City Council Meeting Agenda
Regularly Scheduled Meeting
January 28, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

Joseph Klejka
Mayor
Term Expires 2014
543-2984
jklejka@cityofbethel.net

Rick Robb
Vice Mayor
Term Expires 2013
543-1879
rrobb@cityofbethel.net

Mark Springer
Council Member
Term Expires 2013
545-1450
mspringer@cityofbethel.net

Eric Whitney
Council Member
Term Expires 2014
545-1309
ewhitney@cityofbethel.net

Sharon Sigmon
Council Member
Term Expires 2014
543-3452
ssigmon@cityofbethel.net

Heather Pike
Council Member
Term Expires 2015
444-7811
hpike@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2015
543-2819
lalbertson@cityofbethel.net

Lee Foley
City Manager
543-2047
lfoley@cityofbethel.net

Lori Strickler
City Clerk
543-1384
lstrickler@cityofbethel.net

Patty Burley
City Attorney

Paul Richards
Lobbyist
pmrichards@gci.net

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

IV. **PEOPLE TO BE HEARD** – Five minutes per person

V. **APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA**

VI. **APPROVAL OF MEETING MINUTES**

a) **P3** *1-14-2014 Special City Council Meeting

VII. **REPORTS OF STANDING COMMITTEES**

a) Public Safety and Transportation Commission
b) Port Commission
c) Planning Commission
d) Parks and Recreation Committee
e) Finance Committee
f) Public Works Committee
g) Energy Committee

VIII. **SPECIAL ORDERS OF BUSINESS**

a) **P29** Proclamation Recognizing The Bethel Warrior Wrestling Team For Their Outstanding Performance During the 2013 Season (Council Member Robb)

IX. **UNFINISHED BUSINESS**

a) **P33** Introduction Of Ordinance 14-02: Amending The Official City Land Use Map Dated July 10, 1990 Pursuant To Section 18.76 Of The Bethel Municipal Code - Zoning Kasayuli Subdivision as Residential Planned Unit Development (Planning Commission)

b) **P63** Introduction Of Ordinance 14-03: Amending The Official City Land Use Code Dated July 10, 1990 Pursuant To Section 18.76 Of The Bethel Municipal Code – Zoning Tsikoyuk (Larson) Subdivision Residential Planned Unit Development (Planning Commission)

c) Directing Administration To Draft A Lease Between The City Of Bethel And The State Of Alaska Department Of Transportation For The Use Of The City Owned Sand Pit (Mayor Klejka)

X. **NEW BUSINESS**

a) **P99** *Introduction Of Ordinance 14-04: Amending The Bethel Municipal Code Section 8.10 Smoking Pollution Control, Violations And Penalties (Council Member Sigmon)

b) **P103** *Introduction Of Ordinance 14-05: Amending Bethel Municipal Code Section 6.04 Licensing And Impoundment, Penalties (Council Member Sigmon)

c) **P107** *Introduction Of Ordinance 14-06: Amending Bethel Municipal Code Section 5.20 General Provisions, Penalties (Council Member Sigmon)

Agenda posted on January 22, at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office
(Items on the agenda noted with an asterisk (*) are considered the consent agenda.
All Resolutions noted with an asterisk (*) will automatically be adopted on the consent agenda unless removed from the consent agenda by Council.
Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing February 11, 2014**)

d) **P111** *Introduction Of Budget Ordinance 13-12 (b): Amending The Fiscal Year 2014 Budget (City Manager Foley)
e) **P115** *AM 14-09 Appointment Of Clarence Daniel To The Parks And Recreation Committee (Mayor Klejka)
f) **P119** AM 14-10: Directing The City Manager To Enter Into A Contract Between The City Of Bethel And DOWL HKM For Project Management For The Small Boat Harbor, Bank Stabilization Project (City Manager Foley)
g) **P133** AM 14-11: Directing The City Manager To Enter Into A Contract Between The City Of Bethel And CH2M HILL For An Institutional Corridor Study (City Manager Foley)

XI. MAYOR'S REPORT
XII. MANAGER'S REPORT
XIII. CLERK'S REPORT
XIV. COUNCIL MEMBER COMMENTS
XV. EXECUTIVE SESSION

a) Executive Session Per Alaska Statutes 44.62.310 C. 1. To Discuss (1) Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-Contracts And Personnel Management (Council Member Springer)
b) **P167** Executive Session To Discuss The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person (City Manager Foley)

XVI. ADJOURNMENT

Agenda posted on January 22, at City Hall, AC Co., Swansons, and the Post Office.

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Approval of the Minutes

City Council Meeting
City of Bethel, Alaska
Regular Meeting
January 14, 2014

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on January 14, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

Mayor Klejka called the meeting to order at 6:30 pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:

Council Member Joseph Klejka, Council Member Rick Robb, Council Member Eric Whitney, Council Member Sharon Sigmon, Council Member Leif Albertson, Council Member Mark Springer arrived after roll call at 6:41p.

Members Absent were:
Council Member Heather Pike

Also in attendance were the following:
City Manager Lee Foley, City Attorney Patty Burley, Ronda Sargent Acting Clerk

IV. PEOPLE TO BE HEARD

Dave Trantham-representing the territorial guard cemetery park planning group-Calista donated 80 tons of gravel for the park. Get familiar with House bill 77. Water rights think about installing meters to better control the billing of the utility.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion:	To approve the Consent and Regular Agenda.
Moved by:	Robb
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Removal from Consent Agenda	Remove the Introduction of Ordinance 14-01, 14-2, and Resolutions 14-01 and 14-02 from the Consent Agenda.
Moved by:	Robb

VI. APPROVAL OF THE MEETING MINUTES

Item A- December 10, 2013 City Council Special Meeting Minutes.
Passed on the Consent Agenda.

Item B- December 10, 2013 City Council Regular Meeting Minutes.
Passed on the Consent Agenda.

Item C- January 2, 2014 Special City Council Meeting
Passed on the Consent Agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A- Port Commission –
Port Director, Pete Williams- A meeting of the Commission was not held due to a lack of a quorum. The Southside ramp at the small boat harbor passed inspection and construction will proceed on the North Side.

Item B- Planning Commission –
Planning Director, Rachael Pitts - A meeting of the Commission was not held due to a lack of a quorum. At their next meeting, the Commission will be looking at some plats.

Item C-Public Safety and Transportation Commission-
Council Representative Sharon Sigmon- - A meeting of the Commission was not held due to a lack of a quorum.

Item D-Energy Committee –
Council Representative, Rick Robb- A meeting of the Commission was not held due to a lack of a quorum.

Item E-Public Works Committee-
Council Representative, Joseph Klejka- Bill Arnold is not the Acting Public Works Direction. The Committee is looking into options for metering water.

Item F- Finance Committee-
Committee Representative, Leif Albertson – The delinquent business list for the businesses that are not up to date on their sales tax. The

Committee will consider a recommendation to the Council to start implementing a sales tax exemption card for local businesses.

Item G-Parks and Recreations Committee-
Council Representative, Eric Whitney- The Committee is considering presenting an ordinance to the Council to prevent smoking in public parks.

VIII. SPECIAL ORDER OF BUSINESS

Item A- City Of Bethel Fiscal Year 2013 Financial Statements And Audit Presentation Follow Up With Michelle Drew, BDO Auditing Firm.

Item B- Update From Alaska Fish And Game On The Bethel Subsistence Harvest Survey.

Item C- Eva Malvich, Chair For The Bethel Winter House/Shelter, Requesting Assistance From The Council For Potential Use Of The PATC Building Once The Facility Is Vacated.

Item D- Eli Jacobson, Division Of Community And Regional Affairs, To Present What A RUBA Assessment Is And Why A RUBA Assessment Is Important To The City, Responding To A Potential Request From The City For A Formal RUBA Assessment.

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

Item A – Introduction Of Ordinance 14:01: Property Disposal For Lease, Office And Work Space Within The City's Dog Pound.

Main Motion:	To introduce Ordinance 14-01.
Moved by:	Albertson
Seconded by:	Springer
Action:	Motion failed by a vote of 1-5
In favor:	Albertson
Opposed:	Klejka, Springer, Robb, Whitney and Sigmon

Item B- Introduction Of Ordinance 14-02: Amending The Official City Land Use Map Dated July 10, 1990 Pursuant To Section 18.76 Of The Bethel Municipal Code - Zoning Kasayuli Subdivision as Residential Planned Unit Development.

Main Motion:	To introduce Ordinance 14-02.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Ordinance Postponed.

Primary Amendment #1:	Suspend rules to hear from Rachael Pitts, Planning Director.
Moved by:	Robb
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Subsidiary Motion:	Postpone until the next regular meeting.
Moved by:	Springer
Seconded by:	Robb
Action:	Motion carried by a vote of 5-1
In favor:	Klejka, Springer, Robb, Sigmon and Albertson
Opposed:	Whitney

Subsidiary Motion:	Take a ten minute break.
Moved by:	Robb
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Item C- Introduction Of Ordinance 14-03: Amending The Official City Land Use Code Dated July 10, 1990 Pursuant To Section 18.76 Of The Bethel Municipal Code – Zoning Tsikoyuk (Larson) Subdivision Residential Planned Unit Development.

Subsidiary Motion:	Postpone until the next regular meeting.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Item D- Resolution 14-01: Expressing Strong Support For Governor Parnell's Proposal To Appropriate $3 Billion From The Constitutional Budget Reserve Into The Alaska Retirement Trust Funds In 2015.

Main Motion:	To adopt Resolution 14-01.
Moved by:	Springer
Seconded by:	Robb
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Item E- Resolution 14-02: Supporting The Alaska Grid Project.

Main Motion:	To adopt Resolution 14-02.
Moved by:	Whitney
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Primary Amendment #1:	To strike the third whereas statement.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 5-1
In favor:	Klejka, Springer, Whitney, Sigmon and Albertson
Opposed:	Robb

Item F- Resolution 14-03: Certifying That The Municipality Did Suffer Significant Effects During The Program Base Year From Fisheries Business Activities That Occurred within The Bethel Fishers Management Area And Wishes To Apply For Funding Under The FY14 Shared Fisheries Business Tax Program.
Passed on the consent agenda.

Item G- AM 14-01: Appointment Of Jon Cochrane To The Finance Committee.
Passed on the consent agenda.

Item H- AM 14-02: Reappointment Of David Trantham To The Finance Committee.
Passed on the consent agenda.

Item I- AM 14-03: City Attorney Administrative Leave For Travel And Training January 30 and 31, 2014.
Passed on the consent agenda.

Item J- AM 14-04: Directing Administration To Identify Three Options To Connect Chief Eddie Hoffman Highway With Ptarmigan Street And To Provide To Council, A Map Of The Three Options, Construction Costs For Each, And Any Pros And/or Cons For Each Road.

Main Motion:	Approve AM 14-04.
Moved by:	Whitney
Seconded by:	Springer
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Amendment 1:	Change the checked boxes to show the funds are budgeted for.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Item K- AM 14-05: Reappointment Of Joy Shantz To The Planning Commission.
Passed on the consent agenda.

Item L- AM 14-06: Directing Administration To Research The Cost To Purchase And Install Water Metering For Hauled And Piped Users As Well As The Ongoing Costs Associated With Reading Meters; Explore The Cost And Benefits Of An Electronic Metering System For Piped Water Users.

Main Motion:	Approve AM 14-07.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Amendment 1:	Change the checked boxes to show the funds are budgeted for.
Moved by:	Springer
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0

In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

Item M- AM 14-07: Direct Administration To Determine An Approximate Overall Cost For A New Code Enforcement Position Within The City And Make Recommendations On The Best Way To Implement This Position.

Main Motion:	Approve AM 14-07.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion failed by a vote of 3-3
In favor:	Klejka, Sigmon and Albertson
Opposed:	Springer, Robb and Whitney

Item N- AM 14-08: Reappointment Of Margaret Revet To The Parks And Recreation Committee.
Passed on the consent agenda.

Item O- Directing Administration To Draft A Lease Between The City Of Bethel And The State Of Alaska Department Of Transportation For The Use Of The City Owned Sand Pit.

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

Straw Vote:	Direct the City Manager to put an at least 3" number identifier on every city owned vehicles.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Vice-Mayor Robb-
Looking forward to the K300, and thanked all of the volunteers. Appreciated the assistance provided to the Bethel Winter House from the number of volunteers. On January 29th there will be a point in time survey

completed to determine the number of people within the community who are considered homeless.

Council Member Sigmon-
Thanked the water and sewer drivers for their hard work.
Also appreciated all of the sanding and care the Public Works Department has been providing to the roads.

Council Member Whitney-
No comment.

Mayor Joseph Klejka-
Thanked the Bethel Volunteer Fire and EMTs for the donation of the New Years Eve fireworks.
Thanked

Appreciated the assistance provided to the Bethel Winter House from the number of volunteers

Council Member Albertson-
Thanked Ronda Sargent and the staff at YKHC for providing reflective tape to the community members.

Council Member Springer-
Reiterated the statements of Vice-Mayor Robb with the regard to the assistance provided to the Bethel Winter House.

XVI. EXECUTIVE SESSION

Item A- Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions.

Item B- Executive Session Per Alaska Statutes 44.62.310 C. 1. To Discuss (1) Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-Contracts And Personnel Management.

Item C- Executive Session To Discuss The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person.

Subsidiary Motion:	To extend the meeting past 11:00pm.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried by a vote of 4-2
In favor:	Springer, Robb, Whitney, Sigmon and
Opposed:	Klejka, Albertson

Main Motion:	Move into Executive Session to discuss: Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions. Individuals participating in this discussion will be City Attorney Burley and City Manager Foley. Per Alaska Statutes 44.62.310 C. 1. To Discuss (1) Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-Contracts And Personnel Management. Individuals participating in this discussion will be City Attorney Burley and City Manager Foley. The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person. Individuals participating in this discussion will be City Manager Foley.
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

XVII. ADJOURNMENT

Main Motion:	**Adjournment**
Moved by:	Springer
Seconded by:	Sigmon
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Springer, Robb, Whitney, Sigmon and Albertson
Opposed:	None

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Ronda Sargent, Parks and Recreation Director

Reports of Standing Committees

City of Bethel, Alaska
Public Safety & Transportation Commission

January 7th, 2014 | Regular Meeting | Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on January 7, 2014 in the Bethel Police Department Training Room.

This meeting was called to order at 7:13pm.

II. ROLL CALL

Present: Brian Lefferts *Chair*
Sharon Sigmon *Council Representative*
Joan Dewey

Excused Absent: Johnny Furlong *Vice Chair*
Jennifer Dobson

Absent: Pat Jennings
Joe Yoon
George Young *Fire Chief*

Ex-Officio Present: Andre Achee for Larry Elarton *Police Chief*
KaJena Baty *Recorder and Transportation Inspector Designee*

A quorum was not established of the Commission.

III. ADJOURNMENT

Meeting adjourned at 7:14pm.

APPROVED THIS _____ DAY OF_____, 2014.

_____ KaJena Baty, Recorder

_____ Brian Lefferts, Chair

City of Bethel, Alaska
Planning Commission

January 9, 2014 Regular Meeting Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Planning Commission was held on at 6: 30 pm in the City Hall conference room in Bethel, Alaska.

Chairman, John Guinn, called the meeting to order at 6:45 pm.

II. ROLL CALL

PRESENT: John Guinn, Joy Shantz, Cliff Linderoth
ABSENT: Abe Palacios and Heather Pike
STAFF: Planning Director Rachael Pitts
Recorder Betsy Jumper

Due to a lack of a quorum, the meeting is adjourned.

Next meeting will be on February 13, 2014

John Guinn, Chairman

Betsy Jumper, Recorder

City of Bethel, Alaska
Public Works Committee Minutes

January 15, 2014 | Regular Meeting | Bethel, Alaska

CALL TO ORDER
A regular meeting of the Public Works Committee Meeting was held on January 15, 2014 at 6:30p.m. in the City Shop Conference Room, Bethel, Alaska was called to order by Committee Member Frank Neitz.

ROLL CALL
Present: Joseph Klejka, Frank Neitz, Scott Guinn, Delbert Egoak
Excused absence(s): Jennifer Dobson, Bill Schreiner
Unexcused absence(s): Donna Lindsey

Also in attendance were the following:
Chuck Willert, Public Works Director
Cheryl Roberts, Public Works Admin, Recorder of Minutes

PEOPLE TO BE HEARD
Mike Nevenzel was unavailable at this meeting so Frank Neitz gave the updates on the Pool Project.

APPROVAL OF AGENDA

MOVED BY:	J. Klejka	Motioned carried to approve the agenda.
SECONDED BY:	D. Egoak	

VOTE ON MOTION	Motion carried by unanimous voice vote.

APPROVAL OF MINUTES ON NOVEMBER 20, 2013.

MOVED BY:	J. Klejka	To approve the minutes of the regular meeting of November 20, 2013.
SECONDED BY:	S. Guinn	

VOTE ON MOTION	Motion carried by unanimous voice vote.

APPROVAL OF MINUTES ON DECEMBER 20, 2013.

MOVED BY:	J. Klejka	To approve the minutes of the regular meeting of December 20, 2013.
SECONDED BY:	S. Guinn	

VOTE ON MOTION	Motion carried by unanimous voice vote.

SPECIAL ORDER OF BUSINESS
None

UNFINISHED BUSINESS

Item A - Water & Sewer Master Plan

RUBA Assessment for the City of Bethel

MOVED BY:	J. Klejka	To recommend a RUBA Assessment for the City.
SECONDED BY:	D. Egoak	

VOTE ON MOTION	Motion carried by unanimous voice vote.

Item B - Institutional Corridor - Feasibility Study

1. Four (4) responses to the Feasibility Study, they were;
   a. CH2MHill; DOWL, HKM; Larsen Consulting Group, & Michael L. Foster & Associates, Inc.

Item C - Lagoon Issues

NEW BUSINESS

Item A - New Poles & LED Lights were installed on 7th Ave

Item B - Establishing a plan of action to establish a traffic plan for the new Swansons Store

Item C - Citizens parking their cars on the streets - State Law, 13AAC 02.365.

Item D - Drilling of 2nd Well at City Sub Water Plant to support the Institutional Corridor at the end of this month.

DIRECTOR'S REPORT

Public Works Director Report – See Public Works Monthly Manager's Report

MEMBER COMMENTS

Joe Klejka - I'm always Happy, I'm real excited, and this is a great place to talk about things. The end of my term is September 2014.

Scott - I've got nothing this month finally.

Delbert - No comment.

Frank - Anything else for next month just month let me know; I'll get these emails out, he is referring to the Traffic Study.

ADJOURNMENT

MOVED BY:	J. Klejka	Motion to adjourn the meeting.
SECONDED BY:	S. Guinn	

VOTE ON MOTION	Motion carried by unanimous voice vote.

With no further business before the Committee, the meeting adjourned at 7:23 p.m.

APPROVED THIS _____ DAY OF FEBRUARY, 2013.

_____
Frank Neitz, Chair

_____
Cheryl Roberts, Recorder of Minutes

City of Bethel

Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission: Public Works	**Chairman:** Frank Neitz
Date Submitted: 01/16/14	**Council Rep:** Joseph Klejka

Issue: RUBA Assessment

Recommendation: The City of Bethel have a RUBA assessment done by the State. Free and done by Division of Community and Regional Affairs. Eli Jacobson in the Bethel office.

Other:

Received by: _____

Date: _____

City of Bethel

Committees and Commissions

Recommendation to City Council

Repair Seawall Pipe in Two Locations

Committee/Commission: Port Commission	**Chairman:** Alan Murphy
Date Submitted: 1/21/14	**Council Rep:** Mark Springer

Issue/Background:

In two noticeable places, pipes that form the seawall have sunk, some up to three feet. Entire sections of the wall are lower now, causing the road near the wall to slope significantly toward the river. The situation at both locations present a serious safety hazard that must be remedied. The lowered walls cause the affected part of the driveway to slope toward the river, making it unsafe for pedestrians and vehicles to be in the vicinity. The area is difficult to fence off.

The two sections of seawall in need of repair are listed below:

1. Apron along the seawall below Port Office-55 pipes over 110 ft. stretch.
2. East Addition seawall - 24 pipes over 48 ft. stretch.

The 110 ft. space below the Port Office and adjacent uplands are used by a company for seasonal moorage, bringing in approximately $15,000 in revenue to the Port of Bethel each year. The 48 ft. section on the East Addition seawall is unsafe to the point of being unusable, resulting in lost revenue of $26/ft./yr. or up to $125/day.

Recommendation:

The Port Commission hereby recommends that Bethel City Council approve a resolution specifying that $100,000 in funds from the Seawall Maintenance account #53-13200 be transferred to account #53-50780 (Port Operating Budget), so that the Port can hire a contractor to repair the seawall sections. The resolution should specify that funds will be used in a competitive bid purchase and be made available for expenditure in FY 2014 or FY 2015.

Received by: [signature]
Date: 1-22-2014

Special Order of Business

City of Bethel Proclamation

Recognizing the Bethel Warriors Wrestling Team in their Fourth Straight Call 1-2 3A State Title

WHEREAS, since the start of the State's formal wrestling program in 1972 Bethel has held five State Championship Titles, on December 14, 2013 the Bethel Warriors wrestling team won the title of State Champions for the fourth year in a row;

WHEREAS, with a solid team the Bethel Warriors had 17 state qualifiers, secured a final score of 217 during the State Championships with six wrestlers in the finals and ten placing fourth or higher;

WHEREAS, with the season ending with an overall 6th State Championship, the Warriors were winners of the Throwdown in Snowtown (Valdez) Tournament, the Bethel Invitational, the Great Alaska Conference Tournament in Dillingham;

WHEREAS, between their USA Freestyle wrestling practices and the ASAA seasonal practices these young adults dedicate five months to their sport each year;

WHERES, the community of Bethel is excited to support such an outstanding group of young men and women in their quest, and look forward to future memorable seasons;

WHEREAS, congratulations to the team for their outstanding performance.

THEREFORE, the City of Bethel, City Council, does hereby recognize the Bethel Warriors Wrestling team for the job well done and provides the greatest appreciation to them for their hard work and dedication throughout the season.

Signed this 28th day in January, 2014.

_____

Joseph A. Klejka, Mayor

_____

Lori Strickler, City Clerk

HEAD COACH: Darren Leib
ASSTISTANT COACH: Courtney Geerdts
VOLUNTEER ASST'S: Paul O'Brien, Corey Tolliver, Thor Williams, Art Freitas, Landon Eck

98 lb Weight Class

Tristan Evan (9) - 2nd Place

Paul Hunter (9) - State Qualifier

106 lb Weight Class

Tecumsen Hensley (12) –2nd Place

Brian Moses (10)

Conrad Kapsner (10)

113 lb Weight Class

Gage Hoffman (10) – 2nd Place

120 lb Weight Class

Avery Chiklak (12) – 4th Place

Steven Andrew (11) – State Qualifier

Brandon Evans (9)

126 lb Weight Class

Carlie McIntyre (12) – 3rd Place

Jayvin Williams (9) – State Qualifier

Sam Charlie (11)

Carl Charlie (9)

132 lb Weight Class

Josh Mendenhall (12) – 2nd Place

Aaron Olsen (9) – 3rd Place

Aaron Greenwood (11)

138 lb Weight Class

Avery Coplin (12) – 2nd Place

Evan Dyment (12)

Kayla Williams (12)

Elisha Naneng (10)

Jim Samson (12)

145 lb Weight Class

John Oulton (12)

152 lb Weight Class

Brandon Oulton (12) – State Qualifier

Manny Bean (9)

160 lb Weight Class

Mason Alexie (10) – State Qualifier

170 lb Weight Class

Patrick Francisco (11) – 3rd Place

182 lb Weight Class

Drew Pekar (9) – State Qualifier

195 lb Weight Class

Scott Carpenter (12) – 2nd Place

220 lb Weight Class

Kane Gillilan (9) – State Qualifier

MGRS: Kayla White (12), Soma Crow (12), Haley O'Brien (10), Amber Wade (9)

Unfinished Business

Introduced by: Planning Commission
Date: January 14, 2014
January 28, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-02

AN ORDINANCE AMENDING THE OFFICIAL CITY LAND USE MAP DATED JULY 10, 1990 PURSUANT TO SECTION 18.76 OF THE BETHEL MUNICIPAL CODE- ZONING KASAYULI SUBDIVISION AS RESIDENTIAL PLANNED UNIT DEVELOPMENT

WHEREAS, the Planning Commission has approved the zoning on December 5, 2013, of certain lands contained in the Kasayuli Subdivision, Plat 98-3, Bethel Recording District, and approved the request to waive the design review;

WHEREAS, the Planning Director / Platting Officer for the City of Bethel has determined that this zoning conforms to City Code, pursuant to BMC 18.76, and is compatible with the Bethel Comprehensive Plan, and recommends that the zoning be approved;

WHEREAS, Section 18.76 of the Bethel Municipal Code provides that such zoning is accomplished through an amendment to the official zoning map of the City enacted by an ordinance;

WHEREAS the City Council finds that such zoning is in the public interest; and

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that:

SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

SECTION 2. Amendment. The City of Bethel Official City Zoning Map dated July 10, 1990 is hereby amended.

Pursuant to Section 18.76 of the Bethel Municipal Code, the Official Land Use Map dated July 10, 1990, is amended as follows: KASAYULI SUBDIVISION is hereby zoned to Residential Planned Unit Development, according to the map submitted for review.

SECTION 3. Effective Date. This ordinance shall become effective immediately.

Introduced by: Planning Commission
Date: January 14, 2014
January 28, 2014
Public Hearing:
Action:
Vote:

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City of Bethel
Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission:	**Planning Commission**	**Chairman:**	**John Guinn**
Date Submitted:	**1/7/2014**	**Council Rep:**	**Heather Pike**

Request for zone change, Larson Subdivision. 18.37 acres

Recommendation: Approve change from no designated zoning district to Residential Planned Unit Development.

The Planning Commission approved the request on December 5, 2013.

Other:

Received by: Lori Strotta
Date: 1-7-2014

Introduced by: Planning Commission
Date:
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-___

AN ORDINANCE AMENDING THE OFFICIAL CITY LAND USE MAP DATED JULY 10, 1990 PURSUANT TO SECTION 18.76 OF THE BETHEL MUNICIPAL CODE

WHEREAS THE PLANNING COMMISSION HAS APPROVED THE ZONING ON DECEMBER 5, 2013, OF CERTAIN LANDS CONTAINED IN THE TSIKOYAK (LARSON) SUBDIVISION, PLAT 96-18, BETHEL RECORDING DISTRICT, AND APPROVED THE REQUEST TO WAIVE THE DESIGN REVIEW;

WHEREAS the Planning Director / Platting Officer for the City of Bethel has determined that this zoning conforms to City Code, pursuant to BMC 18.76, and is compatible with the Bethel Comprehensive Plan, and recommends that the zoning be approved;

WHEREAS Section 18.76 of the Bethel Municipal Code provides that such zoning is accomplished through an amendment to the official zoning map of the City enacted by an ordinance;

WHEREAS the City Council finds that such zoning is in the public interest; and

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that:

SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

SECTION 2. Amendment. The City of Bethel Official City Zoning Map dated July 10, 1990 is hereby amended.

