



City of Bethel

P.O. Box 1388

Bethel, Alaska 99559

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Regular City Council Meeting

Tuesday, October 11, 2016

6:30 P.M.

Council Chambers; Bethel, Alaska



City Council Meeting Agenda Regularly Scheduled Meeting October 11, 2016 – 6:30 pm City Hall 300 State Highway, Bethel, AK City of Bethel Council Chambers

Rick Robb
Mayor
Term Expires 2017
543-1879
rrobb@cityofbethel.net

Byron Maczynski
Vice-Mayor
Term Expires 2016
545-8010
bmaczynski@cityofbethel.net

Leif Albertson
Council Member
Term Expires 2017
543-2819
labertson@cityofbethel.net

Zach Fansler
Council Member
Term Expires 2016
545-4503
zfansler@cityofbethel.net

Nikki C. Hoffman
Council Member
Term Expires 2017
543-2608
nhoffman@cityofbethel.net

Alisha Welch
Council Member
Term Expires 2017
545-6026
arwelch@cityofbethel.net

Mary Weiss
Council Member
Term Expires 2016
545-3211
mweiss@cityofbethel.net

Pete Williams
Acting City Manager
543-2047
pwilliams@cityofbethel.net

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

Patty Burley, City Attorney

Mary Sattler, Lobbyist

Agenda posted on October 5, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

LS

Lori Strickler, City Clerk

(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 October 25, 2016**

The Council may, after 12:00am, and only by a unanimous consent vote, recess this meeting until the following day at 6:30 p.m.

- 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) *9-26-2016 Special Meeting Minutes P2
 - b) *9-27-2016 Regular Meeting Minutes P4
 - c) *9-30-2016 Special Meeting Minutes P20
 - d) *10-03-2016 Special Meeting Minutes P22
- VII. REPORTS OF STANDING COMMITTEE**
- VIII. SPECIAL ORDERS OF BUSINESS**
 - a) Review Canvass Board Certificate Of Election, October 6, 2015 (Mayor Robb) [not available until after the canvass board October 8, 2015]
 - b) Resolution 16-31: Certifying The Results Of The City Of Bethel, Regular Municipal Election Held October 6, 2015 (Mayor Robb) [not available until after the canvass board October 8, 2015]
 - c) Oath Administered To Newly Elected Council Members (Mayor Robb)
 - d) Health Fitness Update On YK Fitness Center Operations (Mayor Robb)
- IX. UNFINISHED BUSINESSs**
 - a) Public Hearing Of Ordinance 16-27: Amending Bethel Municipal Code 18.60.010, Conditional Use Permit Authorization (Mayor Robb) P34
 - b) Public Hearing Of Ordinance 16-28: Authorizing A Lease Revenue Refund Bond [Time Certain 7:30p] (City Manager Capela) P36
 - c) Public Hearing Of Ordinance 16-29: Acquisition Of Property, Easements For Institutional Corridor Project – AVEC (City Manager Capela) P62
 - d) Public Hearing Of Ordinance 16-30: Acquisition Of Property, Easements For Institutional Corridor Project- Walsh & Co. (City Manager Capela) P70
 - e) Resolution 16-27: Council In Support Of Alaska DOT For Bethel Airport Improvements (Vice-Mayor Maczynski) P77
 - f) AM 16-66: Authorizing Administration To Sign The Statewide Transportation Alternatives Program FY 2013-2016 Grant Agreement To Accept Grant Funds To Construct A Gravel Trail (City Manager Capela) P79



**City Council Meeting Agenda
Regularly Scheduled Meeting
October 11, 2016 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

X. NEW BUSINESS

- a) *Introduction Of Ordinance 16-31: Amending Title 10, Chapter 3, Of The Bethel Municipal Code, Related To The Operation Of Snow Machines And ATV's On Bethel Roads (Mayor Robb) P83
- b) *Introduction Of Ordinance 16-32: Acquisition Of Property, Easements For Institutional Corridor Project – Kipusvic (Acting City Manager Williams) P87
- c) *Introduction Of Ordinance 16-33: Acquisition Of Property, Easements For Institutional Corridor Project – BNC(Acting City Manager Williams) P94
- d) *Introduction Of Ordinance 16-34: Acquisition Of Property, Easements For Institutional Corridor Project – YKHC (Acting City Manager Williams) P101
- e) AM 16-70: Direct City Administration To Prepare And Submit An FY 2018 Alaska Community Transit Grant Application With \$80,580 Included From The City's Fiscal Year 2018 Budget As A Local Match (Acting City Manager Williams) P132
- f) Update/Explanation On Section 106 Review Process – Donlin Gold (Mayor Robb)
- g) *Administrative Leave Request For The City Clerk November 14, 15, 16 (Mayor Robb)
- h) IM 16-04: Modification To The Transit System Personnel Recruitment And Hiring Structure (Acting City Manager Williams) P137
- i) *IM 16-05: City Of Bethel Monthly Financial Statements (Acting City Manager Williams) P138
- j) AM 16-71: Direct Administration To Suspend Action Memorandum 16-67 Thereby Suspending The Increase Of Active Enforcement of state laws (including ticketing) related to the use of snowmobiles and ATVs on City and State roads in Bethel pending the outcome of a proposed ordinance regarding snowmobile and ATV use on city streets (Public Safety and Transportation Commission) P157

XI. MAYOR'S REPORT

XII. MANAGER'S REPORTS

XIII. CLERK'S REPORT

XIV. COUNCIL MEMBER COMMENTS

XV. EXECUTIVE SESSION

- a) Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager (Mayor Robb)

Agenda posted on October 5, 2016, at City Hall, AC Co., Swanson's, and the Post Office.

LS

Lori Stickler, City Clerk

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The Council may, after 12:00am, and only by a unanimous consent vote, recess this meeting until the following day at 6:30 p.m.



**City Council Meeting Agenda
Regularly Scheduled Meeting
October 11, 2016 – 6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

- a) AS 44.62.310 (C) 1: Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Potential Litigation United Pools (Mayor Robb)

XVI. ADJOURNMENT

Agenda posted on October 5, 2016, at City Hall, AC Co., Swanson's, and the Post Office.


Lori Stickler, City Clerk

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Ordinances introduced with an asterisk (*) on the consent agenda will automatically be introduced and set for **Public Hearing October 25, 2016**)

The Council may, after 12:00am, and only by a unanimous consent vote, recess this meeting until the following day at 6:30 p.m.

Approval of the Meeting Minutes

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on September 26, 2016 at 6:00 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Council Member Mary Weiss
<input checked="" type="checkbox"/> Council Member Zach Fansler	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Clerk Lori Strickler	

IV. PEOPLE TO BE HEARD

No one present to be heard.

V. APPROVAL OF THE AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Welch
Seconded by:	Hoffman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	-0

VI. NEW BUSINESS.

Item A – City Manager Recruitment Process

- a) Determination of Second Round Interview Questions
- b) Determination of Second Round Candidate

VII. EXECUTIVE SESSION

Item A – Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Manager Candidates (Note: All city manager candidates may be discussed during the executive session)

Move into executive session to discuss subjects that tend to prejudice the reputation and character of any person- City Manager Candidates (Note: All city manager candidates may be discussed during the executive session) Those participating in the Executive Session are.

Main Motion:	
Moved by:	Albertson
Seconded by:	Maczynski
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	∅

VIII. ADJOURNMENT

Main Motion:	Adjourn.
Moved by:	Weiss
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss

Council adjourned at 7:40 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on September 27, 2016 at 6:30 p.m., in the council chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 6:30 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Nikki Hoffman
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Council Member Leif Albertson	<input checked="" type="checkbox"/> Council Member Mary Weiss
<input checked="" type="checkbox"/> Council Member Zach Fansler	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Clerk Lori Strickler	
<input checked="" type="checkbox"/> Acting City Manager Pete Williams	

IV. PEOPLE TO BE HEARD

Stacie Reardon, Health Fitness Representative- provided notice to the public that the Pool Facility will be running a Permanent Fund Dividend special in October.

Fritz Charles- Spoke in opposition to the way Action Memorandum 16-67, directing administration to begin enforcing State laws related to off road vehicles.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: Approve the Consent and Regular Agenda.

Moved by:	Fansler
Seconded by:	Weiss
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	-0

**Removal from
the Consent**

Agenda: Remove New Business Item D from the consent agenda.

Moved by: | Hoffman

**Primary
Amendment:**

Remove the Executive Session from the agenda.

Moved by: | Hoffman
Seconded by: | Welch
Action: | Motion carries by a vote of 7-0
In favor: | Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: | -0

**Removal from
the Consent**

Agenda: Remove New Business Items A, B, C, E, F, G from the consent agenda .

Moved by: | Albertson

VI. APPROVAL OF THE MEETING MINUTES

Item A – Regular City Council Meeting September 13, 2016
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Public Safety and Transportation Commission –
Council Representative, Mary Weiss –
A meeting has not been held since the last city council meeting.

Port Commission –
Council Representative, Alisha Welch –
Revisions of the new Terminal Tariff were reviewed.
The design contract on the port office was reviewed.

Planning Commission –
Council Representative, Nikki Hoffman–
A meeting has not been held since the last city council meeting.

Parks and Recreation Committee –
Council Representative, Richard Robb –
Update on the multi-use field, the field required less sand than originally assumed; the project should be completed next summer.

Finance Committee –
Council Representative, Leif Albertson –
Continuing to work through the sales tax code.

Energy Committee –
Council Representative, Zach Fansler –
A quorum of the body was not established.

Public Works Committee –
Council Representative, Byron Maczynski –
A meeting has not been held since the last city council meeting

Marijuana Advisory Committee –
Council Representative, Zach Fansler-
A meeting has not been held since the last city council meeting.

VIII. SPECIAL ORDER OF BUSINESS

Item A – Alaska Rural Water Association Update On Water Quality

Sarah Ramey, Representative of the Alaska Rural Water Association provided an explanation to the City Council on the City's water quality.

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 16-25: Amending Bethel Municipal Code 13.03.030, Individual Sewer System Concerning The Inclusion Of Composting And Incinerating Toilets.

Mayor Robb opened the public hearing.

Jody Drew- Spoke in favor of Ordinance 16-25.

Mayor Robb closed the public hearing.

A motion to adopt was made at the September 13, Regular City Council meeting.

Main Motion:

Moved by: Fansler

Seconded by: Weiss

Action: Motion carries by a vote of 7-0

In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss

Opposed: 0

Under Section 13.08.290 Unlawful sewage disposal, to strike "a composting or incinerating toilet."

Under 13.08.300, Individual sewer system to strike "unless the individual disposal system is a composting or incinerating toilet," and striking "All composting or incinerating toilets must meet the following conditions:

1. Composting toilets utilize a waterless toilet in conjunction with a tank in which aerobic bacteria break down the waste. Incinerating toilets burn human waste. Composting and incinerating toilets must conform to NSF/ANSI Standard 41.

2. In restrooms accessible to employees or the public, a permanent placard must be installed on the wall immediately adjacent composting and or incinerating toilets. The bottom edge of the placard must be between 35" and 48" above the floor. The placard will state that a composting toilet is present and provide instructions for its use. Lettering on the placard will be no less than 1/4" in height and easy to read.

3. When restrooms are required to be accessible, composting and/or incinerating toilets in those rest rooms must also meet all accessibility requirements.

4. When composting or incinerating toilets are installed in a residence, permanent use and maintenance instructions must be provided to subsequent owners or

tenants. The property owner is responsible for providing training to tenants in the proper use and care of composting or incinerating toilets.

5 Notice that the building contains composting and or incinerating toilets must be recorded in the permanent property record."

Insert new subsection 13.08.310, Composting and Incinerating Toilets "All composting or incinerating toilets must meet the following conditions:

1. Composting toilets utilize a waterless toilet in conjunction with a tank in which aerobic bacteria break down the waste. Incinerating toilets burn human waste.

2. Design, construction, installation and maintenance of Composting Toilets must meet the requirements of ANSI/NSF Standard 41.

3. Only compost that meets ANSI/NSF Standards may be placed on the landowner's property. Disposal may not occur at any other location.

**Primary
Amendment:**

4. Design, construction, installation and maintenance of gas-fired Incinerating Toilets must meet ANSI Z21.61 standards.
5. Design, construction, installation and maintenance of gas-fired Incinerating Toilets must meet NSF Standards.
6. All liquid from an Incinerating Toilet must be disposed of in the home's sewage tank.
7. In restrooms accessible to employees or the public, a permanent placard must be installed on the wall immediately adjacent composting and or incinerating toilets. The bottom edge of the placard must be between 35" and 48" above the floor. The placard will state that a composting toilet is present and provide instructions for its use. Lettering on the placard will be no less than 1/4" in height and easy to read.
8. When restrooms are required to be accessible, composting and/or incinerating toilets in those rest rooms must also meet all accessibility requirements.
9. When composting or incinerating toilets are installed in a residence, permanent use and maintenance instructions must be provided to subsequent owners or tenants. The property owner is responsible for providing training to tenants in the proper use and care of composting or incinerating toilets.
10. Notice that the building contains composting and or incinerating toilets must be recorded in the permanent property record."

Moved by:	Fansler
Seconded by:	Weiss
Action:	Motion carries by a vote of 4-3
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch

Main Motion: Refer to a committee.

Moved by:	Fansler
Seconded by:	Weiss
Action:	Motion carries by a vote of 5-2
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson

Item B – Public Hearing Of Ordinance 16-26: Amending Bethel Municipal Code To Insert Chapter 2.45, Administrative Adjudication.

Mayor Robb opened the public hearing.

No one present to be heard.

Mayor Robb closed the public hearing.

A motion to adopt was made at the September 13, Regular City Council meeting.

Main Motion:

Moved by: Fansler
Seconded by: Weiss
Action: Motion carries by a vote of 6-1
In favor: Robb Maczynski Albertson Fansler Welch Weiss
Opposed: Hoffman

Primary Amendment:

Amend 2.45.100 Reconsideration to insert "D. Additional probative evidence is presented."

Moved by: Hoffman
Seconded by: Weiss
Action: Motion does not carry by a vote of 3-4
In favor: Robb Hoffman Weiss
Opposed: Maczynski Albertson Fansler Welch

Amend 2.45.060 Date of Hearing to insert "unless otherwise provided in this Code, the following shall apply."
Insert 2.45.090 Decisions to insert "unless otherwise provided in this Code,"

Primary Amendment:

Amend to insert under 2.45.100 Reconsideration "unless otherwise provided in this Code, a"

Moved by: Fansler
Seconded by: Albertson
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Secondary Amendment:

Amend to strike in the primary amendment the insertion under 2.45.100 Reconsideration "unless otherwise provided in this Code, a."

Moved by: Fansler
Seconded by: Weiss
Action: Motion carries by a vote of 7-0
In favor: Robb Hoffman Weiss Maczynski Albertson Fansler Welch
Opposed: 0

Main Motion:

Amend to strike under Section 2. Effective Date "September 20, 2016," and insert "upon passage by the Bethel City Council."

Moved by: Welch
Seconded by: Maczynski

Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Primary Amendment: Amend 2.45.120 Conflicts of Interest to insert under Subsection A. after family has a "significant" measurable financial interest...

Moved by: Hoffman
Seconded by: Maczynski
Action: Motion does not carry by a vote of 1-6
In favor: Hoffman
Opposed: Albertson Fansler Maczynski Weiss Welch Robb

Secondary Amendment: To strike significant and insert substantial.

Moved by: Hoffman
Seconded by: Maczynski
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Secondary Amendment: To strike Measurable under 2.45.120 Conflicts of Interest.

Moved by: Hoffman
Seconded by: Maczynski
Action: Motion carries by a vote of 5-2
In favor: Robb Maczynski Hoffman Welch Weiss
Opposed: Fansler Albertson

Primary Amendment: Motion to call the question.

Moved by: Maczynski
Seconded by: Weiss
Action: Motion carries by a vote of 5-2
In favor: Maczynski Albertson Fansler Welch Weiss
Opposed: Robb Hoffman

Primary Amendment: Amend 2.45.120 to striking "Measurable."

Moved by: Weiss
Seconded by: Maczynski
Action: Motion carries by a vote of 5-2

In favor: Albertson Fansler Maczynski Weiss Welch
Opposed: Hoffman Robb

Primary Amendment: Motion to amend Subsection 2.25.120 to strike ~~board or commission or as an administrative official empowered to conduct an.~~"

Moved by: Fansler
Seconded by: Weiss
Action: Motion carries by a vote of 7-0
In favor: Maczynski Albertson Fansler Welch Weiss Robb Hoffman
Opposed: 0

Subsidiary Motion : Take a ten-minute break.

Moved by: Hoffman
Seconded by: Maczynski
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed:

Item C – Public Hearing Of Ordinance 16-28: Authorizing A Lease Revenue Refund Bond.

*Mayor Robb opened the public hearing.
No one present to be heard.
Mayor Robb closed the public hearing.*

Main Motion: Adopt Ordinance 16-28.

Moved by: Hoffman
Seconded by: Fansler
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed:

Subsidiary Motion: Suspend the rules to hear from Acting Finance Director, Hansel Mathlaw.

Moved by: Hoffman
Seconded by: Fansler
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Main Motion: Postpone.

Moved by:	Maczynski
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	0

Item D – Resolution 16-27: Council In Support Of Alaska DOT For Bethel Airport Improvements.

A motion to adopt Resolution 16-27 was made at the September

Main Motion: 13, 2016 Regular Meeting.

Moved by:	Albertson
Seconded by:	Weiss
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	

Main Motion: Postpone.

Moved by:	Maczynski
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	0

Item E – AM 16-62: Support For Internal Financial Data Recording And Analysis

Main Motion: A motion to adopt was made at the September 13, 2016.

Moved by:	Hoffman
Seconded by:	Albertson
Action:	Motion does not carry by a vote of 0-7
In favor:	0
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss

X. NEW BUSINESS

Item A –Resolution 16-28: Supporting A Non-Exclusive Easement Across US Survey 4117, Lot 15 in Bethel For Access To Proposed ONC Subdivision.

Council Member Hoffman declared a conflict of interest on this issue because of her employment with ONC.

Mayor Robb ruled, Council Member Hoffman does not have a conflict of interest.

Main Motion: Adopt Resolution 16-28.

Moved by:	Fansler
Seconded by:	Weiss
Action:	Tabled

Main Motion: Postpone.

Moved by:	Albertson
Seconded by:	Welch

Main Motion: Table

Moved by:	Fansler
Seconded by:	Maczynski
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	0

Item B – Resolution 16-29: Bethel City Council Appointing Pete Williams, Acting City Manager.

Main Motion: Adopt Resolution 16-29.

Moved by:	Fansler
Seconded by:	Weiss
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	0

Item C – Resolution 16-30: Requesting The Alaska State Troopers To Assist The City In The Active Enforcement Of Four-wheeler Laws.

Main Motion: Adopt Resolution 16-30.

Moved by:	Hoffman
Seconded by:	Maczynski
Action:	Motion carries by a vote of 5-2
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Weiss

Main Motion: Suspend the rules to hear from Chief Achee.

Moved by:	Maczynski
Seconded by:	Weiss
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss

Opposed: | 0

Main Motion: Pull from the table Resolution 16-28.

Moved by: Fansler
Seconded by: Maczynski
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Main Motion: Extend the meeting passed 11p.

Moved by: Fansler
Seconded by: Hoffman
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Item A - Resolution 16-28: Supporting A Non-Exclusive Easement Across US Survey 4117, Lot 15 in Bethel For Access To Proposed ONC Subdivision.

