, Ketchikan, Petersburg, Tenakee, or
 9 Wrangell as the number of shares inherited by that
 10 Native from the decedent Native who would have
 11 been eligible to be enrolled to the respective Urban
 12 Corporation.

13 “(4) EFFECT ON ENTITLEMENT TO LAND.—
 14 Nothing in this subsection affects entitlement to
 15 land of any Regional Corporation pursuant to sec-
 16 tion 12(b) or 14(h)(8).”

17 **SEC. 5. DISTRIBUTION RIGHTS.**

18 Section 7 of the Alaska Native Claims Settlement Act
 19 (43 U.S.C. 1606) is amended—

20 (1) in subsection (j)—

21 (A) in the third sentence, by striking “In
 22 the case” and inserting the following:

23 “(3) THIRTEENTH REGIONAL CORPORATION.—

24 In the case”;

1 (B) in the second sentence, by striking
2 “Not less” and inserting the following:

3 “(2) MINIMUM ALLOCATION.—Not less”;

4 (C) by striking “(j) During” and inserting
5 the following:

6 “(j) DISTRIBUTION OF CORPORATE FUNDS AND
7 OTHER NET INCOME.—

8 “(1) IN GENERAL.—During”; and

9 (D) by adding at the end the following:

10 “(4) NATIVE VILLAGES OF HAINES, KETCH-
11 IKAN, PETERSBURG, TENAKEE, AND WRANGELL.—
12 Native members of the Native Villages of Haines,
13 Ketchikan, Petersburg, Tenakee, and Wrangell who
14 become shareholders in an Urban Corporation for
15 such a Native Village shall continue to be eligible to
16 receive distributions under this subsection as at-
17 large shareholders of the Regional Corporation for
18 Southeast Alaska.”; and

19 (2) by adding at the end the following:

20 “(s) EFFECT OF AMENDATORY ACT.—The Unrecog-
21 nized Southeast Alaska Native Communities Recognition
22 and Compensation Act and the amendments made by that
23 Act shall not affect—

1 “(1) the ratio for determination of revenue dis-
2 tribution among Native Corporations under this sec-
3 tion; or

4 “(2) the settlement agreement among Regional
5 Corporations or Village Corporations or other provi-
6 sions of subsection (i) or (j).”.

7 **SEC. 6. COMPENSATION.**

8 The Alaska Native Claims Settlement Act (43 U.S.C.
9 1601 et seq.) is amended by adding at the end the fol-
10 lowing:

11 **“SEC. 43. URBAN CORPORATIONS FOR HAINES, KETCHIKAN,**
12 **PETERSBURG, TENAKEE, AND WRANGELL.**

13 “(a) DEFINITION OF URBAN CORPORATION.—In this
14 section, the term ‘Urban Corporation’ means each of the
15 Urban Corporations for Haines, Ketchikan, Petersburg,
16 Tenakee, and Wrangell.

17 “(b) CONVEYANCES OF LAND.—

18 “(1) AUTHORIZATION.—

19 “(A) CONVEYANCES TO URBAN CORPORA-
20 TIONS.—Subject to valid existing rights and
21 paragraphs (3), (4), (5), and (6), the Secretary
22 shall convey—

23 “(i) to the Urban Corporation for
24 Haines, the surface estate in 12 parcels of
25 Federal land comprising approximately

1 23,040 acres, as generally depicted on the
 2 maps entitled ‘Haines Selections’, num-
 3 bered 1 and 2, and dated November 18,
 4 2021;

5 “(ii) to the Urban Corporation for
 6 Ketchikan, the surface estate in 8 parcels
 7 of Federal land comprising approximately
 8 23,040 acres, as generally depicted on the
 9 maps entitled ‘Ketchikan Selections’, num-
 10 bered 1 through 4, and dated November
 11 18, 2021;

12 “(iii) to the Urban Corporation for
 13 Petersburg, the surface estate in 12 par-
 14 cels of Federal land comprising approxi-
 15 mately 23,040 acres, as generally depicted
 16 on the maps entitled ‘Petersburg Selec-
 17 tions’, numbered 1 through 3, and dated
 18 November 18, 2021;

19 “(iv) to the Urban Corporation for
 20 Tenakee, the surface estate in 14 parcels
 21 of Federal land comprising approximately
 22 23,040 acres, as generally depicted on the
 23 maps entitled ‘Tenakee Selections’, num-
 24 bered 1 through 3, and dated November
 25 18, 2021; and

1 “(v) to the Urban Corporation for
 2 Wrangell, the surface estate in 13 parcels
 3 of Federal land comprising approximately
 4 23,040 acres, as generally depicted on the
 5 maps entitled ‘Wrangell Selections’, num-
 6 bered 1 through 5, and dated November
 7 18, 2021.

8 “(B) CONVEYANCES TO REGIONAL COR-
 9 PORATION FOR SOUTHEAST ALASKA.—Subject
 10 to valid existing rights, on the applicable date
 11 on which the surface estate in land is conveyed
 12 to an Urban Corporation under subparagraph
 13 (A), the Secretary shall convey to the Regional
 14 Corporation for Southeast Alaska the sub-
 15 surface estate for that land.

16 “(C) CONGRESSIONAL INTENT.—It is the
 17 intent of Congress that the Secretary convey
 18 the surface estates described in subparagraph
 19 (A) not later than the date that is 2 years after
 20 the applicable date of incorporation under sec-
 21 tion 16(e)(1) of an Urban Corporation.

22 “(2) WITHDRAWAL.—

23 “(A) IN GENERAL.—Subject to valid exist-
 24 ing rights, the Federal land described in para-
 25 graph (1) is withdrawn from all forms of—

1 “(i) entry, appropriation, or disposal
2 under the public land laws;

3 “(ii) location, entry, and patent under
4 the mining laws;

5 “(iii) disposition under all laws per-
6 taining to mineral and geothermal leasing
7 or mineral materials; and

8 “(iv) selection under Public Law 85-
9 508 (commonly known as the ‘Alaska
10 Statehood Act’) (48 U.S.C. note prec. 21).