Pursuant to Section 18.76 of the Bethel Municipal Code, the Official Land Use Map dated July 10, 1990, is amended as follows: TSIKOYAK (LARSON) SUBDIVISION is hereby zoned to Residential Planned Unit Development, according to the map submitted for review.

SECTION 3. Effective Date. This ordinance shall become effective immediately.

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

Introduced by: Planning Commission
Date:
Public Hearing:
Action:
Vote:

_____
Lori Strickler, City Clerk

City of Bethel
Planning Department
Staff Report for Zoning Request, October 21, 2013

Planning Commission Hearing Date:	November 14, 2013
Request:	From: No designated zoning district To: Residential Planned Unit Development
Proposed Land Use:	Residential
Acres:	18.37
Location:	Tsikoyak (Larsen) Subdivision, Plat No. 96-18 Bethel Recording District
Owner:	Martha Larsen, and individual property owners
Applicant / Representative:	City of Bethel Planning Commission
Staff Recommendation:	Approve Residential Planned Unit Development per Map

Comprehensive Plan Conformity	
Street Status	The primary access to the parcel is BIA Road.
Economic Development Goal 8: Enhance the quality of life in Bethel to attract and retain individuals and businesses.	
The existing Tsikoyak development was designed to provide quality residential living and a limited number of other land uses within the subdivision. There are still available lots to be developed at an attractive location.	
Land Use Goal 4: Encourage a range of housing opportunities for current and future Bethel residents, including more housing within the purchasing or rental capabilities of young families, single people, school teachers and other workers.	
Residential land uses at this location will provide opportunities for new housing to purchase or rent. Taking into account the growth of facilities and population in Bethel in the last few years, it is more important than ever to plan for new housing stock. This location provides housing that is convenient to the airport and the hospital.	

Surrounding Land Uses and Zoning		
	Land Use	**Zoning**
On Site	Residential	Undesignated
North	Open Space	Undesignated
South	Open space	Undesignated
East	Open space	Undesignated

West	Open Space	Undesignated

Background, Issues, and Analysis

Tsikoyak Subdivision was approved and accepted by the Bethel Planning Commission in 1996. Most of the lots were designated, by way of covenants, to be residential. A smaller number were intended to be commercial or open space.

The subdivision is located northwest of the Bethel Airport, but far enough away to minimize noise impacts. The State of Alaska is currently engaged in a planning process for airport expansion over the next twenty years, and current maps show that expansion is planned to extend west of the airport.

There is a need for residential land development in Bethel. The residential shortage contributes to high land and rent costs. Bethel has been growing, and more housing will contribute to the quality of life in the city.

The parcel is located on the west side of Bethel, outside of the areas FEMA identifies as floodplain. There are some wetland areas that are exempt from the General Permit for the Discharge of Dredged and/or Fill Material into Wetlands at Bethel. Tsikoyak Subdivision is not subject to any fill or flood restrictions.

Zoning for Tsikoyak Subdivision

At the time the subdivision was approved, the Bethel Municipal Code did not contain any zoning categories that matched the Tsikoyak Subdivision covenants. Over the years the Planning Department has been providing Site Plan Permits using only a minimum of control over land uses there.

This proposal for a Residential Planned Unit Development overlay would allow the city to enforce some minimum requirements for permitting that are compatible with the subdivision covenants. City staff ask that much of the PUD review be waived, since it occurred prior to the 1996 acceptance of the subdivision. The overlay would allow the city to give site plan permits based on the attached map. On the zoning map for the city the area would be designated as a zoning overlay. Zoning overlays are like regular zoning, they can be changed or removed through an application and hearing process at a later time. In the event of a broader land use planning process, this overlay can be removed.

The focus of the overlay request is to utilize zoning categories based on the adopted covenants to aid the Site Plan Permit approval process. Other parts of the covenants will be left to the Tsikoyak Neighborhood Association to address. The city merely wants the chance to apply unambiguous land use designations in the subdivision for the permitting process.

Findings

1. The request for a Residential Planned Unit Development is compatible with the Bethel Comprehensive Plan.
2. The subdivision design review occurred prior to 1997 and should be waived for this application.
3. The location of housing at this location will not interfere with any current airport expansion plans.
4. The subdivision is not located in an area identified at this time as floodplain by FEMA, or restricted by the Army Corps of Engineers.
5. The proposed zoning overlay includes a minimum of regulation to be focused on the issuance of Site Plan Permits.

Stipulations

1. Site Plan Permits must be obtained from the Bethel Planning Department for fill, and construction.

2. The platting, permitting, and construction processes must conform to the City of Bethel Municipal Code, and any and all requirements of the State Fire Marshall must be met.

3. At the time piped water and sewer services are provided to the area, property owners are required to hook up to these services. Until that time properties must provide sufficient clearance for water and wastewater trucks to access the residences and businesses.

4. The Planning Department will assign street numbers to individual properties, and these must be visible from the street.

Writer
REP
10/21/2013

Attachments
Application
Proposed Zoning Overlay Map
Plat 96-18, Bethel Recording District
BMC Chapter 18.52 Planned Unit Development
Conditions, Covenants, and Restrictions Tsikoyak Subdivision Bethel, Alaska

OCT 21 2013

City of Bethel
Planning Department

300 Chief Eddie Hoffman Hwy P.O. Box 1388
Telephone: (907) 543-5306 * Fax: (907) 543-4188

Zoning Map Amendment Application Form

Applicant: PLANNING COMMISSION

Legal Description of Properties covered by this application (use additional sheets if necessary):
TSIKOYAK (LARSEN) SUBDIVISION, PLAT NO. 96-18
BETHEL RECORDING DISTRICT

Requested District Change (i.e., from - to):
FROM NO ZONING TO PLANNED UNIT DEVELOPMENT

Reason for request:
TO PROVIDE A ZONING OVERLAY TO FACILITATE THE PERMITTING PROCESS.

****

Please provide a written narrative explaining the following:

1. Is the proposed change in accordance with the city comprehensive plan?
YES. THE PLAN SUPPORTS THE SITE PLAN PERMITTING PROCESS, AND EFFORTS TO REMOVE OBSTACLES TO ORDERLY LAND USE PROCESSES.

2. How is the proposed change compatible with surrounding zoning districts and the established land use pattern?
THIS PART OF THE CITY HAS NOT BEEN ZONED. THE PROPOSED ZONING IS COMPATIBLE WITH CURRENT LAND USES IN THE AREA, AND THE SUBDIVISION COVENANTS.

3. Are public facilities such as schools, utilities and streets adequate to support the proposed change?

THE SUBDIVISION HAS ALREADY BEEN DESIGNED AND ACCEPTED BY THE CITY. REQUEST A WAIVER OF THE DESIGN REVIEW PROCESS.

4. Do changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change?

LARSEN SUBDIVISION IS MAINLY RESIDENTIAL IN NATURE, AND THE PERMITTING PROCESS SHOULD SUPPORT THIS THROUGH ZONING. THERE ARE STILL LOTS FOR SALE IN THE AREA.

5. Is the proposed change consistent with public welfare and will it grant a special privilege to the owners?

IT IS CONSISTENT WITH LAND USE REGULATION AS IT OCCURS IN OTHER ZONED AREAS OF THE CITY. IT WILL NOT GRANT SPECIAL PRIVELEGES TO LANDOWNERS.

Date of application: 10/01/2013

$100.00 Filing fee paid: WAIVED

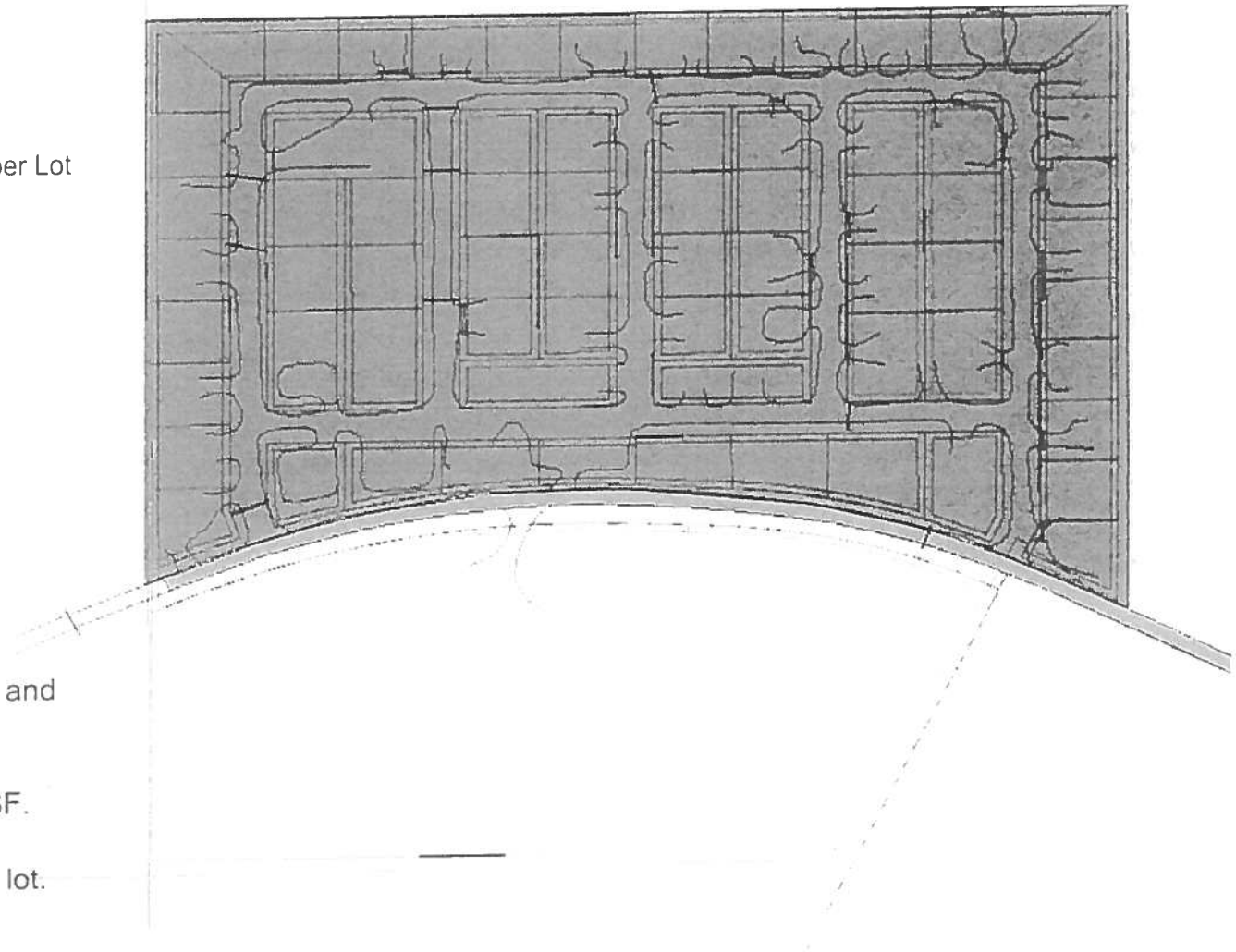
Signature of owner or owner's authorized representative

Address

Phone/contact number

RACHAEL PITTS
PLANNING DIRECTOR

Residential, Single Family or Duplex per Lot



Residential Planned Unit Development
Tsikoyak (Larsen) Subdivision
November 2013

Minimum setbacks: 10 feet on the back and sides, and 15 feet in the front.

Minimum residential lot size is 10,000 SF.

Maximum two structures per residential lot.

BOOK 0073 PAGE 122

986 5244

CONDITIONS, COVENANTS, AND RESTRICTIONS
TSIKOYAK SUBDIVISION
BETHEL, ALASKA

1. All Rights-of-Way and Utility Easements have been dedicated to the public, per official plat of Tsikoyak Subdivision as recorded in the Bethel Recording District, Bethel, Alaska.

2. It shall be the responsibility of each person purchasing land to construct the driveway to their purchased land at their own expense. It shall be the responsibility of each person purchasing land to provide suitable culverts across their driveway and to maintain the culverts and driveway in a satisfactory manner at all times.

3. Each purchaser of land in Tsikoyak Subdivision shall be responsible for all costs necessary to provide the electrical hook-up to their property from the main power line. The main power line will be installed for by Bethel Utilities Corporation.

4. Each purchaser shall be responsible for providing a holding tank for "gray water" and sewage disposal for their property. The fresh water storage tank shall meet the requirements set forth in the City of Bethel Ordinance regarding same. No person or persons shall permit gray water or sewage to be placed or spilled on the land on or near their property. Each person is responsible for the removal of his or her gray water and sewage waste. Under no circumstances will there be raw sewage spilled in this Subdivision. If accidental spills do occur, they must be treated (neutralized) by the person or persons responsible and must be reported to the local Department of Environmental Conservation Agency, State of Alaska.

5. Under no circumstances will trash be stored or remain on property so as to endanger health, life, or loss of limb, or create an eyesore to the public.

6. Construction on the residential lots will support not more than one residential structure per lot. Duplexes are permitted.

Dwellings shall be a minimum size of 576 square feet (may include an arctic entry way). The use or storage of "ship containers" or cargo vans is permitted on residential property providing outside of container be finished to match the residential structure requirement.

In addition to one residential structure, the lot owner may have one detached non-residential structure on the property. This detached structure shall not be used for commercial purposes.

Martha A Larson

Martha A. Larson

No house trailers, or pulled two-wheel type camper-trailers shall be attached or stored on any parcel of land in Tsikoyak Subdivision.

7. Any inoperable vehicle shall be kept in a garage or other closed structure. In no event shall an inoperable vehicle, or seldom used vehicle, be parked in the street, includes cars, trucks, airplanes, boats, motorcycles and snow machines.

8. All motor vehicles shall be operated with effective mufflers in Tsikoyak Subdivision.

9. There shall be no more than two (2) family pets per household. All pets shall be restricted to their owner's property. It is the owner's responsibility to cage or leash pets so they do not wander onto the property of others.

10. There shall be no fencing over 6 feet high on residential lots. If live trees or hedges are used as fencing, this restriction does not apply.

11. A residential lot shall not be resubdivided.

12. Prior to the sale of any lots, the owner of Tsikoyak Subdivision reserves the right to amend the parcels of land listed as commercial. The amendment may increase or decrease the size of any commercial lot shown on the plat. The amendment may redesignate a portion of commercial lot shown on the plat. The owner of Tsikoyak Subdivision will file a record of such action with the Bethel Recorder's Office.

13. No person or persons may use the utilities rights-of-way in Tsikoyak Subdivision for ingress or egress to any other parcel of property in or adjoining Tsikoyak Subdivision without the express written approval of the owner or her designated representative.

14. Parcels of property purchased for commercial or residential use shall not be used for any act which is in violation of local, state, or federal law.

15. Failure to comply with these Conditions, Covenants, and Restrictions, and while owner financing for lot purchased is in place, shall cause said lot whereupon the incompliance occurs, to revert back to the owner of Tsikoyak Subdivision, and the purchase money forfeited to the said owner.

Once title is conveyed to purchaser by said owner, item #15 shall be null and void; however, local, state, and/or federal law shall remain in effect.

Martha A. Larson

Martha A. Larson

STATE OF ALASKA)
)ss:
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 7th day of March, 1996 by Martha A. Larson.

Notary Public for the State of Alaska
My Commission Expires: 12/18/97

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
JUNEAU AREA OFFICE

The within Conditions, Covenants, and Restrictions are hereby this 5th day of September, 1996, pursuant to authority delegated in 209 DM 8, Secretary's Order No. 3150 and 3177 amendment No. 2; and 10 BIAM Bulletin 13, as extended BIAM Bulletin No. 9602.

Area Director

96-1824
21cc
RECORDED-FILED
BETHEL RECORDING
DISTRICT
SEP 17 2 57 PM '96
RECORDED BY M. LARSON
ADDRESS

986 5244

Returned to:
Martha A. Larson
P.O. Box 132
Bethel, Ak. 99559

that are applicable to the airport. The map may consist of more than one (1) sheet, shall be to scale and shall accurately show the following:

1. The exterior boundaries of the applicable air space zones;

2. The name or other identification of each of the airspace zones;

3. A legend that provides a description of the location of each zone or surface, including a reference to the paragraph in the Federal Aviation Regulations that describes the zone or surface;

4. The reference points within or outside the airport from which distance, elevation, height, bearing, vertical angle or other measurements are made in describing the airspace zones or surfaces;

5. Existing topography, if available;

6. Existing subdivisions, streets, roads and other rights of way, U.S. Surveys, section lines and similar features of land that will be useful in determining the location of a proposed development with respect to the boundaries of any airspace zone.

C. The map required by subsection A of this section shall accurately show the airspace zones. Airspace zones that have a sloping surface shall be shown in ten (10) foot increments unless the land use administrator requires more frequent contour lines close to the airport or permits larger increments in areas farther from the airport. Separate maps may be submitted for the different airspace zones. Before submission to the land use administrator for final approval, the map must have been certified by the Federal Aviation Administration as accurately depicting the requirements of the relevant Federal Aviation Regulations, Part 77, subpart C. Upon reasonable intervals, and upon learning of a change in the airport or applicable regulations, the land use administrator may request Federal Aviation Administration review and recertification of the airport height map. [Ord. 01-05 § 8.]

Chapter 18.52

PLANNED UNIT DEVELOPMENT

Sections:

18.52.010 Intent.

A. A planned unit development (PUD) is intended to allow flexibility in the land use code and to achieve the creation of a more desirable environment than would be possible through a strict application of the land use code. An applicant does not have a right to approval of a PUD permit, but has a right only to have the planning commission give fair consideration to an application for a PUD. The planning commission has discretion to deny a PUD application if it is not convinced the proposed development is compatible with principal permitted uses, existing neighborhood development, the environment, the comprehensive plan or maintenance of compatible and efficient development patterns.

B. The planning commission shall evaluate a proposed planned unit development in accordance with the following criteria:

1. Creative use of the land, imaginative architectural design, a consolidation of usable open space and recreation areas and the preservation of natural features;

2. The mixing of compatible land uses, residential densities and housing types within the neighborhood;

3. The efficiency of the configuration of utilities, vehicular and pedestrian circulation and parking facilities;

4. Enhancement of the surrounding environment;

5. Maintenance of population densities and lot coverage that are consistent with available pub

lic services and the comprehensive plan. [Ord. 01-05 § 8.]

18.52.020 Application.

A. The applicant shall complete a PUD permit application on a form provided by the planning department in which the applicant shall state and describe in narrative:

1. A legal description and street address of the parcel;

2. The names and addresses of the owners of the parcel and of the applicant;

3. A description of the proposed PUD;

4. A map or plat of the general area surrounding the parcel, with notations of the uses and structures that exist on abutting and nearby lots;

5. A detailed map or plat of the development parcel showing existing and proposed streets, lots, building locations, uses, contour lines and other relevant features;

6. Potential impacts on pedestrian and vehicular traffic circulation and safety;

7. Potential output of noise, fumes, dust, wastes and other forms of potential environmental pollution;

8. Special features and restrictions designed to minimize negative impacts and to ensure the public health, safety and welfare of the residents;

9. A complete site plan permit application for the proposed use, including fill placement, quantities and contours and drainage plans;

10. If any part of the project is located in a flood hazard area or in an area where the project may adversely affect drainage or floods in a flood hazard area, the proposal shall address the relevant matters and standards covered by BMC 15.08.160 through 15.08.180;

11. The names and addresses of all persons who own property within six hundred (600) feet of the boundaries of the parcel.

B. A fee shall be included as established by resolution of the city council. [Ord. 01-05 § 8.]

18.52.030 Hearing and notification.

A. Upon receipt of a complete application for a PUD permit, the land use administrator shall set a date for public hearing before the planning commission. The public hearing shall be scheduled no sooner than twenty (20) calendar days and no later than fifty (50) calendar days from the date of acceptance of a complete application.

B. Notice of the public hearing on a proposed PUD shall be provided as set out in BMC 18.04.070.

C. The public hearing shall be conducted substantially as provided in BMC 18.60.050(A) through (C). [Ord. 01-05 § 8.]

18.52.040 General provisions.

All residential, business and industrial planned unit developments shall meet the following minimum standards. In addition, the planning commission may require compliance with such other design standards relating to the construction, design and placement of buildings, landscaping, streets, roadways, pathways, drainageways and other site design features as it may deem necessary. The commission shall develop and publish guidelines to assist developers in meeting such standards.

A. The minimum site area for a planned unit development shall be two (2) acres for PUDs located entirely in the I, GU, DC or NC districts. If any portion of a proposed PUD is located within the PLI or R districts, the minimum site area shall be five (5) acres. The minimum site area for a PUD within the P district shall be one hundred (100) acres.

B. Building design and site development which involve grading for the placement of structures, parking areas, driveways and roadways shall be depicted on a site plan and shall be described in the written documents and shall specifically address drainage.

C. Major internal streets which are intended to serve a planned unit development shall be functionally connected to existing or proposed streets to provide adequate ingress and egress. The street system by which the PUD will access the core area of the city shall meet the minimum street standards issued by the city engineer.

D. A planned unit development shall be in accordance with the comprehensive plan.

E. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be planted with visual enhancement landscaping.

F. All developments shall meet fire safety requirements established by the city fire department.

G. If any part of the development is in a flood hazard area or in a location that would affect flooding or drainage in a flood hazard area, the planning commission shall address the applicable standards and matters under BMC 15.08.160 through 15.08.180 and shall impose such requirements as necessary to ensure that flood hazards and potential flood damage will be minimized and that the development will not adversely affect flooding situations in the flood hazard area; the planning commission shall impose such requirements as appropriate to minimize or eliminate the adverse effects of the development on floods and potential flood damages, whether within or outside the development. [Ord. 01-05 § 8.]

18.52.050 Residential planned unit developments.

Planned unit developments in the R district shall be limited to residential planned unit developments. In addition to meeting the standards set forth in the general provisions for all PUDs, residential PUDs shall meet the following minimum standards:

A. The number of dwelling units per acre allowable on the gross usable area of a residential PUD shall be determined by the planning commission. However, in no event may the number of dwelling units per acre exceed four.

B. A minimum of thirty (30) percent of the site shall be reserved as usable open space. At least one-half (1/2) of such usable open space shall be contiguous, and no portion of the required open space may be less than two thousand (2,000) square feet in area or less than thirty (30) feet in its smallest dimension. A minimum of twelve (12) percent and a maximum of fifty (50) percent of required open space shall consist of yards which shall be reserved for the residents of individual dwellings. In multistory buildings, balconies or decks may be used in lieu of yards; provided, that the total area of all balconies or decks and yards is not less than the total yard area that would otherwise be required.

C. Permitted uses shall be limited to residential and accessory uses, convenience establishments and personal or professional services. A residential PUD may not include the storage or use of mobile homes, freezer vans, Quonset huts or similar structures. Any nonresidential use must be specifically authorized as to its exact location, type and size. In no event shall the floor area of nonresidential uses exceed ten (10) percent of the total internal floor area of the PUD.

D. Any nonresidential use permitted in a residential PUD shall be compatible with the residential nature of the development. Parking areas which are intended to serve nonresidential uses shall be separated from those designed to serve residential areas. Unless commercial and residential uses are combined within a single structure, commercial uses shall be separated from dwelling units by a heavily landscaped buffer zone having a minimum width of thirty (30) feet.

E. Pedestrian paths shall connect residential uses and nonresidential uses within a residential PUD.

F. Buffer landscaping shall be planted along each boundary of the planned unit development adjoining a nonresidential district or a right-of-way designated for collector or greater capacity.

G. Any two (2) adjacent buildings within a PUD shall be separated from each other by a distance equal to one-half the height of the taller building.

H. Streams shall, except for necessary bridges and crossings, be separated from streets, parking areas and structures with a landscaped buffer zone having a minimum width of fifty (50) feet.

I. Walls and ceiling floor assemblies which are common to any two (2) dwellings shall have a minimum STC acoustic rating of fifty-five (55) and a minimum fire rating of one (1) hour.

J. Each required parking space for residential uses shall be provided with an electrical outlet.

K. Any PUD which will involve the formation of a horizontal property regime under the terms of AS 34.07.030, et seq., or any mandatory homeowners' or similar association must submit for review by the commission the articles of incorporation and bylaws of any such association prior to the sale of any property subject to the association.

The planning commission may require any provisions necessary to ensure that the provisions and intent of this title are met. [Ord. 01-05 § 8.]

18.52.060 Business planned unit developments.

A business PUD may be allowed upon property in the I, GU, DC and NC districts. A PUD in any such district may include only those uses which are permitted principal uses and structures in any of the districts listed in this subsection; provided, that no use involving outdoor storage of inventory, hotel uses or wholesale uses shall be permitted where it would not otherwise be permitted in the district in which the PUD is located. In addition to meeting standards set forth in the general provisions for all PUDs, a business PUD shall meet the following minimum standards.