Main Motion: Adopt Resolution 16-28.

Moved by: Fansler
Seconded by: Weiss
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Item D – Introduction Of Ordinance 16-27: Amending Bethel Municipal Code 18.60.010, Conditional Use Permit Authorization.

Main Motion: Introduce Ordinance 16-27.

Moved by: Fansler
Seconded by: Weiss
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Item E – Introduction Of Ordinance 16-29: Acquisition Of Property, Easements For Institutional Corridor Project – AVEC.

Main Motion: Introduce Ordinance 16-29.

Moved by: Maczynski

Seconded by: Albertson
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Main Motion: Amend the agenda to move to Action Memorandum 16-65.

Moved by: Fansler
Seconded by: Maczynski
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed:

Item K- AM 16-65: Direct Administration To Sign The Memorandum Of Agreement That Transfers \$190,194.77 To Bethel Community Services Foundation In Order To Complete Art Project.

Suspend the rules to hear from Michelle Dewitt, Bethel Services

Main Motion: Foundation Representative.

Moved by: Fansler
Seconded by: Hoffman
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Main Motion: Approve AM 16-65.

Moved by: Fansler
Seconded by: Weiss
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Item F - Introduction Of Ordinance 16-30: Acquisition Of Property, Easements For Institutional Corridor Project- Walsh & Co.

Main Motion: Introduce Ordinance 16-30.

Moved by: Maczynski
Seconded by: Fansler
Action: Motion carries by a vote of 7-0
In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
Opposed: 0

Item G- Introduction Of Ordinance 16-31: Acquisition Of Property, Easements For Institutional Corridor Project- U.S. Fish And Wildlife Service.

Main Motion: Postpone

Moved by:	Fansler
Seconded by:	Hoffman
Action:	Motion carries by a vote of 6-1
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Maczynski

Item H - AM 16-58: Approve and Adopt Federally-Mandated Zero Tolerance Policy for Bethel Transit System As Provided by Department Of Transportation.

Main Motion: Adopt AM 16-58

Moved by:	Welch
Seconded by:	Hoffman
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	0

Item I- AM 16-63: Approving The Consortium Library Agreement Between The City Of Bethel And University Of Alaska Fairbanks, Kuskokwim Campus.

Main Motion: Approve the Consortium Library Agreement.

Moved by:	Fansler
Seconded by:	Albertson
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	

Council Member Fansler declared a conflict of interest due to his employment with the University.

Mayor Robb ruled Council Member Fansler does not have a conflict of interest.

Council Member Albertson stated that he works for the university but not on the Campus.

Item J- AM 16-64: Approving The Mayor's Appointment Of Alex Wasierski To The Planning Commission As An Alternate Member.

Passed on the consent agenda.

Item L- AM 16-66: Authorizing Administration To Sign The Statewide Transportation Alternatives Program FY 2013-2016 Grant Agreement To Accept Grant Funds To Construct A Gravel Trail.

Main Motion: Approve AM 16-66.

Moved by:	Hoffman
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss
Opposed:	

Main Motion: Postpone

Moved by:	Albertson
Seconded by:	Hoffman
Action:	Motion carries by a vote of 4-3
In favor:	<input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Hoffman

Item M- AM 16-67: Directing Administration To Begin Enforcing State Laws Related To Snowmobiles And Other Off-Highway Vehicles.

Main Motion: Approve AM 16-67.

Moved by:	Hoffman
Seconded by:	Maczynski
Action:	Motion carries by a vote of 4-3
In favor:	<input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Maczynski

Main Motion: Postpone

Moved by:	Weiss
Seconded by:	Maczynski
Action:	Motion does not carry by a vote of 3-4
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Weiss
Opposed:	<input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch

Item N- AM 16-68: Direct Administration To Sign The Agreement For Professional Design Services For The Bethel Port Office Building.

Main Motion: Approve AM 16-68.

Moved by: Welch
 Seconded by: Fansler
 Action: Motion carries by a vote of 6-1
 In favor: Maczynski Albertson Fansler Hoffman Welch Weiss
 Opposed: Robb

Primary

Amendment: Strike \$116,788 and \$70,788 and insert \$116,263 and \$70,993.

Moved by: Welch
 Seconded by: Hoffman
 Action: Motion carries by a vote of 7-0
 In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
 Opposed:

Item O- AM 16-69: Directing Administration To Sign The SHSP 16 Grant Agreement Accepting The Award of \$80,835 To Purchase Radios For The Police And Fire Departments.

Main Motion: Approve AM 16-69.

Moved by: Fansler
 Seconded by: Maczynski
 Action: Motion carries by a vote of 7-0
 In favor: Robb Maczynski Albertson Fansler Hoffman Welch Weiss
 Opposed:

Item P - Determination Of City Representative For Section 106 Review Process – Donlin Gold.

XI. MAYOR’S REPORT

XII. MANAGER’S REPORT

XIII. CLERK’S REPORT

XIV. COUNCIL MEMBER COMMENTS

Mayor Richard Robb –
 This will be the last time this council will be together for a meeting; it has been good working with all of the Council Members. The best interest of the City has always been put first.
 Wished Zack Fansler the best in the State House.
 Wished Maczynski and Weiss on the election.

Congratulated Albertson on his baby, and thanked him for his work.
Thanked Welch for her hard work.

Vice-Mayor Byron Maczynski –
Wished Zack Fansler the best in his future.
Appreciate the Council for their hard work.

Council Member Albertson –
Welcomed his daughter Astrid May Albertson to the world, she was born August 21st.

Council Member Mary Weiss –
Thanked Pete for taking the Acting City Manager position.

Council Member Zach Fansler –
Reminded the community to vote on October 4th.
Thanked all of the other City Council Members for their work and dedication.

Council Member Nikki Hoffman –
No comment.

Council Member Alisha Welch –
Thanked Pete for taking the Acting City Manager position.

XV. ADJOURNMENT

Main Motion: Adjourn.

Moved by:	Fansler
Seconded by:	Welch
Action:	Motion carries by a vote of 7-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Fansler <input checked="" type="checkbox"/> Hoffman <input checked="" type="checkbox"/> Welch
Opposed:	–0

Council adjourned at 1:29 a.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on September 30, 2016 at 3:00 p.m., in the council chambers, Bethel, Alaska.

Mayor Richard Robb called the meeting to order at 3:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski	<input checked="" type="checkbox"/> Council Member Zach Fansler (arrived at 6:13p)
<input checked="" type="checkbox"/> Council Member Mary Weiss	
Members Absent:	
<input checked="" type="checkbox"/> Council Member Nikki Hoffman	
<input checked="" type="checkbox"/> Council Member Leif Albertson	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Clerk Lori Strickler	
<input type="checkbox"/> Acting City Manager Pete Williams	

IV. PEOPLE TO BE HEARD

No one present to be heard.

V. APPROVAL OF AGENDA

Main Motion: Approve the Agenda.

Moved by:	Weiss
Seconded by:	Maczynski
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Welch
Opposed:	∅

VI. NEW BUSINESS

Item A – City Manager Recruitment Process.

- 1) Candidate Interviews.
- 2) Determination of Second Round Interview Questions
- 3) Determination of Second Round Candidates

VII. EXECUTIVE SESSION

Item A – Subjects That Tend To Prejudice The Reputation And Character Of Any Person – City Manager Candidates (Note: All City Manager Candidates May Be Discussed During The Executive Session).

Move into Executive Session for subjects that tend to prejudice the Reputation and character of any person- City manager Candidates. Those participating in the executive session are council, City Clerk Strickler, and Acting City Manager Williams.

Main Motion:

Moved by:	Welch
Seconded by:	Weiss
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Welch

VIII. ADJOURNMENT

Main Motion: Adjourn.

Moved by:	Weiss
Seconded by:	Welch
Action:	Motion carries by a vote of 4-0
In favor:	<input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Weiss

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

I. CALL TO ORDER

A Special Meeting of the Bethel City Council was held on October 3, 2016 at 6:00 p.m., in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present:	
<input checked="" type="checkbox"/> Mayor Rick Robb	<input checked="" type="checkbox"/> Council Member Alisha Welch
<input checked="" type="checkbox"/> Vice-Mayor Byron Maczynski (arrived at 6:15p)	<input checked="" type="checkbox"/> Council Member Zach Fansler
<input checked="" type="checkbox"/> Council Member Mary Weiss	<input checked="" type="checkbox"/> Council Member Leif Albertson
Members Absent:	
<input checked="" type="checkbox"/> Council Member Nikki Hoffman	
Also in attendance were the following:	
<input checked="" type="checkbox"/> City Clerk Lori Strickler	
<input type="checkbox"/> Acting City Manager Pete Williams	

IV. PEOPLE TO BE HEARD

No one present to be heard.

V. APPROVAL OF AGENDA

Main Motion: Approve the Agenda.

Moved by:	Fansler
Seconded by:	Welch
Action:	Motion carries by a vote of 5-0
In favor:	<input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler
Opposed:	-0

VI. NEW BUSINESS

Item A – City Manager Recruitment Process.

- i. Candidate Interviews
- ii. Review of Draft Employment Contract for City Manager

Vice-Mayor Maczynski arrived at 6:15p

VII. EXECUTIVE SESSION

Item A – Subjects That Tend To Prejudice The Reputation And Character Of Any Person – City Manager Candidates (Note: All City Manager Candidates May Be Discussed During The Executive Session).

Item B- Subjects That Tend to Prejudice The Reputation and Character of Any Person, Performance Expectations Of Acting City Manager Williams.

Item C- Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

Move into Executive Session to discuss: Subjects That Tend To Prejudice The Reputation And Character Of Any Person – City Manager Candidates (Note: All City Manager Candidates May Be Discussed During The Executive Session); Subjects That Tend to Prejudice The Reputation and Character of Any Person, Performance Expectations Of Acting City Manager Williams; Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity – Employment Contract Review, City Manager.

Main Motion:

Moved by:	Albertson
Seconded by:	Welch
Action:	Motion carries by a vote of 6-0
In favor:	<input checked="" type="checkbox"/> Weiss <input checked="" type="checkbox"/> Maczynski <input checked="" type="checkbox"/> Robb <input checked="" type="checkbox"/> Welch <input checked="" type="checkbox"/> Albertson <input checked="" type="checkbox"/> Fansler

Vice-Mayor Maczynski departed the meeting at 8:31p.

Go into executive session Subjects That Tend To Prejudice The Reputation And Character Of Any Person – City Manager Candidates (Note: All City Manager Candidates May Be Discussed During The Executive Session).

Main Motion:

Moved by:	Fansler
Seconded by:	Welch
Action:	Motion carries by a vote of 5-0

In favor: Weiss Robb Welch Albertson Fansler

Council directed the City Clerk to invite Robert Sivick, city manager applicant, to be the first candidate for an onsite interview.

VIII. ADJOURNMENT

Main Motion: Adjourn.

Moved by: Welch

Seconded by: Fansler

Action: Motion carries by a vote of 5-0

In favor: Weiss Robb Welch Albertson Fansler

Council adjourned at 9:39 p.m.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska

Finance Committee Minutes

Monday September 26, 2016 Regular Meeting

Bethel, Alaska

CALL TO ORDER

A regular meeting of the Finance Committee was held on September 26, 2016 at 6:30 p.m. in City Council Chambers.

Meeting was called to order by Chair Willard at 6:30 PM.

ROLL CALL

Comprising a quorum of the Committee, the following were present:

Cochrane, Shantz, Shear, Trantham, Willard

Excused absences: Albertson, Russell

Unexcused absences: Egoak

Also in attendance were the following:

Hansel Mathlaw-Finance Director-Filling in as recorder

PEOPLE TO BE HEARD

Grant Fairbanks- Spoke about uniform business practices and hotels and bed and breakfast tax.

Michelle Dewitt-Spoke about sales tax changes.

Eileen Arnold- Spoke about non profit sales tax changes.

MOTION: APPROVAL OF AGENDA

MOVED BY:	Cochrane	To approve the agenda.
SECONDED BY:	Shear	

VOTE ON MOTION	Motion carried by unanimous vote.

MOTION: APPROVAL OF MINUTES OF September 6, 2016 Special Meeting

MOVED BY:	Cochrane	
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SECONDED BY:	Shear	To approve the minutes from the Sept. 6 meeting.
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VOTE ON MOTION	Motion carried by unanimous vote.	
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OLD BUSINESS

1. Sales Tax Code – Finance Director and Committee.

MOTION: To go into committee as a whole

MOVED BY:	Cochrane	To go into committee as a whole.
SECONDED BY:	Shear	

VOTE ON MOTION	Motion carried by unanimous vote.	
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MOTION: To come out of committee as a whole.

MOVED BY:	Shantz	To come out of committee as whole.
SECONDED BY:	Shear	

VOTE ON MOTION	Motion carried by unanimous vote.	
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MOTION: To schedule a special meeting Oct. 10th.

MOVED BY:	Cochrane	To schedule a meeting limited to sales tax code on Monday Oct. 10 th .
SECONDED BY:	Shear	

VOTE ON MOTION	Motion carried by unanimous vote.	
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COMMENTS

Finance Director- No comments.

Co-Chair Cochrane- Liked the certificate idea.

Member Shear- No comments.

Member Trantham- Thanked everyone for coming. Wanted to go on record and voice concern of a construction project that is coming up. The institutional corridor. Financially that project is going to kill the city of Bethel.

Chair Willard- Appreciated everyone coming and the people who came to speak here tonight.

ADJOURNMENT

MOVED BY:	Shear	Meeting was adjourned.
SECONDED BY:	Cochrane	

VOTE ON MOTION

Motion carried by unanimous vote.

APPROVED THIS ___ DAY OF _____, 2016.

Carole Jung, Recorder

Carol Ann Willard, Chair

City of Bethel, Alaska**Parks, Recreation, Aquatic, Health & Safety Center Committee Minutes**

September 26, 2016

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

The meeting was called to order by Michelle Dewitt at 6:07pm.

II. ROLL CALL

Comprising a quorum, the following members were present: Michelle DeWitt, Judy Wasierski, Kathy Hanson, Barbara Mosier, Brian Lefferts, and Kathryn Baldwin

Excused absent(s): Beverly Hoffman and Rick Robb

Unexcused absent: Mark Jones

Also in attendance were the following:

Public Works Director, Muzaffar Lakhani

Committee Recorder, Pauline Boratko

Fitness Center Facility Director, Stacey Reardon

4th of July Coordinator, Roxanne Girdlestone

III. PEOPLE TO BE HEARD:**IV. APPROVAL OF AGENDA**

MOVED BY:	Judy Wasierski	Motion to approve the agenda.
SECONDED BY:	Barbara Mosier	
VOTE ON MOTION:	Unanimously approved	

V. APPROVAL OF THE MINUTES:

MOVED BY:	Barbara Mosier	Motion to approve the minutes from regular meeting on August 8, 2016 and special meeting minutes on August 29, 2016.
SECONDED BY:	Judy Wasierski	
VOTE ON MOTION:	Unanimously approved	

VI. SPECIAL ORDER OF BUSINESS:

VII. DEPARTMENT HEAD REPORT: Public Works Director, Muzaffar Lakhani reports the department is still dealing with the shortage of trucks and mechanics, but is working on getting those positions filled. The sports field is completed for the year. It took less than 500 truckloads of sand instead of the 800-1000 loads predicted. All 15 bus shelters are up and they have had a positive impact on the community.

Fitness Center Facility Director, Stacey Reardon reports that, a draft operation and maintenance plans along with a budget update will be presented to the City Council meeting in October. She predicts the final version in December. The pool facility is currently looking into a solution to help soften the hard water to prevent calcium build up in the pipes. Stacey is also planning on having a Halloween party for the community.

IX. UNFINISHED BUSINESS:

A. Individual to provide report to September 27, 2016 City Council Meeting: Michelle DeWitt volunteered to give the report to the City Council Meeting.

B. Welcome new alternate member, Mark Jones: Michelle announced Mark Jones is the newest alternate member of the committee.

- C. 4th of July debrief:** 4th of July coordinator joined the committee meeting to discuss the 4th of July festivities. She suggests that the festivities should be handled by one person instead of two. Roxanne also advised that they need to pay attention to small details and that they need more dependable volunteers.
- D. Status of Outstanding Recommendations and Action Memorandums to the City Council to include AVCP Housing/City of Bethel Owl Park Agreement, Dog Park, and Wellness Program:** City has a contract with AVCP Housing regarding the maintenance of the Owl Park. The Committee advises the Public Works director to meet with AVCP Housing and do a walk through. No new updates for the Wellness Program and Dog Park.
- E. Grant Updates; Pinky's Park Improvement, Trail between YKHC and KUC:** The sports field is filled in with sand and more filling will resume next summer after it settles. The remaining grant money will be discussed with John Sargent at the next meeting. The committee requests his attendance. No new updates this month on the grant for the trail between KUC and YKHC.
- F. Fiscal Year 2017 Parks and Recreation Budget:** no new updates this month
- G. Fiscal Year 2017 YK Fitness Center Budget:** The budget is still currently in progress and should expect better estimates by the next meeting.
- H. Arts at the Fitness Center:** A request that the Rasmusson grant monies for art at the Fitness Center be transferred from the City to (BCSF) Bethel Community Service Foundation has been sent to the City Council.
- I. YK Fitness Center Website and Social Media:** The pool website is currently live and running. Katie Basile has been working on the site yet still lacks information.
- J. Sub Committee Reports, Marketing and Physical Facility:** The marketing subcommittee reported that Shadi Rabi has been on the radio a couple times so far. No new information from the Physical Facility subcommittee.
- K. Water Metering at the YK Fitness Center:** The water metering is not an issue, and it's been discovered that it was one of the back wash valves that were broken and have already been addressed and will be monitored.

X. NEW BUSINESS:

- A. Fitness Center warranty walk through:** The walk though went well. There are leaks in the roof and the windows, they have been added to the punch list and will be repaired. The chemical feeder and the tank heater has never worked properly and that was addressed and will be repaired also.
- B. Photography at the Fitness Center:** The taking of pictures at the pool has been brought to the committee's attention. This resulting that it would be more of a community upset to not take pictures then to take pictures.

MOVED BY:	Judy Wasierski	Motion to allow photographs to be taken at the pool for now.
SECONDED BY:	Kathy Hanson	
VOTE ON MOTION	Unanimously approved	

XI. MEMBER COMMENTS:

- M. DeWitt- Please let Pauline know of the agenda items before the deadline.
- J. Wasierski- I appreciated the report provided.
- B. Mosier- no comment.
- B. Lefferts- no comment.
- K. Hanson- no comment.
- K. Baldin- no comment.

XII. AJORNMENT

MOVED BY:	Kathy Hanson	Motion to adjourn the meeting at 7:52 pm.
SECONDED BY:	Barbara Mosier	
VOTE ON MOTION	Unanimously approved	

APPROVED THIS ___ DAY OF _____, 2016.

Pauline Boratko, Committee Recorder

Michelle DeWitt, Chair

DRAFT

Special Order of Business

Review Canvass Board Certificate Of Election, October 6, 2015 (Mayor Robb) [not available until after the canvass board October 8, 2015]

Resolution 16-31: Certifying The Results Of The City Of Bethel, Regular Municipal Election Held October 6, 2015 (Mayor Robb) [not available until after the canvass board October 8, 2015]

Unfinished Business

Introduced by: Mayor Robb
Date: September 27, 2016
Public Hearing: October 11, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-27

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING CHAPTER 18.60.010 OF THE BETHEL MUNICIPAL CODE, CONDITIONAL USE PERMIT (CUP) STANDARDS AND PROCEDURES

THEREFORE, BE IT ORDAINED by the City Council of Bethel, Alaska, that that 18.60.010, Conditional Use Permit (CUP) Standards and Procedures is hereby amended, new language is underlined and old language is stricken.