11 “(B) TERMINATION.—The withdrawal
12 under subparagraph (A) shall remain in effect
13 until the date on which the Federal land is con-
14 veyed under paragraph (1).

15 “(3) TREATMENT OF LAND CONVEYED.—Ex-
16 cept as otherwise provided in this section, any land
17 conveyed to an Urban Corporation under paragraph
18 (1)(A) shall be—

19 “(A) considered to be land conveyed by the
20 Secretary under section 14(h)(3); and

21 “(B) subject to all laws (including regula-
22 tions) applicable to entitlements under section
23 14(h)(3), including section 907(d) of the Alaska
24 National Interest Lands Conservation Act (43
25 U.S.C. 1636(d)).

1 “(4) PUBLIC EASEMENTS.—

2 “(A) IN GENERAL.—The conveyance and
3 patents for the land under paragraph (1)(A)
4 shall be subject to the reservation of public
5 easements under section 17(b).

6 “(B) TERMINATION.—No public easement
7 reserved on land conveyed under paragraph
8 (1)(A) shall be terminated by the Secretary
9 without publication of notice of the proposed
10 termination in the Federal Register.

11 “(C) RESERVATION OF EASEMENTS.—In
12 the conveyance and patents for the land under
13 paragraph (1)(A), the Secretary shall reserve
14 the right of the Secretary to amend the convey-
15 ance and patents to include reservations of pub-
16 lic easements under section 17(b) until the com-
17 pletion of the easement reservation process.

18 “(D) STATE OF ALASKA EASEMENTS.—
19 Nothing in this Act modifies, changes, or termi-
20 nates the rights-of-way granted to the State
21 under—

22 “(i) section 4407 of the SAFETEA-
23 LU (Public Law 109–59; 119 Stat. 1777);
24 or

1 “(ii) the 2006 memorandum of under-
2 standing between the State and the Forest
3 Service to implement that section.

4 “(5) HUNTING, FISHING, RECREATION, AND AC-
5 CESS.—

6 “(A) IN GENERAL.—Any land conveyed
7 under paragraph (1)(A), including access to the
8 land through roadways, trails, and forest roads,
9 shall remain open and available to subsistence
10 uses, noncommercial recreational hunting and
11 fishing, and other noncommercial recreational
12 uses by the public under applicable law—

13 “(i) without liability on the part of the
14 Urban Corporation, except for willful acts
15 of the Urban Corporation, to any user as
16 a result of the use; and

17 “(ii) subject to—

18 “(I) any reasonable restrictions
19 that may be imposed by the Urban
20 Corporation on the public use—

21 “(aa) to ensure public safe-
22 ty;

23 “(bb) to minimize conflicts
24 between recreational and com-
25 mercial uses;

- 1 “(cc) to protect cultural re-
- 2 sources;
- 3 “(dd) to conduct scientific
- 4 research; or
- 5 “(ee) to provide environ-
- 6 mental protection; and
- 7 “(II) the condition that the
- 8 Urban Corporation post on any appli-
- 9 cable property, in accordance with
- 10 State law, notices of the restrictions
- 11 on use.

12 “(B) EFFECT.—Access provided to any in-

13 dividual or entity under subparagraph (A) shall

14 not—

15 “(i) create an interest in any third

16 party in the land conveyed under para-

17 graph (1)(A); or

18 “(ii) provide standing to any third

19 party in any review of, or challenge to, any

20 determination by the Urban Corporation

21 with respect to the management or devel-

22 opment of the land conveyed under para-

23 graph (1)(A), except as against the Urban

24 Corporation for the management of public

25 access under subparagraph (A).

1 “(6) MISCELLANEOUS.—

2 “(A) SPECIAL USE AUTHORIZATIONS.—

3 “(i) IN GENERAL.—On the conveyance
4 of land to an Urban Corporation under
5 paragraph (1)(A)—

6 “(I) any guiding or outfitting
7 special use authorization issued by the
8 Forest Service for the use of the con-
9 veyed land shall terminate; and

10 “(II) as a condition of the con-
11 veyance and consistent with section
12 14(g), the Urban Corporation shall
13 issue the holder of the special use au-
14 thorization terminated under sub-
15 clause (I) an authorization to continue
16 the authorized use, subject to the
17 terms and conditions that were in the
18 special use authorization issued by the
19 Forest Service, for—

20 “(aa) the remainder of the
21 term of the authorization; and

22 “(bb) 1 additional consecu-
23 tive 10-year renewal period.

24 “(ii) NOTICE OF COMMERCIAL ACTIVI-
25 TIES.—The Urban Corporation, and any

1 holder of a guiding or outfitting authoriza-
 2 tion under this subparagraph, shall have a
 3 mutual obligation, subject to the guiding
 4 or outfitting authorization, to inform the
 5 other party of any commercial activities
 6 prior to engaging in the activities on the
 7 land conveyed to the Urban Corporation
 8 under paragraph (1)(A).

9 “(iii) NEGOTIATION OF NEW
 10 TERMS.—Nothing in this paragraph pre-
 11 cludes the Urban Corporation and the
 12 holder of a guiding or outfitting authoriza-
 13 tion from negotiating a new mutually
 14 agreeable guiding or outfitting authoriza-
 15 tion.

16 “(iv) LIABILITY.—Neither the Urban
 17 Corporation nor the United States shall
 18 bear any liability, except for willful acts of
 19 the Urban Corporation or the United
 20 States, regarding the use and occupancy of
 21 any land conveyed to the Urban Corpora-
 22 tion under paragraph (1)(A), as provided
 23 in any outfitting or guiding authorization
 24 under this paragraph.