A. Parking lots and loading areas shall conform to BMC 18.48.150 through 18.48.210;

B. Buffer landscaping shall be planted along each boundary of a business planned unit development that adjoins a residential district;

C. A business PUD shall provide for safe and convenient pedestrian circulation;

D. Principal vehicular access points shall permit smooth traffic flow with controlled turning movements and minimize hazards to vehicular or pedestrian traffic. Access points shall be located in relation to major thoroughfares so that traffic congestion will not be created by the proposed development;

E. The maximum number of residential dwelling units per acre allowable within a business PUD shall be determined by the following schedule. If a business PUD is designed to include residential uses, the area to be devoted to such uses shall be identified on the PUD site plan, and the allowable density shall be calculated based only upon the areas indicated for residential use:

Land Use District	Dwelling Units per Acre (gross area)
I	4
GU	4
DC	4
NC	4

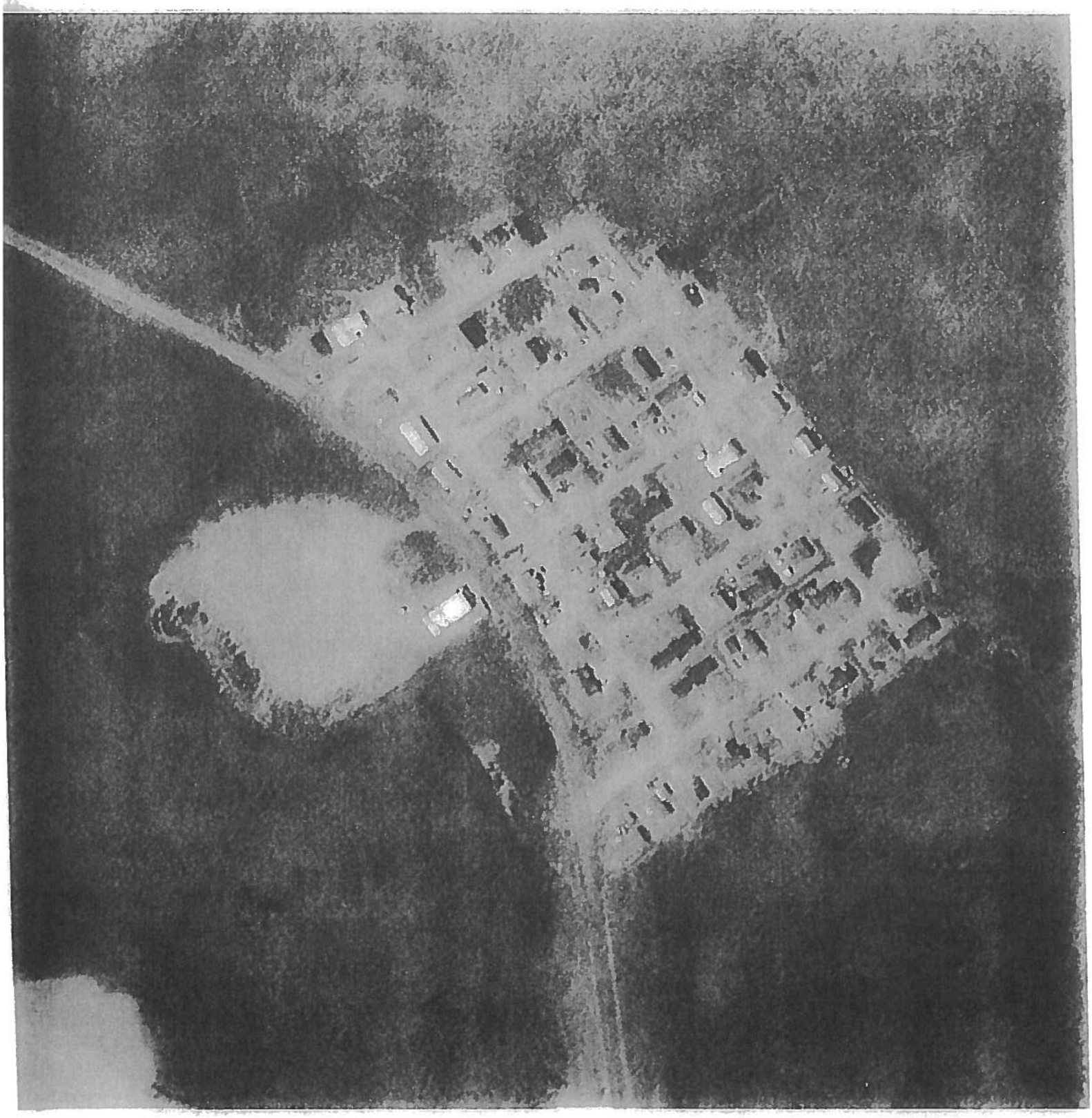
[Ord. 01-05 § 8.]

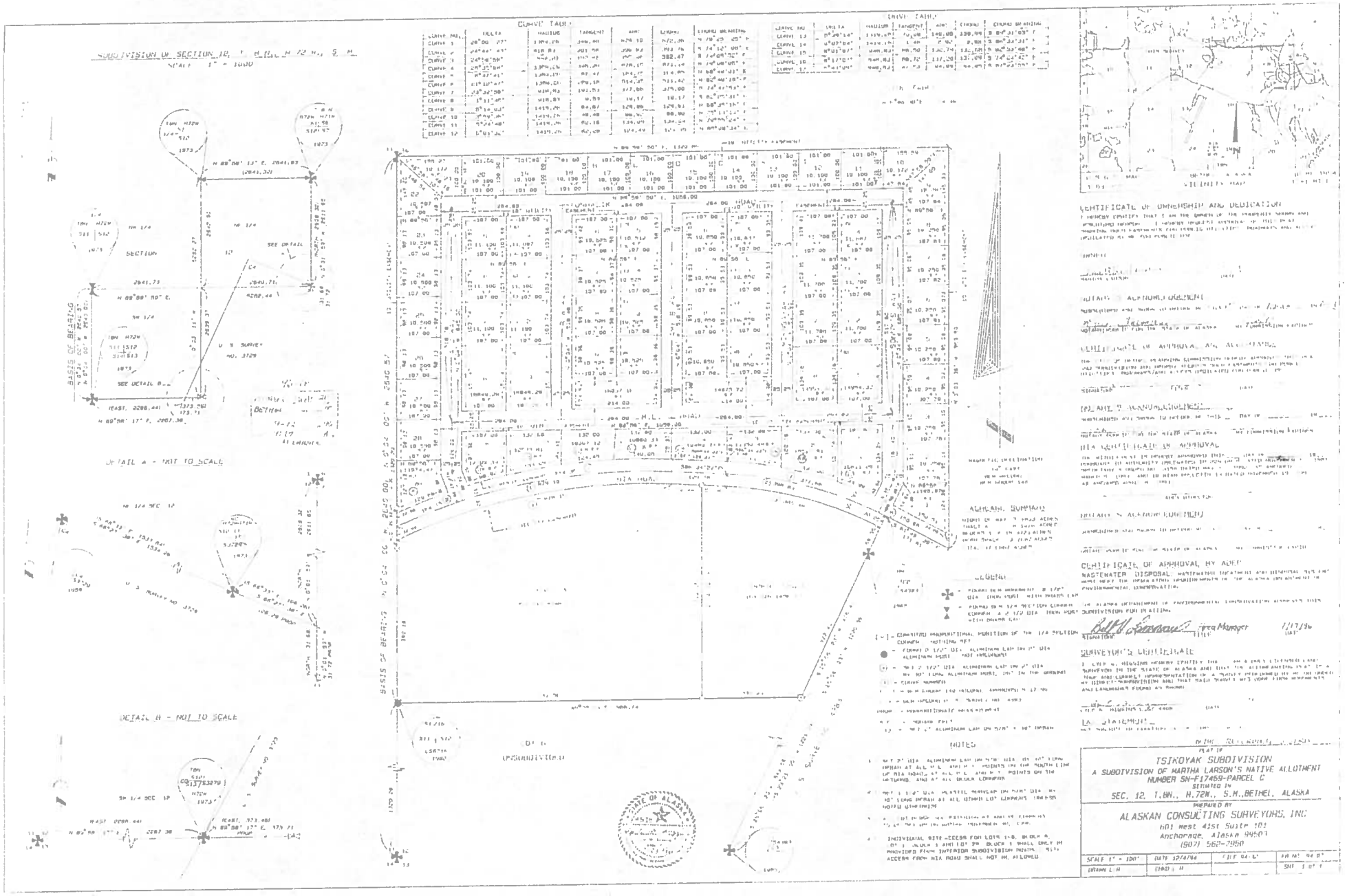
18.52.070 Industrial planned unit developments.

An industrial PUD may be allowed upon property in the I district. An industrial PUD may include only such uses as are permitted principal uses and structures in the district in which the proposed PUD is located. In addition, a residential PUD may be allowed in the I district; provided, however, that any residential uses must be situated on an area of at least ten (10) acres including dedicated streets, and screening landscaping shall be planted along each boundary of the residential planned unit development, except for vehicular and pedestrian ingress and egress points. A residential PUD which is located in the I district must conform to all of the standards required for a residential PUD in the R district. In addition to meeting standards set forth in the general provisions for all PUDs, an industrial PUD shall meet the following minimum standards:

A. Screening landscaping shall be planted along each boundary of an industrial planned unit development adjoining a residential district;

B. Principal vehicular access points shall be designed to permit smooth traffic flow with controlled turning movements and to minimize hazards to vehicular or pedestrian traffic. Access points shall be located in relation to major thoroughfares so that traffic congestion will not be created by the proposed development. [Ord. 01-05 § 8.]




SUBDIVISION W SECTION 12
SCALE 1" = 1000
CURVE TABLE
DETAIL A - NOT TO SCALE
DETAIL B - NOT TO SCALE
BASIS OF BEARING
VICINITY MAP
CERTIFICATE OF OWNERSHIP AND DEDICATION
NOTARY ACKNOWLEDGMENT
CERTIFICATE OF APPROVAL BY ADEC
CERTIFICATE OF APPROVAL BY ADEC
SURVEYOR'S CERTIFICATE
LEGEND
NOTES
PLAT OF
TSIKOYAK SUBDIVISION
A SUBDIVISION OF MARTHA LARSON'S NATIVE ALLOTMENT
NUMBER SN-F17469-PARCEL C
SITUATED IN
SEC. 12, T.8N., R.72W., S.M., BETHEL, ALASKA
PREPARED BY
ALASKAN CONSULTING SURVEYORS, INC
601 West 41st Suite 101
Anchorage, Alaska 99503
(907) 562-7950

CLASSIFIE

wood 515 2877 (26(11 27-06)

ft Wooldridge Boat for Sale 200 horsepower engine 45 inboard tanks dual battery [illegible] radio and CD [illegible] 2 seats [illegible] and tip [illegible] storage cover [illegible] NEVER used 15 and 50 gallon [illegible] tanks Many more [illegible] $27,000 OBO Call [illegible]

08 Jeep Liberty [illegible]

or Rent

ITSIDE STORAGE SPACE FOR RENT [illegible]

ated storage units for rent [illegible]

nall Apartments available [illegible]

OR RENT [illegible]

bdrm apartment for Rent [illegible]

Employment

Help Wanted for night shift at the Bethel Subway Stop by at Subway to pick up an application [illegible]

Looking for Closing Manager at Bethel Subway Please stop by Subway to submit [illegible]

Public Notice

VFW MEMBERSHIP Freedom isn't free and millions of Americans [illegible]

NOTICE TO MISSING BENEFICIARIES / HEIRS

TO THE [illegible]

NOTICE OF PUBLIC HEARING - ZONING APPLICATION

NOTICE IS HEREBY GIVEN that on October 21 2013 the City of Bethel Planning Office received a Zoning Application to change the zoning [illegible] designation to Residential Planned Unit Development

APPLICANT The Planning Commission

SITE LOCATION APPLIED FOR Kasayuli Subdivision

PURPOSE To apply a zoning [illegible] for residential commercial open space and miscellaneous land uses

HEARING DATE Planning Commission hearing to be held on Thursday December 5 2013

TIME AND PLACE OF HEARING 6:30 PM Council Chambers Bethel City Hall

For more information call the Planning Department at 543-5911 (96)(11 26 12 1)

NOTICE OF PUBLIC HEARING - ZONING APPLICATION

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TIME AND PLACE OF HEARING 6:30 PM Council Chambers Bethel City Hall

For more information call the Planning Department at 543-5911 (96)(11 26

NOTICE OF PUBLIC HEARING - PRELIMINARY PLAT

NOTICE IS HEREBY GIVEN that on December 5 2013 the City of Bethel Planning Office received a Preliminary Plat [illegible]

OWNER City of Bethel

PLACE [illegible]

NOTICE OF PUBLIC HEARING - PRELIMINARY PLAT

[illegible]

NOTICE OF PUBLIC HEARING - PRELIMINARY PLAT

NOTICE IS HEREBY GIVEN that on December 5 2013 the City of Bethel Planning Office received a Preliminary Plat [illegible]

OWNER City of Bethel

PURPOSE Lot split

HEARING INFORMATION Planning Commission hearing to be held on Thursday December 5 2013 at 6:30 PM Council Chambers Bethel City Hall

For more information call the Planning Department at 543-5911 [illegible]

NOTICE FOR LARSON ZONING IS MISSING.

CLASSIFIEDS

Firewood. 545-2877. (2)(11/27-cnx)

20 ft Wooldridge Boat for Sale: 200 Horsepower engine, 45 inboard tanks, heavy dual battery, quadraphonic sound system (radio and CD player), 2 ship to shore radios, and fish finder. All seats have storage beneath. Comes with Jet foot (NEVER used). 15 and 30 gallon external tanks. Many more features. All for $27,000—OBO. Call Jeff 545-0298 (11/27-12/11)

2008 Jeep Liberty. V6 automatic. 4x4 $12,800 545-0375 (8)(11/27-cnx)

For Rent

OUTSIDE STORAGE SPACE FOR RENT. EQUIPMENT, BOATS OR VEHICLES NEAR BOAT HARBOR FENCED IN AREA 543-2402 (16)(3/17-cnx)

Heated storage units for rent, secured building $75 & $120 per month depending on size. Inquire at AC Quickstop 543-2640 (20)(12/2-cnx)

Small Apartments available. Some utilities paid 543-2750 (7)(9/1-22. cnx)

FOR RENT
2 BDRM DUPLEX LIV RM HAS FIREPLACE LG KITCHEN, FULL BATH W/D, 600 GAL WATER TANK MASTER BEDROOM HAS DECK LG FRONT PORCH, AVAILABLE SEPT 1 $1500/MO $1500 SECURITY DEPOSIT NO UTILITIES. NO PETS REFERENCES REQ 543-2635 (39)(8/14-cnx)

2 bdrm apartment for Rent 1 bathroom washer and dryer 1075.00 per month tenant pays electric water and sewer Call Sean 1 907 441-1922 (24)(10/9-cnx)

Accepting employment applications at Bethel Subway. Please stop by Subway to submit resume to Naomi. 543-5338. (18)(9/18-cnx)

CLERK OF COURT I
ALASKA COURT SYSTEM
HOOPER BAY, ALASKA
SALARY: $4,866.00 MONTHLY
CLOSING DATE: December 11, 2013
The Alaska Court System (ACS) is recruiting for a Clerk of Court in support of the Hooper Bay District Court. The incumbent will serve as the manager of clerical operations at the Hooper Bay Court including acting as in-court clerk. Regular job duties will include
- Trial court case management
- Counter clerk/Reception
- In-Court Clerk
- Facility Management
- Accounting/Bookkeeping

Complete recruitment information is available on Workplace Alaska http://workplace.alaska.gov. To view vacancies go to the Job Opportunities section and select Court System. Applicants must submit a completed application through Workplace Alaska by 5:00 p.m. on **Wednesday, December 11, 2013.**
THE ALASKA COURT SYSTEM IS AN EEO EMPLOYER AND PROUDLY PROMOTES DIVERSITY (130)(12/4)

Public Notice

VFW MEMBERSHIP Freedom isn't free, and millions of Americans have paid the price for the freedom we enjoy today. Since 1899 the Veterans of Foreign Wars has served those who served America. From writing veterans legislation and then leading the fight to get it through Congress to community projects that benefit all Americans, the VFW is an opportunity for veterans to continue to serve. Contact the VFW Robert V. Lindsey Post #10041 at 543-2241 and ask what you can do for your community. (83)(3/26-cnx)

NOTICE TO MISSING BENEFICIARIES / HEIRS
TO TELESFORO JIMENEZ-CALDAS believed to have resided in Bethel, Aniak and/or Anchorage Alaska and the spouse of PAMELA ANN TOM JIMENEZ deceased
TO THE CHILD/CHILDREN OF SONG HUI-CHA SAMUELSON (formerly Hu-

publication. Publication Dates: Wednesday November 20, November 27, December 4, and December 11, 2013. (146)(11/20-12/11)

NOTICE OF PUBLIC HEARING – ZONING APPLICATION
NOTICE IS HEREBY GIVEN that on October 21, 2013, the City of Bethel Planning Office received a Zoning Application to change the zoning from no designation to Residential Planned Unit Development
APPLICANT: The Planning Commission
SITE LOCATION APPLIED FOR: Kasayuli Subdivision
PURPOSE: To apply a zoning overlay for residential, commercial, open space, and miscellaneous land uses
HEARING DATE: Planning Commission hearing to be held on Thursday December 5, 2013
TIME AND PLACE OF HEARING: 6:30 PM, Council Chambers, Bethel City Hall
For more information call the Planning Department at 543-5306. (96)(11/25-12/4)

PUBLIC HEARING NOTICE
On December 5, 2013 the City of Bethel Planning Commission will hear a request received in the Planning Office on October 17, 2013 by GCI for an 80-foot telecommunications tower and utility structure to be located at 822 Ptarmigan Road, Bethel, Alaska 99559, owned by Robert Graham. Legal description: Plat #2005-32, Block 1, Lot 22. The hearing will be held at the City Council Chambers, 300 Chief Eddie Hoffman Highway at 6:30 PM. If you cannot attend the meeting, please call the Planning Department at 543-5306 if you wish to comment. (94)(12/5)

Notice of Judgment – Change of Name
A judgment has been issued by the Superior Court in Bethel, Alaska in Case #4BE-13-00352CI ordering that the minor child's name will be changed from James Lawrence Myers-Greene III to James Lawrence Greene III, effective on the effective date stated in the clerk's Certificate of Name Change. (54)(12/4)

>>>>DRAFT<<<<

City of Bethel, Alaska
Planning Commission

December 5, 2013 Special Meeting/Hearing Bethel, Alaska

I. CALL TO ORDER

A special meeting of the Planning Commission was held on December 5, 2013 at 6:30 pm in the City Hall Council Chambers, Bethel, Alaska.

Chair Guinn called the meeting to order at 6:35.

II. ROLL CALL

Compromising a quorum of the Commission, the following members were present for roll call: John Guinn, Heather Pike, Cliff Linderoth, and Abe Palacios. Excused: Joy Shantz.

Ex-Officio members present were the following: Rachael Pitts, Planning Director, and Betsy Jumper, Recorder.

III. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA OF DEC. 5, 2013

MOVED:	Heather Pike	Motion to approve the Agenda, with changes in the order of agenda items. (Conditional Use permit application to be the first item on the agenda).
SECONDED:	Abe Palacios	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

IV. MOTION TO APPROVE THE MINUTES OF THE OCT. 10, 2013 MEETING

MOVED:	Abe Palacios	Motion to approve the minutes of Oct. 13, 2013.
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

V. NEW BUSINESS: A. Public Hearing: Conditional Use Permit Application from GCI for a Telecommunications Tower and Utility Structure to be located at 833 Ptarmigan Street, Bethel, Alaska 99559. Legal Description is Plat 2005-32, Block 1, Lot 22, Bethel Recording District.

The Planning Director gave an overview of the topic.

PEOPLE TO BE HEARD (5 minute limit)

-- **Frank Mazzaro**, spoke in opposition to cell tower;
--**Jenna Jarvis,** a representative of GCI, spoke in favor for the cell tower.

The Planning Commission discussed the issue.

MOTION TO APPROVE THE CONDITIONAL USE PERMIT APPLICATION FROM GCI FOR A TELECOMMUNICATIONS TOWER AND UTLITY STRUCTURE TO BE LOCATED AT 833 PTARMIGAN STERET, BETHEL, ALASKA 99559. LEGAL DESCRIPTION IS PLAT 2005-32, BLOCK 1, LOT 22, BETHEL RECORDING DISTRICT.

MOVED:	Abe Palacios	Motion to approve the Conditional Use permit application from GCI.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

VI. UNFINISHED BUSINESS: A. Public Hearing: Residential Planned Unit Development Zoning for Kasayuli Subdivision, sponsored by the Planning Commission. Legal Description: Plat 98-3, Bethel Recording District.

The Planning Director gave a power point presentation on both Kasayuli and Larson subdivision planned unit developments.

MOTION TO APPROVE THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING FOR KASAYULI SUBDIVISION, SPONORED BY THE PLANNING COMMISISON. LEGAL DESCRIPTION: PLAT 98-3, BETHEL RECORDING DISTRICT.

MOVED:	Abe Palacios	Motion to approve the Residential Planned Unit overlay for Kasayuli Subdivision.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

B. Public Hearing: Residential Planned Unit Development Zoning for Tsikoyak (Larson) Subdivision, sponsored by the Planning Commission. Legal Description: Plat 96-18, Bethel Recording District.

MOTION TO APPROVE THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING FOR TSIKOYAK (LARSON) SUBDIVISION, SPONORED BY THE PLANNING COMMISISON. LEGAL DESCRIPTION: PLAT 96-18, BETHEL RECORDING DISTRICT.

MOVED:	Heather Pike	Motion to approve the Residential Planned Unit overlay for Tsikoyak (Larson) Subdivision.
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

PEOPLE TO BE HEARD (5 minute limit)

--**Walter Larson,** spoke of a request made to BIA for a lot line adjustment in the open space area, and addressed the covenants of Larson subdivision; would like for Larson to remain a residential area. Also expressed concerns about the roads in Larson.

-- **Shawn Budovic**, spoke of some concerns and issues on 602 Ptarmigan.

VII. SPECIAL ORDER OF BUSINESS: A. Election of Planning Commission Chairman

MOTION MADE TO RE-APPOINT JOHN GUINN AS CHAIRMAN OF THE PLANNING COMMISSION

MOVED:	Abe Palacios	Motion to re-appoint John Guinn as Chairman.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

B. Election of Planning Commission Vice-Chairman

MOTION MADE TO PUT THIS ITEM ON THE NEXT PLANNING COMMISISON AGENDA

MOVED:	Abe Palacios	Motion made to put the election of the Vice-chairman on the next Planning Commission meeting.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

VIII. NEW BUSINESS: A. Public Hearing: A Preliminary Plat of LOT 3A, Block 19, US Survey No. 3230 A&B, Containing 1.8 acres, Property of the City of Bethel. B. Public Hearing: A Preliminary Plat of Lots 5A and 5B, Block 8, US Survey No. 3790, Containing 0.71 acres, Property of the City of Bethel. C. Public Hearing: A Preliminary Plat of Tracts H-1 and H-2, Block 2, Turnkey III Subdivision, Containing 3.61 acres, Property of the City of Bethel.

Discussions ensued about all the above preliminary plats.

MOTION MADE TO ACCEPT A PRELIMINIARY PLAT OF LOT 3A, BLOCK 19, US SUVEY NO. 3230 A & B CONTAINING 1.8 ACRES, PROPERTY OF THE CITY OF BETHEL.

MOVED:	Abe Palacios	Motion to accept preliminary plat of lot 3A, block 19, USS 3320 A&B
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

MOTION MADE TO ACCEPT A PRELIMINARY PLAT OF LOTS 5A AND 5B, BLOCK 8, US SURVEY NO. 3790, CONTAINING 0.71 ACRES, PROPERTY OF THE CITY OF BETHEL

MOVED:	Abe Palacios	Motion to accept the preliminary plat of lots 5A and 5B of USS 3790
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

MOTION MADE TO ACCEPT A PRELIMINARY PLAT OF TRACTS H-1 AND H-2, BLOCK 2, TURNKEY III SUBDIVISION, CONTAINING 3.61 ACRES, PROPERTY OF THE CITY OF BETHEL

MOVED:	Abe Palacios	Motion to accept the preliminary plat of tracts H-1 and H-2, block 2 of Turnkey III subdivision
SECONDED:	Heather Pike	
VOTE ON MAIN	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

MOTION	

E. Regular December Planning Meeting Cancellation

MOTION TO CANCEL THE REGULAR DECEMBER PLANNING MEETING

MOVED:	Abe Palacios	Motion to cancel the regular December Planning Commission meeting
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

IX. PLANNER'S REPORT: The Planning Director went over the monthly report.

X. COMMISSION MEMBER'S COMENTS: Heather apologized for missing last month's meeting; Bubba welcomed Heather to the Planning Commission; Cliff, no comments; John, welcomed Heather.

XI. ADJOURNMENT

MOTION MADE TO ADJOURN THE MEETING

MOVED:	Abe Palacios	Motion to adjourn the meeting.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

Next meeting on January 9, 2014

John Guinn, Chairperson

ATTEST:

Betsy Jumper, Recorder

Introduced by: Planning Commission
Date: January 14, 2014
January 28, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-03

AN ORDINANCE AMENDING THE OFFICIAL CITY LAND USE MAP DATED JULY 10, 1990 PURSUANT TO SECTION 18.76 OF THE BETHEL MUNICIPAL CODE- ZONING TSIKOYAK (LARSON) SUBDIVISION AS RESIDENTIAL PLANNED UNIT DEVELOPMENT

WHEREAS, the Planning Commission has approved the zoning on December 5, 2013, of certain lands contained in the Tsikoyak (Larson) Subdivision, Plat 96-18, Bethel Recording District, and approved the request to waive the design review;

WHEREAS, the Planning Director / Platting Officer for the City of Bethel has determined that this zoning conforms to City Code, pursuant to BMC 18.76, and is compatible with the Bethel Comprehensive Plan, and recommends that the zoning be approved;

WHEREAS, Section 18.76 of the Bethel Municipal Code provides that such zoning is accomplished through an amendment to the official zoning map of the City enacted by an ordinance;

WHEREAS the City Council finds that such zoning is in the public interest; and

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that:

SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

SECTION 2. Amendment. The City of Bethel Official City Zoning Map dated July 10, 1990 is hereby amended.

Pursuant to Section 18.76 of the Bethel Municipal Code, the Official Land Use Map dated July 10, 1990, is amended as follows: TSIKOYAK (LARSON) SUBDIVISION is hereby zoned to Residential Planned Unit Development, according to the map submitted for review.

SECTION 3. Effective Date. This ordinance shall become effective immediately.

Introduced by: Planning Commission
Date: January 14, 2014
January 28, 2014
Public Hearing:
Action:
Vote:

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City of Bethel
Committees and Commissions

Recommendation to City Council

Committees and Commissions that wish to make a recommendation to City Council should turn this form in to the City Clerk or to the City Council representative on the committee or commission.

Committee/Commission:	**Planning Commission**	**Chairman:**	**John Guinn**
Date Submitted:	**1/7/2014**	**Council Rep:**	**Heather Pike**

Request for zone change. Kasayuli Subdivision. 146.35 acres

Recommendation: Approve change from no designated zoning district to Residential Planned Unit Development.

The Planning Commission approved the request on December 5, 2013.