SECTION 1. Classification. This ordinance is of a permanent nature and shall be codified in the Bethel Municipal Code.

SECTION 2. Amendment. Section 18.60 of the Bethel Municipal Code is created as follows (new language is underlined and old language is stricken):

18.60.010 Authorization.

- A. The planning commission may grant a conditional use permit for those uses or structures authorized as a conditional use in the applicable land use district chapter of this title, subject to the standards provided in this chapter. An applicant does not have a right to a conditional use permit, but has a right only to have the planning commission give fair consideration to an application for a conditional use. The planning commission has discretion to deny a conditional use permit application if it is not convinced the proposed use is compatible with principal permitted uses, existing neighborhood development, the environment, the comprehensive plan or maintenance of compatible and efficient development patterns.
- B. If conditions are imposed on a conditional use permit, the planning commission my delegate authority to the land use administer to issue the conditional use permit when the conditions have been met.

SECTION 2. Effective Date. This ordinance shall become effective upon the passage by the City Council.

Introduced by: Mayor Robb
Date: September 27, 2016
Public Hearing: October 11, 2016
Action:
Vote:

ENACTED THIS 11th DAY OF OCTOBER 2016, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Introduced by: City Manager, Ann K. Capela
Date: September 13, 2016
Public Hearing: September 27, 2016
October 11, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-28

AN ORDINANCE AUTHORIZING THE CITY OF BETHEL TO ISSUE A LEASE REVENUE REFUNDING BOND, 2016 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,400,000, TO REFUND CERTAIN OUTSTANDING LEASE REVENUE BONDS OF THE CITY, FIXING CERTAIN DETAILS OF SUCH BOND AND AUTHORIZING THE SALE OF SUCH BOND, AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City of Bethel, Alaska (the "City"), a second class city organized under the Constitution and laws of the State, owns and operates the Nora Guinn Courthouse Building, formerly known as the Braund Building Courthouse (the "Courthouse Complex"); and

WHEREAS, pursuant to Section 4.19.020 of the Bethel Municipal Code ("BMC"), the City has established the Braund Building Enterprise Fund into which are deposited all revenues derived from the leasing, licensing, and other revenue-producing uses of the Courthouse Complex (as further defined herein, the "Lease Revenue"); and

WHEREAS, there is now outstanding \$2,470,000 principal amount of Lease Revenue Bond, 2007 of the City (the "2007 Bond") issued under Ordinance #07-14 approved by the Council on June 12, 2007; and

WHEREAS, the Council finds that it is in the best interest of the City to provide for the refunding, including the payment of principal of and interest on, those principal installments of the 2007 Bond maturing on and after September 1, 2018, in the aggregate principal amount of \$2,295,000, whose refunding the City Manager or City Finance Director determines will produce the debt service savings specified in this ordinance, by the issuance of a lease revenue refunding bond in the aggregate principal amount of not to exceed \$2,400,000 (the "Bond"); and

WHEREAS, AS 29.47.250 and 29.47.310 provide that the City may issue revenue bonds and refunding revenue bonds without ratification of the voters; and

WHEREAS, the Council finds that it is necessary and appropriate to delegate to each of the City Manager and City Finance Director authority to determine the principal installment amounts, interest rates and other details of the Bond, and to determine other matters pertaining to the Bond that are not provided for in this ordinance; and

WHEREAS, the Alaska Municipal Bond Bank will purchase the Bond with proceeds of its general obligation bonds pursuant to the terms of an amendatory loan agreement (the "Amendatory Loan Agreement"); and

WHEREAS, the Amendatory Loan Agreement will amend the Loan Agreement dated as of July 1, 2007, to provide for the refunding of the Refunded Bond, and related matters.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Definitions.

Terms not herein defined shall have the meaning set forth in the herein defined Parity Bond Ordinance. The following terms shall have the following meanings in this ordinance:

- A) "Amendatory Loan Agreement" means the Amendatory Loan Agreement between the City and the Bond Bank, amending the Loan Agreement to provide for the refunding of the Refunded Bond through their exchange for the Bond, and related matters.
- B) "Annual Debt Service" means, for any Fiscal Year the sum of:
 - i. all interest due in such year on all outstanding Parity Bonds, excluding interest to be paid from the proceeds of Parity Bonds,
 - ii. the principal of all Serial Bonds due in such year, and
 - iii. the Sinking Fund Requirement, if any, for such year.
- C) "Bond" means the "Lease Revenue Refunding Bond, 2016" of the City of Bethel, the issuance and sale of which is authorized herein.
- D) "Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska, created pursuant to the provisions of Chapter 85, Title 44, Alaska Statutes, as amended.
- E) "Bond Bank Bonds" means a series of bonds issued by the Bond Bank.

- F) "Bond Fund" means the City of Bethel Lease Revenue Bond Fund established pursuant to Section 5.1 of the Parity Bond Ordinance to pay and secure the payment of all Parity Bonds.
- G) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the Registered Owners of the Bond or their nominees.
- H) "City" means the City of Bethel, a municipal corporation duly organized and existing under the Constitution and laws of the State of Alaska.
- I) "City Manager" means the City Manager or the Acting City Manager of the City or the successor to the duties of such office.
- J) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.
- K) "Consultant" means at any time an independent consultant having a favorable reputation for skill and experience with the operation of properties comparable to the Courthouse Complex selected by the City to perform the duties of the Consultant as required by this ordinance. For the purpose of providing a certificate required by Section 16(B)(3) hereof, the term Consultant may also include an independent public accounting firm appointed by the City to provide such certificate.
- L) "Costs of Maintenance and Operation" means all necessary operating expenses (net of any reimbursement of such expenses by any tenant of the Courthouse Complex), current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expense with respect to the Courthouse Complex, but excludes depreciation, payments for debt service or into debt service reserve accounts with respect to obligations of the City payable from Lease Revenue, costs of capital additions to or replacements of the Courthouse Complex, municipal taxes, or payments to the City in lieu of taxes.
- M) "Continuing Disclosure Certificate" means a certificate relating to the Bond executed in connection, and delivered by the City, with respect to compliance with paragraph (b)(5) of Rule 15c2-12 of the Securities and Exchange Commission, as such certificate may be amended or supplemented from time to time.
- N) "Council" means the legislative authority of the City as duly constituted from time to time.
- O) "Courthouse Complex" means the Nora Guinn Courthouse Building, formerly known as Braund Building Courthouse, located in Bethel, Alaska.
- P) "Debt Service Account" means the account of that name authorized to be established within the Bond Fund pursuant to Article V of the Parity Bond Ordinance.

- Q) "Federal Tax Certificate" means the certificate executed by the City setting forth certain covenants relating to the tax-exempt status of interest on the Bond.
- R) "Finance Director" means the Finance Director or Acting Finance Director of the City or the successor to the duties of such office.
- S) "Fiscal Year" means the fiscal year used by the City at any time. At the time of the adoption of this ordinance, the Fiscal Year is the twelve-month period beginning July 1 of each year and ending June 30 of the following year.
- T) "Future Parity Bonds" means any lease revenue bonds of the City, the principal of and interest on which are payable from the Revenue Fund on a parity with the payments required to be made from such Fund to pay and secure the payment of the principal of and interest on the 2007 Bond and the Bond.
- U) "Government Obligations" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government.
- V) "Junior Lien Obligations" means lease revenue bonds or other obligations issued by the City pursuant to the provisions of Section 18 of this ordinance.
- W) "Lease Revenue" means all revenues derived from the leasing, licensing, and other revenue-producing uses of the Courthouse Complex, including income from the investment of any money in the Revenue Fund, the Bond Fund and any other bond or redemption fund for lease revenue bonds (but excluding bond proceeds, income from investments of bond proceeds, and income from investments irrevocably pledged to the payment of lease revenue bonds pursuant to a plan of defeasance or refunding).
- X) "Loan Agreement" means the Loan Agreement between the City and the Bond Bank dated as of July 1, 2007, as amended by the Amendatory Loan Agreement.
- Y) "Net Revenue" means all Lease Revenue less the Costs of Maintenance and Operation.
- Z) "Parity Bonds" means the 2007 Bond, the Bond and any Future Parity Bonds.
- AA) "Parity Bond Ordinance" means Ordinance #07-14, approved by the Council on June 12, 2007.
- BB) "Refunded Bond" means the principal installments of the 2007 Bond whose refunding is approved by the City Manager or Finance Director under Section 11 of this ordinance.
- CC) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.
- DD) "Registrar" means the City Finance Director.
- EE) "Reserve Account" means the account of that name established within the Bond Fund pursuant to Article V of the Parity Bond Ordinance.

FF) "Reserve Requirement" means the least of (i) maximum Annual Debt Service, (ii) 125% of average Annual Debt Service, or (iii) 10% of the face amount of the Parity Bonds.

GG) "Revenue Fund" means the "Braund Building Enterprise Fund" established pursuant to Section 4.19.020 of the BMC, into which all Lease Revenue is deposited as received.

HH) "2007 Bond" means the outstanding \$2,470,000 Lease Revenue Bond, 2007 of the City.

Section 2. Authorization of Bond and Purpose of Issuance.

For the purpose of effecting the refunding by exchange of the Refunded Bond in the manner set forth hereinafter and in the Amendatory Loan Agreement, the City hereby authorizes and determines to issue and sell the Bond in the aggregate principal amount of not to exceed \$2,400,000.

Section 3. Designation, Maturities, Interest Rates, and Other Details of the Bond.

The Bond shall be designated "City of Bethel, Alaska, Lease Revenue Refunding Bond, 2016." The Bond shall be in denominations of \$5,000 or any integral multiple thereof and with such designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

Installments of principal of the Bond shall be paid annually commencing on or after January 1, 2017 and continuing no later than December 31, 2027. The Bond shall bear interest from its dated date, payment commencing on a date on or after December 1, 2016, and semi-annually thereafter in each year. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The dated date, the principal and interest payment dates, the aggregate principal amount, the principal amount of each installment, and the interest rates for each principal installment of the Bond shall be determined at the time of execution of the Amendatory Loan Agreement pursuant to Section 21 of this ordinance.

Section 4. Prepayment.

Provisions for the optional prepayment of some or all principal installments of the Bond may be established pursuant to Section 21 of this ordinance and shall be set forth in

the Amendatory Loan Agreement. Portions of the principal amount of the Bond, in installments of \$5,000 or any integral multiple of \$5,000, may be prepaid.

So long as the Bond Bank is the Registered Owner of the Bond, notice of prepayment shall be given according to the terms of the Loan Agreement. If the Bond Bank is not the Registered Owner of the Bond, notice of prepayment shall be given not less than thirty (30) nor more than sixty (60) days prior to the date fixed for prepayment by first class mail, postage prepaid, to the Registered Owner of the Bond at the address appearing on the Bond Register. The requirements of this Section shall be deemed complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the owner of the Bond.

Each official notice of prepayment shall be dated and shall state:

- (i) the prepayment date,
- (ii) the prepayment price or prepayment premium, if any, payable upon such prepayment;
- (iii) if less than all of an installment of principal is to be prepaid, the principal amount to be prepaid (which must be an integral multiple of \$5,000);
- (iv) that the interest on the Bond, or on the principal amount thereof to be prepaid, designated for prepayment in such notice, shall cease to accrue from and after such prepayment date; and
- (v) that on such date there will become due and payable on the Bond the principal amount thereof to be prepaid and the interest accrued on such principal amount to the prepayment date.

Section 5. Form of Bond.

The Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this ordinance:

**UNITED STATES OF AMERICA
STATE OF ALASKA**

CITY OF BETHEL
(A Municipal Corporation of the State of Alaska)

NO. _____

\$ _____

LEASE REVENUE REFUNDING BOND, 2016

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: \$ _____

The City of Bethel, Alaska (the "City"), a municipal corporation of the state of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, its registered assigns, the Principal Amount indicated above in the following installments on December of each of the following years, and to pay interest on such installments from the date hereof, payable on June 1, 20__ and semiannually thereafter on the 1st days of December and June of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Introduced by: City Manager, Ann K. Capela
Date: September 13, 2016
Public Hearing: September 27, 2016
October 11, 2016
Action:
Vote:

Principal of, interest, and premium, if any, on this Bond are payable solely out of the special fund of the City known as the "City of Bethel Lease Revenue Bond Fund" (the "Bond Fund") established pursuant to Ordinance #07-14 and Ordinance #16-__ of the City (the "Bond Ordinance"). Both principal of and interest on this Bond are payable in lawful money of the United States of America. Installments of principal of and interest on this Bond are payable by check or draft of the City's Finance Director (the "Registrar") mailed (on the date such interest is due) to the Registered Owner hereof at the address appearing on the records maintained by the Registrar as of the fifteenth day of the month preceding the interest payment date. The final installment of principal of and interest on this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this bond at the office of the Registrar in Bethel, Alaska. Notwithstanding the foregoing, so long as the Alaska Municipal Bond Bank (the "Bond Bank") is the Registered Owner of this Bond, payments of principal of and interest on this Bond shall be made to the Bond Bank in accordance with the Loan Agreement dated July 1, 2007, as amended on _____, 2016 (the "Loan Agreement").

This Bond is issued under and pursuant to the Bond Ordinance, and under the authority of and in full compliance with the Constitution and laws of the State of Alaska. This Bond is issued to refund outstanding lease revenue bonds of the City. Capitalized terms used and not otherwise defined on this Bond shall have the meanings given such terms in the Bond Ordinance.

This Bond is subject to prepayment as provided in the Bond Ordinance and the Loan Agreement.

By the Bond Ordinance, the City has pledged to set aside from the Revenue Fund, and to pay into the Bond Fund and Debt Service Account and Reserve Account therein, the various amounts required by the Bond Ordinance to be paid into and maintained in said fund and accounts, all within the times provided by the Bond Ordinance. The City has further pledged and bound itself to pay into the Revenue Fund as collected all of the Lease Revenue.

Said amounts so pledged to be paid out of the Revenue Fund into the Bond Fund and the Accounts therein are hereby declared to be a prior lien and charge upon the money in the Revenue Fund superior to all other charges of any kind or nature except the Costs of Maintenance and Operation and equal in rank to any charges that may be

Introduced by: City Manager Capela
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made on the Revenue Fund to pay and secure the payment of any Parity Bonds and Future Parity Bonds.

This Bond is transferable as provided in the Bond Ordinance, (i) only upon the bond register of the City, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the registered owner or the duly authorized attorney of the registered owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance and upon the payment of charges, if any, as therein prescribed. The City may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed, and that this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said constitution, statutes, or charter.

IN WITNESS WHEREOF, THE CITY OF BETHEL, ALASKA, has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, all as of the _____ day of _____, 2016.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

[SEAL]

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells assigns and transfers unto

(Please insert Social Security or taxpayer identification number of transferee)

(Please print or typewrite name and address, including zip code of transferee)

the within bond and does hereby irrevocably constitute and appoint _____, of _____, or its successor, as Registrar, to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
Pursuant to law.

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Execution.

The Bond shall be executed in the name of the City by the Mayor or her/his designee, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the City Clerk. The execution of the Bond on behalf of the City by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of authentication of the Bond or shall not have held office on the date of the Bond.

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Section 7. Payment of Principal and Interest.

The Bond shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. As long as the Bond Bank is the Registered Owner of the Bond, payment of principal and interest on the Bond shall be made as provided in the Loan Agreement. If the Bond Bank is no longer the Registered Owner of the Bond, installments of principal and interest on the Bond shall be paid by check mailed by first class mail to the Registered Owner as of the fifteenth day of the month preceding each installment payment date at the address appearing on the Bond Register; provided that the final installment of principal and interest on the Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registrar.

Section 8. Registration.

The Bond shall be issued only in registered form as to both principal and interest. The City designates the City Finance Director as Registrar for the Bond. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the City. The City covenants that, until the Bond has been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code. The City and the Registrar may treat the person in whose name any Bond shall be registered as the absolute owner of such Bond for all purposes, whether or not the Bond shall be overdue, and all payments of principal of and interest on a Bond made to the Registered Owner thereof or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Section 9. Transfer and Exchange.

The Bond shall be transferred only upon the books for the registration and transfer of the Bond kept at the office of the Registrar. Upon surrender for transfer or exchange of the Bond at such office, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, the City shall execute and deliver an equal aggregate principal amount of Bond of the same maturity of any authorized denominations, subject to such reasonable regulations as the City may prescribe and upon payment sufficient to reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. The Bond surrendered for transfer or exchange shall be canceled by the Registrar.

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Section 10. Bond Mutilated, Destroyed, Stolen or Lost.

Upon surrender to the Registrar of a mutilated Bond, the City shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new Bond of like maturity and principal amount. The person requesting the execution and delivery of a new Bond under this Section shall comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith.

Section 11. Designation of Refunded Bonds.

The City Manager and the City Finance Director each is authorized to designate which principal installments of the 2007 Bond are authorized to be refunded in this ordinance shall be refunded, provided that the refunding of the 2007 Bond so designated shall realize an aggregate debt service savings, net of all issuance costs and underwriting discount, on a present value basis.

Section 12. Bond Fund; Debt Service Account.

A) Bond Fund. The Parity Bond Ordinance established a special fund of the City designated as the "City of Bethel Lease Revenue Bond Fund" (the "Bond Fund"), which fund is to be drawn upon for the sole purpose of paying the principal of, premium, if any, and interest on Parity Bonds. Within the Bond Fund there was established a Debt Service Account and a Reserve Account.

B) Payments into Debt Service Account. So long as the Bond remains outstanding, the City obligates and binds itself to set aside and pay into the Debt Service Account out of money in the Revenue Fund, the following:

(i) On or before the 25th day of each month, commencing in the first month following the issuance of the Bond, a proportional amount of the interest due on the Bond on the next succeeding interest payment date; and

(ii) On or before the 25th day of each month, commencing in the first month following the issuance of the Bond, a proportional amount of the principal due on the Bond on the next succeeding principal payment date; and

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- (iii) Amounts required to be transferred from the Reserve Account pursuant to Section 13(B) hereof.

Money in the Debt Service Account shall be held for the benefit of the owners of all Parity Bonds then outstanding and payable equally and ratably and without preference or distinction as between different series, installments or maturities.

Section 13. Reserve Account.

- A) Reserve Account. The Reserve Account shall be maintained to secure the payment of the principal of, premium, if any, and interest on the 2007 Bond, the Bond, and any Future Parity Bonds. The City hereby covenants and agrees when the Bond is issued, an amount sufficient to satisfy the Reserve Requirement for the Bond shall be on deposit in the Reserve Fund.

The City further covenants and agrees that in the event it issues any Future Parity Bonds it will provide in each ordinance authorizing the issuance of such Future Parity Bonds that on or prior to the date of issuance of such Future Parity Bonds money shall be deposited into the Reserve Account, from proceeds of such bonds or other funds available therefor, so that the total amount of money in the Reserve Account will at least equal the Reserve Requirement.