25 “(B) ROADS AND FACILITIES.—

1 “(i) IN GENERAL.—The Secretary of
 2 Agriculture shall negotiate in good faith
 3 with the Urban Corporation to develop a
 4 binding agreement for—

5 “(I) the use of National Forest
 6 System roads and related transpor-
 7 tation facilities by the Urban Corpora-
 8 tion; and

9 “(II) the use of the roads and re-
 10 lated transportation facilities of the
 11 Urban Corporation by the Forest
 12 Service and designees of the Forest
 13 Service.

14 “(ii) TERMS AND CONDITIONS.—The
 15 binding agreement under clause (i)—

16 “(I) shall provide that the State
 17 (including entities and designees of
 18 the State) shall be authorized to use
 19 the roads and related transportation
 20 facilities of the Urban Corporation on
 21 substantially similar terms as are pro-
 22 vided by the Urban Corporation to the
 23 Forest Service;

24 “(II) shall include restrictions on,
 25 and fees for, the use of the National

1 Forest System roads and related
 2 transportation facilities in existence as
 3 of the date of enactment of this sec-
 4 tion, as necessary, that are reasonable
 5 and comparable to the restrictions
 6 and fees imposed by the Forest Serv-
 7 ice for the use of the roads and re-
 8 lated transportation facilities; and

9 “(III) shall not restrict or limit
 10 any access to the roads and related
 11 transportation facilities of the Urban
 12 Corporation or the Forest Service that
 13 may be otherwise provided by valid ex-
 14 isting rights and agreements in exist-
 15 ence as of the date of enactment of
 16 this section.

17 “(iii) INTENT OF CONGRESS.—It is
 18 the intent of Congress that the agreement
 19 under clause (i) shall be entered into as
 20 soon as practicable after the date of enact-
 21 ment of this section and in any case by not
 22 later than 1 year after the date of incorpo-
 23 ration of the Urban Corporation.

24 “(iv) CONTINUED ACCESS.—Begin-
 25 ning on the date on which the land is con-

1 veyed to the Urban Corporation under
 2 paragraph (1)(A) and ending on the effec-
 3 tive date of a binding agreement entered
 4 into under clause (i), the Urban Corpora-
 5 tion shall provide and allow administrative
 6 access to roads and related transportation
 7 facilities on the land under substantially
 8 similar terms as are provided by the For-
 9 est Service as of the date of enactment of
 10 this section.

11 “(C) EFFECT ON OTHER LAWS.—

12 “(i) IN GENERAL.—Nothing in this
 13 section delays the duty of the Secretary to
 14 convey land to—

15 “(I) the State under Public Law
 16 85–508 (commonly known as the
 17 ‘Alaska Statehood Act’) (48 U.S.C.
 18 note prec. 21); or

19 “(II) a Native Corporation
 20 under—

21 “(aa) this Act; or

22 “(bb) the Alaska Land
 23 Transfer Acceleration Act (43
 24 U.S.C. 1611 note; Public Law
 25 108–452).

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“(ii) STATEHOOD ENTITLEMENT.—

“(I) IN GENERAL.—Statehood selections under Public Law 85–508 (commonly known as the ‘Alaska Statehood Act’) (48 U.S.C. note prec. 21) are not displaced by the parcels of land described in clauses (i) through (v) of paragraph (1)(A).

“(II) BOUNDARY ADJUSTMENTS.—In the event of a dispute between an area selected as a Statehood selection and a parcel of land referred to in subclause (I), the Secretary shall work with the Urban Corporation and the State in good faith to adjust the boundary of the parcel to exclude any area selected as a Statehood selection.

“(iii) CONVEYANCES.—The Secretary shall promptly proceed with the conveyance of all land necessary to fulfill the final entitlement of all Native Corporations in accordance with—

“(I) this Act; and

1 “(II) the Alaska Land Transfer
2 Acceleration Act (43 U.S.C. 1611
3 note; Public Law 108–452).

4 “(iv) FISH AND WILDLIFE.—Nothing
5 in this section enlarges or diminishes the
6 responsibility and authority of the State
7 with respect to the management of fish
8 and wildlife on public land in the State.

9 “(D) MAPS.—

10 “(i) AVAILABILITY.—Each map re-
11 ferred to in paragraph (1)(A) shall be
12 available in the appropriate offices of the
13 Secretary and the Secretary of Agriculture.

14 “(ii) CORRECTIONS.—The Secretary,
15 in consultation with the Secretary of Agri-
16 culture, may make any necessary correc-
17 tion to a clerical or typographical error in
18 a map referred to in paragraph (1)(A).

19 “(c) CONVEYANCE OF ROADS, TRAILS, LOG TRANS-
20 FER FACILITIES, LEASES, AND APPURTENANCES.—

21 “(1) IN GENERAL.—The Secretary, without
22 consideration or compensation, shall convey to each
23 Urban Corporation, by quitclaim deed or patent, all
24 right, title, and interest of the United States in all
25 roads, trails, log transfer facilities, leases, and ap-

1 purtenances on or related to the land conveyed to
2 the Urban Corporation under subsection (b)(1)(A).

3 “(2) CONDITIONS.—The conveyance under
4 paragraph (1) shall be subject to—

5 “(A) section 14(g); and

6 “(B) all valid existing rights, including any
7 reciprocal rights-of-way, easements, or agree-
8 ments for the use of the roads, trails, log trans-
9 fer facilities, leases, and appurtenances con-
10 veyed under paragraph (1).

11 “(3) CONTINUATION OF AGREEMENTS.—

12 “(A) IN GENERAL.—On or before the date
13 on which land is conveyed to an Urban Cor-
14 poration under subsection (b)(1)(A), the Sec-
15 retary shall provide to the Urban Corporation
16 notice of all reciprocal rights-of-way, easements,
17 and agreements for use of the roads, trails, log
18 transfer facilities, leases, and appurtenances on
19 or related to the land in existence as of the date
20 of enactment of this section.