Other:

Received by: Joi Stockle
Date: 1-7-2014

Introduced by: Planning Commission
Date:
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-

AN ORDINANCE AMENDING THE OFFICIAL CITY LAND USE MAP DATED JULY 10, 1990 PURSUANT TO SECTION 18.76 OF THE BETHEL MUNICIPAL CODE

WHEREAS THE PLANNING COMMISSION HAS APPROVED THE ZONING ON DECEMBER 5, 2013, OF CERTAIN LANDS CONTAINED IN THE KASAYULI SUBDIVISION, PLAT 98-3, BETHEL RECORDING DISTRICT, AND APPROVED THE REQUEST TO WAIVE THE DESIGN REVIEW;

WHEREAS the Planning Director / Platting Officer for the City of Bethel has determined that this zoning conforms to City Code, pursuant to BMC 18.76, and is compatible with the Bethel Comprehensive Plan, and recommends that the zoning be approved;

WHEREAS Section 18.76 of the Bethel Municipal Code provides that such zoning is accomplished through an amendment to the official zoning map of the City enacted by an ordinance;

WHEREAS the City Council finds that such zoning is in the public interest; and

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that:

SECTION 1. Classification. This ordinance is not permanent in nature and shall not be placed in the Bethel Municipal Code.

SECTION 2. Amendment. The City of Bethel Official City Zoning Map dated July 10, 1990 is hereby amended.

Pursuant to Section 18.76 of the Bethel Municipal Code, the Official Land Use Map dated July 10, 1990, is amended as follows: KASAYULI SUBDIVISION is hereby zoned to Residential Planned Unit Development, according to the map submitted for review.

SECTION 3. Effective Date. This ordinance shall become effective immediately.

ENACTED THIS DAY OF 2014, BY A VOTE OF IN FAVOR AND OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

Introduced by: Planning Commission
Date:
Public Hearing:
Action:
Vote:

_____
Lori Strickler, City Clerk

City of Bethel
Planning Department
Staff Report for Zoning Request, October 21, 2013

Planning Commission Hearing Date:	November 14, 2013
Request:	From: No designated zoning district To: Residential Planned Unit Development
Proposed Land Use:	Residential, Commercial, and Open Space
Acres:	146.35
Location:	Kasayuli Subdivision, Plat No. 98-3 Bethel Recording District
Owner:	Yukon Kuskokwim Health Corporation, and individual property owners
Applicant / Representative:	Planning Commission
Staff Recommendation:	Approve Residential Planned Unit Development per Map

Comprehensive Plan Conformity

Street Status | The primary access to the parcel is Tower Road.

Economic Development Goal 8: Enhance the quality of life in Bethel to attract and retain individuals and businesses.

The existing Kasayuli development was designed to provide quality residential living and a limited number of other land uses within the subdivision. There are still available lots to be developed at an attractive location.

Land Use Goal 4: Encourage a range of housing opportunities for current and future Bethel residents, including more housing within the purchasing or rental capabilities of young families, single people, school teachers and other workers.

Residential land uses at this location will provide opportunities for new housing to purchase or rent. Taking into account the growth of facilities and population in Bethel in the last few years, it is more important than ever to plan for new housing stock. This location provides housing that is convenient to the airport and the hospital.

Surrounding Land Uses and Zoning

	Land Use	Zoning
On Site	Residential and Commercial uses	Undesignated
North	Open Space	Undesignated
South	Open space	Undesignated

East	Open space, sand and gravel operations, and airport property	Undesignated
West	Open Space	Undesignated

Background, Issues, and Analysis

Kasayuli Subdivision was approved and accepted by the Bethel City Council in 1998. The subdivision was designed for good drainage, with large open space areas to be used for drainage and recreation. Most of the lots were designated, by way of covenants, to be residential. A smaller number were intended to be commercial, multi-family, or have a special purpose such as well development and a commercial laundromat.

The subdivision is located southwest of the Bethel Airport, but far enough away to minimize noise impacts. The State of Alaska is currently engaged
in a planning process for airport expansion over the next twenty years, and current maps show that expansion is planned to extend west of the airport.

There is a need for residential land development in Bethel. The residential shortage contributes to high land and rent costs. Bethel has been growing, and more housing will contribute to the quality of life in the city.

The parcel is located on the west side of Bethel, outside of the areas FEMA identifies as floodplain. There are some wetland areas that are exempt from the General Permit for the Discharge of Dredged and/or Fill Material into Wetlands at Bethel. Kasayuli Subdivision is not subject to any fill or flood restrictions.

Zoning for Kasayuli Subdivision

At the time the subdivision was approved, the Bethel Municipal Code did not contain any zoning categories that matched the Kasayuli Subdivision covenants. Over the years the Planning Department has been providing Site Plan Permits using only a minimum of control over land uses there.

This proposal for an Residential Planned Unit Development overlay would allow the city to enforce some minimum requirements for permitting that are compatible with the subdivision covenants. City staff ask that much of the PUD review be waived, since it occurred prior to the 1998 acceptance of the subdivision. The overlay would allow the city to give site plan permits according to the attached map. On the zoning map for the city the area would be designated as a zoning overlay. Zoning overlays are like regular zoning, they can be changed or removed through an application and hearing process at a later time. In the event of a broader land use planning process, this overlay can be removed.

The focus of the overlay request is to utilize categories that focus solely on the Site Plan Permit approval process. Other parts of the covenants will be left to the Kasayuli Neighborhood Association to address.

The city merely wants the chance to apply unambiguous land use designations in the subdivision for the permitting process.

Findings

1. The request for a Residential Planned Unit Development is compatible with the Bethel Comprehensive Plan.

2. The subdivision design review occurred prior to 1998 and should be waived for this application.

3. The location of housing at this location will not interfere with any current airport expansion plans.

4. The subdivision is not located in an area identified at this time as floodplain by FEMA, or restricted by the Army Corps of Engineers.

5. The proposed zoning overlay includes a minimum of regulation to be focused on the issuance of Site Plan Permits.

Stipulations

1. Site Plan Permits must be obtained from the Bethel Planning Department for fill, and construction.

2. The platting, permitting, and construction processes must conform to the City of Bethel Municipal Code, and any and all requirements of the State Fire Marshall must be met.

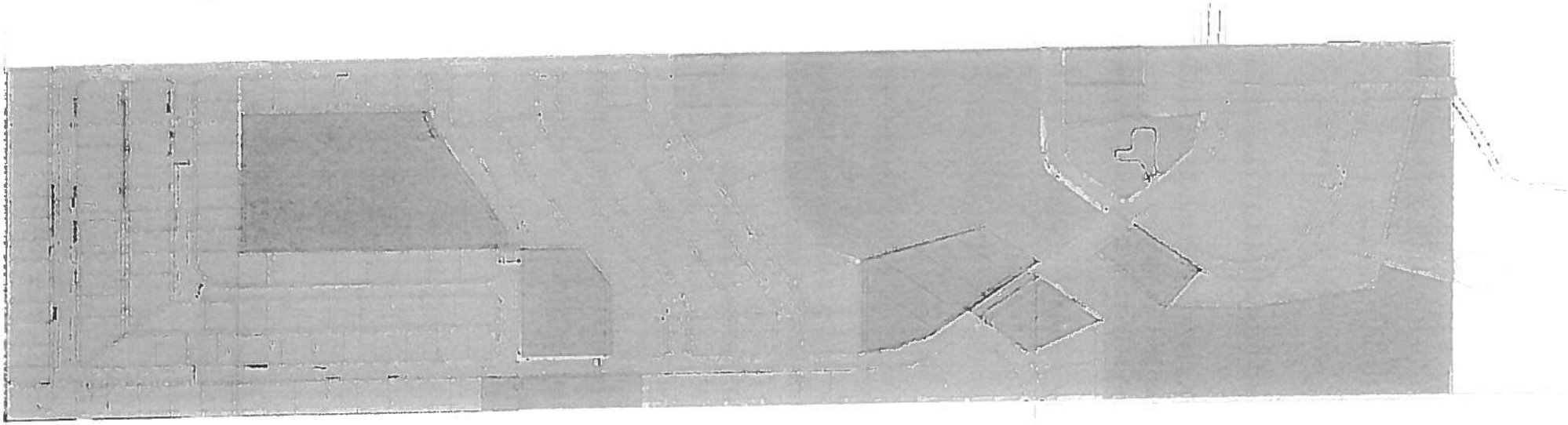
3. At the time piped water and sewer services are provided to the area, property owners are required to hook up to these services. Until that time properties must provide sufficient clearance for water and wastewater trucks to access the residences and businesses.

4. The Planning Department will assign street numbers to individual properties, and these must be visible from the street.

Writer
REP
10/21/2013

Attachments
Application
Proposed Zoning Overlay Map
Plat 98-3, Bethel Recording District
BMC Chapter 18.52 Planned Unit Development
Declaration of Restrictive Covenants Kasayuli Subdivision

- Residential, Single Family or Duplex per Lot
- Open Space
- Commercial
- Multi-Family Residential, Maximum Five Units in One Structure per Lot, or Commercial
- Water Well and Laundromat



Residential Planned Unit Development
Kasayuli Subdivision
November 2013

Minimum setbacks: 10 feet on the back and sides, and 15 feet in the front.

Minimum residential lot size is 10,000 SF.

Residential building height: Two stories maximum not including basement.

OCT 2 1 2013

City of Bethel
Planning Department

300 Chief Eddie Hoffman Hwy P.O. Box 1388
Telephone: (907) 543-5306 * Fax: (907) 543-4188

Zoning Map Amendment Application Form

Applicant: PLANNING COMMISSION

Legal Description of Properties covered by this application (use additional sheets if necessary):
KASAYULI SUBDIVISON, PLAT NO. 98-3
BETHEL RECORDING DISTRICT

Requested District Change (i.e., from - to):
FROM NO ZONING TO PLANNED UNIT DEVELOPMENT

Reason for request:
TO PROVIDE A ZONING OVERLAY TO FACILITATE THE PERMITTING PROCESS.

****

Please provide a written narrative explaining the following:

1. Is the proposed change in accordance with the city comprehensive plan?
YES. THE PLAN SUPPORTS THE SITE PLAN PERMITTING PROCESS, AND EFFORTS TO REMOVE OBSTACLES TO ORDERLY LAND USE PROCESSES.

2. How is the proposed change compatible with surrounding zoning districts and the established land use pattern?
THIS PART OF THE CITY HAS NOT BEEN ZONED. THE PROPOSED ZONING IS COMPATIBLE WITH CURRENT LAND USES IN THE AREA, AND THE SUBDIVISION COVENANTS.

3. Are public facilities such as schools, utilities and streets adequate to support the proposed change?

THE SUBDIVISION HAS ALREADY BEEN DESIGNED AND ACCEPTED BY THE CITY. REQUEST A WAIVER OF THE DESIGN REVIEW PROCESS.

4. Do changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change?

KASAYULI SUBDIVISION IS MAINLY RESIDENTIAL IN NATURE, AND THE PERMITTING PROCESS SHOULD SUPPORT THIS THROUGH ZONING. THERE ARE STILL LOTS FOR SALE IN THE AREA.

5. Is the proposed change consistent with public welfare and will it grant a special privilege to the owners?

IT IS CONSISTENT WITH LAND USE REGULATION AS IT OCCURS IN OTHER ZONED AREAS OF THE CITY. IT WILL NOT GRANT SPECIAL PRIVILEGES TO LANDOWNERS.

Date of application: 10/21/2013

$100.00 Filing fee paid: WAIVED

Signature of owner or owner's authorized representative

Address

Phone/contact number

RACHAEL PITS
PLANNING DIRECTOR

AFTER RECORDING, RETURN TO:
Mr. John P. Guinn
Yukon-Kuskokwim Health Corporation
P.O. Box 528
Bethel, Alaska 99559

DECLARATION OF RESTRICTIVE COVENANTS
KASAYULI SUBDIVISION

YUKON-KUSKOKWIM HEALTH CORPORATION, P.O. Box 528, Bethel, Alaska 99559 ("YKHC"), owner of the following described real property located in the City of Bethel, Fourth Judicial District, State of Alaska:

> Lots 1-5, Block 1; Lot 1-6, Block 2; Lots 1-4, Block 3; Lots 1-4, Block 4; Lots 1-5, Block 5; Lots 1-16, Block 6; Lots 1-21, Block 7; Lots 1-17, Block 8; Lots 1-23, Block 9; Lots 1-44, Block 10; Lots 1-16, Block 11; Lots 1-13, Block 12; Lots 1-11, Block 13; Tract A; Tract B-1; Tract B-2; Tract C; Tract D; Tract E; Tract F; Tract G and Tract H; KASAYULI SUBDIVISION REPLAT, according to Plat No. 98-3, filed on FEB. 18, 1998 in the Bethel Recording District, Fourth Judicial District, State of Alaska,

hereby makes the following declaration ("Declaration") as to the easements, covenants, conditions, reservations, limitations, restrictions, and uses to which the above-described lots (the "Subdivision") may be put, and hereby specifies that such Declaration shall constitute covenants to run with the land, as provided by law, shall be binding on all parties owning lots in the Subdivision and all persons claiming under them, and shall be for the benefit of all such future owners, or any of them, or their heirs and assigns, this Declaration being designated for the purpose of keeping the Subdivision desirable, uniform, and suitable in use and architectural design as specified herein.

1. **Land Use**.

a. Lots shall be used for residential purposes only; residential purposes mean a dwelling unit consisting of a single family residence or consisting of a duplex. A duplex is defined as one structure containing separate dwelling units for two families, having a common roof line, floor line, continuous foundation, and common exterior. No dwelling, building, or out building shall be commenced, erected, placed, or maintained upon the Subdivision, nor shall any exterior addition to or change or alteration in any such structure, be made which is not in conformance with the municipal ordinances and building codes of the City of Bethel and the provisions of this Declaration.

In the absence of city codes, then building codes adopted by the State of Alaska. Only one residential dwelling (whether single family or duplex) shall be built on each lot. Notwithstanding the foregoing, YKHC may use those lots described in 1(c) below for multi-family rental housing consisting of dwellings not larger than one five-plex (a maximum of five separate dwelling units in one structure) on each lot; those lots described in 1(d) below for future commercial use; and those lots described in 1(e) below for well development and laundro-mat facilties.

b. Each owner shall maintain their respective dwelling units, patios, out buildings, fences, and other improvements in good condition and repair, and shall maintain an attractive and viable landscaping, including grass or other seeded ground cover, on their lot. Each lot must be seeded with grass or similar ground cover by the owner within twelve (12) months from the time of the beginning of construction of a dwelling on such lot.

c. Lots 2 through 5, Block 5, shall be retained and reserved by YKHC for the purpose of rental housing. Maximum size of dwelling units on these lots shall be limited to five-plexes.

d. Lot 4, Block 3; Lot 3 & 4, Block 4, Lots 2-6, Block 5; and Lots 1-5, Block 6 shall be reserved by YKHC for sale for future commercial use.

e. Lots 14-16, Block 6 shall be retained and reserved by YKHC for the purpose of water well development and laundro-mat facilities.

f. A restriction is hereby written into each deed from YKHC to the purchaser of a lot, allowing YKHC or its successors or assigns to exercise, for 100 years after YKHC's conveyance of each lot, first right of refusal to purchase such lot and improvements thereon should the owner seek to sell, convey, or to enter into a lease with a term longer than four years. The purchase price shall be equal to the fair market value of the lot and improvements. Each owner shall give YKHC written notice of intent to sell or to enter into such long term lease. YKHC shall then have thirty (30) days to reach a purchase agreement with the selling owner.

2. **Dwelling Size and Quality**. Residential dwellings shall not contain more than two stories in height, not counting a basement. A single family dwelling unit and each dwelling unit in a duplex shall be a minimum of 800 square feet, excluding basement and garage areas, for single story dwellings. Two-story dwelling units shall have a minimum of 800 square feet for the ground floor, excluding basement and garage areas. For a two-story residence that has a minimum of 800 square feet on the second floor, a garage may count for 300 square feet toward the 800 square foot minimum on the ground floor. The garage shall be for not more than two cars. All residences, out buildings, additions, other structures, and sewer and water systems shall be new construction, and constructed with quality workmanship and materials. All buildings shall, as a minimum, meet or exceed AHFC and HUD criteria and meet ICBO inspections.

3. **Building Locations**. No building shall be located on any lot closer than fifteen (15) feet from any front lot line, or closer than ten (10) feet from any side lot line, or closer than ten (10)

feet from any rear lot line. However, in the case of corner lots the set back from the side street line shall be not less than fifteen (15) feet. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building for the side and rear lot lines, provided that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Steps and open porches shall be considered as part of the building for front lot lines, or for side street lines in the case of corner lots.

4. **Completion of Exteriors**. All residential dwellings must be enclosed and exteriors finished within twelve (12) months from the time of the beginning of construction, with quality workmanship and finish materials.

5. **Filling In and Removing**. No lot shall be increased in size by filling in the waters or drainageways it abuts. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No rock, gravel, sand, clay, or other materials shall be excavated or removed from any lot for commercial purposes.

6. **Walls and Fences**. No boundary wall, fence, hedge, or shrubbery shall be constructed or permitted with a height of more than four (4) feet. Walls, fences, hedges, or shrubbery along a rear lot line, or along side lot lines (but not a side street lot line for corner lots) are permitted up to a maximum height of six (6) feet. No wall, fence, hedge, or shrubbery which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway or street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines.

7. **Phased Subdivision Development/Addition of Land to Subdivision**. YKHC reserves the right to develop additional lots or tracts of land not subject to this Declaration, but which adjoin or are part of the Subdivision plat. YKHC reserves the right to add additional phases to the Subdivision, which additional phases may, or may not, be made subject to and governed by this Declaration. Further YKHC reserves the right to develop additional phases of the Subdivision plat that may permit lots or certain tracts or property to be used for multi-family residential purposes or nonresidential purposes.

8. **Public Water and Sewer**. In the event any public or governmental authority should require the installation of public water or public sanitary sewers and appurtenances in part or in all of the Subdivision, the owners of lots in the Subdivision shall pay their proportionate share, if any, of the cost and expense of installing such systems. This proportionate share will be computed by the total number of lots served by the system or section of the system and dividing the total lots served into the total cost of the system. All buildings must be connected to the system, if any are connected, as soon as such system is constructed and thereafter further use of existing water supply or sewage/septic tanks shall be prohibited.

9. **Existing Water Supply and Sewage Disposal Systems**. Owners of lots shall comply with all applicable City of Bethel municipal ordinances, regulations, and building codes, or those of such other governmental authority having jurisdiction, with respect to requirements for on-

site water supply storage tanks and sewage systems/septic sanitary disposal.

10. **Reservation of Land for Dedication as Park**. YKHC reserves the right to convey or otherwise dispose of one or more lots in the Subdivision for dedication to the City of Bethel as neighborhood park land for the use and benefit of the owners and occupants of the Subdivision. YKHC may, but is not required to, develop such lots or dedicate such lots for park purposes.

11. **Nuisances**. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in the peaceful enjoyment of their lots.

12. **Temporary Structures and Trailers or Mobile Homes**. No temporary structure, boat, truck, trailer, camper, or recreational vehicle of any kind shall be used as a permanent or temporary living area or for storage purposes while located in the Subdivision. No mobile homes may be permanently or temporarily placed, maintained, or occupied on any lot. There is excepted herefrom the placement of a trailer on a lot during construction of a permanent structure, upon completion of which the trailer shall be removed. Freezer vans may be placed on the property for use as a storage shed, smoke house, or other similar use, if it is enclosed in a quality wood or finished metal siding within three months of placement upon the lot, but in no case shall such structure be used for living quarters for any period of time.

13. **Animals**. No animals, livestock, farm animals, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and that not more than two such pets are kept on any one lot at the same time. Dog teams are not allowed, whether for personal or commercial use, except on Lots 1 through 16, Block 11. Any household pets maintained on a lot shall, whenever kept, allowed, or taken outside a residential dwelling on said lot, be enclosed in a dog kennel, run, or other fenced enclosure or if same is not available, shall be at all times maintained on a leash or a fixed tether such that the animal cannot stray off the property upon which it is maintained.

14. **Waste Material**. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including, but not limited to, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed in any part of the Subdivision. Garbage and similar solid wastes shall be kept in sheltered, secure, sanitary containers well-suited for that purpose. The owner or occupant of each lot shall be responsible for the disposal outside of the Subdivision of all such trash, garbage, rubbish, refuse, or other solid waste.

15. **Storage**. All boats, cars, trucks, trailers, campers, motorcycles, snow machines, all-terrain vehicles, and cross country vehicles of any type, midget cars, and all other similar types of property must be stored, kept, located, and maintained behind the front building set-back line and no such property may be stored, kept, or maintained on any street in the Subdivision.

16. **Street Parking**. No car or truck or similar type of vehicle shall be parked on a

permanent or on a regular basis on any street in the Subdivision.

17. **Parking and Vehicular Restrictions**. No vehicles in an inoperative condition shall be parked on a lot subject to this Declaration which would constitute a nuisance. All vehicles on any lot must be licensed. For purposes of this Declaration, an inoperative vehicle parked longer than sixty (60) days shall be considered a nuisance. At no time shall more than one inoperative vehicle be placed on a lot. No commercial vehicles or heavy equipment such a bulldozers, road graders or long wheel base trucks or vans may be parked on any lot or street except during that time it is actually working in the Subdivision in a continuous manner.

18. **Airplanes**. No airplane or airplane parts shall be stored or maintained on Subdivision lots, except inside a garage or storage building.

19. **Drainage**. All driveways and walkways from streets shall conform with the natural drainage and shall be culverted where there is any chance that the driveway or walkway would affect the natural drainage. Owners of lots shall be responsible for maintaining culverts under their driveways, and shall not fill in or otherwise obstruct any drainage ditches adjoining their lots.

20. **Signs**. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet identifying lot owner or occupants and one sign of not more than ten (10) square feet advertising the property for sale or rent, or signs used by a builder to advertise the properties during the construction or sales period.

21. **Alcoholic Beverages and Controlled Substances.** The sale of alcoholic beverages and controlled substances is prohibited in Kasayuli Subdivision.

22. **Easements**. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or increase turbidity of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Lot owners shall permit utility support structures and guide wires to be installed on lots which are not within the easements reserved. Maintenance of the support structures and guide wires are the responsibility of the utility company. All lots in the Subdivision shall be subject to an avigation easement in favor of YKHC and the State of Alaska, Department of Transportation and Public Facilities, for the benefit of the Bethel Airport.

23. **Business or Commercial Activities**. No business or commercial activity shall be maintained or conducted on any lot except as allowed in 1.d. Provided, however, that professional and administrative occupations may be carried on within residences on lots so long as there exists no external evidence thereof. For the purpose of this covenant, customer traffic is strictly prohibited on premises for any operation.

24. **Re-Subdivision**. No lot shall be re-subdivided by plat or deed which will result in any one lot or fragment of the original lot smaller than 10,000 square feet, except as may be necessary to convey title to a side-by-side duplex unit as a zero lot line dwelling.

25. **Reservation of Right to Establish Homeowners Association**.

a. YKHC reserves the right to create the Kasayuli Subdivision Homeowners Association (the "Association") under the Common Interest Ownership Act.

b. Each owner of a lot in the Subdivision shall be and is hereby deemed to be a member of the Association, and shall be bound by the Articles of Incorporation, Bylaws, rules and regulations, and other actions of the Association, including, but not limited to, the obligation to pay dues as set by the Association.

26. **Term**. These covenants will continue in full force and effect in perpetuity.

27. **Enforcement**. Enforcement may be by proceedings at law or equity against any person or persons violating or attempting to violate this Declaration, and such proceedings may seek to restrain such violation and recover damages. The failure to promptly enforce any of the covenants or restrictions in this Declaration shall not bar their enforcement or be construed as constituting an abandonment of any of such covenants or restrictions.

28. Severability. Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

DATED this 8th day of April 1999.

YUKON-KUSKOKWIM HEALTH CORPORATION

Gene Peltola, President/CEO

STATE OF ALASKA)
) ss.
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 8th day of April 1999 by Gene Peltola, Executive Director of YUKON KUSKOKWIM HEALTH CORPORATION, an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public in and for Alaska
My Commission Expires: July 24, 2000

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BETHEL RECORDING
DISTRICT

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REQUESTED BY YKHC

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that are applicable to the airport. The map may consist of more than one (1) sheet, shall be to scale and shall accurately show the following:

1. The exterior boundaries of the applicable air space zones;

2. The name or other identification of each of the airspace zones;

3. A legend that provides a description of the location of each zone or surface, including a reference to the paragraph in the Federal Aviation Regulations that describes the zone or surface;

4. The reference points within or outside the airport from which distance, elevation, height bearing, vertical angle or other measurements are made in describing the airspace zones or surfaces;

5. Existing topography, if available;

6. Existing subdivisions, streets, roads and other rights of way, U.S. Surveys, section lines and similar features of land that will be useful in determining the location of a proposed development with respect to the boundaries of any airspace zone.

C. The map required by subsection A of this section shall accurately show the airspace zones. Airspace zones that have a sloping surface shall be shown in ten (10) foot increments unless the land use administrator requires more frequent contour lines close to the airport or permits larger increments in areas farther from the airport. Separate maps may be submitted for the different airspace zones. Before submission to the land use administrator for final approval, the map must have been certified by the Federal Aviation Administration as accurately depicting the requirements of the relevant Federal Aviation Regulations, Part 77, subpart C. Upon reasonable intervals, and upon learning of a change in the airport or applicable regulations, the land use administrator may request Federal Aviation Administration review and recertification of the airport height map. [Ord. 01-05 § 8.]

Chapter 18.52

PLANNED UNIT DEVELOPMENT

Sections:

18.52.010 Intent.

A. A planned unit development (PUD) is intended to allow flexibility in the land use code and to achieve the creation of a more desirable environment than would be possible through a strict application of the land use code. An applicant does not have a right to approval of a PUD permit, but has a right only to have the planning commission give fair consideration to an application for a PUD. The planning commission has discretion to deny a PUD application if it is not convinced the proposed development is compatible with principal permitted uses, existing neighborhood development, the environment, the comprehensive plan or maintenance of compatible and efficient development patterns.

B. The planning commission shall evaluate a proposed planned unit development in accordance with the following criteria:

1. Creative use of the land, imaginative architectural design, a consolidation of usable open space and recreation areas and the preservation of natural features;

2. The mixing of compatible land uses, residential densities and housing types within the neighborhood;

3. The efficiency of the configuration of utilities, vehicular and pedestrian circulation and parking facilities;

4. Enhancement of the surrounding environment;

5. Maintenance of population densities and lot coverage that are consistent with available pub

he services and the comprehensive plan. [Ord. 01-05 § 8.]