The City further covenants that it will at all times maintain an amount in the Reserve Account sufficient to satisfy the Reserve Requirement, as determined each Fiscal Year with respect to the Parity Bonds, secured thereby. Whenever there is a sufficient amount in the Bond Fund, including all accounts therein, to pay the principal of, premium, if any, and interest on all Parity Bonds then outstanding, the money in the Reserve Account may be used to pay the principal of, premium, if any, and interest on the Parity Bonds secured thereby, after all funds available for such purpose in the Debt Service Account have been so used. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, of the Parity Bonds secured thereby, so long as the money remaining on deposit in the Reserve Account is at least equal to the Reserve Requirement determined with respect to the Parity Bonds then outstanding.

- B) Deficiency in Debt Service Account. In the event there shall be a deficiency in the Debt Service Account to make any payment of interest on or principal of and interest on any Parity Bonds, such deficiency shall be made up by withdrawal of money from the Reserve Account and the sale or redemption of obligations held

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in the Reserve Account, if necessary, in such amounts as will provide cash in the Reserve Account sufficient to make up any such deficiency. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Net Revenue, after making necessary provision for the payments required to be made by paragraphs First through Third, inclusive, of Section 16(A) of this ordinance, as soon as sufficient Net Revenue is available, but in any event no later than six months following any such withdrawal.

- C) Investment of Reserve Account Funds. Money in the Reserve Account may be kept in cash or invested in lawful investments for City funds maturing not later than the final maturity of the Bond. Interest earned on any such investments and/or any profits realized from the sale thereof shall be deposited in and become a part of the Revenue Fund.

Section 14. Lien of Revenue Fund.

The amounts pledged by the Parity Bond Ordinance and this ordinance to be paid out of the Revenue Fund into the Bond Fund and the Debt Service Account and Reserve Account therein are hereby declared to be a prior lien and charge upon all the money in the Revenue Fund superior to all other charges of any kind or nature except the charges required to pay Costs of Maintenance and Operation and equal in rank to any charges that may later be made on money in the Revenue Fund to pay the principal of, premium, if any, and interest on any Future Parity Bonds.

Section 15. Defeasance.

In the event that money and/or Government Obligations maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to prepay and retire the Bond or a portion thereof in accordance with its terms, are set aside in a trust or escrow account held by a bank or trust company to effect such prepayment and retirement, and such money and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose for the benefit of the owner of the Bond or portion thereof, then no further payments need be made into the Debt Service Account for the payment of the principal of and interest on the Bond or portion thereof so provided for, and the Bond or portion thereof shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive the money so set aside and pledged, and such Bond or portion thereof shall be deemed not to be outstanding hereunder.

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Section 16. Bond Covenants.

A) Revenue Fund. Pursuant to Section 4.19.020 BMC, there has heretofore been established a special fund of the City known as the "Braund Building Enterprise Fund" (the "Revenue Fund"), into which all Lease Revenue shall be deposited as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City. The Lease Revenue deposited in the Revenue Fund shall be used only for the following purposes and in the following order of priority; provided, however, that any payments in lieu of taxes shall be subordinate to the payments required to be made into the Bond Fund out of the Revenue Fund:

First, to pay the Costs of Maintenance and Operation;

Second, to make all payments required to be made into the Debt Service Account to pay the interest on any Parity Bonds;

Third, to make all payments required to be made into the Debt Service Account to pay the maturing principal of any Serial Bonds and to satisfy the Sinking Fund Requirement;

Fourth, to make all payments required to be made into the Reserve Account;

Fifth, to make all payments required to be made into any bond redemption fund, debt service account, reserve account or sinking fund account established to pay and secure the payment of the principal of and interest on any revenue bonds or other revenue obligations of the City having a lien on Lease Revenue junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Sixth, to retire by redemption or purchase in the open market any outstanding revenue bonds or other obligations of the City payable from the Revenue Fund, to make necessary additions, betterments, improvements and repairs to or replacements of the Courthouse Complex, or for any other lawful City purpose.

B) General Covenants. The City hereby covenants with the owner of the Bond, so long as the Bond is outstanding, as follows:

(1) Rate Covenant. That it will at all times establish, maintain and collect rentals, fees, and charges in the operation of the Courthouse Complex for as long as the Bond is outstanding that will produce Net Revenue in each Fiscal Year in an amount equal to at least 1.25 times Annual Debt Service.

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If this rate covenant is not met in any Fiscal Year, the City will retain a Consultant to make recommendations regarding the operation of the Courthouse Complex and the rentals, fees and charges established for use of the Courthouse Complex. The City shall not be in default under this subsection (1) so long as the Council, to the extent permitted by law, within the next Fiscal Year, adopts the recommendations of such Consultant regarding the operations of the Courthouse Complex and any changes in rentals, fees and charges for use of the Courthouse Complex.

(2) Operation and Maintenance of Courthouse Complex; Enforcement of Leases. That it will at all times maintain and keep the Courthouse Complex in good repair, working order and condition, and will at all times operate the Courthouse Complex and the business in connection therewith in an efficient manner and at a reasonable cost. The City will perform at all times all of its covenants, undertakings, stipulations and provisions under any lease by the City of any portion of the Courthouse Complex, including but not limited to the leases by the City of portions of the Courthouse Complex to the State of Alaska, and the City will enforce against any tenant under such lease, including but not limited to the State of Alaska, all of the tenant's covenants, undertakings, stipulations and provisions under such lease.

(3) Sale or Disposition. That it will not mortgage, sell or otherwise encumber or dispose of the Courthouse Complex unless provision is made for payment into the Bond Fund of a sum sufficient to pay the principal and interest of all the outstanding Parity Bonds in accordance with the terms thereof, nor will it sell or otherwise dispose of any portion of the real property constituting the Courthouse Complex unless (i) the City (A) replaces such property with property that produces for the Revenue Fund approximately the same amount of revenue and (B) receives the prior written consent of the Bond Bank to such replacement or (ii) the City provides for payment into the Bond Fund of one of the following (as the Council may determine in its sole discretion):

(a) an amount that will be in the same proportion of the net principal amount of Parity Bonds then outstanding (defined as the total principal amount of such bonds then outstanding less the amount of cash and investments in the Bond Fund) that the Lease Revenue attributable to the portion of the Courthouse Complex to be sold or disposed of for any consecutive thirty-six (36) of the forty-eight (48) months preceding such sale or disposition bears to total Lease Revenue for such period; or

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(b) an amount that will be in the same proportion of the net principal amount of all Parity Bonds then outstanding (as defined above) that the Net Revenue attributable to the portion of the Courthouse Complex to be sold or disposed of for any consecutive thirty-six (36) of the forty-eight (48) months preceding such sale or disposition bears to total Net Revenue for such period; or

(c) an amount that will be in the same proportion to the net principal amount of all Parity Bonds then outstanding (as defined above) that the book value of the portion of the Courthouse Complex sold or disposed of bears to the book value of all of the Courthouse Complex immediately prior to such sale or disposition; and

The City obtains a certificate from a Consultant to the effect that the portion of the Courthouse Complex remaining after such sale or disposition shall provide sufficient Lease Revenue to pay when due the principal of and interest on all Parity Bonds that remain outstanding.

Any such money so paid into the Bond Fund shall be used to retire Parity Bonds at the earliest possible date

Notwithstanding anything in this Section 16(B)(3) to the contrary, the City may sell or otherwise dispose of any real or personal property constituting part of the Courthouse Complex with a value less than 5% of the net book value of the Courthouse Complex or that has become unserviceable, inadequate, obsolete or unfit to be used in the operation of the Courthouse Complex, or no longer necessary, material to or useful in such operation, without making any deposit into the Bond Fund.

- (4) Annual Audit. That it will within a period of one hundred eighty (180) days following the close of each Fiscal Year cause an audit of the Revenue Fund and any other books and accounts of the Courthouse Complex to be made by an independent certified public accountant or firm of certified public accountants, which audit shall show the income and expenditures of the Courthouse Complex, the balance sheet as of the end of such Fiscal Year, comments in regard to the manner in which the City has carried out the requirements of this ordinance, a list and amount of insurance policies in force on any part of the Courthouse Complex, and the number and classification of Courthouse Complex customers.

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- (5) Insurance. That it will at all times carry fire and extended coverage, commercial general liability and property damage and such other forms of insurance with responsible insurers and with policies payable to the City for the full replacement value of the Courthouse Complex.

Section 17. Parity Bond Covenants.

The City hereby covenants with the owners of the Parity Bonds, including the Bonds:

- A) That at the time of the issuance of the Bonds there is no deficiency in the Bond Fund or any accounts therein.
- B) The Bonds shall be payable from the Bond Fund, in monthly payments as set forth in Section 12(B) of this ordinance.
- C) On the date of issuance of the Bond, amounts held in the Reserve Fund shall satisfy the Reserve Requirement.
- D) The issuance of the Bond results in a debt service savings and does not require an increase of more than \$5,000 in any year for Debt Service on the Bond or the Bond Bank has provided its written consent regarding the issuance of the Bond.

Section 18. Junior Lien Obligation.

Nothing contained in this ordinance shall prevent the City from issuing obligations payable from a lien on Lease Revenue that is junior and inferior to the lien thereon of the Parity Bonds.

Section 19. Tax Covenants.

The City covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bond from gross income for federal income tax purposes. The City covenants that it will make no use of the proceeds of the Bond which will cause the Bond or the Refunded Bonds to be "arbitrage bonds" subject to federal income taxation by reason of Section 148 of the Code. The City covenants that it will not take or permit any action that would cause the Bond to be "private activity bonds" as defined in Section 141 of the Code.

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Section 20. Amendatory and Supplemental Ordinances.

- A) The Council from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this ordinance, for any one or more of the following purposes:
1. To add to the covenants and agreements of the City in this ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City.
 2. To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this ordinance or in regard to matters or questions arising under this ordinance as the Council may deem necessary or desirable and not inconsistent with this ordinance and which shall not adversely affect the interests of the Registered Owners of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owner of the Bond at any time outstanding, notwithstanding any of the provisions of subsection (B) of this Section.

- B) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bond at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:
1. extend the fixed maturity of the Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owners of the Bond so affected; or
 2. reduce the aforesaid percentage of Registered Owners of the Bond required to approve any such supplemental ordinance without the consent of the Registered Owners of the Bond then outstanding.

Introduced by: City Manager Capela
Introduction Date: September 13, 2016
Public Hearing: September 27, 2016
Action:
Vote:

It shall not be necessary for the consent of the Registered Owners of the Bond under this subsection to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent approves the substance thereof.

- C) Upon the adoption of any supplemental ordinance under this Section, this ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all Registered Owners of the outstanding Bond shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental ordinance shall be deemed to be part of the terms and conditions of this ordinance for any and all purposes.
- D) Each Bond executed and delivered after the execution of any supplemental ordinance adopted under this Section may bear a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, a new Bond modified so as to conform, in the opinion of the City, to any modification of this ordinance contained in any such supplemental ordinance may be prepared by the City and delivered without cost to the Registered Owners of the Bond then outstanding, upon surrender for cancellation of such Bond in equal aggregate principal amounts.

Section 21. Exchange of Bond; Amendatory Loan Agreement.

The Bond shall be delivered to the Bond Bank in exchange for the Refunded Bond. The City has been advised by the Bond Bank that bond market conditions are fluctuating and that the most favorable market conditions for the sale of the Bond Bank Bonds may not occur on the date of a regular Council meeting. The Council has determined that it would be inconvenient to hold a special meeting on short notice to approve the terms of the Bond. Therefore, the Council hereby determines that it is in the best interest of the City to delegate the authority to approve the terms of the Bond as provided herein. Each of the City Manager and the City Finance Director is hereby authorized to determine the aggregate principal amount, principal installment amounts, interest rates, yields, dated date, principal and interest payment dates, and prepayment terms, if any, for the Bond, so that such terms of the Bond conform to the terms of the corresponding Bond Bank Bonds; provided that the interest rate on each principal installment of the Bond shall not exceed the interest rate on the corresponding maturity of the Bond Bank Bonds. Based upon the foregoing determination, the City Manager and the City Finance Director each is authorized to negotiate and execute an Amendatory Loan Agreement. The authority granted to the City Manager and City Finance Director by this Section shall expire one hundred eighty (180) days after the effective date of this ordinance. If the City Manager or City Finance Director has not executed an Amendatory Loan

Introduced by: City Manager Capela
Introduction Date: September 13, 2016
Public Hearing: September 27, 2016
Action:
Vote:

Agreement within one-hundred eighty (180) days from the effective date of this ordinance, the Amendatory Loan Agreement may not be executed on behalf of the City without further authorization from the Council.

Section 22. Official Statement.

The City Manager and City Finance Director are each hereby authorized to approve the form of the preliminary and the final Official Statement for the Bond Bank Bonds as each pertains to the City and the Bond.

Section 23. Authority of Officers.

The Mayor, the City Manager, the City Finance Director, and the City Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this ordinance, to the end that the City may carry out its obligations under the Bond and this ordinance.

Section 24. Miscellaneous.

No recourse shall be had for the payment of the principal of or the interest on the Bond or for any claim based thereon or on this ordinance against any member of the Council or officer of the City or any person executing the Bond. The Bond is not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the City, and does not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the City.

Section 25. Continuing Disclosure.

The City hereby covenants and agrees that it will execute and carry out all of the provisions of a Continuing Disclosure Certificate in form and substance satisfactory to the Bond Bank if execution and delivery of such Certificate is required by the Bond Bank. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default of the City's obligations under this ordinance or the Bond; however, the beneficial owner of any Bond or Bond Bank Bond may bring an action for specific performance, to cause the City to comply with its obligations under this Section.

Introduced by: City Manager Capela
Introduction Date: September 13, 2016
Public Hearing: September 27, 2016
Action:
Vote:

Section 26. Severability.

If any one or more of the provisions of this ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 27. Effective Date.

In accordance with Section 2.04.160(D) of the BMC, this ordinance shall be in full force and effect immediately upon its passage by the Bethel City Council.

**ENACTED THIS 11th DAY OF OCTOBER 2016, BY A VOTE OF ___ IN FAVOR
AND ___ OPPOSED.**

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Bond Debt Service
 Alaska Municipal Bond Bank
 Series 2007 III General Obligation Bethel Loan

Date	Principal	Rate	Interest	Total Interest	Total Payable
7/10/2007					
9/1/2007					
3/1/2008				116,125.64	116,125.64
9/1/2008	90,000.00	4.250%	1,912.50	90,487.50	180,487.50
3/1/2009				88,575.00	88,575.00
6/30/2009					
9/1/2009	120,000.00	4.250%	2,550.00	88,575.00	208,575.00
3/1/2010				86,025.00	86,025.00
6/30/2010					
9/1/2010	125,000.00	4.250%	2,656.25	86,025.00	211,025.00
3/1/2011				83,368.75	83,368.75
6/30/2011					
9/1/2011	130,000.00	4.250%	2,762.50	83,368.75	213,368.75
3/1/2012				80,606.25	80,606.25
6/30/2012					
9/1/2012	135,000.00	4.250%	2,868.75	80,606.25	215,606.25
3/1/2013				77,737.50	77,737.50
6/30/2013					
9/1/2013	140,000.00	4.375%	3,062.50	77,737.50	217,737.50
3/1/2014				74,675.00	74,675.00
6/30/2014					
9/1/2014	150,000.00	5.500%	4,125.00	74,675.00	224,675.00
3/1/2015				70,550.00	70,550.00
6/30/2015					
9/1/2015	155,000.00	5.500%	4,262.50	70,550.00	225,550.00
3/1/2016				66,287.50	66,287.50
6/30/2016					
9/1/2016	165,000.00	5.500%	4,537.50	66,287.50	231,287.50
3/1/2017				61,750.00	61,750.00
6/30/2017					
9/1/2017	175,000.00	5.000%	4,375.00	61,750.00	236,750.00
3/1/2018				57,375.00	57,375.00
6/30/2018					
9/1/2018	185,000.00	5.000%	4,625.00	57,375.00	242,375.00
3/1/2019				52,750.00	52,750.00
6/30/2019					
9/1/2019	190,000.00	5.000%	4,750.00	52,750.00	242,750.00
3/1/2020				48,000.00	48,000.00
6/30/2020					
9/1/2020	200,000.00	5.000%	5,000.00	48,000.00	248,000.00
3/1/2021				43,000.00	43,000.00
6/30/2021					

9/1/2021	210,000.00	5.000%	5,250.00	43,000.00	253,000.00
3/1/2022				37,750.00	37,750.00
6/30/2022					
9/1/2022	220,000.00	5.000%	5,500.00	37,750.00	257,750.00
3/1/2023				32,250.00	32,250.00
6/30/2023					
9/1/2023	235,000.00	5.000%	5,875.00	32,250.00	267,250.00
3/1/2024				26,375.00	26,375.00
6/30/2024					
9/1/2024	245,000.00	5.000%	6,125.00	26,375.00	271,375.00
3/1/2025				20,250.00	20,250.00
6/30/2025					
9/1/2025	255,000.00	5.000%	6,375.00	20,250.00	275,250.00
3/1/2026				13,875.00	13,875.00
6/30/2026					
9/1/2026	270,000.00	5.000%	6,750.00	13,875.00	283,875.00
3/1/2027				7,125.00	7,125.00
6/30/2027					
9/1/2027	285,000.00	5.000%	7,125.00	7,125.00	292,125.00
	3,680,000.00			2,263,263.14	5,943,263.14

BOND DEBT SERVICE

City of Bethel -- Refund GO 2007-3
 Alaska Municipal Bond Bank
 GO Bonds 2016 Series Three & Four
 Market Conditions as of August 10, 2016

Dated Date 11/03/2016
 Delivery Date 11/03/2016

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2016			7,000	7,000	
06/01/2017			45,000	45,000	
06/30/2017					52,000
12/01/2017			45,000	45,000	
06/01/2018			45,000	45,000	
06/30/2018					90,000
12/01/2018	165,000	3.000%	45,000	210,000	
06/01/2019			42,525	42,525	
06/30/2019					252,525
12/01/2019	165,000	4.000%	42,525	207,525	
06/01/2020			39,225	39,225	
06/30/2020					246,750
12/01/2020	175,000	4.000%	39,225	214,225	
06/01/2021			35,725	35,725	
06/30/2021					249,950
12/01/2021	180,000	4.000%	35,725	215,725	
06/01/2022			32,125	32,125	
06/30/2022					247,850
12/01/2022	185,000	5.000%	32,125	217,125	
06/01/2023			27,500	27,500	
06/30/2023					244,625
12/01/2023	200,000	5.000%	27,500	227,500	
06/01/2024			22,500	22,500	
06/30/2024					250,000
12/01/2024	210,000	5.000%	22,500	232,500	
06/01/2025			17,250	17,250	
06/30/2025					249,750
12/01/2025	215,000	5.000%	17,250	232,250	
06/01/2026			11,875	11,875	
06/30/2026					244,125
12/01/2026	230,000	5.000%	11,875	241,875	
06/01/2027			6,125	6,125	
06/30/2027					248,000
12/01/2027	245,000	5.000%	6,125	251,125	
06/30/2028					251,125
	1,970,000		656,700	2,626,700	2,626,700

SAVINGS

City of Bethel -- Refund GO 2007-3
 Alaska Municipal Bond Bank
 GO Bonds 2016 Series Three & Four
 Market Conditions as of August 10, 2016