21 “(B) REQUIREMENT.—In accordance with
22 section 14(g), any right-of-way, easement, or
23 agreement described in subparagraph (A) shall
24 continue unless the right-of-way, easement, or
25 agreement—

1 “(i) expires under its own terms; or

2 “(ii) is mutually renegotiated.

3 “(d) SETTLEMENT TRUST.—

4 “(1) IN GENERAL.—Each Urban Corporation
5 may establish a settlement trust in accordance with
6 section 39 for the purposes of promoting the health,
7 education, and welfare of the trust beneficiaries, and
8 preserving the Native heritage and culture, of the
9 community of Haines, Ketchikan, Petersburg,
10 Tenakee, or Wrangell, as applicable.

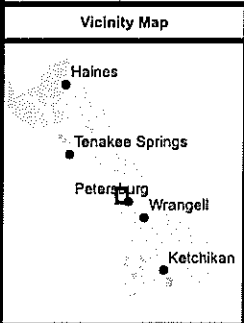
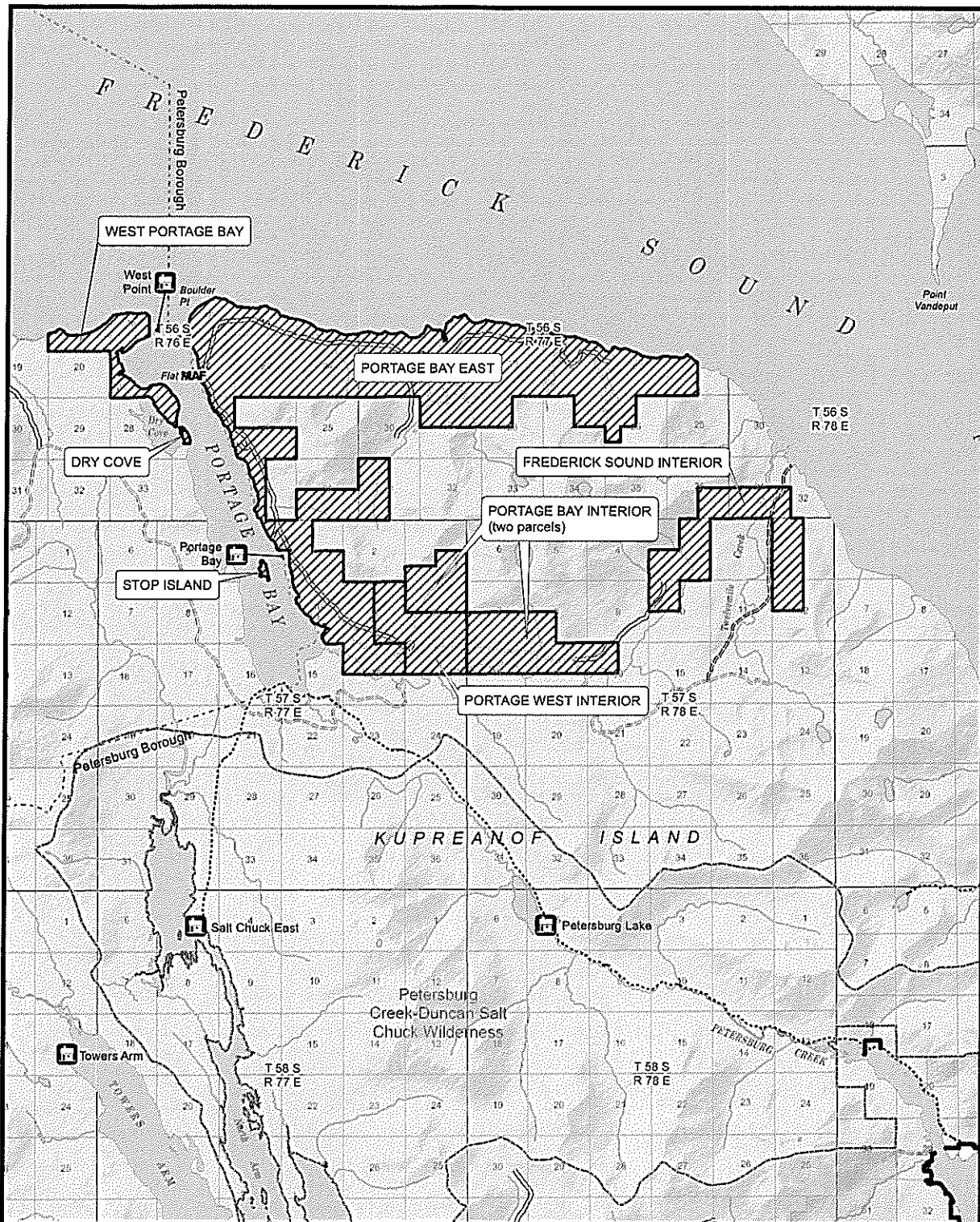
11 “(2) PROCEEDS AND INCOME.—The proceeds
12 and income from the principal of a trust established
13 under paragraph (1) shall—

14 “(A) first be applied to the support of
15 those enrollees, and the descendants of the en-
16 rollees, who are elders or minor children; and

17 “(B) thereafter to the support of all other
18 enrollees.

19 “(e) AUTHORIZATION OF APPROPRIATIONS.—There
20 is authorized to be appropriated to the Secretary
21 \$12,500,000, to be used by the Secretary to provide 5
22 grants in the amount of \$2,500,000 each, to be used only
23 for activities that support the implementation of this sec-
24 tion, including planning and development.”.