18.52.020 Application.

A. The applicant shall complete a PUD permit application on a form provided by the planning department in which the applicant shall state and describe in narrative:

1. A legal description and street address of the parcel;

2. The names and addresses of the owners of the parcel and of the applicant;

3. A description of the proposed PUD;

4. A map or plat of the general area surrounding the parcel, with notations of the uses and structures that exist on abutting and nearby lots;

5. A detailed map or plat of the development parcel showing existing and proposed streets, lots, building locations, uses, contour lines and other relevant features;

6. Potential impacts on pedestrian and vehicular traffic circulation and safety;

7. Potential output of noise, fumes, dust, wastes and other forms of potential environmental pollution;

8. Special features and restrictions designed to minimize negative impacts and to ensure the public health, safety and welfare of the residents;

9. A complete site plan permit application for the proposed use, including fill placement quantities and contours and drainage plans;

10. If any part of the project is located in a flood hazard area or in an area where the project may adversely affect drainage or floods in a flood hazard area, the proposal shall address the relevant matters and standards covered by BMC 15.08.160 through 15.08.180;

11. The names and addresses of all persons who own property within six hundred (600) feet of the boundaries of the parcel.

B. A fee shall be included as established by resolution of the city council. [Ord. 01-05 § 8.]

18.52.030 Hearing and notification.

A. Upon receipt of a complete application for a PUD permit, the land use administrator shall set a date for public hearing before the planning commission. The public hearing shall be scheduled no sooner than twenty (20) calendar days and no later than fifty (50) calendar days from the date of acceptance of a complete application.

B. Notice of the public hearing on a proposed PUD shall be provided as set out in BMC 18.04.070.

C. The public hearing shall be conducted substantially as provided in BMC 18.60.050(A) through (C). [Ord. 01-05 § 8.]

18.52.040 General provisions.

All residential, business and industrial planned unit developments shall meet the following minimum standards. In addition, the planning commission may require compliance with such other design standards relating to the construction, design and placement of buildings, landscaping, streets, roadways, pathways, drainageways and other site design features as it may deem necessary. The commission shall develop and publish guidelines to assist developers in meeting such standards.

A. The minimum site area for a planned unit development shall be two (2) acres for PUDs located entirely in the LGU, DC or NC districts. If any portion of a proposed PUD is located within the PLI or R districts, the minimum site area shall be five (5) acres. The minimum site area for a PUD within the P district shall be one hundred (100) acres.

B. Building design and site development which involve grading for the placement of structures, parking areas, driveways and roadways shall be depicted on a site plan and shall be described in the written documents and shall specifically address drainage.

C. Major internal streets which are intended to serve a planned unit development shall be functionally connected to existing or proposed streets to provide adequate ingress and egress. The street system by which the PUD will access the core area of the city shall meet the minimum street standards issued by the city engineer.

D. A planned unit development shall be in accordance with the comprehensive plan.

E. All areas not devoted to buildings, structures, drives, walks, off-street parking facilities or other authorized installations shall be planted with visual enhancement landscaping.

E. All developments shall meet fire safety requirements established by the city fire department.

G. If any part of the development is in a flood hazard area or in a location that would affect flooding or drainage in a flood hazard area, the planning commission shall address the applicable standards and matters under BMC 15.08.160 through 15.08.180 and shall impose such requirements as necessary to ensure that flood hazards and potential flood damage will be minimized and that the development will not adversely affect flooding situations in the flood hazard area; the planning commission shall impose such requirements as appropriate to minimize or eliminate the adverse effects of the development on floods and potential flood damages, whether within or outside the development. [Ord. 01-05 § 8.]

18.52.050 Residential planned unit developments.

Planned unit developments in the R district shall be limited to residential planned unit developments. In addition to meeting the standards set forth in the general provisions for all PUDs, residential PUDs shall meet the following minimum standards:

A. The number of dwelling units per acre allowable on the gross usable area of a residential PUD shall be determined by the planning commission. However, in no event may the number of dwelling units per acre exceed four.

B. A minimum of thirty (30) percent of the site shall be reserved as usable open space. At least one half (1/2) of such usable open space shall be contiguous, and no portion of the required open space may be less than two thousand (2,000) square feet in area or less than thirty (30) feet in its smallest dimension. A minimum of twelve (12) percent and a maximum of fifty (50) percent of required open space shall consist of yards which shall be reserved for the residents of individual dwellings. In multistory buildings, balconies or decks may be used in lieu of yards; provided, that the total area of all balconies or decks and yards is not less than the total yard area that would otherwise be required.

C. Permitted uses shall be limited to residential and accessory uses, convenience establishments and personal or professional services. A residential PUD may not include the storage or use of mobile homes, freezer vans, Quonset huts or similar structures. Any nonresidential use must be specifically authorized as to its exact location, type and size. In no event shall the floor area of nonresidential uses exceed ten (10) percent of the total internal floor area of the PUD.

D. Any nonresidential use permitted in a residential PUD shall be compatible with the residential nature of the development. Parking areas which are intended to serve nonresidential uses shall be separated from those designed to serve residential areas. Unless commercial and residential uses are combined within a single structure, commercial uses shall be separated from dwelling units by a heavily landscaped buffer zone having a minimum width of thirty (30) feet.

F. Pedestrian paths shall connect residential uses and nonresidential uses within a residential PUD.

F. Buffer landscaping shall be planted along each boundary of the planned unit development adjoining a nonresidential district or a right of way designated for collector or greater capacity.

G. Any two (2) adjacent buildings within a PUD shall be separated from each other by a distance equal to one half the height of the taller building.

H. Streams shall, except for necessary bridges and crossings, be separated from streets, parking areas and structures with a landscaped buffer zone having a minimum width of fifty (50) feet.

I. Walls and ceiling floor assemblies which are common to any two (2) dwellings shall have a minimum STC acoustic rating of fifty-five (55) and a minimum fire rating of one (1) hour.

J. Each required parking space for residential uses shall be provided with an electrical outlet.

K. Any PUD which will involve the formation of a horizontal property regime under the terms of AS 34.07.030, et seq., or any mandatory homeowners' or similar association must submit for review by the commission the articles of incorporation and bylaws of any such association prior to the sale of any property subject to the association.

The planning commission may require any provisions necessary to ensure that the provisions and intent of this title are met. [Ord. 01-05 § 8.]

18.52.060 Business planned unit developments.

A business PUD may be allowed upon property in the I, GU, DC and NC districts. A PUD in any such district may include only those uses which are permitted principal uses and structures in any of the districts listed in this subsection; provided, that no use involving outdoor storage of inventory, hotel uses or wholesale uses shall be permitted where it would not otherwise be permitted in the district in which the PUD is located. In addition to meeting standards set forth in the general provisions for all PUDs, a business PUD shall meet the following minimum standards:

A. Parking lots and loading areas shall conform to BMC 18.48.150 through 18.48.240;

B. Buffer landscaping shall be planted along each boundary of a business planned unit development that adjoins a residential district;

C. A business PUD shall provide for safe and convenient pedestrian circulation;

D. Principal vehicular access points shall permit smooth traffic flow with controlled turning movements and minimize hazards to vehicular or pedestrian traffic. Access points shall be located in relation to major thoroughfares so that traffic congestion will not be created by the proposed development;

E. The maximum number of residential dwelling units per acre allowable within a business PUD shall be determined by the following schedule. If a business PUD is designed to include residential uses, the area to be devoted to such uses shall be identified on the PUD site plan, and the allowable density shall be calculated based only upon the areas indicated for residential use.

Land Use District	Dwelling Units per Acre (gross area)
I	4
GU	4
DC	4
NC	4

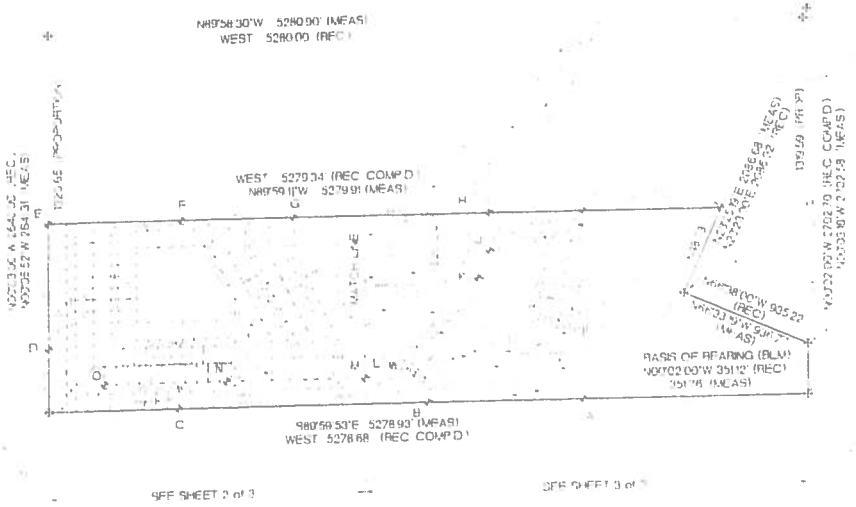
[Ord. 01-05 § 8.]

18.52.070 Industrial planned unit developments.

An industrial PUD may be allowed upon property in the I district. An industrial PUD may include only such uses as are permitted principal uses and structures in the district in which the proposed PUD is located. In addition, a residential PUD may be allowed in the I district; provided, however, that any residential uses must be situated on an area of at least ten (10) acres including dedicated streets, and screening landscaping shall be planted along each boundary of the residential planned unit development, except for vehicular and pedestrian ingress and egress points. A residential PUD which is located in the I district must conform to all of the standards required for a residential PUD in the R district. In addition to meeting standards set forth in the general provisions for all PUDs, an industrial PUD shall meet the following minimum standards:

A. Screening landscaping shall be planted along each boundary of an industrial planned unit development adjoining a residential district;

B. Principal vehicular access points shall be designed to permit smooth traffic flow with controlled turning movements and to minimize hazards to vehicular or pedestrian traffic. Access points shall be located in relation to major thoroughfares so that traffic congestion will not be created by the proposed development. [Ord. 01-05 § 8.]



SURVEY CONTROL / SHEET INDEX

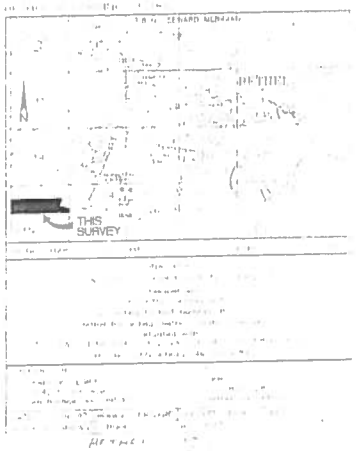
LEGEND

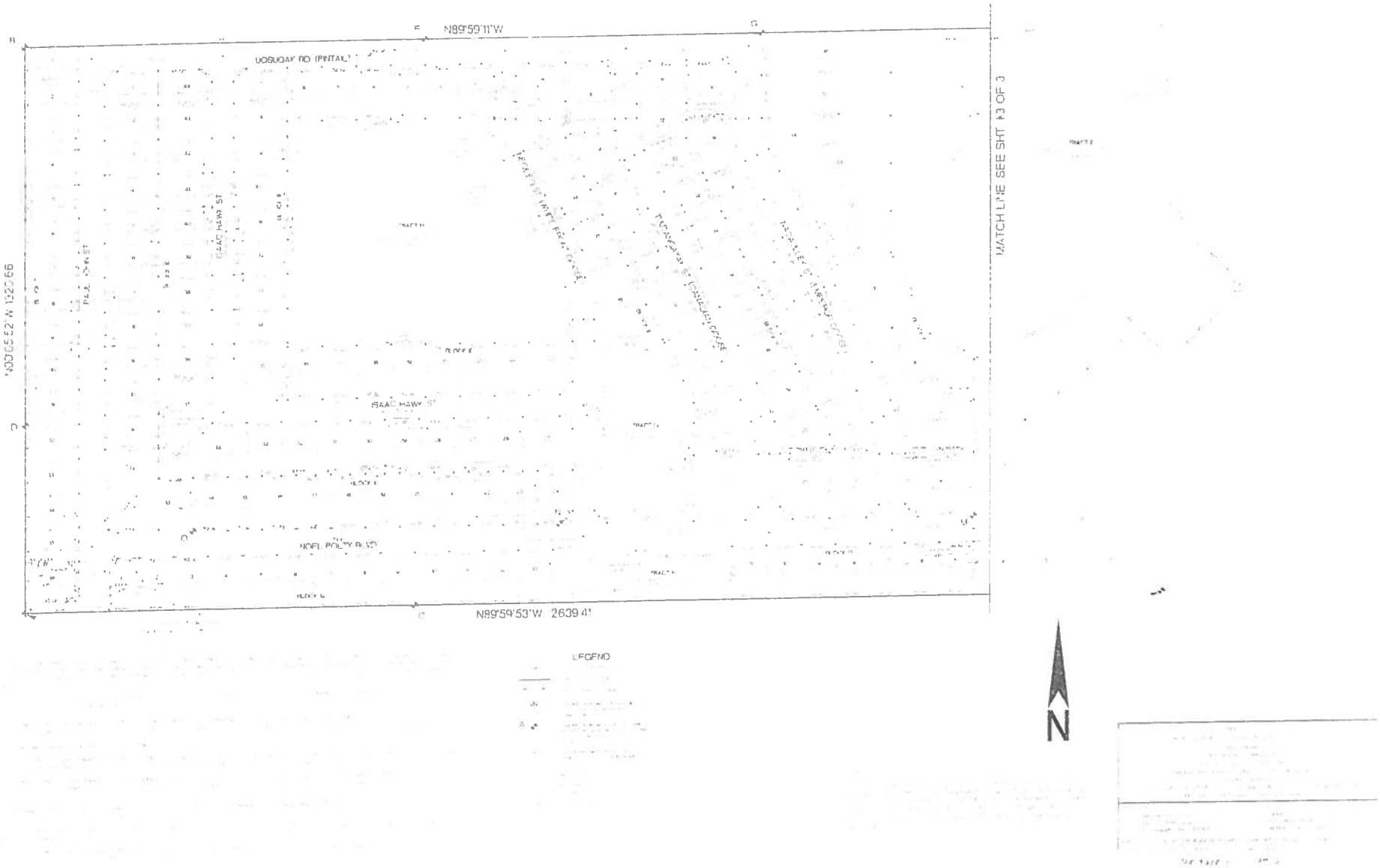
N

DETAIL

DETAILS - PRIMARY MONUMENTS SET

TYPICAL SECONDARY MONUMENT

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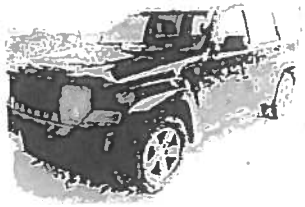

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[illegible] Apartments Available [illegible]

OR RENT [illegible]

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Employment

Help Wanted for night shift at the Bethel Subway. [illegible]

Looking for Closing Manager at Bethel Subway [illegible]

Public Notice

VFW MEMBERSHIP Freedom isn't free, and millions of Americans [illegible]

NOTICE TO MISSING BENEFICIARIES / HEIRS

[illegible]

NOTICE OF PUBLIC HEARING
ZONING APPLICATION

NOTICE IS HEREBY [illegible] Application to change the zoning [illegible] designation [illegible] Residential Flexible Development

APPLICANT: The [illegible]
SITE LOCATION: [illegible] Hasayre Subdivision
PURPOSE: To apply [illegible]
HEARING DATE: [illegible] December [illegible], 2013
TIME AND PLACE OF HEARING: [illegible] PM Court Chambers, Bethel City Hall. For more information call the Planning Department at 543-5[illegible] (0611) [illegible]

NOTICE OF PUBLIC HEARING
ZONING APPLICATION

NOTICE IS HEREBY [illegible]
APPLICANT: [illegible]
SITE LOCATION: [illegible]
PURPOSE: [illegible]
HEARING DATE: [illegible] December [illegible], 2013
TIME AND PLACE OF HEARING: [illegible] PM Court Chambers, Bethel City Hall. [illegible]

NOTICE OF PUBLIC HEARING
PRELIMINARY PLAT

[illegible]

NOTICE OF PUBLIC HEARING
PRELIMINARY PLAT

[illegible]

NOTICE OF PUBLIC HEARING
PRELIMINARY PLAT

[illegible]

NOTICE FOR LARSON ZONING IS MISSING.

CLASSIFIEDS

Firewood. 545-2877 (2)(11/27-cnx)

20 ft Wooldridge Boat for Sale: 200 Horsepower engine, 45 inboard tanks, heavy dual battery, quadraphonic sound system (radio and CD player), 2 ship to shore radios, and fish finder. All seats have storage beneath. Comes with Jet foot (NEVER used), 15 and 30 gallon external tanks. Many more features. All for $27,000—OBO. Call Jeff 545-0298 (11/27-12/11)

2008 Jeep Liberty V6, automatic, 4x4, $12,800. 545-0375. (8)(11/27-cnx)

For Rent

OUTSIDE STORAGE SPACE FOR RENT. EQUIPMENT, BOATS OR VEHICLES NEAR BOAT HARBOR. FENCED IN AREA. 543-2402. (16)(3/17-cnx)

Heated storage units for rent, secured building. $75 & $120 per month, depending on size. Inquire at AC Quick stop 543-2640 (20)(12/2-cnx)

Small Apartments available. Some utilities paid. 543-2750. (7)(9/1-22-cnx)

FOR RENT
2 BDRM DUPLEX. LIV RM HAS FIREPLACE. LG KITCHEN. FULL BATH. W/D. 600 GAL WATER TANK. MASTER BEDROOM HAS DECK. LG FRONT PORCH. AVAILABLE SEPT 1. $1500/MO. $1500 SECURITY DEPOSIT. NO UTILITIES. NO PETS. REFERENCES REQ. 543-2635. (39)(8/14-cnx)

2 bdrm apartment for Rent. 1 bathroom, washer and dryer. 1075.00 per month, tenant pays electric, water and sewer. Call Sean 1-907-441-1922. (24)(10/9-cnx)

Accepting employment applications at Bethel Subway. Please stop by Subway to submit resume to Naomi. 543-5338. (18)(9/18-cnx)

CLERK OF COURT I
ALASKA COURT SYSTEM
HOOPER BAY, ALASKA
SALARY: $4,866.00 MONTHLY
CLOSING DATE: December 11, 2013
The Alaska Court System (ACS) is recruiting for a Clerk of Court in support of the Hooper Bay District Court. The incumbent will serve as the manager of clerical operations at the Hooper Bay Court including acting as in-court clerk. Regular job duties will include:
- Trial court case management
- Counter clerk/Reception
- In-Court Clerk
- Facility Management
- Accounting/Bookkeeping

Complete recruitment information is available on Workplace Alaska http://workplace.alaska.gov. To view vacancies, go to the Job Opportunities section and select Court System. Applicants must submit a completed application through Workplace Alaska by 5:00 p.m. on **Wednesday, December 11, 2013.**
THE ALASKA COURT SYSTEM IS AN EEO EMPLOYER AND PROUDLY PROMOTES DIVERSITY (130)(12/4)

Public Notice

VFW MEMBERSHIP Freedom isn't free, and millions of Americans have paid the price for the freedom we enjoy today. Since 1899, the Veterans of Foreign Wars has served those who served America. From writing veterans legislation and then leading the fight to get it through Congress, to community projects that benefit all Americans, the VFW is an opportunity for veterans to continue to serve. Contact the VFW Robert V. Lindsey Post #10041 at 543-2241 and ask what you can do for your community. (83)(3/26-cnx)

NOTICE TO MISSING BENEFICIARIES / HEIRS
TO TELESFORO JIMENEZ-CALDAS believed to have resided in Bethel, Aniak and/or Anchorage, Alaska and the spouse of PAMELA ANN TOM JIMENEZ deceased.
TO THE CHILD/CHILDREN OF SONG HUI-CHA SAMUELSON (formerly Hu

publication. Publication Dates: Wednesday November 20, November 27, December 4, and December 11, 2013. (146)(11/20-12/11)

NOTICE OF PUBLIC HEARING – ZONING APPLICATION
NOTICE IS HEREBY GIVEN that on October 21, 2013, the City of Bethel Planning Office received a Zoning Application to change the zoning from no designation to Residential Planned Unit Development.
APPLICANT: The Planning Commission
SITE LOCATION APPLIED FOR: Kasayuli Subdivision
PURPOSE: To apply a zoning overlay for residential, commercial, open space and miscellaneous land uses.
HEARING DATE: Planning Commission hearing to be held on Thursday, December 5, 2013.
TIME AND PLACE OF HEARING: 6:30 PM, Council Chambers, Bethel City Hall.
For more information call the Planning Department at 543-5306. (96)(11/25-12/4)

PUBLIC HEARING NOTICE
On December 5, 2013 the City of Bethel Planning Commission will hear a request received in the Planning Office on October 17, 2013 by GCI, for an 80-foot telecommunications tower and utility structure to be located at 822 Ptarmigan Road, Bethel, Alaska 99559 owned by Robert Graham. Legal description: Plat #2005-32, Block 1, Lot 22. The hearing will be held at the City Council Chambers, 300 Chief Eddie Hoffman Highway at 6:30 PM. If you cannot attend the meeting, please call the Planning Department at 543-5306 if you wish to comment. (94)(12/5)

Notice of Judgment – Change of Name
A judgment has been issued by the Superior Court in Bethel, Alaska in Case #4BE-13-00352CI ordering that the minor child's name will be changed from James Lawrence Myers-Greene III to James Lawrence Greene III, effective on the effective date stated in the clerk's Certificate of Name Change. (54)(12/4)

>>>>DRAFT<<<<

City of Bethel, Alaska
Planning Commission

December 5, 2013 Special Meeting/Hearing Bethel, Alaska

I. CALL TO ORDER

A special meeting of the Planning Commission was held on December 5, 2013 at 6:30 pm in the City Hall Council Chambers, Bethel, Alaska.

Chair Guinn called the meeting to order at 6:35.

II. ROLL CALL

Compromising a quorum of the Commission, the following members were present for roll call: John Guinn, Heather Pike, Cliff Linderoth, and Abe Palacios. Excused: Joy Shantz.

Ex Officio members present were the following: Rachael Pitts, Planning Director, and Betsy Jumper, Recorder.

III. APPROVAL OF AGENDA

MOTION TO APPROVE THE AGENDA OF DEC. 5, 2013

MOVED:	Heather Pike	Motion to approve the Agenda, with changes in the order of agenda items. (Conditional Use permit application to be the first item on the agenda).
SECONDED:	Abe Palacios	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes: 4 yes and 0 opposed	

IV. MOTION TO APPROVE THE MINUTES OF THE OCT. 10, 2013 MEETING

MOVED:	Abe Palacios	Motion to approve the minutes of Oct. 13, 2013.
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes: 4 yes and 0 opposed	

V. NEW BUSINESS: A. Public Hearing: Conditional Use Permit Application from GCI for a Telecommunications Tower and Utility Structure to be located at 833 Ptarmigan Street, Bethel, Alaska 99559. Legal Description is Plat 2005-32, Block 1, Lot 22, Bethel Recording District.

The Planning Director gave an overview of the topic.

PEOPLE TO BE HEARD (5 minute limit)

-- **Frank Mazzaro**, spoke in opposition to cell tower;
--**Jenna Jarvis**, a representative of GCI, spoke in favor for the cell tower.

The Planning Commission discussed the issue.

MOTION TO APPROVE THE CONDITIONAL USE PERMIT APPLICATION FROM GCI FOR A TELECOMMUNICATIONS TOWER AND UTLITY STRUCTURE TO BE LOCATED AT 833 PTARMIGAN STERET, BETHEL, ALASKA 99559. LEGAL DESCRIPTION IS PLAT 2005-32, BLOCK 1, LOT 22, BETHEL RECORDING DISTRICT.

MOVED:	Abe Palacios	Motion to approve the Conditional Use permit application from GCI.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes: 4 yes and 0 opposed	

VI. UNFINISHED BUSINESS: A. Public Hearing: Residential Planned Unit Development Zoning for Kasayuli Subdivision, sponsored by the Planning Commission. Legal Description: Plat 98-3, Bethel Recording District.

The Planning Director gave a power point presentation on both Kasayuli and Larson subdivision planned unit developments.

MOTION TO APPROVE THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING FOR KASAYULI SUBDIVISION, SPONORED BY THE PLANNING COMMISISON. LEGAL DESCRIPTION: PLAT 98-3, BETHEL RECORDING DISTRICT.

MOVED:	Abe Palacios	Motion to approve the Residential Planned Unit overlay for Kasayuli Subdivision.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes: 4 yes and 0 opposed	

B. Public Hearing: Residential Planned Unit Development Zoning for Tsikoyak (Larson) Subdivision, sponsored by the Planning Commission. Legal Description: Plat 96-18, Bethel Recording District.

MOTION TO APPROVE THE RESIDENTIAL PLANNED UNIT DEVELOPMENT ZONING FOR TSIKOYAK (LARSON) SUBDIVISION, SPONORED BY THE PLANNING COMMISISON. LEGAL DESCRIPTION: PLAT 96-18, BETHEL RECORDING DISTRICT.

MOVED:	Heather Pike	Motion to approve the Residential Planned Unit overlay for Tsikoyak (Larson) Subdivision.
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes. 4 yes and 0 opposed	

PEOPLE TO BE HEARD (5 minute limit)

--**Walter Larson,** spoke of a request made to BIA for a lot line adjustment in the open space area, and addressed the covenants of Larson subdivision; would like for Larson to remain a residential area. Also expressed concerns about the roads in Larson.

-- **Shawn Budovic**, spoke of some concerns and issues on 602 Ptarmigan.

VII. SPECIAL ORDER OF BUSINESS: A. Election of Planning Commission Chairman

MOTION MADE TO RE-APPOINT JOHN GUINN AS CHAIRMAN OF THE PLANNING COMMISSION

MOVED:	Abe Palacios	Motion to re-appoint John Guinn as Chairman.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

B. Election of Planning Commission Vice-Chairman

MOTION MADE TO PUT THIS ITEM ON THE NEXT PLANNING COMMISISON AGENDA

MOVED:	Abe Palacios	Motion made to put the election of the Vice-chairman on the next Planning Commission meeting.
SECONDED:	Heather Pike	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes. 4 yes and 0 opposed	

VIII. **NEW BUSINESS:** A. Public Hearing: A Preliminary Plat of LOT 3A, Block 19, US Survey No. 3230 A&B, Containing 1.8 acres, Property of the City of Bethel. B. Public Hearing: A Preliminary Plat of Lots 5A and 5B, Block 8, US Survey No. 3790, Containing 0.71 acres, Property of the City of Bethel. C. Public Hearing: A Preliminary Plat of Tracts H-1 and H-2, Block 2, Turnkey III Subdivision, Containing 3.61 acres, Property of the City of Bethel.