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 11/03/2016 @ 1.9138793%
12/01/2016		7,000.00	-7,000.00		-6,989.64
03/01/2017	57,375.00		57,375.00		57,017.90
06/01/2017		45,000.00	-45,000.00		-44,507.47
06/30/2017				5,375.00	
09/01/2017	57,375.00		57,375.00		56,477.44
12/01/2017		45,000.00	-45,000.00		-44,085.60
03/01/2018	57,375.00		57,375.00		55,942.11
06/01/2018		45,000.00	-45,000.00		-43,667.73
06/30/2018				24,750.00	
09/01/2018	242,375.00		242,375.00		234,081.88
12/01/2018		210,000.00	-210,000.00		-201,851.13
03/01/2019	52,750.00		52,750.00		50,462.21
06/01/2019		42,525.00	-42,525.00		-40,487.41
06/30/2019				42,600.00	
09/01/2019	242,750.00		242,750.00		230,020.67
12/01/2019		207,525.00	-207,525.00		-195,708.62
03/01/2020	48,000.00		48,000.00		45,051.86
06/01/2020		39,225.00	-39,225.00		-36,640.91
06/30/2020				44,000.00	
09/01/2020	248,000.00		248,000.00		230,561.58
12/01/2020		214,225.00	-214,225.00		-198,215.37
03/01/2021	43,000.00		43,000.00		39,597.48
06/01/2021		35,725.00	-35,725.00		-32,741.85
06/30/2021				41,050.00	
09/01/2021	253,000.00		253,000.00		230,772.17
12/01/2021		215,725.00	-215,725.00		-195,837.25
03/01/2022	37,750.00		37,750.00		34,107.01
06/01/2022		32,125.00	-32,125.00		-28,886.96
06/30/2022				42,900.00	
09/01/2022	257,750.00		257,750.00		230,669.00
12/01/2022		217,125.00	-217,125.00		-193,389.24
03/01/2023	32,250.00		32,250.00		28,588.02
06/01/2023		27,500.00	-27,500.00		-24,261.57
06/30/2023				45,375.00	
09/01/2023	267,250.00		267,250.00		234,658.30
12/01/2023		227,500.00	-227,500.00		-198,806.93
03/01/2024	26,375.00		26,375.00		22,939.00
06/01/2024		22,500.00	-22,500.00		-19,475.85
06/30/2024				43,625.00	
09/01/2024	271,375.00		271,375.00		233,784.48
12/01/2024		232,500.00	-232,500.00		-199,342.88
03/01/2025	20,250.00		20,250.00		17,279.64
06/01/2025		17,250.00	-17,250.00		-14,649.77
06/30/2025				41,875.00	
09/01/2025	275,250.00		275,250.00		232,648.80
12/01/2025		232,250.00	-232,250.00		-195,371.46
03/01/2026	13,875.00		13,875.00		11,616.37
06/01/2026		11,875.00	-11,875.00		-9,894.70
06/30/2026				45,000.00	
09/01/2026	283,875.00		283,875.00		235,411.83
12/01/2026		241,875.00	-241,875.00		-199,629.19
03/01/2027	7,125.00		7,125.00		5,852.61
06/01/2027		6,125.00	-6,125.00		-5,007.29
06/30/2027				43,000.00	
09/01/2027	292,125.00		292,125.00		237,682.67
12/01/2027		251,125.00	-251,125.00		-203,353.03
06/30/2028				41,000.00	
	3,087,250.00	2,626,700.00	460,550.00	460,550.00	422,421.19

Savings Summary

PV of savings from cash flow	422,421.19
Less: Prior funds on hand	-299,750.00
Plus: Refunding funds on hand	217,932.68
Net PV Savings	340,603.87

Introduced by: City Manager, Ann K. Capela
Date: September 27, 2016
Public Hearing: October 11, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-29

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM ALASKA VILLAGE ELECTRIC COOPERATIVE, INC INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** a portion of Lot 6, U.S. Survey 4117, located in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9" W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Introduced by: City Manager, Ann K. Capela
Date: September 27, 2016
Public Hearing: October 11, 2016
Action:
Vote:

A portion of Lot 6, U.S. Survey 4117 being more particularly described by metes and bounds as follows:

Beginning at the southeast corner of said Lot 6, being the True Point of Beginning for this description; thence on the southerly line thereof N79°08'26"W 35.87 feet; thence departing said line N10°53'24"E 732.70 feet to the northerly line of said Lot 6; thence on said line S87°12'08"E 22.56 feet to the northeast corner of said Lot 6; thence on the easterly line thereof S09°45'57"W 585.32 feet to a point common with Lot 50 and Lot 55 of U.S. Survey 4117; thence continuing on said east line of Lot 6 S10°06'22"W 150.66 feet to the True Point of Beginning. Said easement embraces an area of 22.642 square feet, more or less as calculated from said courses and distance.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

SECTION 1. Classification. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **ALASKA VILLAGE ELECTRIC COOPERATIVE, INC.** hereinafter called Grantor, whose address is 4831 Eagle Street, Anchorage, AK 99503, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

A portion of Lot 6, U.S. Survey 4117, located in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 6, U.S. Survey being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of said Lot 6, thence on the southerly line thereof N79°08'26"W 20.45 feet to the True Point of Beginning for this description; thence continuing on said line N79°08'26"W 15.00 feet; thence departing said line N11°43'17"E 544.84 feet; thence N08°30'04"E 188.14 feet to the northerly line of said Lot 6; thence on said line S87°12'08"E 22.09 feet to the northeast corner of said Lot 6; thence on the easterly line thereof S09°45'47"W 109.67 feet; thence departing said line S11°43'07"W 626.28 feet to the True Point of Beginning. Said easement embraces an area of 11,826 square feet, more or less as calculated from said courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore.

City acknowledges the existence of Grantor's facilities located within this Public Utility Easement and that Grantor may install additional facilities at the discretion of the Grantor. It is hereby expressly understood and agreed that this Grant of Easement, consistent with City's rights hereby acquired, shall not affect, impair, or interfere with Grantor's access or ability to construct, improve, maintain and repair Grantor's facilities within said easement.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any of the Grantor's structures on the easement. Grantor agrees not to interfere with any ~~lateral support(s) in the area covered by the easement, and will not excavate or place fill~~ of City's facilities in the areas covered by the easement.

~~City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement. City agrees to hold Grantor harmless and to indemnify and defend Grantor, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from City's activities or activities by any person on said property in or on any structures on the easement.~~ City agrees not to interfere with any of Grantor's facilities in the area covered by the easement, and will temporarily support, brace and protect Grantor's facilities during the City's construction and maintenance activities, so as not to disrupt the Grantor's use of said facilities.

Grantor shall not unduly withhold permission to the City for free ingress and egress to the easement across Grantor's property. Unless in case of an emergency, denoted by threat of loss of life or substantial property damage, the City shall request permission from the Grantor for ingress and egress across the Grantor's property.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

ALASKA VILLAGE ELECTRIC COOPERATIVE, INC

By: _____
Meera Kohler, President

By: _____
Phyllis Clough, Secretary

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
_____ Judicial District)

On this _____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Meera Kohler**, President of Alaska Village Electric Cooperative, Inc., the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

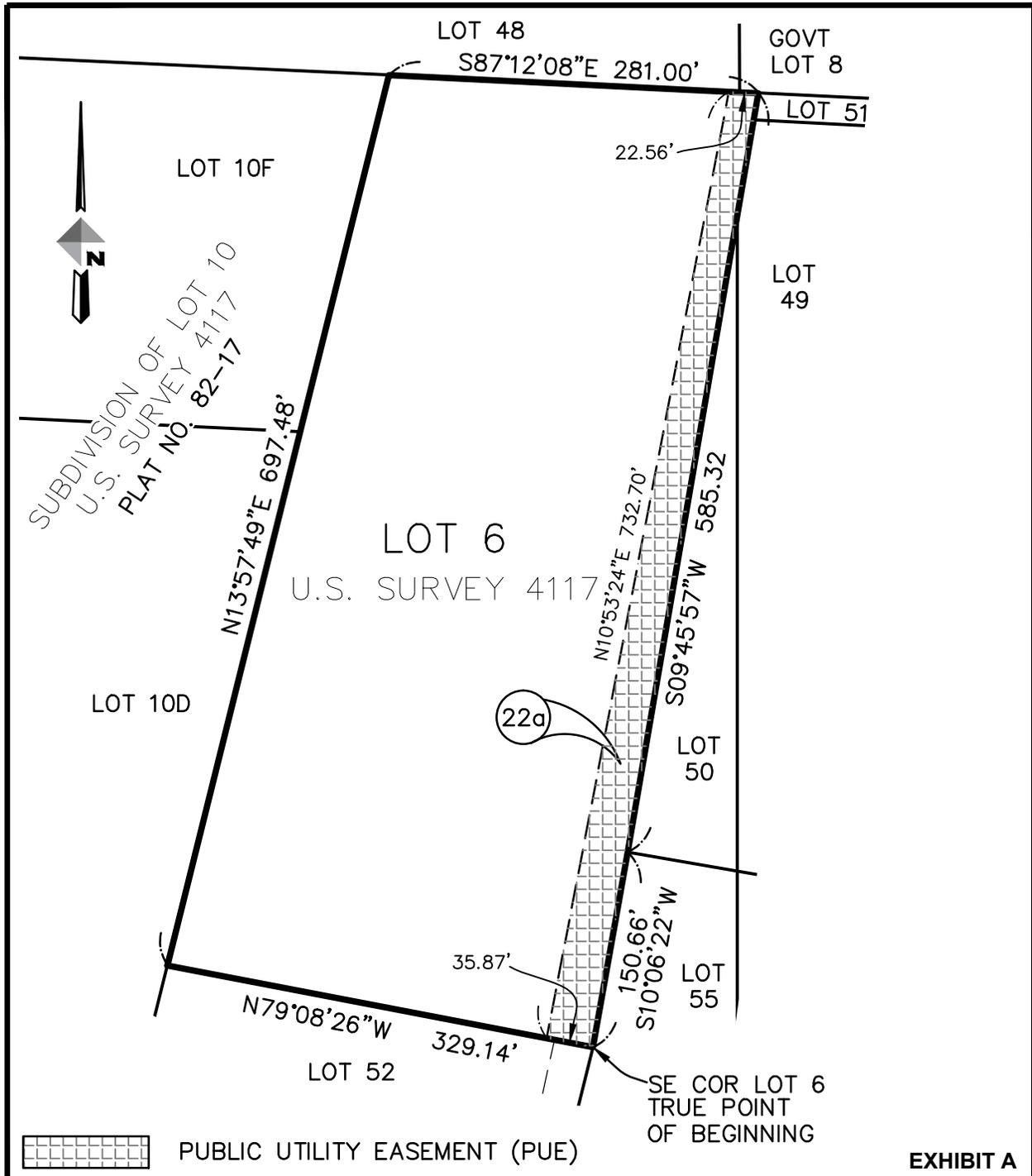
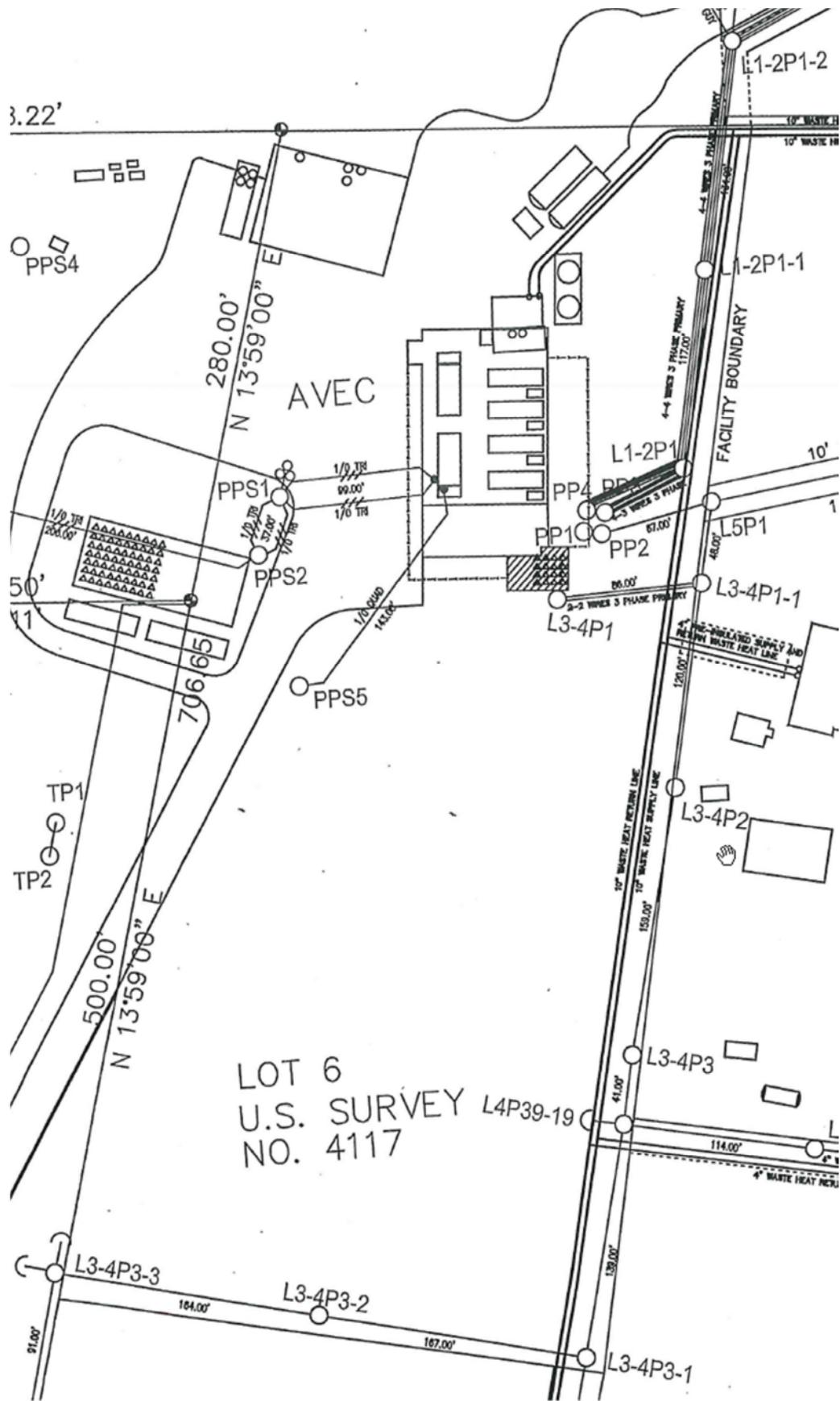


EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±217,504 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>6</u> DATED _____	SCALE: 1"=120'	DATE: SEPT 2016 PARCEL No. 22a



Introduced by: City Manager, Ann K. Capela
Date: September 27, 2016
Public Hearing: October 11, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-30

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM WALSH & Co., INC INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** That portion of Lot 3, U.S. SURVEY 4117, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies Easterly of the Easterly State Right-Of-Way line, as said line is described in the deed to the State of Alaska, recorded December 3, 1968, in Book 16 at Page 351, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W

Introduced by: City Manager, Ann K. Capela
Date: September 27, 2016
Public Hearing: October 11, 2016
Action:
Vote:

a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4117 being more particularly described as the westerly 15 feet of said Lot 3. Said easement embraces an area of 3,889 square feet, more or less as calculated from said courses and distances.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between Walsh & Co., Inc. the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

SECTION 1. Classification. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **WALSH & CO., INC.**, hereinafter called **Grantor**, whose address is 3900 Arctic Boulevard, Anchorage, Alaska 99503, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant these easements and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 3, U.S. SURVEY 4117, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies Easterly of the Easterly State Right-Of-Way line, as said line is described in the deed to the State of Alaska, recorded December 3, 1968, in Book 16 at Page 351.

Said easement is depicted on the Parcel Map attached hereto as Page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4117 being more particularly described as the westerly 15 feet of said Lot 3. Said easement embraces an area of 3,889 square feet, more or less as calculated from said courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utility Lines and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

Grantor shall not unduly withhold permission to the City for free ingress and egress to the easement across Grantor's property. Unless in case of an emergency, denoted by threat of loss of life or substantial property damage, the City shall request permission from the Grantor for ingress and egress across the Grantor's property.

~~Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property for construction of the Utilities for only that time period necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.~~

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

WALSH & CO., INC.

By: _____
Beverly H. Walsh, President

By: _____
Sharen Walsh-Webster, Secretary

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Third Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Beverly H. Walsh**, President of Walsh & Co., Inc., the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss:
Third Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Sharen Walsh-Webster**, Secretary of Walsh & Co., Inc., the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

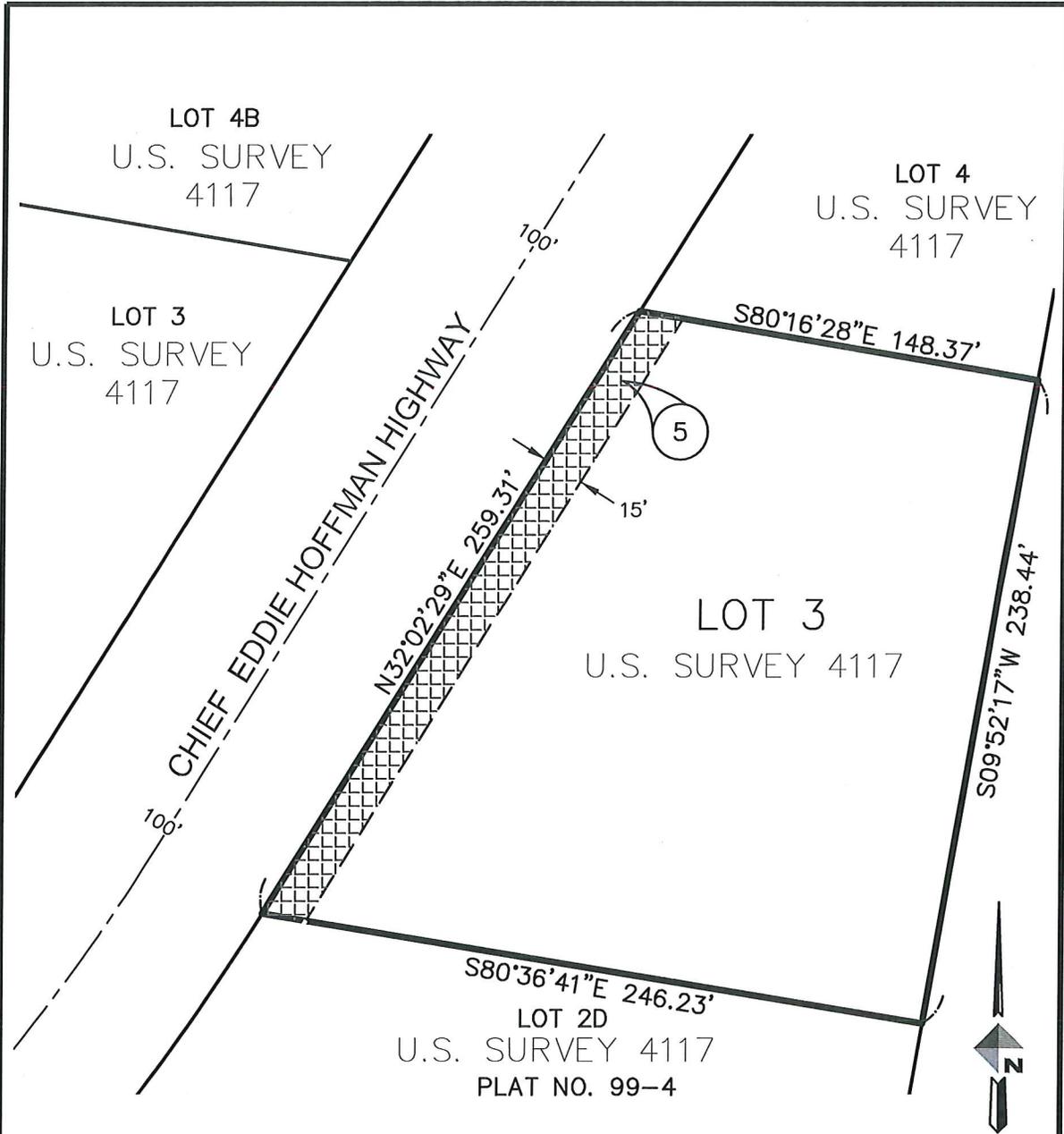
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-___, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Pete Williams, City Manager

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ± 47,150 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	ROW ACQUISITION AREA: ± 3,889 S.F.	SCALE: 1"=60'
		DATE: SEPT 2016 PARCEL No. 5	

Introduced by: Vice- Mayor Maczynski
Date: September 13, 2016
September 27, 2016
October 11, 2016
Action:
Vote:

CITY OF BETHEL

Resolution # 16-27

A RESOLUTION SUPPORTING THE DEVELOPMENT OF BETHEL AIRPORT IMPROVEMENTS

WHEREAS, the City of Bethel is a 2nd Class Incorporated Community; and

WHEREAS, the Bethel City Council is the recognized governing body for the City of Bethel; and

WHEREAS, the Bethel airport is a needed part of the local infrastructure that will serve both the social and economic needs of Bethel and the Yukon/Kuskokwim Delta; and

WHEREAS, the Bethel airport is in need of improvements to increase the efficiency and safety for aircraft and airport operations and maintenance; and

WHEREAS, the State of Alaska Department of Transportation and Public Facilities is committed to work closely with the City of Bethel to plan and design the airport improvement project.