○



	Proposed Selections		U.S. Forest Service
	U.S. Forest Service		Camping Area/Site
	Native Corporation		Campground
	State of Alaska		Picnic Site
	Other		Interpretive Site
	Tongass N.F. Proclaimed Boundary		Rental Cabin
	Ranger District Boundary		Shelter
	Federally Designated Wilderness		Wildlife Viewing Site
	City & Borough Boundary		Open Road
	Marine Access Facility		Off-Highway Vehicle Trail
	Highway		Hiking Trail
	Other Road		

Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act

Urban Corporation for Petersburg, Petersburg Selections Map 1 of 3 Preliminary Map, Version 1.0, 18-11-2021

Proposed Selection	Acres	Public Land Survey System
Portage_Bay_East	9,092	Copper River Meridian
Frederick_Sound_Interior	1,600	
Portage_Bay_Interior	1,807	
West_Portage_Bay	685	
Portage_West_Interior	960	
Dry_Cove	17	
Stop_Island	17	
Total Acres	14,178	

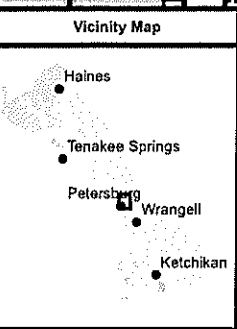
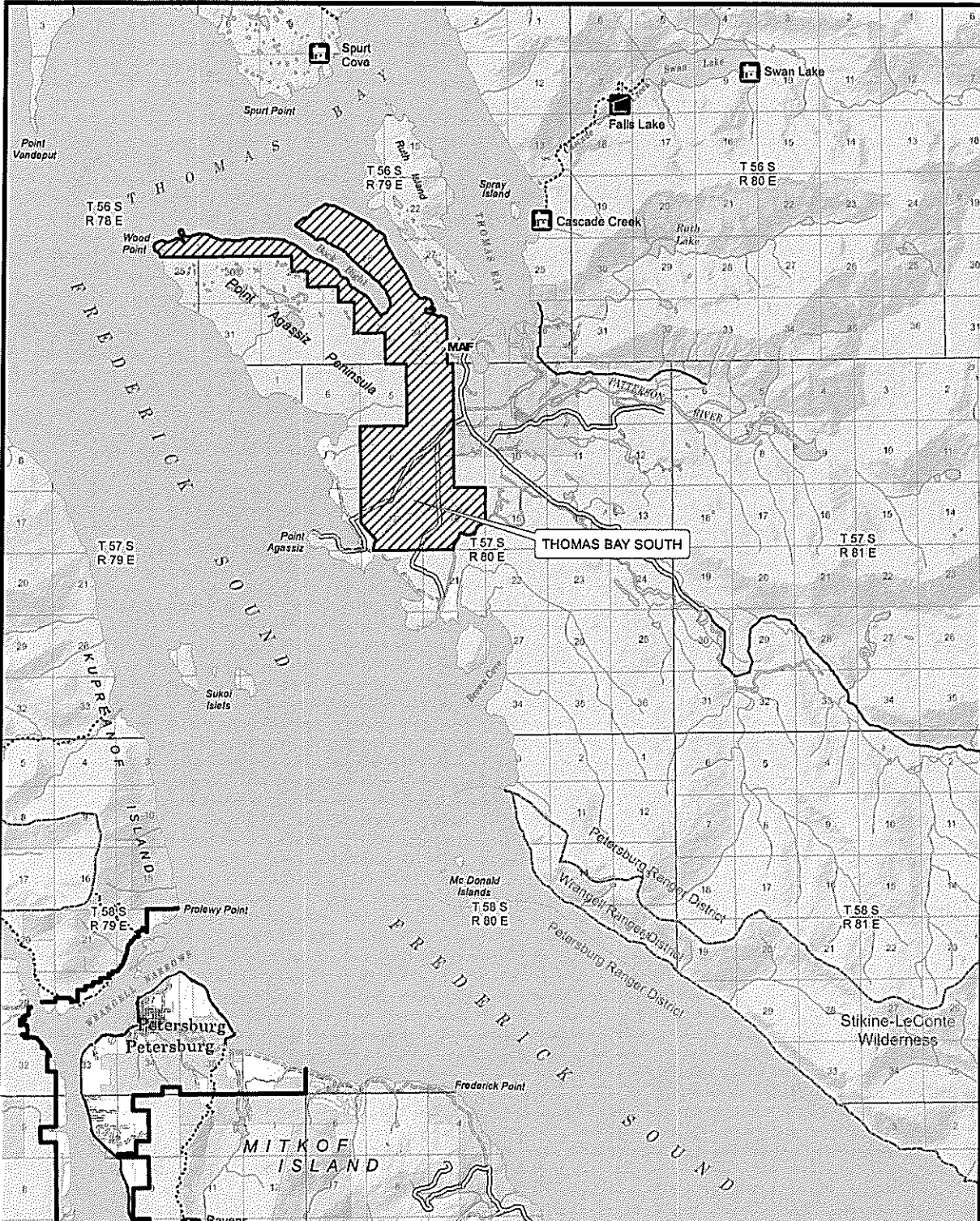
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Disclaimer
 This does not indicate USDA support of this proposal. This represents USDA technical assistance only. These documents remain congressional records in their entirety, even after the completion of the proposed bills, and are not USDA records under the Freedom of Information Act (FOIA) or any other law. If USDA receives any request or demand for access to these records under the FOIA or any other authority, USDA will immediately notify the congressional office and will respond to the request or demand based upon the understanding that these are congressional, not USDA, records. The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace information.