Discussions ensued about all the above preliminary plats:

MOTION MADE TO ACCEPT A PRELIMINIARY PLAT OF LOT 3A, BLOCK 19, US SUVEY NO. 3230 A & B CONTAINING 1.8 ACRES, PROPERTY OF THE CITY OF BETHEL.

MOVED:	Abe Palacios	Motion to accept preliminary plat of lot 3A, block 19, USS 3320 A&B
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

MOTION MADE TO ACCEPT A PRELIMINARY PLAT OF LOTS 5A AND 5B, BLOCK 8, US SURVEY NO. 3790, CONTAINING 0.71 ACRES, PROPERTY OF THE CITY OF BETHEL

MOVED:	Abe Palacios	Motion to accept the preliminary plat of lots 5A and 5B of USS 3790
SECONDED:	Cliff Linderoth	
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed	

MOTION MADE TO ACCEPT A PRELIMINARY PLAT OF TRACTS H-1 AND H-2, BLOCK 2, TURNKEY III SUBDIVISION, CONTAINING 3.61 ACRES, PROPERTY OF THE CITY OF BETHEL

MOVED:	Abe Palacios	Motion to accept the preliminary plat of tracts H-1 and H-2, block 2 of Turnkey III subdivision
SECONDED:	Heather Pike	
VOTE ON MAIN	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

MOTION		

E. Regular December Planning Meeting Cancellation

MOTION TO CANCEL THE REGULAR DECEMBER PLANNING MEETING

MOVED: **SECONDED:**	Abe Palacios Heather Pike	Motion to cancel the regular December Planning Commission meeting
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed.	

IX. **PLANNER'S REPORT:** The Planning Director went over the monthly report.

X. **COMMISSION MEMBER'S COMENTS:** Heather apologized for missing last month's meeting; Bubba welcomed Heather to the Planning Commission; Cliff, no comments; John, welcomed Heather.

XI. **ADJOURNMENT**

MOTION MADE TO ADJOURN THE MEETING

MOVED: **SECONDED:**	Abe Palacios Heather Pike	Motion to adjourn the meeting.
VOTE ON MAIN MOTION	All in favor 4-0 Motion passes; 4 yes and 0 opposed	

Next meeting on January 9, 2014

John Guinn, Chairperson

ATTEST:

Betsy Jumper, Recorder

New Business

Introduced by: Council Member Sigmon
Date: January 28, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-04

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE SECTION 8.10 SMOKING POLLUTION CONTROL, VIOLATIONS AND PENALTIES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amending BMC Title 8.10.110 The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

8.10.110 Violations and Penalties.

A. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with any of its provisions.

B. It is unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.

C. Any person who violates any provision of this chapter shall be guilty of an infraction and may be issued a citation. The penalty for these infractions is: ~~punishable by:~~

1. A fine ~~not exceeding~~ of fifty dollars ($50) for a first (1st) violation.
2. A fine ~~not exceeding~~ of one hundred dollars ($100) for a second (2nd) violation of this chapter within one (1) year.
3. A Fine ~~not exceeding~~ of three hundred dollars ($300) for each subsequent violation of this chapter within one (1) year.

D. ~~Notwithstanding any other provision of this chapter, the city or a private citizen may bring a civil action to enforce this chapter and may recover a civil penalty not exceeding three hundred dollars ($300) for each violation. Each day upon which a continuing violation occurs is a separate violation. Upon the request of the party bringing the~~

Introduced by: Council Member Sigmon
Date: January 28, 2014
Public Hearing:
Action:
Vote:

~~action and proof by a preponderance of the evidence that a violation of this chapter has occurred, is occurring or is threatened to occur, the court shall issue an injunction against the violation or threatened violation.~~ In accordance with AS 29.25.070(a) citations for these offenses may be disposed of as provided in AS 12.25.195-.230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

SECTION 5. Effective Date. This section shall become effective January 31, 2014.

ENACTED THIS _____ DAY OF _____ 2014, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City Attorney Explanations for Modifications for Ordinance 14-04.

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING SECTION 8.10 SMOKING POLUTTION CONTROL (Violation and Penalties)

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. **Amending BMC Title 8.10.110** The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

8.10.110 Violations and Penalties.
A. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this chapter to fail to comply with any of its provisions.
B. It is unlawful for any person to smoke in any area where smoking is prohibited by the provisions of this chapter.
C. Any person who violates any provision of this chapter shall be guilty of an infraction and may be issued a citation. The penalty for these infractions is: ~~punishable by:~~
1. A fine ~~not exceeding~~ of fifty dollars ($50) for a first (1st) violation.
2. A fine ~~not exceeding~~ of one hundred dollars ($100) for a second (2nd) violation of this chapter within one (1) year.
3. A Fine ~~not exceeding~~ of three hundred dollars ($300) for each subsequent violation of this chapter within one (1) year.
D. ~~Notwithstanding any other provision of this chapter, the city or a private citizen may bring a civil action to enforce this chapter and may recover a civil penalty not exceeding three hundred dollars ($300) for each violation. Each day upon which a continuing violation occurs is a separate violation. Upon the request of the party bringing the action and proof by a preponderance of the evidence that a violation of this chapter has occurred, is occurring or is threatened to occur, the court shall issue an injunction against the violation or threatened violation.~~ In accordance with AS 29.25.070(a) citations for these offenses may be disposed of as provided in AS 12.25.195-.230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

Comment [p1]: Not exceeding makes it a mandatory court appearance and leaves the discretion as to how much to fine up to the Judge or Magistrate rather than the City. Giving a flat amount makes it an optional court appearance (a person can just pay and not have to go to court).

Comment [p2]: This statutes grants municipalities the right to establish fines not to exceed $1000 for violation of ordinances

SECTION 5. Effective Date. This section shall become effective January 31, 2014.

ENACTED THIS _____ DAY OF _____ 2014, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

_____
Joseph A. Klejka , Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: Council Member Sigmon
Date: January 28, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-05

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE SECTION 6.04 LICENSING AND IMPOUNDMENT, PENALTIES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amending BMC Title 6.04.090 The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

6.04.090 Penalties.
A. A person who fails to comply with any portion of this chapter ~~the provisions of this chapter may be issued a citation for ordinance violation by the animal control officer.~~ is guilty of an infraction and may be issued a citation. ~~The citation shall impose a penalty of fifty dollars ($50) for the first (1st) violation, one hundred dollars ($100) for the second (2nd) violation, and two hundred dollars ($200) for each succeeding violation within ninety (90) days.~~ The penalty for these infractions is:

(1) A fine of fifty ($50) dollars for the first (1st) violation;

(2) A fine of One Hundred ($100) dollars for the second (2nd) violation; or

(3) A fine of Two Hundred ($200) Dollars for a third (3rd) or subsequent violation

B. In accordance with AS 29.25.070(a) citations for these offenses may be disposed of as provided in AS 12.25.195-.230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

Introduced by: Council Member Sigmon
Date: January 28, 2014
Public Hearing:
Action:
Vote:

~~B~~ C. Each working day that an animal is kept in violation of a citation issued under this chapter shall constitute a separate violation.

~~C~~D. The city may seek injunctive relief to enforce compliance with this chapter.

~~D~~E. It is a violation of this chapter for any person or persons to open a vehicle being used to transport dogs or other animals to the city dog pound or the doors of the city dog pound with the intent of allowing impounded dogs or other animals to escape. Such person or persons upon conviction shall be ~~subject to the penalty established in Chapter 1.08 BMC~~ guilty of an infraction and may be issued a citation. The penalty for a violation of this section is a fine of no more than Five Hundred ($500) dollars and may be disposed of as per paragraph B above.

SECTION 5. Effective Date. This section shall become effective January 31, 2014.

ENACTED THIS _____ DAY OF _____ 2014, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City Attorney Explanations for Modifications for Ordinance 14-05.

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE SECTION 6.04 LICENSING AND IMPOUNDMENT, PENALTIES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. **Amending BMC Title 6.04.090** The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

6.04.090 Penalties.

A. A person who fails to comply with any portion of this chapter ~~the provisions of this chapter may be issued a citation for ordinance violation by the animal control officer.~~ is guilty of an infraction and may be issued a citation. ~~The citation shall impose a penalty of fifty dollars ($50) for the first (1st) violation, one hundred dollars ($100) for the second (2nd) violation, and two hundred dollars ($200) for each succeeding violation within ninety (90) days.~~ The penalty for these infractions is:

(1) A fine of fifty ($50) dollars for the first (1st) violation;

(2) A fine of One Hundred ($100) dollars for the second (2nd) violation; or

(3) A fine of Two Hundred ($200) Dollars for a third (3rd) or subsequent violation

B. In accordance with AS 29.25.070(a) citations for these offenses may be disposed of as provided in AS 12.25.195-.230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

~~B~~ C. Each working day that an animal is kept in violation of a citation issued under this chapter shall constitute a separate violation.

Comment [p1]: Separating each offense makes citations easier and entry into the court docket easier. A first offense would be charged as BMC 6.04.090(A)(1), a 2nd as (A)(2), etc. telling all what the appropriate fine is.

Comment [p2]: Mandatory language under rules of court if we are to have these processed at the courthouse. It allows individuals to dispose of the citations by simply paying them but also allows the individual to request a trial. Prohibits the issuance of warrants if they fail to appear for trial.

Comment [p3]: This statutes grants municipalities the right to establish fines not to exceed $1000 for violation of ordinances

~~C~~D. The city may seek injunctive relief to enforce compliance with this chapter.

~~D~~E. It is a violation of this chapter for any person or persons to open a vehicle being used to transport dogs or other animals to the city dog pound or the doors of the city dog pound with the intent of allowing impounded dogs or other animals to escape. Such person or persons upon conviction shall be ~~subject to the penalty established in Chapter 1.08 BMC~~ guilty of an infraction and may be issued a citation. The penalty for a violation of this section is a fine of no more than Five Hundred ($500) dollars and may be disposed of as per paragraph B above.

Comment [p4]: Section 1.08 needs serious re-write which will be lengthy. It was simpler to take that fee amount and bring it into this chapter to keep it all together.

SECTION 5. Effective Date. This section shall become effective January 31, 2014 .

ENACTED THIS _____ DAY OF _____ 2014, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

_____
Joseph A. Klejka , Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: Council Member Sigmon
Date: January 28, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-06

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING BETHEL MUNICIPAL CODE SECTION 5.20 GENERAL PROVISIONS, PENALTIES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. Amending BMC Title 5.20.120 The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

5.20.120 Penalties and Remedies

A. A person who violates a provision of Chapters 5.20 through 5.50 BMC or a regulation promulgated thereunder ~~shall be subject to a civil penalty of~~ is guilty of an infraction and may be issued a citation. The penalty for these infractions is:

1. One hundred fifty dollars ($150) for the first (1st) violation;
2. Two hundred dollars for the second (2nd) violation;
3. Two hundred fifty dollars for the third (3rd) violation;
4. Three hundred dollars for the fourth (4th) and each subsequent violation;

~~5. Three hundred dollars for each subsequent violation;~~
~~or injunctive relief to restrain the person from continuing the violation or threat of violation, or both such civil penalty and injunctive relief. Upon application for injunctive relief and a finding that a person is violating or threatening to violate a provision of Chapters 5.20 through 5.50 BMC or a regulation promulgated thereunder, the Superior Court shall grant injunctive relief to restrain the violation.~~

B. Each day during which a violation described in this section occurs shall constitute a separate offense.

C. ~~Penalties shall be paid within thirty (30) days of service of the citation or within ten (10) days after any appeal is denied. Failure to pay penalties within the established times will result in immediate suspension of a license or permit as well as repossession~~

~~of the license or permit by the transportation inspector until such time as the penalty has been paid.~~ In accordance with AS 29.25.070(a) citations for these offenses may be disposed of as provided in AS 12.25.195 - .230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

D. In addition to the penalties provided for in subsection A of this section, a person who violates a provision of Chapters 5.20 through 5.50 BMC or any regulation promulgated thereunder may also be subject to the following:

1. Second (2nd) Violation. Suspension of the violator's license or permit for fifteen (15) days or less;
2. Third (3rd) Violation. Suspension of the violator's license or permit for no more than thirty (30) days or no less than fifteen (15) days;
3. Fourth (4th) or Subsequent Violation. Revocation of license or permit.

E. The City may seek injunctive relief to enforce compliance with this chapter.

SECTION 5. Effective Date. This section shall become effective January 31, 2014.

ENACTED THIS _____ DAY OF _____ 2014, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City Attorney Explanations for Modifications for Ordinance 14-06.

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING SECTION 5.20 GENERAL PROVISIONS, PENALTIES

THEREFORE BE IT ORDAINED by the City Council of Bethel, Alaska, that the Bethel Municipal Code shall be amended and revised as follows:

SECTION 1. Classification. This ordinance is of a permanent nature and shall become a part of the Bethel Municipal Code.

SECTION 2. **Amending BMC Title 5.20.120** The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

5.20.120 Penalties and Remedies
A. A person who violates a provision of Chapters 5.20 through 5.50 BMC or a regulation promulgated thereunder ~~shall be subject to a civil penalty of~~ is guilty of an infraction and may be issued a citation. The penalty for these infractions is:
1. One hundred fifty dollars ($150) for the first (1st) violation;
2. Two hundred dollars for the second (2nd) violation;
3. Two hundred fifty dollars for the third (3rd) violation;
4. Three hundred dollars for the fourth (4th) and each subsequent violation;
~~5. Three hundred dollars for each subsequent violation~~;
~~or injunctive relief to restrain the person from continuing the violation or threat of violation, or both such civil penalty and injunctive relief. Upon application for injunctive relief and a finding that a person is violating or threatening to violate a provision of Chapters 5.20 through 5.50 BMC or a regulation promulgated thereunder, the Superior Court shall grant injunctive relief to restrain the violation.~~
B. Each day during which a violation described in this section occurs shall constitute a separate offense.
C. ~~Penalties shall be paid within thirty (30) days of service of the citation or within ten (10) days after any appeal is denied. Failure to pay penalties within the established times will result in immediate suspension of a license or permit as well as repossession of the license or permit by the transportation inspector until such time as the penalty has been paid.~~ In accordance with AS 29.25.070(a) citations for these offenses may be disposed of as provided in AS 12.25.195 - .230 without a court appearance upon payment of the fine amounts plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed above.

Comment [p1]: A civil penalty requires a full blown lawsuit in court and can take months to resolve. An infraction is a ticket that can be resolved in a few weeks and does not require lawyers. It appears from the low fine amounts tickets were envisioned here with the ability to take it further if necessary.

D. In addition to the penalties provided for in subsection A of this section, a person who violates a provision of Chapters 5.20 through 5.50 BMC or any regulation promulgated thereunder may also be subject to the following:
1. Second (2nd) Violation. Suspension of the violator's license or permit for fifteen (15) days or less;
2. Third (3rd) Violation. Suspension of the violator's license or permit for no more than thirty (30) days or no less than fifteen (15) days;
3. Fourth (4th) or Subsequent Violation. Revocation of license or permit.
E. The City may seek injunctive relief to enforce compliance with this chapter.

Comment [p2]: Was above but moved it to another location for clarity and flow.

SECTION 5. Effective Date. This section shall become effective January 31, 2014.

ENACTED THIS _____ DAY OF _____ 2014, BY A VOTE OF ___IN FAVOR AND ___OPPOSED.

_____
Joseph A. Klejka , Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: City Manager Foley
Introduction Date: January 28, 2014
Public Hearing:

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #13-12(b) AMENDED

An Ordinance of the Bethel City Council Amending the Adopted Annual FY 2014 Budget

Be it Enacted by the Bethel City Council that the FY 2014 Annual Budget be amended as follows:

Section 1. That the following sums of money as may be needed or deemed necessary to provide for increased expenses and liabilities of the City of Bethel are hereby appropriated for the corporate purposes and objects of the City hereinafter specified for Fiscal Year 2014, July 1, 2013 to June 30, 2014.

Section 2. The following is a summary of the changes by fund and department:

LEASED PROPERTIES ENTERPRISE FUND (53)

Budget Modification 14-2(A)
Changes to Leased Properties - Courthouse Expenditures

	Increases	
5355693	Courthouse Interior Upgrades	22,000
	Total Increases	**22,000**
	Decreases	
5355621	Electricity	(11,000)
5355623	Heating Fuel	(11,000)
	Total Decreases	**(22,000)**
TOTAL	**Net Change to Leased Properties - Courthouse Expenditures**	**0**

	LEASED PROPERTIES FUND REVENUES	
	Total Increases	0
	Total Decreases	0
	Cumulative Change to Leased Properties Fund Revenues	**0**

	LEASED PROPERTIES FUND APPROPRIATIONS	
	Total Increases	22,000
	Total Decreases	(22,000)
	Cumulative Change to Leased Properties Fund Appropriations	**0**

	TOTAL CHANGE TO LEASED PROPERTIES FUND BALANCE	
	Change to Leased Properties Fund Revenues	0
	Change to Leased Properties Fund Appropriations	0
	Cumulative Increase/Decrease to Leased Properties Fund Balance	**0**

TOTAL CHANGE TO OVERALL CITY BUDGET

	Change to Revenues Increase/(Decrease)	***0***
	Change to Appropriations Increase/(Decrease)	***0***
	These changes *INCREASE*↑ the overall expenditures/expenses of the City by	**0**

Section 3. Effective Date. This ordinance becomes effective immediately upon adoption.

PASSED AND APPROVED THIS __ DAY OF _____ 2014 BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

_____
Joseph A. Klejka, Mayor

_____
Lori Strickler, City Clerk

CITY OF BETHEL

Finance Director's Office
P.O. Box 1388
Bethel, Alaska 99559
Ph. (907) 543-1376
Fax (907) 543-5294

Memorandum

To: Bethel City Council

Cc: Lee Foley, City Manager

From: Tonya Hendrix, Acting Finance Director

Date: January 17, 2014

Re: Justifications for Budget Modification Request

Listed below is an explanation for the budget modification requested in Ordinance #13-12(b)

The enclosed Ordinance 13-12(b), if passed will authorize a modification of the FY 2014 Budget for the City of Bethel to transfer budgeted amounts within line items to cover necessary expenditures which have arisen during the fiscal year. This transfer is needed to cover the expense of upgrading the carpeting in the Courthouse which is leased to the state.

The funds will be transferred from the Leased Properties Enterprise Funds Electric and Heating Fuel accounts which currently show an excess in budget funds and can cover these costs.

Please let me know if you have any questions.

City of Bethel Action Memorandum

Action memorandum No.	14-09		
Date action introduced:	1-28-2014	Introduced by:	Mayor Klejka
Date action taken:		▒ Approved	▒ Denied
Confirmed by:			

SUBJECT/ACTION: *Approve Mayor appointment of Clarence Daniel to the Parks and Recreation Committee*

Route to:	Department/Individual:	Initials:	Remarks:
X	Parks and Recreation Director		

Attachment(s): Application.

Amount of fiscal impact		Account information:
X	No fiscal impact	
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

Action memorandum 14-09 is sponsored by the Mayor at the request of the City Clerk.

Clarence Daniel has requested appointment to the Parks and Recreation Committee. If appointed, he would be appointed to a term of three years with a term expiration of December 31, 2016.

Office of the City Clerk
City of Bethel
300 State Highway
Bethel, AK 99559-1388
Phone: (907)-543-1384
Fax: (907)-543-3817

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

Committee(s)/Commission(s) of interest:

- ___ Energy Committee
- X Parks and Recreation Committee
- ___ Finance Committee
- ___ Public Works Committee
- ___ Port Commission
- ___ Public Safety and Transportation Commission
- ___ Planning Commission

All Planning Commissioners are required to provide an Alaska Public Offices Commission (APOC) Statement to the City Clerk's Office within 30 days of appointment. Commissioners must continue to provide an updated APOC statement to the clerk's office by the 15th of March annually.

NAME: Clarence Daniel

MAILING ADDRESS: PO Box 2541

RESIDENCE ADDRESS: 1022 Naunraq Street

HOME PHONE: 543 4225 **WORK PHONE:** 543 7451

CELL PHONE: 545 2314 **E-MAIL:** daniel@avcp.org

OCCUPATION: Transportation Director **EMPLOYER:** AVCP

1. Do you (or an immediate family member) currently own or operate a business in the City of Bethel? If so please provide the name and the type of business.

   No

Return completed application to the Office of the City Clerk.

2. Are you (or an immediate family member) a member of a board of directors, officer of, or hold a management position with, an organization that has financial dealings of one thousand dollars or more in value with the city of Bethel? If so please provide the name and the type of business.

Yes Clarence Daniel on LKSD Board
Director position (employed) with AVCP
Member on the Alaska Seminary Board

3. Do you currently have a direct or indirect financial of business interest with the City of Bethel, to include contracting, leaseholder, employee? If so please provide the name and the type of business.

Employed with AVCP

4. Are you a resident of the City of Bethel? X Yes __ No If so, for how long? 15 years ?

5. Does your schedule permit you to regularly attend required meetings: X Yes __ No

I understand that this is a voluntary, appointed position to be confirmed by the Bethel City Council. I further understand that this application is public information and the merits of my appointment may be discussed at a public forum. In addition, my name may be published in a newspaper or other media outlet.

I have read Chapter 2.05 of the Bethel Municipal Code regarding Responsibilities of city council members, municipal officers, appointed officials and employees-conflict of interest. I agree to comply with the code and understand that my tenure as a commission/committee member requires such compliance.

I certify that the information in this application is true and accurate.

Signature of Applicant: [signature] Date: 1/9/14

FOR OFFICE USE ONLY

Date Received: 1-9-2014

Date of Council Approval: Action Memorandum Number:

Date Applicant Notified:

Term Expiration:

Registered voter of the City __Yes ✓ No

Return completed application to the Office of the City Clerk.

City of Bethel Action Memorandum

Action memorandum No.	14-10		
Date action introduced:	January 28, 2014	Introduced by:	Lee M. Foley
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Direct the City Manager to enter into a contract between the City of Bethel and DOWL HKM so that DOWL HKM can provide project management services for the Bethel Small Boat Harbor Bank Stabilization Project.

Route to Department/Individual	Initials	Remarks
Administration/Lee M. Foley		City of Bethel issued a Request for Proposals to hire a firm that would provide comprehensive, independent project management services associated with completion of the Bethel Small Boat Harbor Bank Stabilization Project. The City received and evaluated four proposals and selected the one that best met the City's needs.

Attachment(s):
1. Proposed contract between City of Bethel and DOWL HKM for the provision of project management services associated with completion of the Bethel Small Boat Harbor Bank Stabilization Project.

Amount of fiscal impact	Description	Account information
$194,258.90	Source of funding: FY 2012 State of Alaska Designated Legislative Grant in the amount of $4,000,000.	New Casselle Account Number set up by Finance Department.

Summary statement
The City of Bethel is hiring a company to provide project management services for the construction of the Bethel Small Boat Harbor Bank Stabilization Project. A qualified Project Manager will be on-site during construction of the project for an estimated five months over the life of the project (two years). Project management services are needed to assist the City in preparing and hiring a contractor, ensuring the contractor orders the correct type of rock, and completes the project according to the design and specifications produced by the U.S. Army Corps of Engineers.

CITY OF BETHEL
PROJECT MANAGEMENT CONTRACT
BETHEL SMALL BOAT HARBOR BANK STABILIZATION PROJECT

This Agreement has important legal consequences. Consultation with an attorney and an insurance consultant is encouraged with respect to its completion or modification.

ARTICLE 1 AGREEMENT

This Agreement is made and becomes effective on the latest date of the two signatures that appear at the end of this contract, by and between the

OWNER
City of Bethel
P.O. Box 1388
300 State Highway
Bethel, Alaska 99559

and the

OWNER'S REPRESENTATIVE
DOWL HKM
4041 B Street
Anchorage, Alaska 99503

for project management services in connection with the Bank Stabilization Project at the Bethel Small Boat Harbor.

Notice to the Parties shall be given at the above addresses.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

2.1 The Owner and the Owner's Representative agree to proceed on the basis of mutual trust, good faith and fair dealing and shall endeavor to promote harmony and cooperation among all Project participants.

2.2 The Owner's Representative represents that it is, whether a person or entity, an independent contractor and that in its performance of its Services it shall act as an independent contractor.

2.3 DEFINITIONS

2.3.1 The Contractor is a person or entity retained by the Owner to perform construction work in connection with the Project.

2.3.2 The term Day shall mean calendar day, unless otherwise specifically defined.

2.3.3 Final Completion occurs on the date when a Contractor's obligations under its agreement with the Owner are complete and accepted by the Owner and final payment becomes due and payable.

2.3.4 A Material Supplier is a person or entity retained by a Contractor to provide material and/or equipment for the Work.

2.3.5 The Owner is defined as the City of Bethel, Alaska whose mailing address is PO Box 1388, Bethel AK 99559.

2.3.6 The Owner's Program is an initial description of the Owner's objectives that shall include budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.3.7 The Owner's Representative is DOWL HKM whose address is 4041 B Street, Anchorage, Alaska 99503

2.3.8 A Subcontractor is a person or entity retained by a Contractor as an independent contractor to provide the labor, materials, equipment and/or services necessary to complete a specific portion of the Work. All subcontractors are licensed to do business in the State of Alaska.

2.3.9 Substantial Completion of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Contractor's control. This date shall be confirmed by a Certificate of Substantial Completion signed by the Owner and Contractor.

2.3.10 . Work

2.3.10.1 Changed Work means work that is different from the original scope of Work; or work that changes the Contract Price or Contract Time.

2.3.10.2 Defective Work is any portion of the Work that is not in conformance with the Contract Documents.

2.3.11 Worksite means the geographical area at the location of the Project where the Work is to be performed.

ARTICLE 3 OWNER'S REPRESENTATIVE'S SERVICES

3.1 The Owner's Representative shall serve as Owner's authorized representative on the Project and at the Worksite and shall be fully acquainted with the Project. The Owner's Representative shall not have the authority to bind the Owner without the Owner's prior approval in all Project matters requiring the Owner's approval, authorization or written notice.

3.2 The standard of care for Services performed under this Agreement shall be the care and skill ordinarily used by owner's representatives, or project administrators, practicing under similar conditions at the same time and locality.

3 3 The Owner's Representative's Services may be provided in one or more phases as outlined below Portions of each phase may commence before the previous phase is completed, in which case both phases may proceed concurrently. The Phases of the Owner's Representative's Services shall include:

3.3.1 PROJECT INITIATION PHASE The Project Initiation Phase includes the development of the Owner's overall schedule and budget.