NOW THEREFORE BE IT RESOLVED THAT the City of Bethel City Council fully supports the State of Alaska's efforts to implement improvements at the Bethel Airport.

PASSED AND APPROVED THIS 11th DAY OF OCTOBER 2016, BY A ____ VOTE IN FAVOR AND A ____ VOTE IN OPPOSITION.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

Resolution # 16-27

WHEREAS, The Bethel City Council (hereinafter BCC) is the Legislative body of the City of Bethel, Alaska; and

WHEREAS; The City of Bethel is a 2nd Class Incorporated Community; and

WHEREAS; The Bethel airport is a needed part of the local infrastructure that will serve both the social and economic needs of Bethel and the Yukon/Kuskokwim Delta; and

WHEREAS; The Bethel airport is in need of improvements to increase the efficiency and safety for aircraft and airport operations and maintenance; and

WHEREAS; The State of Alaska Department of Transportation and Public Facilities is committed to work closely with the City of Bethel to plan and design the airport improvement project in accordance to the BMC Chapter 12.5 Complete Streets;

City of Bethel Action Memorandum

Action memorandum No.	16-66		
Date action introduced:	September 27, 2016	Introduced by:	Ann K. Capela
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Authorize the City Manager to sign the Statewide Transportation Alternatives Program FY 2013-2016 grant agreement to accept grant funds to construct a gravel trail.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration		Recommend approval.
<input checked="" type="checkbox"/>	Finance		Recommend approval.
<input checked="" type="checkbox"/>	Public Works		Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): MOA; Operation & Maintenance Plan; map.

Amount of fiscal impact:		Account information:
X	No fiscal impact	\$319,999 grant funding
	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required.	

Summary Statement

The City of Bethel worked closely with the Yukon Kuskokwim Health Corporation to plan and design a pedestrian and bicycle trail that would run from the hospital door to the north side of YKHC property and then across the tundra to City Subdivision. The trail would be an on-ground sand and gravel trail with no pilings and limited use of wood. Whereas, this trail is slated to come out in City Subdivision where the snowmachine trail comes out on Akiachak near the blue bus stop, an alternative is being discussed that would have the trail exit on KUC property by the dorms. It cannot exit where the boardwalk comes into KUC because it cannot go over standing bodies of water. The grantor is amenable to a slight change in the path of the trail.

In a Memorandum of Agreement between the City and YKHC, YKHC agreed to provide \$80,001 in cash match for the City to receive \$319,999 in grant funds. See MOA.

The City of Bethel completed an operation and maintenance plan for the trail. See attached.

A map of the proposed trail is attached.

Introduced by: City Manager Capela
Date: June 14, 2016
Action: Adopted
Vote: 6-0

CITY OF BETHEL

Resolution # 16-22

SUPPORT AND APPROVAL FOR CITY OF BETHEL TO PURSUE FUNDING FROM THE STATEWIDE TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, Bethel is the largest rural Alaska town off the road system with 6,275 residents and thousands of visitors and temporary residents from nearby villages;

WHEREAS, Bethel is a highly transient community with 35% of the community in low-moderate income status, a low vehicle ownership rate, and a 15% unemployment rate;

WHEREAS, many residents and visitors in Bethel walk from place to place out of necessity;

WHEREAS, safe, off-road pedestrian pathways offer a convenient alternative to walking alongside the Chief Eddie Hoffman Highway and other roadways that contain vehicles, four-wheelers, snowmobiles, and motorcycles;

WHEREAS, the City of Bethel is eligible to apply for pedestrian trail funding from the FY 2013-2016 Statewide Transportation Alternatives Program;

WHEREAS, the Yukon Kuskokwim Health Corporation and the City of Bethel are collaborating on the development of a gravel trail that would run from the existing hospital to the Kuskokwim Campus of the University of Alaska Fairbanks;

WHEREAS, the trail must be ADA-compliant and the City is working to achieve that outcome;

WHEREAS, YKHC is expected to contribute the 20% cash match required by the grant and the City will donate sand from its sand pit;

WHEREAS, YKHC will operate and maintain any trail constructed on YKHC property;

WHEREAS, the City will operate and maintain any trail constructed on City property and on the property of other entities in which right-of-ways are obtained;

Introduced by: City Manager Capela
Date: June 14, 2016
Action: Adopted
Vote: 6-0

Whereas, the completion of a new gravel trail on the ground will offer a safe, convenient route between the hospital, primary care center, and hospital housing to the college campus, college dormitories, cultural center, and City Hall.

WHEREAS, various methods will be used to limit the trail to pedestrians and bicycles with no motor vehicles;

WHEREAS, the deadline to prepare and submit a grant application is June 30, 2016;

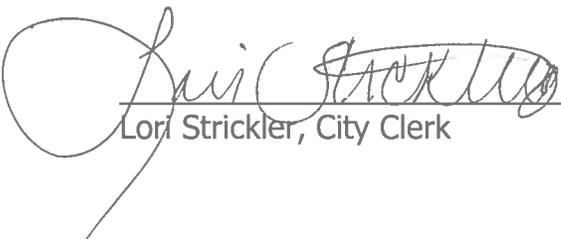
NOW, THEREFORE, BE IT RESOLVED that the Bethel City Council supports and approves of the City preparing and submitting a grant application to the Statewide Transportation Alternatives Program to request funding to develop a new trail from the hospital to the Kuskokwim Campus of the University of Alaska Fairbanks;

ENACTED THIS 14th DAY OF JUNE 2016 BY A VOTE OF 6 IN FAVOR AND 0 OPPOSED.



Richard Robb, Mayor

ATTEST:



Lori Strickler, City Clerk

New Business

CITY OF BETHEL, ALASKA

Ordinance #16-31

An Operation of Snow Machines and ATV's on Bethel Roads

WHEREAS, snow machines are used by many people of Bethel for winter transportation, subsistence hunting and gathering, trapping;

WHEREAS, all-terrain Vehicles (ATVs) are used by many people of Bethel for year round low cost transportation, subsistence hunting and gathering;

WHEREAS, snow machines and ATVs are used by many members of neighboring communities to travel to and from Bethel for shopping, to receive health care, to visit, and other reasons;

WHEREAS, snow machines and ATVs are part of a way of life for many people of Bethel and our neighboring communities. They have been so since they first came to our community many years ago;

WHEREAS, there is a concern by all for public safety, and some operators of snow machines and ATVs do so in an unsafe manner;

WHEREAS, passed in September 2006, Ordinance 06-21 allowed for some reasonable requirements for operation of Snow machines and ATV's on City Streets;

WHEREAS, Ordinance 13-17, passed in June 2013, deleted most Bethel traffic laws and adopted state statute;

WHEREAS, an unintended consequence of Ordinance 13-17 was superseding operating requirements of snow machines and ATVs on city roads;

WHEREAS, from many locations and houses in Bethel, one cannot travel to/from a destination to/from a trail head without going on a city road, at least for a short distance.

WHEREAS, a total ban on operation of a snow machine or ATV on Bethel roads will negatively impact the way of life for many citizens of Bethel;

Introduced by: Mayor Richard Robb
Introduction Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

WHEREAS, a total ban on operation of snow machines and ATVs on Bethel roads will negatively impact people from neighboring communities coming to Bethel for shopping and other services;

WHEREAS, a total ban on operation of snow machines and ATVs on Bethel roads will negatively impact our local economy, as the local economy is dependent upon visitors from neighboring communities;

NOW, THEREFORE BE IT ENACTED by the City Council of Bethel Alaska as follows:

SECTION 1. Classification. This ordinance is of permanent nature and shall be codified within the Bethel Municipal Code.

SECTION 2. Amendment: Bethel Municipal Code 10.03 is amended, new language is underlined, removed language is stricken.

10.03.10 Definitions.

- A. "All-Terrain Vehicle" (ATV) means a vehicle with three or more low-pressure, flotation-type tires, as designed by the manufacturer or altered, to be used as an off-road recreational vehicle. (AS 45.27.390)
- B. "Low-speed vehicles" means a motor vehicle that has four (4) wheels, that was manufactured to be capable of propelling itself and achieving a minimum speed of twenty (20) miles an hour.
- C. "Snow machines" means a motorized vehicle with a gross vehicle weight under 1,300 pounds propelled by a track system designed to move a person over snow or ice, and includes a snowmobile (AS 45.27.390).

~~10.03.010~~ 10.03.020 Operation of low speed vehicles.

A. Low-speed vehicles are authorized within the city of Bethel, subject to the provisions of all state and municipal laws and ordinances.

B. Low-speed vehicles that operate or cross a city street or state highway may not be modified to have a maximum speed greater than twenty-five (25) miles per hour.

~~C. "Low-speed vehicles" means a motor vehicle that has four (4) wheels, that was manufactured to be capable of propelling itself and achieving a minimum speed of twenty (20) miles an hour.~~

D. C. Low-speed vehicles must meet weight, equipment, safety standards, vehicle registration and insurance requirements set by the Department of Motor Vehicles.

10.03.030 Operation of Snow Machines.

A. Snow machines are permitted to operate on city streets subject to following rules and regulations:

1. Snow machines must comply with all City of Bethel and State of Alaska traffic laws and ordinances.
2. Snow machines must be registered through the Division of Motor Vehicles and proof of registration must be displayed in the designated location on the vehicle.
3. Snow machines must have liability insurance, and proof of insurance must be presented upon demand.
4. While driving on a city road, snow machines
 - a. Must stay on the correct side of the lane of traffic, except when crossing the road;
 - b. May not pass other moving vehicles;
 - c. May not weave in and out of traffic;
 - d. May not operate in any other manner that may be considered careless, reckless, or negligent.
5. The speed limit for a snow machine on a city road is 15 miles per hour.
6. The speed limit in a parking lot or an area congested with pedestrians is 5 miles per hour.

10.03.40 Operation of All Terrain Vehicles (ATVs)

A. ATVs are permitted to operate on city streets under the following conditions:

1. ATV's must comply with all City of Bethel and State of Alaska traffic laws and ordinances.
2. ATV's must be registered through the Division of Motor Vehicles and proof of registration must be displayed in the designated location on the vehicle.
3. Vehicles must have liability insurance, and proof of insurance must be presented upon demand.
4. While driving on a city road, ATV's:
 - a. Must stay on the correct side of the lane of traffic except when crossing the road;
 - b. May not pass other moving vehicles;
 - c. May not weave in and out of traffic;
 - d. May not operate in any other manner that may be considered careless, reckless, or negligent.
 - e. Must be under 1500 pounds (including cargo)
5. The speed limit for an ATV on a city road is 15 miles per hour.

Introduced by: Mayor Richard Robb
Introduction Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

6. The speed limit in a parking lot or an area congested with pedestrians is 5 miles per hour.

10.03.050 Snow Machine and ATV Driver qualifications

- A. Operators of ATVs and Snow machines on city roads must be 18 years of age or older unless:
 1. The minor operator has a valid driver's license, or
 2. The minor operator is accompanied by a parent, legal guardian or other person at least twenty-one (21) years of age who possesses a valid Alaska driver's license within 100 feet or at a reasonable safe distance depending on the conditions of the terrain.
 3. Minor operators must travel the shortest reasonable distance along city roads to get to/from destination or a trail head.
 4. Minor operators must wear approved helmets.

10.03.060 Penalties

Unless otherwise stated in Alaska statute, violations of this chapter are infractions subject to general penalties under Bethel Municipal Code section 1.08.010 General penalty.

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.

ENACTED THIS _ DAY OF October 2016, BY A VOTE OF _ IN FAVOR AND _ OPPOSED.

ATTEST:

Richard Robb, Mayor

Lori Strickler, City Clerk
Lori Strickler, City Clerk

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-32

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM KIPUSVIK, LLC INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** Tract 3, BNC INDUSTRIAL PARK, according to the official plat thereof, filed under Plat Number 2012-3, in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

A portion of Tract 3, BNC Industrial Park Subdivision, filed as Plat No. 2012-3, in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described by metes and bounds as follows:

Beginning at the most westerly southwest corner of said Tract 3 being the True Point of Beginning for this description; thence on the westerly line thereof, N32°02'29"E 329.60 feet to the southwest corner of a public utility easement recorded by instrument under Serial No. 2016-000350-0 in the Bethel Recording District, Fourth Judicial District, State of Alaska; thence on the southerly line thereof N40°44'06"E 99.24 feet; thence departing said line S32°02'29"W 437.57 feet to the southwesterly line of said Tract 3; thence on said line N24°37'03"W 17.96 feet to the True Point of Beginning. Said easement embraces an area of 5,754 square feet, more or less as calculated from said courses and distances.

This easement is subject to an existing electric easement.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

SECTION 1. Classification. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **KIPUSVIK LLC**, hereinafter called Grantor, whose address is P.O. Box 719, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant an easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Tract 3, BNC INDUSTRIAL PARK, according to the official plat thereof, filed under Plat Number 2012-3, in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska;

EXCEPTING THEREFROM the subsurface estate and all rights, privileges, immunities and appurtenances of whatsoever nature accruing unto said estate pursuant to the Alaska Native Claims Settlement Act of December 18, 1971 (85 Stat 688, 704; 43 USC 1601, 1613(f) (1976) as reserved by the United States of America in the Patent of said land.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Tract 3, BNC Industrial Park Subdivision, filed as Plat No. 2012-3, in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described by metes and bounds as follows:

Beginning at the most westerly southwest corner of said Tract 3 being the True Point of Beginning for this description; thence on the westerly line thereof, N32°02'29"E 329.60 feet to the southwest corner of a public utility easement recorded by instrument under Serial No. 2016-000350-0 in the Bethel Recording District, Fourth Judicial District, State of Alaska; thence on the southerly line thereof N40°44'06"E 99.24 feet; thence departing said line S32°02'29"W 437.57 feet to the southwesterly line of said Tract 3; thence on said line N24°37'03"W 17.96 feet to the True Point of Beginning. Said easement embraces an area of 5,754 square feet, more or less as calculated from said courses and distances.

This easement is subject to an existing electric easement.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

KIPUSVIK, LLC

By: _____
Anastasia Hoffman, Manager
Bethel Native Corporation, Member

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this _____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Anastasia Hoffman, Manager** of Kipusvik, LLC, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that she executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

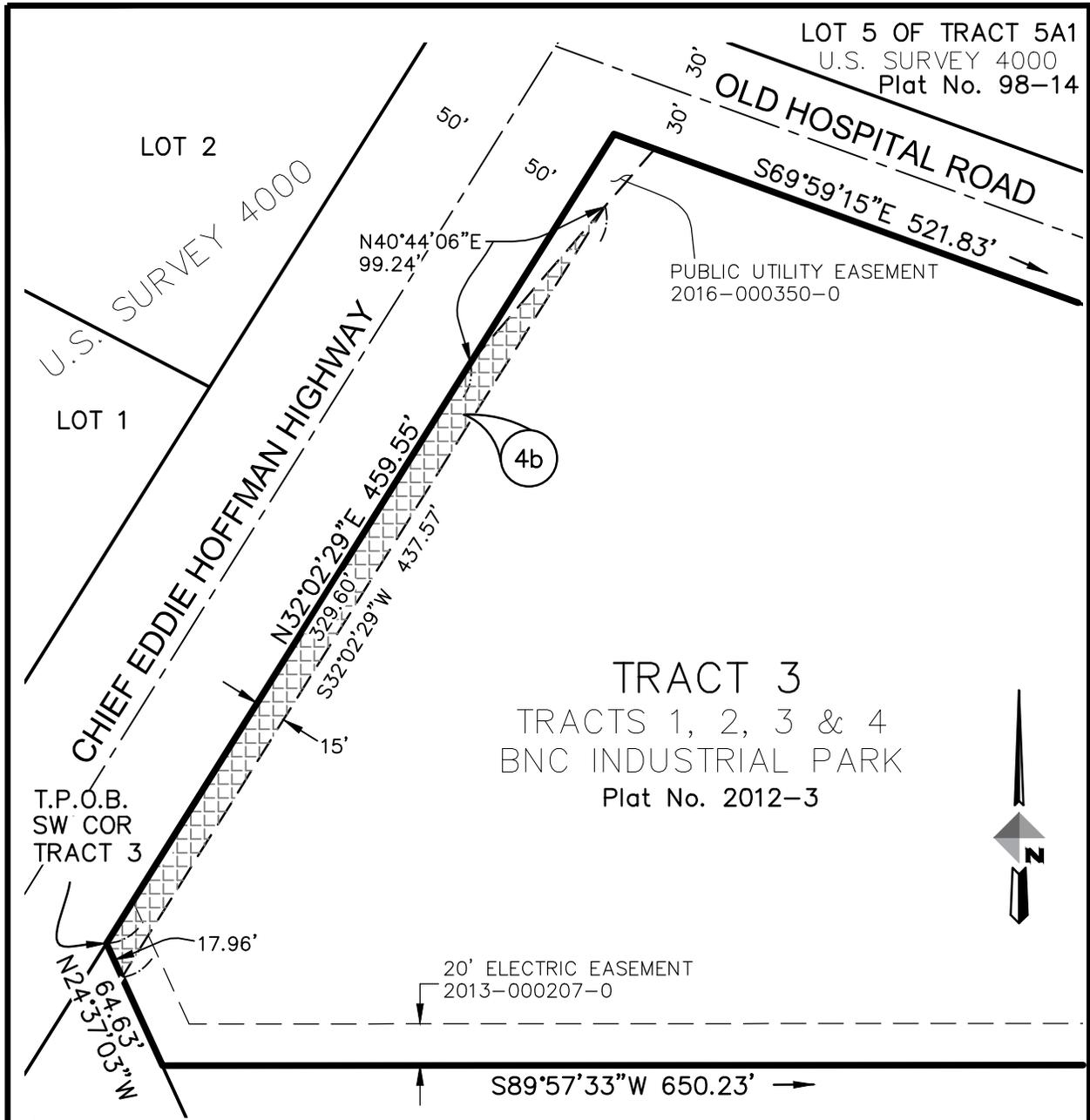
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, after a review by the planning commission and a majority vote of the city council, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Pete Williams, City Manager

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



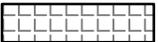
T.P.O.B. TRUE POINT OF BEGINNING
 PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ± 229,200 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	SCALE: 1"=80'	DATE: SEPT 2016 PARCEL No. 4b

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-33

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EASEMENTS/LAND FOR UTILITY EASEMENTS FROM BETHEL NATIVE CORPORATION (BNC) INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** That portion of Lot 4, U.S. Survey No. 4117, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies Easterly of the Easterly Right-of-Way line, as said line is described in the Right-of-Way Grant to the State of Alaska, recorded May 26, 1969 in Book 17 at Page 31.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows:

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

The Basis of Bearing for this description is a local plan bearing between NGS Station BET C and NGS BET B. NGS Station BET B bears S25°43' 20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694,8219 E. U.S. Survey Feet.