U.S. Forest Service - Alaska Region
 Tongass National Forest
 Alaska At-Large, U.S. Congressional District

Map prepared at the request of Senator Lisa Murkowski

References: Alaska Department of Natural Resources; U.S. Forest Service - Enterprise Data Warehouse and Tongass National Forest. Data used in creation of this map are on file with U.S. Forest Service Alaska Regional Office, Juneau, Alaska, 1755th Street, R10 Program SA00, enduser.asp:615 20211118_Preliminary_Map_UnrecognizedSEANativeCommunitiesRecognitionandCompensationAct.mxd



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|--|----------------------------------|----------------------------|---------------------------|-------------------|
| | Proposed Selections | U.S. Forest Service | | Camping Area/Site |
| | U.S. Forest Service | | Campground | |
| | Native Corporation | | Picnic Site | |
| | State of Alaska | | Interpretive Site | |
| | Other | | Rental Cabin | |
| | Tongass N.F. Proclaimed Boundary | | Shelter | |
| | Ranger District Boundary | | Wildlife Viewing Site | |
| | Federally Designated Wilderness | | Open Road | |
| | City & Borough Boundary | | Off-Highway Vehicle Trail | |
| | Marine Access Facility | | Hiking Trail | |
| | Highway | | | |
| | Other Road | | | |

Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act

Urban Corporation for Petersburg,
 Petersburg Selections Map 2 of 3
 Preliminary Map, Version 1.0, 18-11-2021

Proposed Selection	Acres	Public Land Survey System
Thomas_Bay_South	4,709	Copper River/Idemian

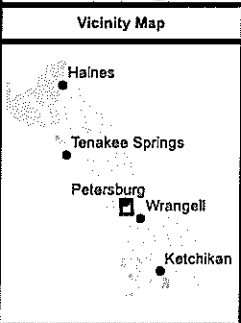
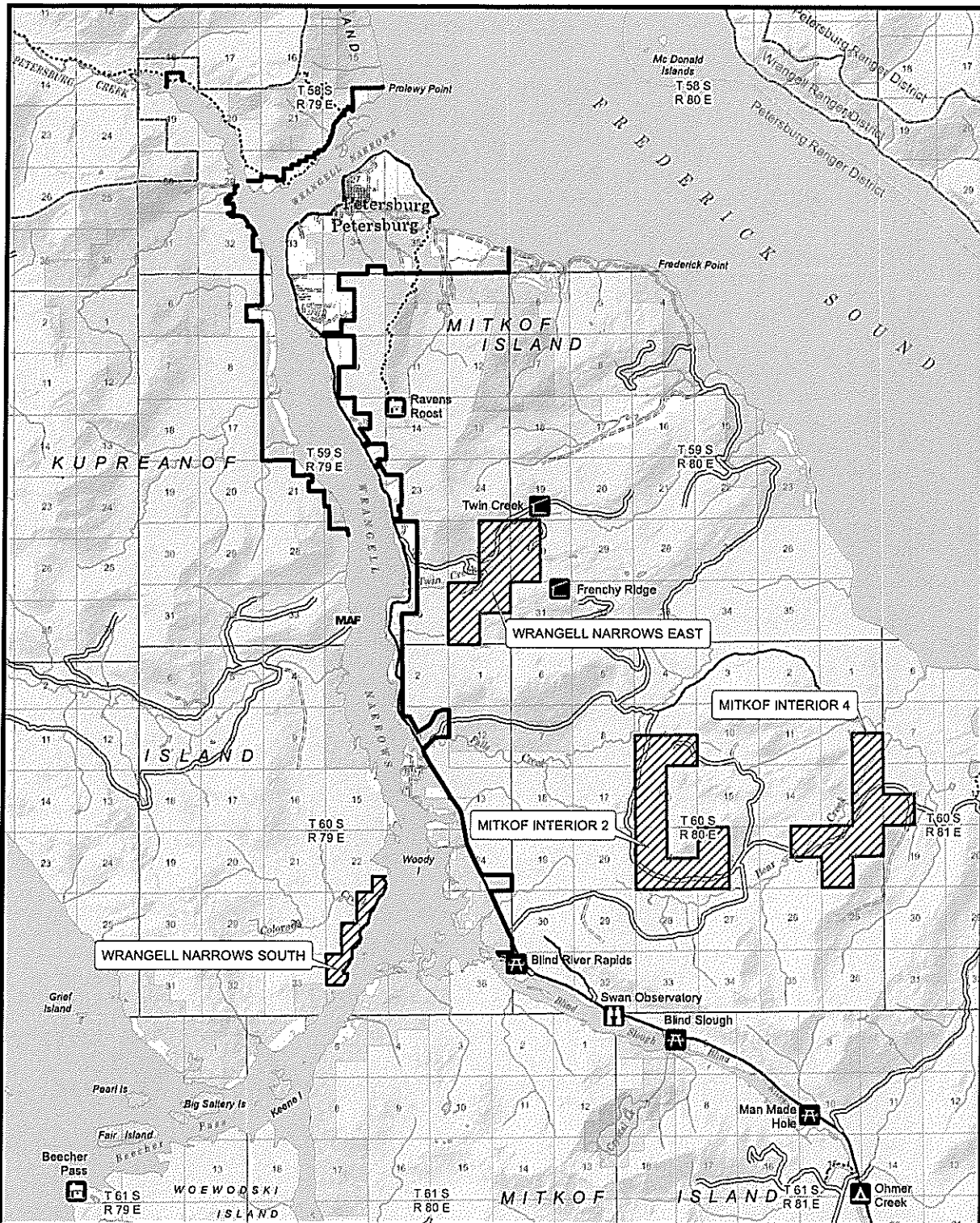
Total Acres: 4,709

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U.S. Forest Service - Alaska Region
 Tongass National Forest
 Alaska At-Large, U.S. Congressional District

Map prepared at the request of Senator Lisa Murkowski

References: Alaska Department of Natural Resources, U.S. Forest Service - Enterprise Data Warehouse and Tongass National Forest. Data used in creation of this map are on file with U.S. Forest Service Alaska Regional Office, Juneau, Alaska. 18-5218-S (1/10)/prog11-3400-ar-downspg-015 20211118_Preliminary_Map_UnrecognizedSEAlaskaNativeCommunitiesRecognitionandCompensationAct.indd



	Proposed Selections		U.S. Forest Service
	U.S. Forest Service		Camping Area/Site
	Native Corporation		Campground
	State of Alaska		Picnic Site
	Other		Interpretive Site
	Tongass N.F. Proclaimed Boundary		Rental Cabin
	Ranger District Boundary		Shelter
	Federally Designated Wilderness		Wildlife Viewing Site
	City & Borough Boundary		Open Road
	Marine Access Facility		Off-Highway Vehicle Trail
	Highway		Hiking Trail
	Other Road		