3.3.2 PROJECT DESIGN PHASE The Project Design Phase is a part of the construction phase and includes Services during the development of the Project design and specifications through the preparation of construction documents for the Project, as further detailed in section 3.6.

3.3.3 PROJECT CONSTRUCTION PHASE The Project Construction Phase commences upon the issuance of a written notice to proceed to the Owner's Contractor(s) to proceed with the construction of the Project, and includes Services as further detailed in Section 3.7.

3.3.4 PROJECT CLOSE-OUT PHASE The Project Close-Out Phase commences when the Project, or a designated portion, achieves Substantial Completion, and continues through Final Completion, and includes Services as further detailed in section 3.8.

3.4 OWNER'S REPRESENTATIVE'S GENERAL RESPONSIBILITIES

The Owner's Representative shall:

3.4.1 Serve as the contact for all communications between the Owner and its Contractor(s) and consultant(s) including requests for information from or for actions by the Owner;

3.4.2 Maintain a copy of all Project documents and contract documents, including change orders and interim directed changes, for each of Owner's Contractor(s) on the Project, as well as meeting minutes, shop drawings, submittals, drawings and specifications, product data and applications for payment.

3.4.3 Perform on-site observations of the progress and quality of the Project so as to be able to report to the Owner on the progress and quality of the Work being performed and the services provided by all Project participants;

3.4.4 Attend Project meetings and report to the Owner on the proceedings.

3.5 PROJECT INITIATION PHASE SERVICES During the Project Initiation Phase, the Owner's Representative shall provide the following Services:

3.5.1 Review with the Owner the Project goals, objectives, constraints and relationships.

3.5.2 Assist the Owner in refining and clarifying the Owner's Program.

3.5.3 Prepare cost estimates and/or review cost estimates prepared by others, provide a recommendation regarding such to the Owner and act upon any directive received from the Owner concerning such cost estimates.

3.5.4 Prepare preliminary Project schedule and/or review the preliminary Project schedule prepared by others, provide a recommendation regarding such to the Owner and act upon any directive received from the Owner concerning such preliminary Project schedule.

3.5.5 Assist the Owner in the selection of the Contractor and other consultants retained by the Owner and the agreements to be used between the Parties.

3.5.6 Review with the Contractor its understanding of the Owner's Program and other relevant data, assist the Contractor in determining the requirements of its services under the Owner-Contractor agreement and report to the Owner any outstanding issues.

3.5.7 Assist the Owner with filing required documents with governmental authorities having jurisdiction over the Project, including necessary permits.

3.5.8 Review Project quality level guidelines.

3.5.9 Review Project management information systems and reporting procedures, attend meetings and monitor the compliance and completion of assigned responsibilities.

3.5.10 The Owner's Representative shall provide the following other Services during the Project Initiation Phase:

- Prepare Project Charter that codifies the City of Bethel's project goals, the overall project schedule, the overall budget, the delivery team's roles and responsibilities, and establishes lines of communication.
- Provide summary level monthly project reports.
- Prepare and execute Quality Assurance program for the remainder of the design process.

3.6 PROJECT DESIGN PHASE SERVICES During the Project Design Phase, the Owner's Representative shall provide the following Services:

Project Delivery System & Document Review

3.6.1 Assist the Owner in the selection of the type(s) of project delivery system(s) to be used for the Project including any phasing requirements and separate bid packages.

3.6.2 Receive and review the Design Professional's schematic design, design development and construction documents, provide recommendations to the Owner and act upon any directive received from the Owner concerning these documents, including communicating Owner's approval to the Contractor. Monitor quality during the design process.

3.6.3 Review errors or omissions discovered in the drawings and specifications, review such with the Contractor and provide recommendations to the Owner and act upon any directive received from the Owner.

3.6.4 Review recommendations concerning constructability issues, material availability or value engineering, review with the Contractor and provide recommendations to the Owner and act upon any directive received from the Owner.

3.6.5 Review the general and/or supplementary conditions for the Project, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval. Provide draft RFP language for the Owner's review and approval that contains essential construction contract elements and assists in promoting the use of local materials, local services and local hire.

3.6.6 Assist the City with content for a project website for the community that would contain news, updates, project information, and communicate events and activies associated with the project.

Budget and Schedule

3.6.7 Prepare updated budget and schedule and/or review any updated budget and schedule prepared by others upon the completion of design development and construction documents, provide recommendations to the Owner and act upon any directive received from the Owner concerning such updated budget and schedule, including communicating Owner's approval to the ~~Contractor and others~~.

3.6.8 Prepare budgets for changes including alternate costs and/or review budgets for changes including alternate costs prepared by others, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval.

3.6.9 Prepare schedule for procurement of long-lead time items and/or review schedule(s) for procurement of long-lead time items prepared by others which will constitute part of the Work as required to meet the Schedule of the Work provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval.

Bidding and Award

3.6.10 Assist the Owner in the development of contracting strategies and prequalification criteria and the selection process for contracting with the Contractor(s), Subcontractors and Material Suppliers.

3.6.11 Receive from the Contractor(s) a list of possible Subcontractors and Material Suppliers from whom proposals may be requested for each principal portion of the Work, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval of or objection to a specific Subcontractor.

3.6.12 Work with the Owner and/or others to obtain bids or negotiate proposals from Contractor(s), lead pre-bid or pre-award meetings and review, score, and perform team member evaluation of proposals, including proposed subcontractors and material suppliers, provide recommendations to the Owner and act upon any directive received from the Owner.

3.6.13 Receive and review Contractor's(s') proposed superintendent(s) and project manager, provide a recommendation to the Owner and act upon any directive received from the Owner.

3.6.14 Work with the Owner and others to make necessary modifications to construction documents, provide recommendations to the Owner and act upon any directive received from the Owner.

3.6.15 Review Contractor's(s') compliance with insurance, licenses, and bonding requirements.

3.6.16 Consult with the Contractor(s) regarding equal employment opportunity, affirmative action and local hire contract elements.

3.6.17 Assist the Owner in the preparation and award of the Owner and Contractor's(s') agreement(s).

3.6.18 Review Project management information systems and reporting procedures.

3.6.19 The Owner's Representative shall provide the following other Services during the Project Design Phase:

Prepare a Quality Assurance program for construction, closely coordinating with the Contractor and the Authorities having Jurisdiction.

3.7 PROJECT CONSTRUCTION PHASE SERVICES During the Project Construction Phase, the Owner's Representative shall provide the following Services:

Commencement and Progress of the Work

3.7.1 Issue written notices to the Contractor(s) to proceed with the Work.

3.7.2 Review the Contractor's(s') schedule of values to determine its accuracy and sufficiency.

3.7.3 Work with Contractor(s) to coordinate work performed by the Owner with the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures, monitor and review progress, and prepare weekly progress reports for Owner.

3.7.4 Maintain record of Contractor(s) submittals, including shop drawings, product data and samples, assist Owner with reviews when necessary, provide recommendations to the Owner, and act upon any directive received from the Owner.

3.7.5 Review and monitor the Schedule of the Work.

3.7.6 Assist Owner with review of Contractor's(s') notice of delays in the progress of the Work and Contractor's(s') delay claims, provide recommendations to Owner and act upon any directive received from the Owner.

Defective Work, Correction and Testing

3.7.7 Receive and review all notices of defects in the Work, provide recommendations to the Owner and act upon any directive received from the Owner.

3.7.8 Advise Contractor(s) of Defective Work to be corrected.

3.7.9 Advise and provide a recommendation to the Owner regarding Work that may need to be uncovered for inspection, and act upon any directive received from the Owner including directing Contractor(s) to uncover Work for inspection.

3.7.10 Assist Owner by providing recommendations regarding needed testing or inspection procedures for the Work, provide recommendations to the Owner and act upon any directive received from the Owner including communicating Owner's approval to the Contractor.

Changes and Claims

3.7.11 Assist Owner with review of Contractor's(s') request for changes in the Work or claims related to the Project.

3.7.12 Work with the Owner to review and process Contractor's(s') requests for changes in the Work or claims related to the Project, advise the Owner of the recommendations, provide recommendations to the Owner and act upon any directive received from the Owner, including communicating Owner's approval to the Contractor's.

Hazardous Materials

3.7.13 Receive and review Contractor's(s') reports of hazardous material discovered at the Worksite, provide a recommendation to the Owner regarding such and act upon any directive received from the Owner.

3.7.14 Assist Owner in retaining an independent testing laboratory to determine the nature of suspected hazardous materials encountered at the Worksite.

Payment

3.7.~~15 Receive and review applications for payment and forward same to Owner with a~~ recommendation for action, including amount due, adjustments to the payment application and any basis for withholding payment, within seven days of receipt.

3.7.16 Receive and retain all Contractor's(s') partial lien and claim waivers for each progress payment as required in the Contractor's(s') agreement with the Owner.

3.7.17 Notify Owner and responsible Contractor(s) of liens filed against the Project and ensure that Contractor(s) cause the removal of any liens as required by their agreement with the Owner.

Substantial Completion

3.7.18 Organize and lead inspections to determine whether Substantial Completion has been achieved by Contractor(s) and assist in preparation of list of items to be completed or corrected in order to achieve Final Completion.

3.7.19 Receive and review Contractor's(s') proposed certificate of Substantial Completion, provide recommendation to Owner and act upon any directive received from the Owner including communicating Owner's approval.

Miscellaneous

3.7.20 The Owner's Representative shall provide the following other Services during the Project Construction Phase:

- Focus on the goal of minimizing operating costs once the facility is constructed by reviewing plans, specifications, design, and observing work of Contractor; make recommendations to Owner on ways to reduce operating costs.
- Document work completed by Contractor through notes, photos, and some video-recordings.
- Prepare and submit weekly reports to the Owner, including photos and drawings for clarity when needed.
- Review material substitution recommendations made by Contractor and assist City in approval of substitutions.
- Ensure all entities involved in construction project comply with grantor, state, federal and local requirements.
- Examine all work of Contractor to ensure that construction is done according to architectural and engineering drawings, plans, and specifications.
- Attend weekly progress meetings in City Manager's Office during construction, tentatively set for Friday mornings at 10:00 am.
- Review, comment, and provide recommendations on the Contractor's program for start-up, testing, and balancing of mechanical and electrical systems; monitor results and include results in progress report.
- Prepare punch lists and lists of non-conforming work. Resolve outstanding work items with applicable contractors/subcontractors; activate all product warranties.
- Review, comment, and provide recommendations on the Contractor's detailed written procedures and manuals for facility operations training; coordinate the handing over of new systems and facilities to the City's property maintenance personnel or other entity, if appropriate.
- Perform financial management services appropriate for project manager, including approving and tracking expenditures, recording disbursements, record keeping, and data verification in reports.
- Prepare and submit all reporting documents during the lifetime of contract; reports to be reviewed by City Grant Manager, Finance Director, and City Manager prior to submission.

3.8 PROJECT CLOSE-OUT PHASE SERVICES During the Project Close-Out Phase, the Owner's Representative shall provide the following Services:

3.8.1 Receive and review all documentation required of Owner's Contractor(s) in order to achieve Final Completion and receive final payment.

3.8.2 Participate in any dispute resolution proceedings instituted by the Contractor(s) or consultants.

3.9 The Owner's Representative shall not exceed the authority granted to it pursuant to this Agreement.

3.10 The Owner's Representative shall not be responsible for, nor liable to the Owner for, any damages arising out of, the failure of other persons providing services, work or goods to the Owner to carry out the performance of their contracts with the Owner.

3.11 The Owner's Representative makes no warranties relating to schedules or completion dates, budgets, the cost of the Work or the Project, the Work performed by Contractor(s), or any other warranties, express or implied that are not expressly set forth herein. The Owner's Representative shall have no liability for any errors or omissions in the construction documents or any defects in the Services attributable to the Owner's Representative's use of and/or good faith reliance upon the construction documents or any other information furnished by or on behalf of Owner.

3.12 CONFIDENTIALITY The Owner's Representative shall treat as confidential and not disclose to third persons, except the Contractor(s), Subcontractors, and Material Suppliers as is necessary for the performance of the Work, or use for its own benefit, any of the Owner's confidential information, know how, discoveries, production methods and the like that may be disclosed to the Owner's Representative or which the Owner's Representative may acquire in connection with the Work.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 Any information or services to be provided by the Owner shall be provided in a timely manner so as not to delay the Owner's Representative in the performance of its Services under this Agreement.

4.2 The Owner's Representative's contact with the Owner shall be: Pete Williams, Port Director for the City of Bethel.

ARTICLE 5 TIME AND COMPENSATION

5.1 Except as otherwise provided herein, the Owner's Representative shall provide the Services required by this Agreement from the date of this Agreement until completion of the Project and no later than December 31, 2015. Should the completion of the Project be delayed through no fault of the Owner's Representative, the Owner's Representative's compensation shall be equitably adjusted.

5.2 The Owner's Representative shall be compensated on the following basis:

The stipulated sum for all labor costs associated with project management services shall be $194,258.90 (One Hundred Ninety-Four Thousand Two Hundred Fifty-Eight Dollars and ninety cents). Labor will be invoiced monthly. Costs are based on an assumed 20-week construction duration and 40-hour work weeks. Extended work weeks and duration by the Contractor in the field may require an adjustment in compensation.

5.3 Intentionally left blank

5.4 Reimbursable expenses – N/A.

5.5 Adjustments in the Owner's Representative's Compensation shall be made as follows: For additional services outside the scope of this agreement. The following rates will be used:

Description	Hourly Rate
Sr. Project Manager	$ 180.00
Project Manager	$105.00
On Site Construction Manager	$100.00

5.6 The Owner shall pay the amount otherwise due on any payment application, no later than thirty (30) Days after the Owner's Representative has submitted a complete and accurate payment application.

5.7 PAYMENT DELAY If for any reason not the fault of the Owner's Representative, the Owner's Representative does not receive payment from the Owner within fourteen (14) Days after the time such payment is due, then the Owner's Representative, upon giving fourteen (14) Days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop providing services until payment of the full amount owing to the Owner's Representative has been received.

ARTICLE 6 INDEMNIFICATION AND INSURANCE

6.1 To the fullest extent permitted by law, the Owner's Representative shall indemnify and hold the Owner, the Owner's officers, directors, members, consultants, agents and employees harmless from all claims for bodily injury and property damage that may arise from the Owner's Representative's services, but only to the extent of the negligent acts or omissions of the Owner's Representative.

6.2 To the fullest extent permitted by law, the Owner shall indemnify and hold the Owner's Representative, the Owner's Representative's officers, directors, members, consultants, agents and employees harmless from all claims for bodily injury and property damage that may arise from the Owner's services, but only to the extent of the negligent acts or omissions of the Owner.

6.3 All contracts let by or on behalf of the Owner in connection with the Project shall contain a provision providing that the Owner and the other Party to the agreement agree to indemnify and hold the Owner's Representative harmless from all claims for bodily injury and property damage (other than to the Work itself) to the extent of the negligence attributed to such acts or omissions by the Owner or the other Party to the agreement or anyone employed directly or indirectly by them or by anyone for whose acts they may be liable. In addition, all such agreements shall contain a provision requiring the other Party to include the Owner and the Owner's Representative as additional insureds on their Commercial General Liability insurance policies for the Project.

6.4 The Owner's primary liability coverage shall name the Owner's Representative as an additional insured under the policy. The Owner shall provide the Owner's Representative with proof of the insurance coverage as required.

Owner's Representative shall maintain the following insurance coverage, as verified by filing a copy of the insurance binder with the City of Bethel:

Contractor's General Liability
- a. General Aggregate: $2,000,000
- b. Products – Completed Operations Aggregate: $2,000,000
- c. Personal Injury (per person/Organization)
- d. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
- e. Excess or Umbrella Liability
  - (1) General Aggregate: $4,000,000
  - (2) Each Occurrence: $4,000,000

2. Automobile Liability
   - a. Combined single limit: $1,000,000
3. Contractual Liability
   - a. Bodily Injury
     - (1) Each accident: $1,000,000
     - (2) Annual aggregate: $2,000,000
   - b. Property Damage
     - (1) Each accident: $1,000,000
     - (2) Annual Aggregate: $2,000,000

Written notice shall be provided to Owner within twenty-four (24) hours of any change in coverage.

ARTICLE 7 TERMINATION

7.1 Upon written notice to the Owner's Representative, the Owner may, without cause, suspend and/or terminate this Agreement. The Owner's Representative shall immediately cease providing Services under this Agreement. If the Owner terminates this Agreement pursuant to this section, the Owner's Representative shall be paid for all Services provided together with any reimbursable expenses incurred until the date of termination.

7.2 Upon thirty (30) Days' written notice either Party may terminate this Agreement should the other Party breach this Agreement through no fault of the Party initiating the termination.

ARTICLE 8 DISPUTE RESOLUTION

8.1 INITIAL DISPUTE RESOLUTION If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions.

8.2 MEDIATION If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

8.3 OTHER DISPUTE PROCESSES If neither direct discussions nor mediation successfully resolve the dispute, the Parties agree that the following shall be used to resolve the dispute.

> Arbitration - Arbitration shall be pursuant to the Construction Industry Rules of the American Arbitration Association unless the Parties mutually agree otherwise. A written demand for arbitration by either Party shall be filed with the American Arbitration Association and the other Party to the Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. The arbitration award shall be final. This agreement to arbitrate shall be governed by the Federal Arbitration Act and judgment upon the award may be confirmed in any court having jurisdiction.

8.4 PROGRESS OF THE PROJECT The Parties shall not permit any dispute resolution process to affect or threaten the progress and completion of the Project.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 ASSIGNMENT Neither the Owner nor the Owner's Representative shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Owner's Representative or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Owner's Representative than this Agreement. In the event of such assignment, the Owner's Representative shall execute any consent reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Agreement. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

9.2 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

9.3 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

9.4 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance or any other term, covenant, condition or right.

9.5 TITLES AND GROUPINGS The titles given to the articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose. The grouping of the articles in this Agreement is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of sections or the use of headings be construed to limit or alter the meaning of any provisions.

9.6 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

9.7 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

OWNER: CITY OF BETHEL

BY: _____

PRINT NAME: Lee Foley PRINT TITLE: City Manager

OWNER'S REPRESENTATIVE: DOWL HKM

BY: Stephen Schwicht

PRINT NAME: Stephen Schwicht, P.E., PMP PRINT TITLE: Senior Project Manager

City of Bethel Action Memorandum

Action memorandum No.	14-11		
Date action introduced:	January 28, 2014	Introduced by:	Lee M. Foley
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Direct the City Manager to enter into a contract between the City of Bethel and CH2MHill so that CH2MHill can revise and update the Bethel the Institutional Corridor Water System Feasibility Study previously prepared by Larsen Consulting Group, Inc.

Route to Department/Individual	Initials	Remarks
Administration/Lee M. Foley		The City of Bethel issued a Request for Proposals to hire a consulting firm to revise and update the Bethel Institutional Corridor Water System Feasibility Study. The City received and evaluated four proposals and selected the one that best met the City's needs.

Attachment(s):

1. Proposed contract between the City of Bethel and CH2MHill so that CH2MHill can revise and update the Bethel Institutional Corridor Water System Feasibility Study.

Amount of fiscal impact	Description	Account information
$7,000,000	Source of funding: FY 2014 State of Alaska Designated Legislative Grant.	New Casselle Account Number set up by Finance Department.

Summary statement

The City of Bethel is hiring a company to revise and update the Bethel Institutional Corridor Water System Feasibility Study. Once the feasibility study is done on April 14, 2014, the City plans to issue a Request for Proposals to hire a contractor to design and construct the piped water project.

CITY OF BETHEL CONSULTING AND PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made at Bethel, Alaska, by and between the City of Bethel ("City"), a municipal corporation, and CH2M Hill ("Consultant") for the purpose of providing a revised and updated Institutional Corridor Water System Feasibility Study as outlined in the Request for Proposals published on December 3, 2013 and the accepted proposal submitted by Consultant. **WHEREAS**, City does not have sufficient personnel to perform the services required herein thereby necessitating this Contract for consulting and professional services.

NOW, THEREFORE, the Parties covenant and agree, for good consideration hereby acknowledged, to the following provisions:

SECTION 1: CONSULTANT SERVICES

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Scope of Work in the Request for Proposals and proposal submitted by Consultant. Consultant shall provide the services at the time, place and in the manner specified in proposal or negotiated by written addenda.

SECTION 2: COMPENSATION AND REIMBURSEMENT OF COSTS

A. City shall pay Consultant for services rendered pursuant to this Contract, at the times and in the manner set forth herein in a total amount not to exceed Fifty-Three Thousand ($53,000) Dollars. This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract.

B. Consultant shall submit monthly invoices to City for work completed by the date of the invoice. All invoices shall be itemized to reflect the employees performing the requested tasks, the billing rate for each employee and the hours worked.

C. All correct, complete and undisputed invoices sent by Consultant to City shall be paid by the City within 30 days.

D. Consultant shall submit invoices on a monthly basis setting out in detail all items being billed, differentiating between supplies, equipment, labor, etc.

E. Invoices shall be sent to the City of Bethel, Attn: Finance Director, PO Box 1388, Bethel, Alaska 99559. Payment shall only be made after acceptance by City and shall be due thirty (30) days after receipt of the invoice by the City. If the City disputes any portion of the invoice, payment shall not be due until thirty (30) days after the dispute is resolved.

SECTION 3. SCHEDULE OF THE WORK.

The Consultant shall prepare and submit a Schedule of Work for the City's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and

completion dates of the various stages of the Work, including the dates when information and approvals are required from the City.

SECTION 4: TERM AND TERMINATION

A. Consultant shall commence work on or about January 29, 2014 and complete said work no later than April 14, 2014. Time is of the essence.

B. If Consultant fails to perform its duties to the satisfaction of City, or if consultant fails to fulfill in a timely and professional manner its obligations under this Contract, then City shall provide Consultant with written notice of non-compliance. If the non-compliance is not corrected within five (5) days of written notice, Consultant shall be deemed to be in default of this Contract and the Contract may be terminated by the City.

C. If Consultant is in default or breaches this Contract for any reason whatsoever, City may take any reasonable action, including but not necessarily limited to, procuring the updated Institutional Corridor Study from another source, or seeking any other remedy available to it in law or in equity. All costs, including attorney fees and costs, incurred by City in seeking any remedy available to it as a result of Consultant's default or breach, shall be borne by Consultant. Consultant shall also be liable to City for any damages available to City in law or equity as a result of Consultant's default or breach.

D. In the event that City terminates the Contract, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.

E. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, no later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.

F. In no event shall the termination of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 5: MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant, provide labor and safety equipment as required by Consultant for such access.

B. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.

C. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of City is to insure that services are rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to state and federal governments which would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose relating to Consultant's compensation. Consultant shall not be eligible for coverage under City's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other City benefit. No party shall be the agent of, or have a right or power to bind, the other Party without its express written consent.

D. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.

E. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or subcontracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and subcontractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and subcontractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as City shall determine to be necessary.

F. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting

for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.

H. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the Consultant's profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.

I. Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by City to Consultant that is used by Consultant in providing its services under this Contract. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product that includes proprietary information shall not identify City; nor shall the manner of such use have the effect of identifying City.

J. All completed reports and other data or documents, or computer media including CDs, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant.

K. Consultant, including its employees, agents, and sub-consultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of laws and regulations relating to conflicts of interest.

L. The waiver by City of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition hereof. The subsequent acceptance of draft reports by City shall not be deemed to be a waiver of any preceding breach by Consultant of any term, covenant or condition of this Contract, regardless of City's knowledge of such preceding breach at the time of acceptance of such materials. No covenant, term or condition of this Contract shall be deemed to have been waived by City, unless such waiver is in writing signed by City.

SECTION 6: INSURANCE

A. **Insurance:** Consultant shall, throughout the term of this Contract and at its sole expense, secure, maintain, and provide to City evidence of insurance coverage which

complies with the provisions of this section. No insurance shall be canceled or altered without at least thirty (30) days prior written notice to City. All required policies of insurance shall be in a form and with companies satisfactory to City. City shall not, by reason of its inclusion under such coverage, incur liability to the insurance carrier for payment of premiums for any insurance required hereunder. All insurance shall be primary insurance over any other valid and collectible insurance available to City. Consultant shall furnish City with properly executed certificates of insurance and certified copies of endorsements that cover the entire term of this Contract.

B. Comprehensive (Commercial) General Liability Insurance. Consultant shall maintain general liability insurance in limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage per occurrence annual aggregates which will include operations, broad form property damages, and personal injury endorsements, listing City as additionally insured.

C. Comprehensive Automobile Liability Insurance: is not required because Consultant is an Independent Contractor having no employees in any sense as defined by AS 23.30.045.

D. Worker's Compensation Insurance: is not required because the Consultant is an Independent Contractor having no employees in any sense as defined by AS 23.30.045.

E. Coverage shall state that the insurance of Consultant shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

F. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days' prior written notice have been given to City.

G. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

H. Consultant shall designate the City of Bethel as a Certificate Holder of the insurance. Consultant shall furnish City with certificates of insurance and original endorsements effecting the coverage required by this clause. Certificates and endorsements shall be furnished to: Bill Arnold, Acting Public Works Director, City of Bethel, P.O. Box 1388, Bethel, Alaska 99559. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved prior to the commencement of contracted services. The City may withhold payments to Consultant if adequate

certificates of insurance and endorsements required have not been provided, or not been provided in a timely manner.

I. The requirements as to the types and limits of insurance coverage to be maintained by Consultant as required by Section 5 of this Contract, and any approval of said insurance by City, are not intended to and will not in any manner limit the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, without limitation, provisions concerning indemnification.

J. If any policy of insurance required by this Section is a "claims made" policy, Consultant shall keep said insurance in effect for a period of twenty-four (24) months after the termination of this Contract.

K. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Consultant shall immediately notify the City Manager by telephone at (907) 543-1373 or cell phone at 907-545-1373. No later than three (3) calendar days after the event, Consultant shall submit a written report to the City Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Consultant's insurance company; and 4) a detailed description of the damage and whether any City personnel or property was involved.

SECTION 7: INDEMNIFICATION AND HOLD HARMLESS

A. Consultant shall defend, indemnify and hold harmless City, its elected officials, officers, employees, agents and volunteers, and each and every one of them, from any claims damages, losses and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of Consultant, Consultant's employees, affiliated corporations, and/or subcontractors in connection with this contract. The City agrees to indemnify Consultant from any claims damages, losses and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of City, City's employees or other contractors in connection with this contract.

B. Consultant shall also defend, indemnify and hold harmless City for any adverse determination made by the Internal Revenue Service or any State of Alaska taxing or regulatory agency and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless City with respect to Consultant's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments or any other legally mandated payment.