A portion of Lot 4, U.S. Survey 4117 being more particularly described as the westerly 15 feet of said Lot 4. Said easement embraces an area of 3,454 square feet, more or less.

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel "CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

SECTION 1. Classification. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **BETHEL NATIVE CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 719, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant an easement and right-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 4, U.S. SURVEY NO. 4117, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies Easterly of the Easterly State Right-of-Way line, as said line is described in the Right-of-Way Grant to the State of Alaska, recorded May 26, 1969 in Book 17 at Page 31.

Said easement is depicted on the Parcel Map attached hereto as Page 4 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 4, U.S. Survey 4117 being more particularly described as the westerly 15 feet of said Lot 4. Said easement embraces an area of 3,454 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property

in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

City shall indemnify Grantor from all liability, claims, demands, suits and costs, arising in whole or in part, from any damages or other claims resulting directly from the City's ingress and egress on Grantor's property during any construction, reconstruction, alteration, operation, replacement, relocation, maintenance or repair of the City owned structures or direct City access to the easement.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

BETHEL NATIVE CORPORATION

By: _____
Anastasia Hoffman, President

By: _____
Donna Lindsey, Secretary

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Anastasia Hoffman**, President of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Donna Lindsey**, Secretary of Bethel Native Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

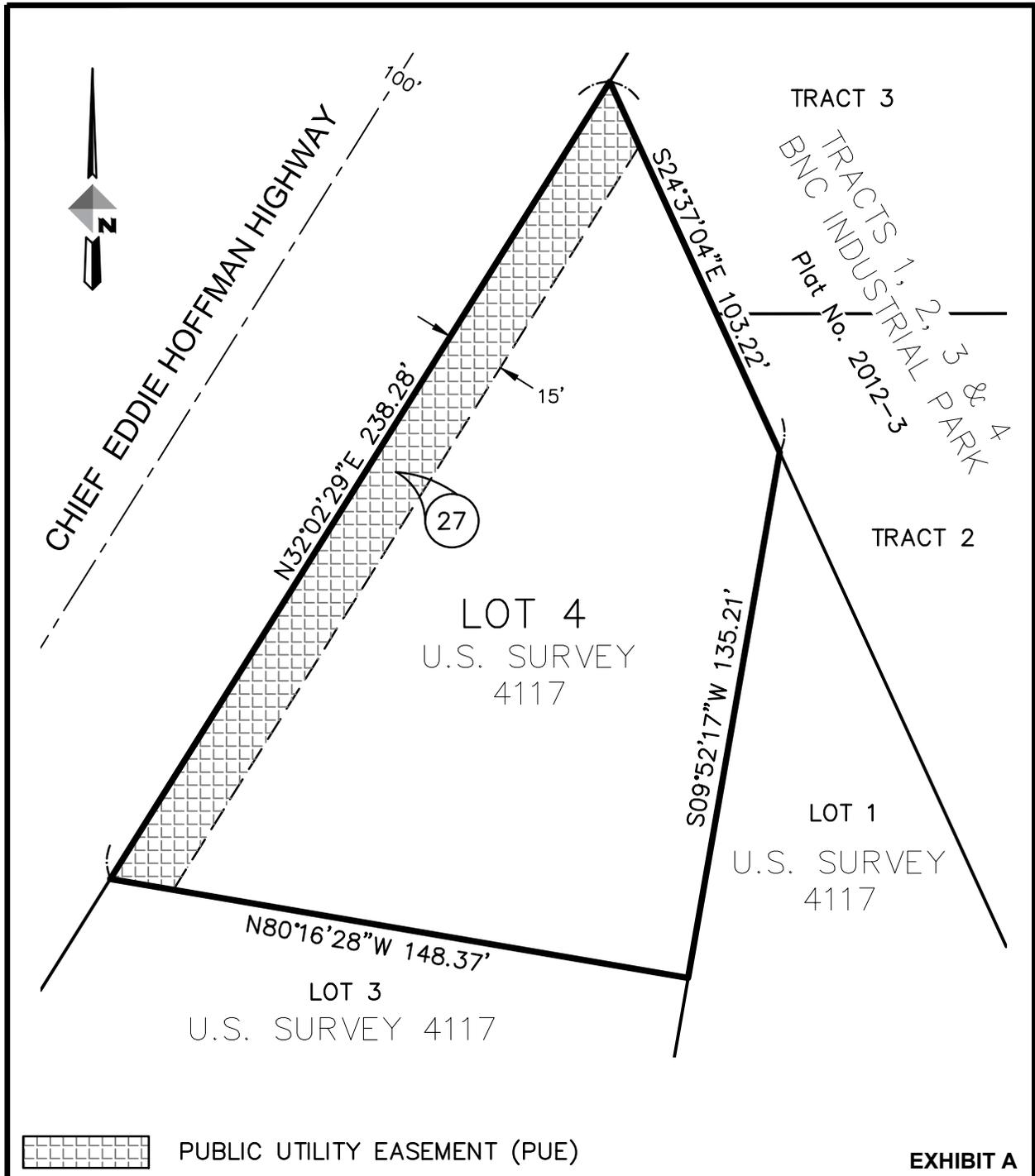
CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, after a review by the planning commission and a majority vote of the city council, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Pete Williams, City Manager

After Recording Return to:
City of Bethel
P.O. Box 1388
Bethel, AK 99559



CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ± 20,303 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	SCALE: 1"=40'	ROW ACQUISITION AREA: ± 3,454 S.F.
		DATE: SEPT 2016 PARCEL No. 27	

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #16-34

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTEREST IN EIGHT (8) EASEMENTSS FROM YUKON-KUSKOKWIM HEALTH CORPORATION (YKHC) INVOLVING INSTITUTIONAL CORRIDOR (I.C.) PIPED WATER SUPPLY AND SEWER COLLECTION PROJECT

- Whereas,** the City of Bethel "City" has a grant from the state of Alaska (designated legislative grant). To provide for water and sewer improvements known as institutional corridor piped water supply and sewer collection project;
- Whereas,** the City has arranged for a multi-phase project to supply water and collect sewer through the following described real property, including alignment of mains and service lines and other utilities through the easements and right-of-ways in perpetuity;
- Whereas,** the City needs to acquire these various easements across the properties involved in the I.C. water/Sewer project;
- Whereas,** the proposed various easements are in the public interest because the easements allow the City the land necessary for placement of different utility lines for its Projects;
- Whereas,** in accordance with Section 4.08.02 of Bethel Municipal Code, the City Council hereby authorize the acquisition of these easements, in the forms as set forth in this ordinance;
- Whereas,** Easement #1: (Parcel 2) Lot 3B, of Tract 5A1, U.S. SURVEY 4000, according to Plat 99-1, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

A portion of Lot 3B, Tract 5A1, U.S. Survey 4000 filed as Plat No. 99-1 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 3B. Said easement embraces an area of 1,910 square feet, more or less.

Easement #2: (Parcel 3) Lot 5, of Tract 5A1, U.S. SURVEY 4000, according to Plat 98-14, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 5, Tract 5A1, U.S. Survey 4000 filed as Plat No. 98-14 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 5. Said easement embraces an area of 7,149 square feet, more or less.

Easement #3: (Parcel 16) That portion of Lot 3, U.S. SURVEY 4117, WEST ADDITION TO BETHEL, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies westerly of the westerly State Right-of-Way line, as said line is described in the deed to the State of Alaska, recorded December 3, 1968, in Book 16 at Page 351, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4117 being more particularly described as the north 15 feet of said Lot 3. Said easement embraces an area of 9,573 square feet, more or less.

Easement #4: (Parcel 17B) That portion of Lot 4C, Subdivision of Lot 4, Survey No. 4117, according to Plat No. 84-18 and 84-20, lying within Lot 54, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:
The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 54, U.S. Survey 4117 being more particularly described as the most northerly north 30 feet of said Lot 54. Said easement embraces an area of 3,998 square feet, more or less.

This easement is subject to existing waste heat line and electric easements.

Easement #5: (Parcel 19A) Lot 52, U.S. SURVEY 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Excepting therefrom the subsurface estate as reserved in Deed recorded on December 19, 1985, at Book 42, Page 526, located in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 52, U.S. Survey 4117 being more particularly described as the east 36.00 feet of said Lot 52. Said easement embraces an area of 3,105 square feet, more or less.

This easement is subject to existing waste heat line, electric, sewer and water easements.

Easement #6: (Parcel 19B): That portion of Lot 4C, Subdivision of Lot 4, U.S. Survey No. 4117, according to Plat No. 84-18 and 84-20, lying within Lot 55, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

Excepting therefrom the subsurface estate as reserved in Deed recorded on December 19, 1985, at Book 42, Page 526, in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 55, U.S. Survey 4117 being more particularly described as the north 30.00 feet of said Lot 55. Said easement embraces an area of 2,608 square feet, more or less.

This easement is subject to existing waste heat line and electric easements.

Easement #7: (Parcel 19C) Lot 50, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Excepting therefrom the subsurface estate as reserved in Deed recorded on December 19, 1985, at Book 42, Page 526, in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 50, U.S. Survey 4117 being more particularly described by metes and bounds as follows:

Commencing at the north corner of said Lot 50; thence on the west line thereof S09°45'57"W 205.05 feet to the centerline of a 20 foot waste heat line easement as shown on the Plat of Waste Line Easement into Lot 5 of USS 4117 filed as Plat No. 95-3, in the Bethel Recording District, Fourth Judicial District, State of Alaska being the True Point of Beginning for this description; thence on said centerline S73°35'06"E 36.24 feet to the east line of Lot 50; thence on said line S00°00'17"W 10.42 feet to a point on the south line of said waste heat line

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

easement; thence on said south line $N73^{\circ}35'06''W$ 38.02 feet to the west line of Lot 50; thence on said line $N09^{\circ}45'57''E$ 10.07 feet to the True Point of Beginning for this description. Said easement embraces an area of 371 square feet, more or less, as calculated from said courses and distances.

This easement lies entirely within an existing waste heat line easement.

Easement #8: (Parcel 24B) Lot 2, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey Plat thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska, more particularly described as:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears $S 25^{\circ}43'20.9''W$ a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 2, U.S. Survey 4000 being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Lot 2, being the True Point of Beginning for this description; thence on the east line thereof $S24^{\circ}33'37''E$ 331.54 feet to the southeast corner of said Lot 2 also being a point on a non-tangent curve concave to the southeast having a radius of 766.20 feet and whose center bears $S04^{\circ}26'22''W$; thence on the southerly line thereof, southwesterly on said curve 834.43 feet through a central angle of $62^{\circ}23'53''$; thence continuing on the southerly line $S32^{\circ}02'29''W$ 111.28 feet; thence departing said line $N57^{\circ}57'31''W$ 15.00 feet; thence $N32^{\circ}02'29''E$ 111.28 feet to a point of curvature of a curve concave to the southeast having a radius of 781.20 feet; thence northeasterly on said curve 825.52 feet through a central angle of $60^{\circ}32'48''$; thence $N24^{\circ}33'37''W$ 291.53 feet; thence $S65^{\circ}23'55''W$ 449.19 feet; thence $N65^{\circ}19'03''W$ 19.79 feet to the northerly line of Lot 2; thence on said northerly line $N65^{\circ}23'55''E$ 477.11 feet to the True Point of Beginning. Said easement embraces an area of 25,737 square feet, more or less as calculated from said arcs, courses and distances.

NOW, THEREFORE BE IT ORDAINED, the City, in consideration of the agreement between Alaska Village Electric Cooperative, INC., the Grantor, and the City of Bethel

Introduced by: City Manager, Pete Williams
Date: October 11, 2016
Public Hearing: October 25, 2016
Action:
Vote:

"CITY" the Grantee, mentioned herein, acquires these easements and this ordinance shall be recorded with each detailed "PUBLIC UTILITY EASEMENT" Documents.

SECTION 1. Classification. This ordinance is of a general nature and shall not become a part of the Bethel Municipal Code.

SECTION 2. Authorization. Pursuant to Bethel Municipal Code 04.08.020 Acquisition of Real Property.

SECTION 3. Effective Date. This Ordinance shall become effective upon the passage by the Bethel City Council.

Richard Robb, Mayor

ATTEST:

Lori Strickler, City Clerk

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 3B, of Tract 5A1, U.S. SURVEY 4000, according to Plat 99-1, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3B, Tract 5A1, U.S. Survey 4000 filed as Plat No. 99-1 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 3B. Said easement embraces an area of 1,910 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: _____
Esai Twitchell, Jr., Chairman
YKHC Board of Directors

By: _____
Daniel Winkelman, President and CEO
Yukon-Kuskokwim Health Corporation

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-_____, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Richard Robb, Mayor

After Recording Return to:

City of Bethel
P.O. Box 1388
Bethel, AK 99559

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 5, of Tract 5A1, U.S. SURVEY 4000, according to Plat 98-14, filed in the records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 5, Tract 5A1, U.S. Survey 4000 filed as Plat No. 98-14 in the Bethel Recording District, Fourth Judicial District, State of Alaska being more particularly described as the westerly 15 feet of said Lot 5. Said easement embraces an area of 7,149 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: _____

Esai Twitchell, Jr., Chairman
YKHC Board of Directors

By: _____

Daniel Winkelman, President and CEO
Yukon-Kuskokwim Health Corporation

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-_____, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____

Richard Robb, Mayor

After Recording Return to:

City of Bethel
P.O. Box 1388
Bethel, AK 99559

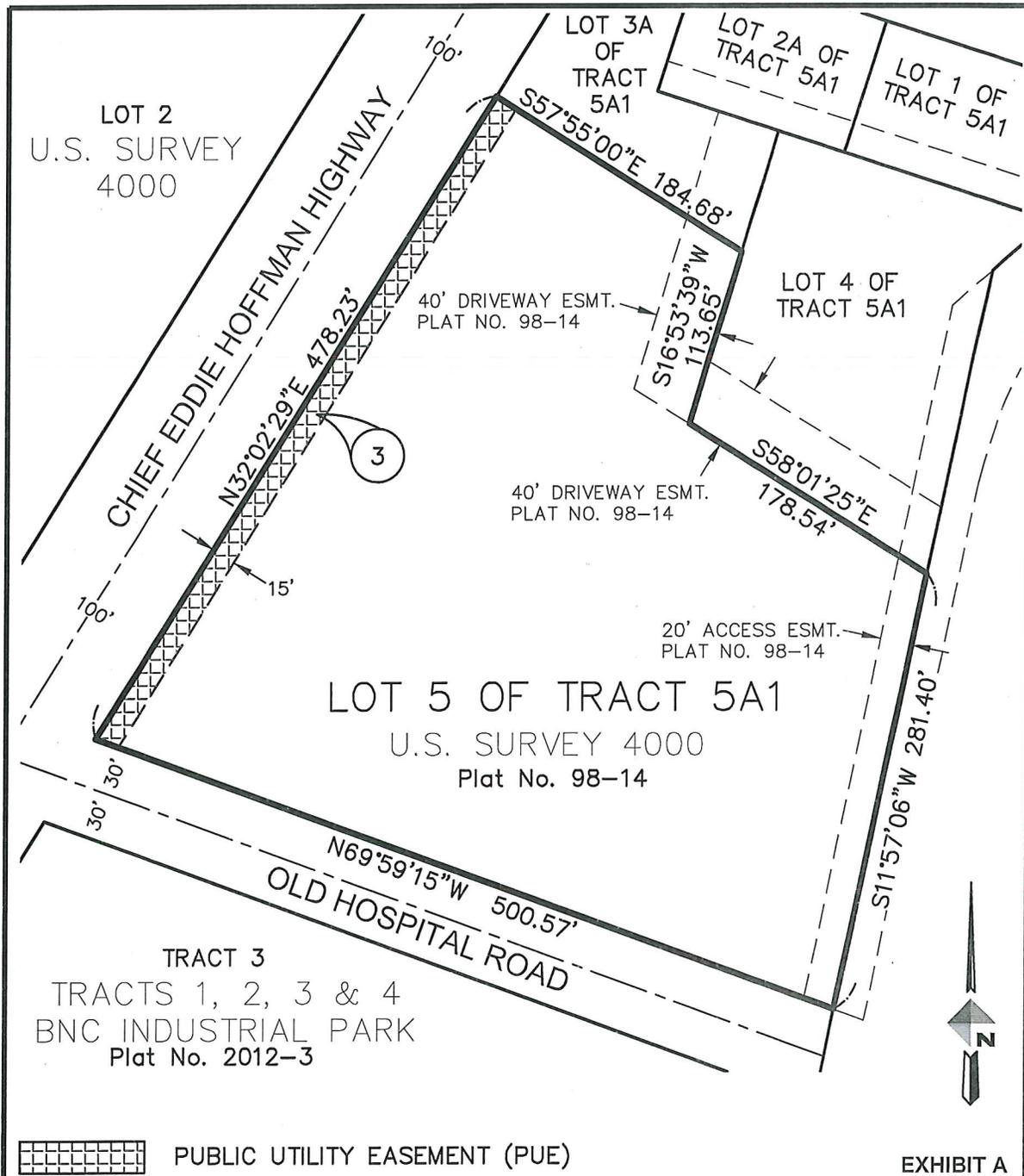


EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±163,984 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE 5 OF 5 DATED _____	SCALE: 1"=100'	DATE: SEPT 2016 PARCEL No. 3

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 3, U.S. SURVEY 4117, WEST ADDITION TO BETHEL, according to the official survey in the Bethel Recording District, Fourth Judicial District, State of Alaska, which lies westerly of the westerly State Right-of-Way line, as said line is described in the deed to the State of Alaska, recorded December 3, 1968, in Book 16 at Page 351.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 3, U.S. Survey 4117 being more particularly described as the north 15 feet of said Lot 3. Said easement embraces an area of 9,573 square feet, more or less.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided

that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of Bethel, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with the lateral support for the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property for construction of the Utilities for only that time period necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: _____
Esai Tiwitchell, Jr., Chairman
YKHC Board of Directors