Unrecognized Southeast Alaska Native Communities Recognition and Compensation Act

Urban Corporation for Petersburg, Petersburg Selections Map 3 of 3 Preliminary Map, Version 1.0, 18-11-2021

Proposed Selection	Acres	Public Land Survey System
Wrangell_Narrows_East	1,109	Copper River Meridian
Mitkof_Interior_4	1,280	
Mitkof_Interior_2	1,440	
Wrangell_Narrows_South	325	
Total Acres	4,154	

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References: Alaska Department of Natural Resources; U.S. Forest Service - Enterprise Data Warehouse and Tongass National Forest

Data used in creation of this map are on file with U.S. Forest Service Alaska Regional Office, Juneau, Alaska, 18-5319-9410 Program-5400L, under version 610 20211118_PreliminaryMap_UnrecognizedSEAlaskaNativeCommunitiesRecognitionandCompensationAct.mxd

U.S. Forest Service - Alaska Region
 Tongass National Forest
 Alaska At-Large, U.S. Congressional District

Map prepared at the request of Senator Lisa Murkowski

Debra Thompson

From: Kacey Hammer <kaceybanester@gmail.com>
Sent: Monday, April 18, 2022 4:32 PM
To: Becky Regula; Debra Thompson
Subject: Parks and Rec advisory board

To whom it may concern:

I am interested in serving on the Parks and Recreation Advisory Committee. I appreciate the work of the Parks and Rec in our community and would like to help in any way that I can make it even better.

Thank you for your time.

Kacey Hammer

--

*Best wishes,
Kacey Hammer*

Debra Thompson

From: Brenda Norheim <norheiminc@gci.net>
Sent: Friday, April 8, 2022 2:05 PM
To: Assembly
Subject: Ocean Rangers

Dear Mayor and Assembly,

I would like to "Thank you" for taking the time to read letters submitted in support of the Ocean Ranger Program.

And for the Petersburg Assemblies unanimous decision in showing support for this program and taking a closer look at it.

Much Appreciated,

--

Brenda Norheim PO Box 935 Petersburg, AK 99833 907-772-3671



PUBLIC NOTICE

Alaska Department of Environmental Conservation (DEC)
 Wastewater Discharge Authorization Program
 555 Cordova Street
 Anchorage, Alaska 99501

NOTICE OF PROPOSED ISSUANCE OF AN ALASKA POLLUTANT DISCHARGE ELIMINATION SYSTEM (APDES) GENERAL PERMIT TO DISCHARGE TO WATERS OF THE UNITED STATES

A Fact Sheet and associated documents are available for review. For inquiries or to request copies of documents, contact:

DEC Contact: Jim Rypkema, 555 Cordova Street, Anchorage, AK 99501; 907-334-2288;
James.Rypkema@alaska.gov

Draft Permit Public Notice Period: **Start Date: 4/15/2022** **Expiration Date: 5/16/2022**

Permit Number: AKG870000

Proposed Permit Coverage:

DEC proposes to reissue an Alaska Pollutant Discharge Elimination System (APDES) general permit (AK870000) to regulate point source discharges of pollutants associated with the application of biological pesticides or chemical pesticides that leave a residue. This permit is commonly called the Pesticide General Permit (PGP). The PGP would apply statewide except for lands within the Metlakatla Indian Reserve and the Denali National Park Preserve.

Background information

Conditions and requirements in the proposed 2022 PGP remain unchanged from the previously issued 2017 PGP. In Appendix A, DEC will add the definition for the term “Pesticide discharges to waters of the United States from pesticide application” and update the definition “pesticide residue” to be consistent with 40 CFR 122.2. The PGP covers point source discharges of pollutants associated with the application of biological or chemical pesticides that leave a residue from the following use patterns: 1) mosquito and other flying insect pest control; 2) weed and algae control; 3) animal pest control; and 4) forest canopy pest control.

Description of discharge

A pesticide residue means for the purpose of determining whether an APDES permit is needed for discharges to waters of the United States from pesticide application that is discharged from a point source to waters of the United States and no longer provides pesticidal benefits. It includes any degradates of pesticide. [40 CFR 122.2]

Pesticide discharges to waters of the United States from pesticide application means the discharges that result from the application of biological pesticides, and the application of chemical pesticides that leave a residue, from point sources to waters of the United States. In the context of this definition of pesticide discharges to waters of the United States from pesticide application, this does not include agricultural storm water discharges and return flows from irrigated agriculture, which are excluded by law (33 U.S.C. 1342(1); 33 U.S.C. 1362(14)). [40 CFR 122.2]

No mixing zone is proposed in the PGP.

Tentative Determination:

DEC has tentatively determined to reissue a discharge permit for the activity described above.

Public Comments:

Written comments or requests for a public hearing on the APDES draft permit must be submitted within 30 days of the issuance of this public notice. Any person desiring to comment on the permit may submit comments electronically via the DEC public notice site (**preferred**) at <https://water.alaskadec.commentinput.com/?id=fGFZK>.

Alternatively, you may direct written comments and requests to the attention of the DEC contact/permit writer at the email address or postal address identified above.

All comments should include the name, address, telephone number, and email address of the commenter and a concise statement of comment on the permit condition(s) and the relevant facts upon which the comment is based. Comments of either support or concern that are directed at specific, cited permit requirements are appreciated. Mailed comments and requests must be postmarked on or before the expiration date of the public notice.

DEC will consider all comments when making the final decision and will respond to received comments in a Response to Comments document issued when DEC issues a final permit. The Response to Comments will be made available to the public.

Any interested person may submit a written request for a public hearing if no hearing has already been scheduled. A request for a public hearing shall state the nature of the issues to be raised, as well as the requester's name, address, telephone number, and email address. DEC will hold a public hearing whenever DEC finds, on the basis of requests, a significant degree of public interest in a draft permit. DEC may also hold a public hearing if a hearing might clarify one or more issues involved in a permit decision or for other good reason in DEC's discretion.