C. The obligation to defend, indemnify and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.

D. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use of non-authorized modification of any reports, data, documents, drawings, specifications, or other work product prepared by Consultant, except use by the City of those items prepared by Consultant for the Project and used by the City for their intended purpose as originally prepared.

SECTION 8: CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES

A. This Contract shall be deemed to have been entered into in Bethel, Alaska. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by Alaska law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Bethel Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys fees.

B. This document, the proposal selected for contract, and the Request for Proposals comprise the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.

C. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

D. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

E. Each Party hereto declares and represents that in entering into this Contract, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or

representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter shall not apply.

F. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

SECTION 9: SURVIVAL

The provisions set forth in Sections 5 and 6 of this Contract shall survive termination of the Contract.

SECTION 10: COMPLIANCE WITH LAWS - NONDISCRIMINATION

A. Consultant shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 11: REPRESENTATIVES

A. City's representative for this Contract is Bill Arnold, Interim Public Works Director, telephone number (907) 543-5024, fax number (907) 543-5023. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.

B. Consultant's representative for this Contract is Thomas S. Wolf, telephone number (907) 762-1500 fax number (907) 762-1600. All of City's questions pertaining to this Contract shall be referred to the above-named person.

C. The representatives set forth herein shall have authority to give all notices required herein. Amendments to this Contract shall be executed as required by the Bethel Municipal Code and the granting agencies.

SECTION 12: NOTICES

A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10) and delivered by facsimile, email, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:
Lee Foley, City Manager
City of Bethel
P.O. Box 1388
Bethel, Alaska 99559
Fax: (907) 543-1394

To Consultant:
Thomas S. Wolf
CH2M Hill
949 East 36th Avenue
Suite 500
Anchorage, Alaska 99508
Fax: (907) 762-1600

B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

C. Notice shall be deemed effective upon: 1) delivery in person or 2) forty-eight (48) hours after an email or fax has been sent.

SECTION 13: AUTHORITY TO CONTRACT

Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories

has been fully authorized by all requisite actions on the part of the respective parties to this Contract.

SECTION 14: DATE OF CONTRACT

The effective date of this Contract shall be the latest date it is signed.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the days and year set forth below:

CITY OF BETHEL,
A Municipal Corporation

_____ **Dated:** _____, **2014**

By: Lee M. Foley
City Manager

CONSULTANT

_____

By: _____ **Dated:** _____, **2014**

Title: _____

Tax ID No.: _____

Attachments:
Exhibit A: Request for Proposals
Exhibit B: Consultant's Proposal Submitted and Selected for Award

Mayor's Report

ONC
ORUTSARARMIUT NATIVE COUNCIL

PUBLIC NOTICE
REGULAR MEETING OF THE
BETHEL PUBLIC TRANSIT COMMITTEE
Date: January 16, 2014
Where: Bethel Transit Bus Barn
(Old National Guard Armory Maintenance Shop)

AGENDA

MEMBERS

Glen Watson
Committee Chair

Eric Pavil
Committee Member

Robert Lekander
Committee Member

Arvin Dull
Committee Member

Willie Keppel
Committee Member

Rick Robb
Committee Member

John Sargent
Committee Member

Jesse Hunter
Committee Member

Ex-Officio Members
Bill Ferguson
Transit Manger

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD

IV. APPROVAL OF AGENDA

V. Election of Officers, Chair and Vice Chair

VI. APPROVAL OF MINUTES FROM THE November 21, 2013 REGULAR MEETING

VII. BETHEL TRANSIT MANAGER REPORT

VIII. OLD BUSINESS
A. Status of Replacement bus

IX. NEW BUSINESS
A.
B.

X. Discussion:
A. Passenger Destinations/Originations Frequency
B. Short fall on FY 15 Grant / Elimination of the Red Line

XI. Action Items
A. FY 15 Grant Application
B.

XII. COMMITTEE MEMBER'S COMMENTS

XIII. ADJOURNMENT

Posted January 10, 2014; AC, AC Quick Stop, Swanson's, City Hall, City Shop, Post Office, YK Admin Bldg., ONC, Bill Ferguson, Transit Manager

Manager's Report

CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-1373
Fax: 907-543-1394

January 21, 2014

From: Lee M. Foley, City Manager

To: Bethel City Council

-

Info: Lori Strickler, City Clerk

Subj: City Manager's Report

Listed below are some of the action items and activities that I've been working on, and involved in, for the period January 7 - 21, 2014.

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

Projects:

- **YK Aquatic Center** - Regular weekly teleconference meetings between the Project Management Team and City Administration are held each Friday at 9:00 a.m. The following items are germane:
  1. No accidents, or incidents, to date. The interior door frame installation is underway as is the floor heat installation for the exercise area and the Electrical Room main distribution panel.
  2. Documents pertaining to the wind turbine have been submitted to the FAA by the contractor.
  3. The Request for Proposals for a Facility Operator will be published on January 30. A pre-proposal conference, most likely a teleconference, is anticipated to be held on February 11. The RFP will be advertised in the Anchorage Daily News and on the Association of Aquatic Professionals website among other venues.
  4. Due to my appointment to the Kuimarvik Board by the Council, I must recuse myself as the City's point of contact for the operations RFP process due to a conflict of interest. I plan to designate Chief Larry Elarton in my stead.

5. The six (6) day pool test is ongoing and is being coordinated by ProDev's Mike Nevenzel with Bill Arnold and the contractor. ProDev's SME (Subject Matter Expert) for all things aquatic, Cory Willis, will observe the test on-site.

- **Small Boat Harbor Launch Ramps** – The replacement of the South Launch Ramp was completed satisfactorily and work has now begun on the North Launch Ramp.

- **Industrial Corridor** – I briefed Council on January 14, 2014 on the process leading to the selection of CH2MHill to conduct the Feasibility Study for this project. In your packets for this meeting is an Action Memorandum (AM) with the proposed contract, prepared and reviewed by the City Attorney, for Council's review, consideration, and approval.

- **Bethel Harbor Bank Stabilization** – This is the $4,000,000.00 project approved through a State-wide bond. An RFP was issued and four (4) companies responded, i.e. DOWL, HKM, PND Engineers, Inc., Michael L. Foster & Associates, and Meridian. DOWL, HKM was selected (100 points). Numbers 2-4 were PND Engineers (78 points), Michael L. Foster & Associates (55 points), and Meridian (44 points). In your packets for this meeting is an Action Memorandum (AM) with the proposed contract, prepared and reviewed by the City Attorney, for Council's review, consideration, and approval.

- **Tundra Ridge Road** – Plans are underway for a tentative meeting to be held in Bethel sometime in February with BIA, DOT, Bethel, and Polk family members. I will continue to keep Council apprised of any further developments.

Miscellaneous:

- **Fleet Numbering System** – Council directed that a numbering system be created for the City's light vehicles (excluding police patrol vehicles and fire emergency vehicles that are already numbered). The City already has two (2) systems in place. One is the uniqueness of the license plates and the other is that numbers are already affixed to the rear of the vehicles. The Administration had departments check all their vehicles and where numbers were missing, or faded, renew the numbering. This process is ongoing.

- **FY 2015 Budget** – The internal process that will culminate in a balanced draft budget being presented to Council on April 1, 2014, is ongoing and proceeding smoothly. However, due to the projected loss in revenue of $1.8M due to no PILT funding and the tax-exempt status of AVEC, significant cuts in all areas including personnel are anticipated.

- **Water Metering** – The Administration has been examining the electronic meter reading concept that AVEC uses for its utility customers to determine if similar meters with an electronic system might be employed for water usage. To that end, Bill Arnold

will be discussing the particulars with Elster, the company used by AVEC. I've coordinated communication efforts between all concerned as we move forward in gathering information.

Thank you.

Management Team Reports

MEMORANDUM

DATE: 01/01/2014
TO: Lee Foley, City Manager
FROM: Bill Arnold, Public Works Director
SUBJECT: Manager's Report

Programs/Divisions

Public Works Director:

Utility Maintenance:
This month we had a few sewer freeze ups in ASHA. We also responded to at least five after hour callouts in City Sub and two commercial callouts. We continue to monitor our liftstations on a daily schedule. Our water plants continue to operate daily to supply our piped and hauled water systems. Thanks to hauled sewer for your services when needed.

Hauled Utilities: : for Dec 2013, this department has pumped approximately 2,802,000 gallons of water, 2,220,000 gallons of sewage, and hauled approximately 300 tons of garbage.
The sudden cold snap has wreaked havoc with the trucks, as well as the water fills and overflow pipes at many residences, causing the drivers to have to do many call backs, added to the holiday route schedule and the movement of the routing system from paper to computer, has caused several problematic days this month.
Thanks again goes out to the road maintenance and recycle center drivers for the helping hands when we were down drivers.

Property Maintenance:
We have been busy keeping up with the winter maintenance of our buildings. Checking heat, replacing lighting, clearing snow and sanding walk ways. We have had no major issues to deal with other than normal problems with occupied buildings such as plugged toilets, frozen locks and assisting other departments with some of their projects. Thank you.

Road Maintenance:
Streets and Road now has the second road sander on the road. With this second road sander, we can now use two sanders the same time when needed, and also we have a back up when one breaks down.

Streets and Roads used the Cat 324 excavator out at the city sand pit to losing up some sand, so that we could keep on hauling to the land fill. The sand piles at the city sand pit are frozen about two feet, a little too thick to dig with the loader. We also used the Cat 324 excavator to crush some of the car on the left side of the land fill and stack them 3 cars high, and also we been burying the big pile of old tires on the dike in the land fill. This has open up a large space on the left side of the land fill.

Streets and Roads, on the 30th of December, we cut a hole through the ice in H-Marker Lake, and the ice measure 24 inches. With 2 feet of ice on the lake, this is what we been looking for to use the grader with the sheared blades to scar far it, so the ices will be smooth for the vehicles to drive on.

Vehicles and Equipment:

We have been very busy lately trying to keep up with the broken water and sewer trucks. With the Holidays being in full swing we have had a hard time getting truck parts shipped out here, through the airlines, which is out of our control. A few of the water truck breakdowns have been very disastrous in terms of not having parts available in the state, which in turn makes for long wait times to receive the parts and get the trucks repaired back in a timely manner. What little extra time V&E has had away from the repair of the trucks has been spent working on the assembly and installation of our new big truck lift. This lift will be a long awaited relief to help out with some of the smaller repairs on our fleet. It will also cut down on some of the down time that happens with some of the smaller jobs and servicing of the bigger fleet vehicles.

Transit System:

The ridership has increased the past several months however it's still not at the level I had hoped for. For the first three weeks of December, 2013, the Bethel Transit System transported a total of 2013 passengers; 45 of those riders had a disability and 232 were elders and 1736 were adults and youth. The revenue for this time was $1720 (fares), $362 pre-paid tickets, and $206 in monthly passes. Keeping the buses clean inside and out has been a challenge with the cool wet weather. The buses get covered with "frozen" mud and it's been too cold to wash them outside. With just a garden hose it's hard to wash them inside. We ordered a pressure washer and it finally came. Unfortunately its 220 volt and we'll need to have an electrician wire it in.

The age of the buses, 100,000 miles+, and the rough roads has a toll on keeping the buses running. The shop crew no sooner gets one repaired and another is down. We have the approval to order a new bus to replace Bus #436 (6 years old and 117,000+ miles) and we will need to start working on getting approval to order

another one to replace Bus #437 (6 years old and 107,00+ miles.
John Sargent, City Grant Manger, is starting to work on the FY 15 FTA Grant 5311. We'll need to work closely with the Bethel City Council and ONC to get the grant completed by the deadline, January 31, 2014. With funds being tight we will be trying to maintain the same level of funding as FY14.

Landfill / Recycle Center:
The recycle center is processing cardboard nearly every day and is full steam ahead. In one month the recycle center takes in 52 bales of cardboard from the two stores. These 52 need to be torn down and remade into 14 commercial bales a month. Larry Epperly does other things to help out like running the dumpster truck on Saturdays. And he gets Tundra Center workers to clean up around dumpsters.

The Landfill intake of construction debris has slowed down with the cold weather as of late and the holidays, but will pick up after the first. Gary McElwee from the road crew has continued to help the landfill by stacking cars and putting tires into the dike. The road crew has continued to haul cover material which we are great full for.

Staffing Issues/Concerns/Training:

Budget/Financial:
See each Department.

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

To: City Council
From: Lori Strickler
Subject: Clerk's Report

Upcoming Council Events:
February 6, 2014 Joint Task Force Meeting at ONC Council Chambers
February 11, 2014 Regular City Council Meeting

Records Retention –
Laserfiche
The Laserfiche database has been set up. Each department is able to now convert adobe files to Laserfiche files.

The City Clerk attended an electronic management training and will be sharing procedures with other Laserfiche users as well as working one on one with the users to insure the system is set up and used correctly.

Document Restoration
As with previous years, the City Clerk's Office has sent another group of Ordinance books to Browns River for document restoration. Following the binding of these documents, all Ordinances through 2012 will be bound and prepared for permanent retention.
Next year the City Clerk's Office will begin restoring Resolutions, from oldest to new.

The City Clerk's Office is discussing with other clerk's the benefits and drawbacks of sending permanent records to the State archivists. More information will be provided to the Council prior to any action being taken.

Miscellaneous
Committee/Commission
The City Clerk's Office has received applications for reappointment from some of the member's whose terms will expire in December. When received, the applications are provided to the Mayor for approval then placed on the Council's agenda for final appointment.

As with previous years, the City Clerk's Office will hold the committee and commission training in February and March of 2014.

Annual recorder training has been arranged for February 10th.

Arranged travel for the Mayor, Vice-Mayor and AML Representative to attend the February AML Conference in Juneau. During their stay, each representative will have the opportunity to meet with various people to help promote the City's priorities for the Governor's Capital Budget.

The City Clerk's Office is conducting a site survey for the State of Alaska Division of Election on a potential location for an alternate precinct for Precinct #1. The potential location is the LKSD District Office. Once completed, the Survey will be sent to the Division of Elections for further review.

Executive Session

NEGOTIATED AGREEMENT
Between
City of Bethel, Alaska
And
Lee M. Foley

THIS AGREEMENT, by and between the City of Bethel, Alaska, a municipal corporation ("Employer"), and LEE M. FOLEY ("Employee") hereby agree and understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Employee as City Manager of the City of Bethel, Alaska ("City"), as provided by Section AS 29.20.500 of the Alaska Statutes; and

WHEREAS, it is the desire of the Council ("Council") of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to secure and retain the services of Employee by and through the terms of this Agreement; and

WHEREAS, Employee desires to accept employment as City Manager pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and Employee agree as follows:

Section 1. POWERS AND DUTIES

Employer hereby agrees to employ LEE M. FOLEY as City Manager of the City to perform the functions, powers and duties specified in Section AS 29.20.500 of the Alaska Statutes, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. TERM

A. Employee shall serve at the pleasure of the Council and is an at-will employee of the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time with or without cause, subject only to the provisions set forth in Section 5, paragraph A of this Agreement. The City shall comply with the City's insurance policy endorsement regarding any termination.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of City Manager, subject only to those provisions set forth in Section 5, paragraph B, of this Agreement.

C. Employee shall reside within the City Limits of Bethel.

Section 3. DURATION

This Agreement shall become effective when signed and executed and shall continue for a term of two years. The term of the Agreement may be extended only upon the mutual written agreement of both parties. If either of the two parties desire to extend Employee's employment beyond the termination date, they must notify the other party in writing of their proposal no later than three (3) months prior to the Agreement's termination.

Section 4. SALARY

For the first twelve (12) months of employment under the terms of the Agreement, Employee shall be paid a base salary of $102.295, payable in installments at the same time as other employees of the Employer. Employee's base salary shall be increased 2.5% annually on December 17.

Section 5. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the majority vote of the Council before the duration of this Agreement has expired, the Employee will be provided a lump sum payment by payroll check equal to three (3) months aggregate salary.

B. In the event Employee voluntarily resigns his position with Employer before the duration of this Agreement has expired, the Employee will assist the Employer in identifying a qualified replacement and will aid in the orderly transition of the duties and powers of the position. For purposes of this Agreement, sufficient time will be a minimum of sixty (60) calendar days, unless both parties agree in writing to a lesser time span.

Section 6. EMPLOYEE EVALUATION

A. Purpose
Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee, and include information that identifies self-improvement and positive manifestations of management and leadership.

B. Evaluation Completion Date

The Employee shall be provided a performance evaluation six (6) months following the execution of this Agreement and thereafter an annual performance review on or about June of each year during the term of this Agreement.

C. Evaluation Instrument

1. The evaluation document used by the Council shall be consistently used throughout the term of this Agreement. Factors to be considered by the Council in this process shall include leadership and management skills, administrative applications and techniques, and interpersonal relationships with Council members, City employees, general public and other business professionals.

2. The Council representative (i.e., the Mayor) will provide the Employee with a copy of the Council approved evaluation instrument within thirty (30) days prior to the start of the employee evaluation process. The Council representative (i.e., the Mayor) will further discuss the evaluation procedure with the Employee as necessary.

3. Before the Mayor provides the Employee with the evaluation instrument referred to in subparagraph C.1 above, the Council and the Employee shall meet to review the evaluation instrument, and identify recommended improvements to it and to the evaluation process.

D. Methodology

1. The Council's evaluation of the Employee will be in writing in accordance with Section 6.C above. The Employee may request one (1) additional written evaluation of his performance.

2. The Council will solicit input from the Employee that will be considered for inclusion in the Employee's evaluation.

3. Acknowledgement of content signed by both the Mayor and the Employee shall be included on each evaluation placed in the Employee's personnel file. The Employee shall be informed that he has the right to review each written evaluation prior to filling such document in his personnel file with the opportunity to comment in writing. The request to comment on his evaluation may not be used against him.

4. Any written complaint (or a copy thereof) made against the Employee by a City employee, Council member, or other person(s) which may be used in evaluating the Employee shall be provided to the Employee with the opportunity to respond in writing to the complaint.

5. Unless mutually agreed otherwise by both the Employer and Employee, no portion of a written evaluation may be made public except as allowed, or required, by law.

Section 7. HOURS/DAYS OF WORK

Employee's position is an executive position requiring the exercise of independent judgment on the part of the Employee and requiring periods of extended work that exceed the normal office hours, work day and work week established by the Employer. The Employee will be available during regular business hours. Employee will be expected to work whatever hours are needed based upon the demands of the job. Employee forever waives any claim for overtime compensation of compensatory time compensation based on hours worked by Employee in excess of eight (8) hours per day or forty (40) hours per week. Any time in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 8. OUTSIDE EMPLOYMENT

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment of business pursuits other than those authorized by Council must occur while Employee is on leave and must occur outside the regular business hours of the City unless otherwise provided herein or otherwise agreed to by the Employer.

Notwithstanding the foregoing or any authorization by Council, the Employee is authorized and allowed to perform his duties as the President of SAVE THE WOLVES FOUNDATION, INC., a self-owned, non-profit, 501 (c) (3) entity, during non-business hours, on holidays, and on personal vacation, or leave time. Employee agrees that his duties in this regard will not take precedence over any duties that may arise in the position of City Manager. Further, Employee agrees to perform the duties of the City Manager when the interests of the City require without regard to regular work hours or days or the competing needs of the Employee's outside employment or business interests.

Section 9. TELEPHONE

Employer shall provide Employee with a cellular telephone for local and domestic long distance City business usage and pay the monthly service fee and charges.

Section 10: COMPENSATED LEAVES

A. Personal Time Off (PTO)
PTO shall accrue at the rate of 24 hours per month of service. PTO can be accumulated up to a maximum accrual of 425 hours. The Employer agrees to compensate the Employee for all remaining PTO hours at the termination of this agreement.

B. Emergency Leave
The Employer agrees to grant the Employee a maximum of forty (40) hours leave for death or serious illness in the immediate family. For purposes of this type of leave, one's immediate family includes the Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.

C. Injury Leave

Should the Employee become injured on the job, he will be entitled to the compensation benefits as provided by the Worker's Compensation Act.

D. Court Leave

The Employee shall be granted leave, with pay, for jury duty, If the Employee is required to appear in court as a defendant as a result of a City matter, the Employer agrees to provide the Employee administrative leave for the court appearance(s). In the event that the Employee is found guilty in a criminal proceeding, the leave will be changed to leave without pay and appropriate salary deduction will be made.

E. Administrative Leave

The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at a manager's professional conference. In any event, Employee will not be required to use accrued annual leave when the Council directs or requests him to attend any meeting or conference that is related to the duties of City Manager.

F. Uniformed Service Leave

The Employee is fully retired from the U.S. Navy and has no Reserve component time to serve. However, retired military officers from all services can be recalled to active duty by the appropriate Service Secretary when deemed appropriate. If such an event were to occur, a Uniformed Service Leave of Absence will be granted to the Employee in accordance with federal law and laws of the State of Alaska and the position of City Manager will be reclaimed by the Employee upon completion of the service time per such laws.

G. Holidays

All holidays recognized by the Employer shall be granted to the Employee with holiday pay status provided the same as regular full time and regular part-time positions of the Employer.

Section 11. BENEFITS

A. Employee shall be allowed to participate in the City employee's group coverage plan for full family Life, Accidental Death & Dismemberment, Long Term Disability, Dental, Vision and Health insurance program with no premium deductibles charged to the employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing, benefits currently offered to City employees.

B. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by other City management employees.

C. Employer agrees to purchase on behalf of Employee a whole life insurance policy in the amount of two (2) times the first annual gross salary of Employee. Employer shall pay the required premiums and Employee may name a beneficiary to receive any benefits paid.

D. Retirement: The Employer shall offer the Employee the opportunity to join and participate in the Alaska Public Employees Retirement System (PERS) equal to that which is provided for all other employees of the Employer.

Section 12. INDEMNIFICATION

A. Employee agrees to hold harmless, defend, and indemnify Employer from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any intentional or malicious act or omission by Employee during and in the scope of his position as City Manager.

B. Employer agrees to hold harmless, defend, and indemnify Employee from and against any and all claims and damages, including costs and attorney's fees, caused by or resulting from any act or omission of ordinary negligence by Employee in and during the scope of his employment as City Manager, but only to the extent such as act or omission can be insured by Employer at reasonable, affordable premium costs charged by a reasonable, prudent underwriter in the normal course of purchasing municipal liability insurance coverage.

Section 13. BONDING

Employer shall bear full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Council may consider any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Bethel Municipal Code, or any other laws.

Sections 15. REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce salary, compensation or other benefits of Employee; provided, however, nothing set forth herein shall prevent Employer from modifying, or reducing City employee benefits generally.

Section 16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER:	City of Bethel c/o Mayor Joseph Klejka PO Box 1388 Bethel, AK 99559
(2) EMPLOYEE:	Lee M. Foley PO Box 2748 Bethel, AK 99559

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service or as of the date of deposit of such notice in the course of transmission in the United States Postal Service.

Section 17. GENERAL PROVISIONS

A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment shall be enforceable only if approved by a majority vote of the council in a duly convened public session, and if transcribed to a written document executed by both parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. Employer and Employee recognize the need to treat each other with respect, decorum and professionalism and will endeavor to act accordingly.

D. If any provisions or any portion thereof contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable. The remainder of this Agreement shall not be affected and shall remain in full force and effect.

E. Understanding. Employee acknowledges that the Employee has read and understands the terms of this Agreement, has had the opportunity to review the same with council of his choice, and is executing this Agreement of his own free will.

IN WITNESS WHEREOF, the City of Bethel, Alaska, has caused this Agreement to be signed and executed on its behalf by its Mayor and Council and the Employee has signed and executed this Agreement both in duplicate.

Dated this 17th day of December, 2011

Employer:

By: _____
Joseph Klejka, Mayor
City of Bethel
12/17/11

Employee:

By: _____
Lee M. Foley
12/17/11

CITY OF BETHEL
CITY MANAGER EVALUATION —JANUARY 28, 2014

City Manager: Lee Foley

Rating: 5 = Excellent; 1 = Needs improvement

Enforcement of Laws and Implementation of Policy Directives	5	4	3	2	1
Manage the City's administrative affairs according to state statutes and Bethel Municipal Code					
Comments:					
Analysis and development of policies and procedures					
Comments:					
Implement and monitor policies enacted by City Council					
Comments:					
Supervision of City administration and departments					
Comments:					
Problem solving and conflict resolution					
Comments:					
Management and valuation of cultural diversity					

Comments:					
Creativity, innovation and ability to change to meet needs					
Comments:					
Long range planning					
Comments:					
Development and management of real and personal property of the City					
Comments:					
SUBTOTAL OF CATEGORY:					

Appointing Authority	**5**	**4**	**3**	**2**	**1**
Serve as Personnel Officer (Director) of the City					
Comments:					
Manage Labor Relations/Employee Relations					
Comments:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JANUARY 28, 2014

Monitor employee benefit program:					
Comments:					
Analyze human resources and technical needs and implement solutions					
Comments:					
SUBTOTAL OF CATEGORY:					

Preparation, Submission and execution of annual budget and capital improvements	5	4	3	2	1
Development and submission of recommended annual budget					
Comments:					
Development and submission of recommended capital improvement program budget					
Comments:					
Budget management, control and analysis					
Comments:					
SUBTOTAL OF CATEGORY:					

City of Bethel
City Manager Evaluation —January 28, 2014

Performance of other duties assigned by law or City Council	5	4	3	2	1
Timeliness, quality and clarity of communications with city council					
Comments:					
Timeliness, quality and clarity of communications with the public and media					
Comments:					
Ethics, values, judgment and perceptiveness					
Comments:					
Communicates projects and project status with Council					
Comments:					
SUBTOTAL OF CATEGORY:					

Ethics and Communication	5	4	3	2	1
Defends principle and conviction in the face of partisan influence and pressure					
Comments:					
Maintains high standards of ethics, honesty and integrity in all matters					
Comments:					

City of Bethel
City Manager Evaluation —January 28, 2014

Effectively communicates with staff, Council and the public					
Comments:					
Writes clearly and concisely					
Comments:					
Expresses ideas and opinions in a forthright, logical manner					
Comments:					
Remains poised and calm in difficult situations					
Comments:					
Represents the City to the public in a positive light					
Comments:					
SUBTOTAL OF CATEGORY:					

CITY OF BETHEL
CITY MANAGER EVALUATION —JANUARY 28, 2014

City Manager Foley's Total Score: _____

Excellent:	130	
Very Good:	104	
Good:	78	
Satisfactory:	52	
Needs Improvement:	26	

Additional City Council comments/recommendations:

City Manager Comments:

Reviewer's Signature _____ **Date** _____ **City Manager's Signature** _____ **Date** _____