DEC will transmit the final permit, fact sheet (amended as appropriate), and Response to Comments to anyone who provided comments during the public review period or requested to be notified of DEC final decision.

**DEADLINE FOR WRITTEN COMMENTS OR REQUEST FOR PUBLIC HEARING:
May 16, 2022 at 11:59 p.m.**

Administrative Record:

The APDES draft permit, fact sheet, permit application, and associated documents are available for public review at the DEC offices located in Anchorage, Fairbanks, Juneau. Please contact the office of your choice to arrange for hard copies of the documents to be available for your review.

555 Cordova Street Anchorage , AK 99501 907-269-6285	610 University Avenue Fairbanks , AK 99709 907-451-2100	PO Box 1800 Juneau , AK 99811-1800 <u>Location</u> : 410 Willoughby Street, Suite 303, Juneau , AK 907-465-5300
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If you would like further information or to see any additional supporting technical documents, contact DEC contact/permit writer at the email address identified above. The documents are also accessible from the DEC website at: <http://dec.alaska.gov/water/wastewater/>.

To receive email notifications about the APDES Program, including when permits are available to review, subscribe to the APDES email list at <http://list.state.ak.us/mailman/listinfo/DEC-APDES/>.

Disability Reasonable Accommodation Notice

The State of Alaska, Department of Environmental Conservation complies with Title II of the Americans with Disabilities Act of 1990. If you are a person with a disability who may need a special accommodation in order to participate in this public process, please contact Claire Fishwick at 907-465-5871 or TDD Relay Service 1-800-770-8973/TTY or dial 711 to ensure that any necessary accommodations can be provided in a timely manner.

16 April 2022

Dear Assembly,

I am Casey Knight, a resident and a member of the Harbor Board, but I represent myself. I'd like to share my thoughts about the issue of improving Papke's Landing, in light of the April 15th Harbor Board meeting. During that meeting, we discussed the conceptual drawings for Papke's improvements put together by Harai and Associates. Mr. Murph of Harai and Associates gave us a run-down. As a bit of summary, the total estimated project cost would be roughly \$6.4 million, spread out between four phases. The main estimated \$4.4 million phase would include construction of a new parking lot and approach on top of tidelands (estimated \$1.9 million), construction of a new gangway ramp and float (at another \$1.5 million), and construction of a new boat launch (at another \$1 million).

I'll begin by noting that I am not a user of Papke's, and I don't currently foresee using it. I am also a rate payer for a 32-foot stall at the North Harbor. So I come to this issue with a certain bias. My bias is probably in opposition to the bias that a constant user of Papke's who lives out the road might have.

Possibly as a result of my bias, I accept a couple of rules of thumb that I think should guide any expansion of the Harbor Department that is outside the primary Petersburg waterfront. First, the rate payers at the North, South, and Middle Harbors should not be expected to pay the cost of construction or maintenance of any such expansion; rates at our primary waterfront should not go up in order to subsidize such an expansion. Second, if a given resident stands to benefit more from the construction of an expansion, then that resident should pay more for it; and if an expansion benefits you less, then you should bear less of the burden. These seem to me to be bits of common sense.

At the April 15th Harbor Board meeting, the issue of how to pay for any Papke's improvements came up. The city manager tried to ease the worry by pointing out that we are not at that juncture yet: we were just looking at a conceptual plan; our goal should be to get a project plan ready so that if construction funding somehow comes available, then the Borough will be in a strong position to compete for it.

This is good as far as it goes, but I worry that it does not go far enough. We must have in mind not only the cost to construct such a project, but also the upkeep cost on the new facilities. There appear to be some tricky land ownership issues having to do with the road from Mitkof Highway down to the beach, as well as the tidelands under the existing float and trestle. In addition, the the existing boat launch, which is officially a log transfer ramp leased from DNR by the Forest Service, appears to be in a state of limbo: my understanding from the discussion on April 15th is that the Forest Service may want to terminate its lease; but we don't quite know. So it is hard to predict with any confidence whether, if the Borough were to construct a brand new boat launch, it would be in competition with the existing launch. The Borough would presumably have to charge a user fee to pay for the new boat launch, but the existing log transfer ramp is free — the Borough would lose this competition.

16 April 2022

As I see it, until these issues get resolved, the long-term upkeep costs of any Papke's improvements cannot be known. So, the Borough should aim for less rather than more. To begin, forget everything but the \$4.4 million main phase. In addition, forget the boat launch portion of this phase until we know what's going to happen with the existing boat launch. (On April 15th, Mr. Murph pointed out that the new boat launch could be phased-in.) That brings the estimated cost down to roughly \$3.4 million. It's still a significant up-front cost, which will have significant upkeep needs.

Let's suppose that this pared-down version of the project somehow came before the public for a vote. Even given the smaller price tag, I would still, personally, not feel comfortable voting for it, simply because of the risk that my own moorage fees might have to increase in order to pay for the long-term maintenance of an expansion project that I don't intend to use. Of course, this opinion presupposes that there is *not* some plan to insulate the rate payers at the primary waterfront from the upkeep expense of the Papke's expansion. (For the hint of an idea on how to insulate the primary waterfront rate payer from the upkeep cost of secondary waterfront expansion, see page 19 of the Waterfront Master Plan dated February 2016.) This is a discussion that we should have before pursuing the project.

The upshot of the April 15th Harbor Board meeting was (as I understood it) a somewhat nebulous bit of advice to the Assembly to pursue further public input on these conceptual drawings. My own personal bit of public input is this: Don't jump into the construction an expansion project, if the long-term maintenance of that expansion puts the rate payers of the North, South, and Middle harbor at a high risk of subsidizing it. In general, the bigger the project, the higher the risk. So, please, don't aim for the fence.

Sincerely,

Casey Knight
606 Queen Street
907-650-7345