By: _____
Daniel Winkelman, President and CEO
Yukon-Kuskokwim Health Corporation

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

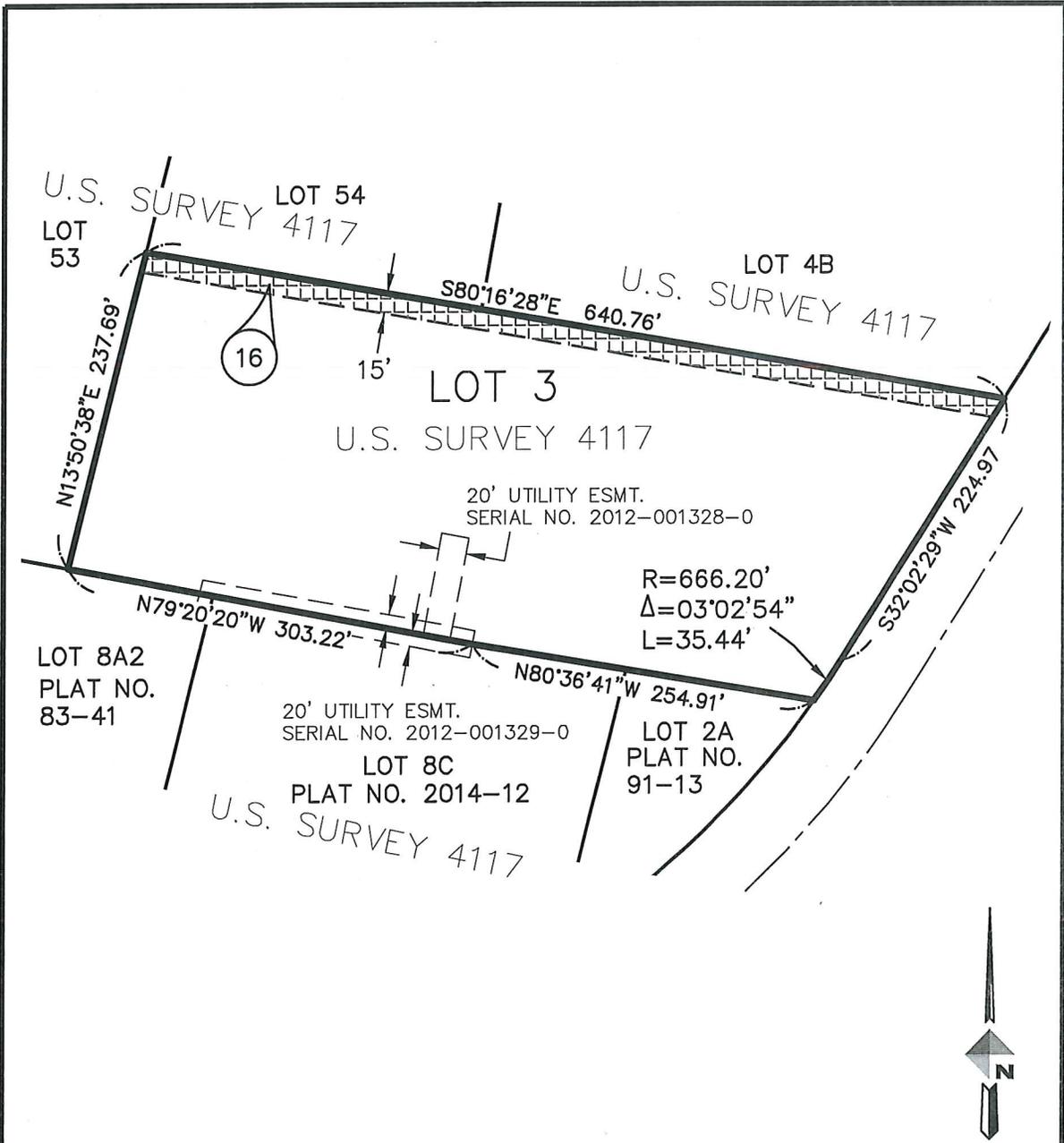
THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-_____, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Richard Robb, Mayor

After Recording Return to:

City of Bethel
P.O. Box 1388
Bethel, AK 99559



PUBLIC UTILITY EASEMENT (PUE)

EXHIBIT A

CITY OF BETHEL PUBLIC WORKS DEPARTMENT		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
	OWNER'S INITIALS: _____	EXISTING PARCEL AREA: ±144,216 S.F.	ROW ACQUISITION TYPE: PUE
	PAGE <u>5</u> OF <u>5</u> DATED _____	ROW ACQUISITION AREA: ± 9,573 S.F.	SCALE: 1"=120'
		DATE: SEPT 2016 PARCEL No. 16	

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

That portion of Lot 4C, Subdivision of Lot 4, Survey No. 4117, according to Plat No. 84-18 and 84-20, lying within Lot 54, U.S. Survey No. 4117, according to the official Bureau of Land Management survey plat thereof, officially filed March 31, 2004, located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 54, U.S. Survey 4117 being more particularly described as the most northerly north 30 feet of said Lot 54. Said easement embraces an area of 3,998 square feet, more or less.

This easement is subject to existing waste heat line and electric easements.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

Dated this _____ day of _____, 2016.

YUKON-KUSKOKWIM HEALTH CORPORATION

By: _____
Esai Tiwittchell, Jr., Chairman
YKHC Board of Directors

By: _____
Daniel Winkelman, President and CEO
Yukon-Kuskokwim Health Corporation

ACKNOWLEDGMENT OF GRANTOR-CORPORATION

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Esai Twitchell, Jr.**, Chairman of Yukon-Kuskokwim Health Corporation Executive Board of Directors, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

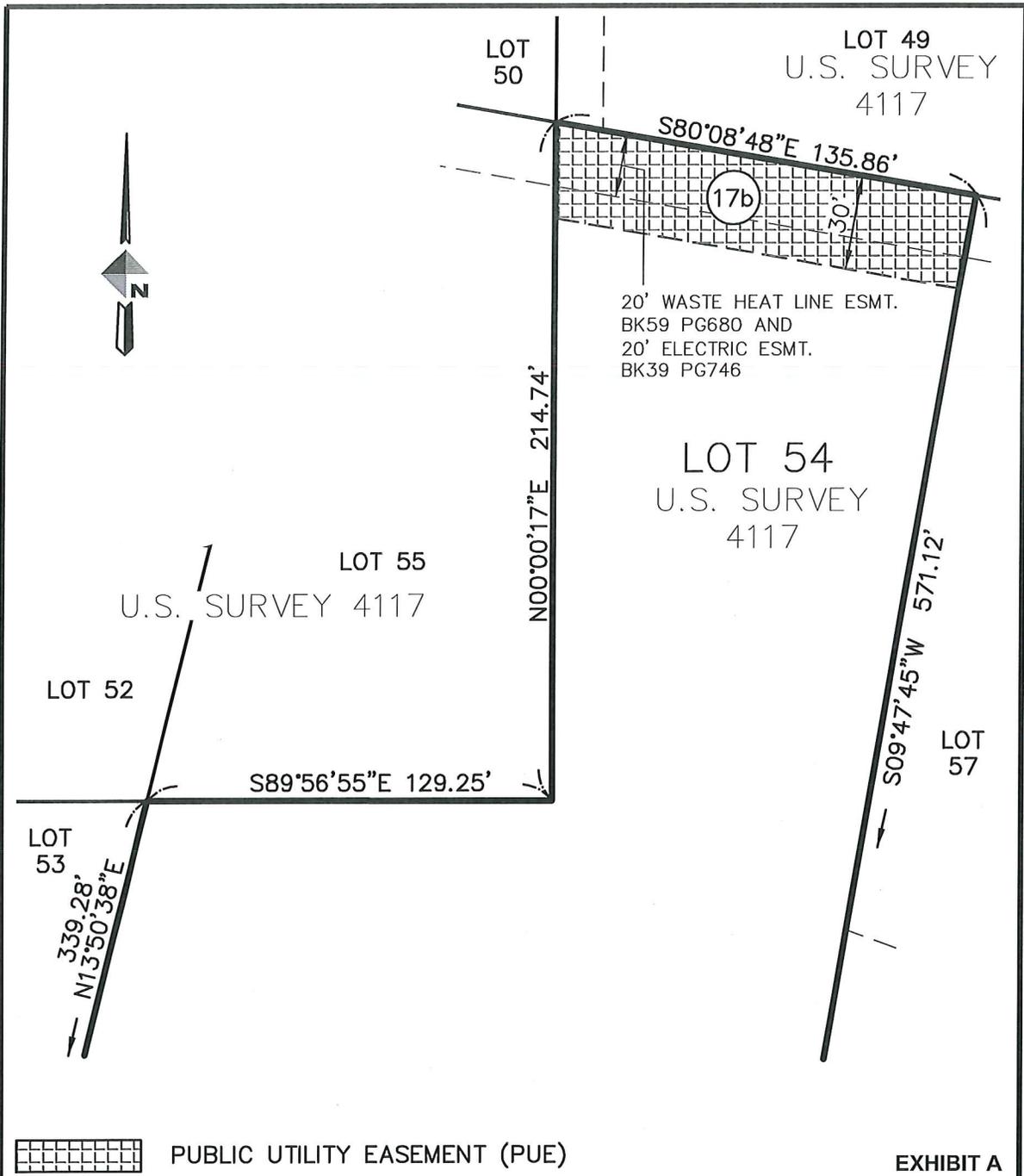
THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-_____, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

By: _____
Richard Robb, Mayor

After Recording Return to:

City of Bethel
P.O. Box 1388
Bethel, AK 99559



20' WASTE HEAT LINE ESMT.
BK59 PG680 AND
20' ELECTRIC ESMT.
BK39 PG746

LOT 54
U.S. SURVEY
4117

LOT 55
U.S. SURVEY 4117

LOT 52

LOT 53

LOT 57

		INSTITUTIONAL CORRIDOR PIPED WATER DELIVERY SYSTEM	
CITY OF BETHEL PUBLIC WORKS DEPARTMENT		EXISTING PARCEL AREA: ±108,900 S.F. ROW ACQUISITION TYPE: PUE ROW ACQUISITION AREA: ± 3,998 S.F. SCALE: 1"=50'	
OWNER'S INITIALS: _____ PAGE <u>5</u> OF <u>5</u> DATED _____		DATE: SEPT 2016 PARCEL No. 17b	

PUBLIC UTILITY EASEMENT

This Grant of Easement is made this _____ day of _____, 2016, by and between **YUKON-KUSKOKWIM HEALTH CORPORATION**, hereinafter called Grantor, whose address is P.O. Box 528, Bethel, Alaska 99559, and the Grantee, **CITY OF BETHEL**, a municipal corporation of the State of Alaska, its successors and assigns, hereinafter called "City", whose address is P.O. Box 1388, Bethel, Alaska 99559.

The Grantor does hereby grant this easement and rights-of-way in perpetuity, with the right, privilege and authority to the City, its successors and assigns, to construct, install, operate, replace, relocate, maintain and repair above and below ground water lines, sewer lines, waste heat lines, collection and distribution structures, protective structures, and fire hydrants, hereinafter collectively called "Utilities" for the purpose of supplying water and collecting sewage through, across, over and under the following described real property, to wit:

Lot 2, U.S. SURVEY 4000, according to the official Bureau of Land Management Survey Plat thereof, officially filed December 22, 1989, being located in the Bethel Recording District, Fourth Judicial District, State of Alaska.

Said easement is depicted on the Parcel Map attached hereto as page 5 and more particularly described as follows:

The Basis of Bearing for this description is a local plane bearing between NGS Station BET C and NGS Station BET B. NGS Station BET B bears S 25°43'20.9"W a distance of 2672.85 feet from NGS Station BET C. NGS Station BET B has Bethel coordinates of 6,266.8084 N, 7,694.8219 E. U.S. Survey Feet.

A portion of Lot 2, U.S. Survey 4000 being more particularly described by metes and bounds as follows:

Beginning at the northeast corner of said Lot 2, being the True Point of Beginning for this description; thence on the east line thereof S24°33'37"E 331.54 feet to the southeast corner of said Lot 2 also being a point on a non-tangent curve concave to the southeast having a radius of 766.20 feet and whose center bears S04°26'22"W; thence on the southerly line thereof, southwesterly on said curve 834.43 feet through a central

angle of 62°23'53"; thence continuing on the southerly line S32°02'29"W 111.28 feet; thence departing said line N57°57'31"W 15.00 feet; thence N32°02'29"E 111.28 feet to a point of curvature of a curve concave to the southeast having a radius of 781.20 feet; thence northeasterly on said curve 825.52 feet through a central angle of 60°32'48"; thence N24°33'37"W 291.53 feet; thence S65°23'55"W 449.19 feet; thence N65°19'03"W 19.79 feet to the northerly line of Lot 2; thence on said northerly line N65°23'55"E 477.11 feet to the True Point of Beginning. Said easement embraces an area of 25,737 square feet, more or less as calculated from said arcs, courses and distances.

Only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of Utilities and appurtenances, reserving unto the Grantor the right to use said property in any way, and for any purpose consistent with the rights hereby acquired, provided that the City shall have the right without prior initiation of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose herein described without incurring any legal obligation or liability therefore; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundary of said easement without written permission of the City, its successors or assigns.

Grantor agrees to hold City harmless and to indemnify and defend City, its employees, agents, officials, and any other representatives, from and against all claims, demands, suits and costs arising, in whole or in part, from any damages or other claims resulting from Grantor's activities or activities by any person on said property in or on any structures on the easement. Grantor agrees not to interfere with any lateral support(s) in the area covered by the easement, and will not excavate or place fill in the areas covered by the easement.

Grantor grants City free ingress and egress to the easement across Grantor's property. Grantor grants City free use of Grantor's property as is necessary for construction, reconstruction, alteration, operation, replacement, relocation, maintenance and repair of the Utilities.

The grant and obligations in this Grant of Easement shall be covenants running with the land and shall be binding on the Grantor, its successors and assigns forever.

STATE OF ALASKA)
) ss:
Fourth Judicial District)

On this ____ day of _____, 2016 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared **Daniel J. Winkelman**, President and CEO of Yukon-Kuskokwim Health Corporation, the Grantor, known to me to be the identical person who executed the foregoing instrument and who acknowledged to me that they executed the same as the free and voluntary act of said corporation, with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the City of Bethel, Grantee herein, pursuant to Ordinance 16-_____, hereby accepts for public purposes the easement(s) described in this instrument and consents to the recordation thereof:

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2016.

By: _____
Richard Robb, Mayor

After Recording Return to:

City of Bethel
P.O. Box 1388
Bethel, AK 99559

City of Bethel Action Memorandum

Action memorandum No.	16-70		
Date action introduced:	October 11, 2016	Introduced by:	Peter Williams
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

Action Title

Direct City Administration to prepare and submit an FY 2018 Alaska Community Transit Grant Application with \$80,580 included from the City's FY 2018 Budget as local match.

Route to:	Department/Individual:	Initials:	Remarks:
<input checked="" type="checkbox"/>	Administration	<i>PW</i>	Recommend approval.
<input checked="" type="checkbox"/>	Finance	<i>gls</i>	No Recommend-Cost too much.
<input checked="" type="checkbox"/>	Public Works	<i>[Signature]</i>	Recommend approval.
<input type="checkbox"/>			
<input type="checkbox"/>			

Attachment(s): Memorandum from Bill Ferguson, Transit Manager.

Amount of fiscal impact:		Account information:
	No fiscal impact.	
	Funds budgeted.	
\$80,580	Requires funding in FY 2018 City Budget.	56-50-

Summary Statement

The City of Bethel has an opportunity to prepare and submit a FY 2018 Alaska Community Transit Grant application by the December 16, 2016 deadline. A City-provided cash match of \$80,580 is required to obtain \$250,597 in grant funds. The grant performance period is July 1, 2017 to June 30, 2018.

The Bethel Transit System currently operates five days a week and provides 1,500 to 2,000 rides a month. The System uses four cutaway vehicles that allow non-CDL drivers to operate them with a City Chauffeur's license. Each vehicle is equipped with a wheelchair lift. There are fifteen bus stop shelters installed around town that serve transit riders and school children.

Instructions: Please fill out the requested information below if your agency is intending to apply for Alaska Community Transit (ACT) SFY2018 grants, and has received a grant from ACT within the past 3 years. Completed forms must be sent to dot.alaska.transit@alaska.gov by August 31st, 2016.

**See Reverse side to request new users to access, or remove access to the ACT electronic grants management system,

GENERAL INFORMATION

Agency Legal Name: City of Bethel DUNS#: 082508458

Primary Contact*: John Sargent Title Grant Manager

Email: jsargent@cityofbethel.net Phone: 907-543-1386

Mailing Address PO Box 1388 Bethel AK 99,559
Mailing Address City/Community State Zip

Physical Address of Service: 300 State Highway Bethel AK 99,559
Address City/Community State Zip

PROJECT REQUEST(S)

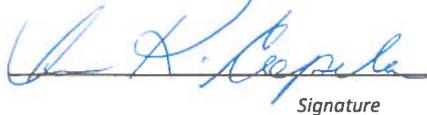
Match rates: Public Transit - Admin (90.97/9.03), Operating (56.86/43.14), Capital (90.97/9.03)
Human Services - Operating Assistance (50/50), Purchase of Services (80/20), Capital (80/20)

Project Title	Requested Funding	Match	Total Project Cost
Admin	\$ 166,124.00	\$ 16,490.00	\$ 182,614.00
Operating	\$ 84,473.00	\$ 64,090.00	\$ 148,563.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00
Total:	\$ 250,597.00	\$ 80,580.00	\$ 331,177.00

I certify, to the best of my knowledge, that the information in this intent to apply is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the projects associated with these projects.

Ann K. Capela

Name: Agency Representative authorized to sign on behalf of Agency


Signature

City Manager

Title

8/24/2016

Date

Please list any new staff that will need access to BlackCat if approved to apply for ACT grants.

Name: None Title _____

Email: _____ Phone: _____

Name: _____ Title _____

Email: _____ Phone: _____

Name: _____ Title _____

Email: _____ Phone: _____

Please list any uses that need to be removed from BlackCat .

Name None _____

Name _____

Name _____



City of Bethel

P.O. Box 1388 • Bethel, Alaska 99559-1388

907-543-1386

Fax # 543-1388

Website: www.cityofbethel.org

To: Bethel City Council Members

From: Bill Ferguson, Transit Manager

Subject: FY 2018 Alaska Community Transit Grant Application

Date: September 26, 2016

The FY 18 Transit Grant Application period is from October 3, 2016 to December 16, 2016. John Sargent, City's Grant Manager, will be working on the grant application. The Grant requires a match amount of \$80,580 or 32 percent. The City has provided the match for the last couple of years. When you consider whether to allocate this match amount for the FY 18 grant, please consider what the Transit System provides for the community:

1. Elders, those 65 years old and older, represent 35 to 45 percent of the ridership. These people are on a fixed income and have little extra money to spare. They live one step above being part of the homeless population. In many cases, when they pay the bus fare, it's in quarters, nickels, dimes, and pennies. When using the bus, they are usually heading to the hospital for an appointment, to the Post Office to get their mail, or to the grocery store story to buy food.
2. The second group of people we serve are those going to and from work. There are 6-8 people who depend on the Transit System to get to and from work on a regular base. In most cases, these are people who are working in lower paying jobs and rely on housing assistance or low priced rental units because their income is limited and they can't afford to buy a vehicle.
3. The third group are people with a disability. The Transit System averages six to eight passengers daily who have some type of disability. There are several who use walkers, one who is blind, two who are deaf, several that use canes, and several who are mentally handicapped.
4. The fourth group are our youth. This is a small part of the ridership, but an important one. We have students who are going to YUUT for ABE classes and other classes. We

have youth who are going to the Aquatic Center and others going with a parent(s) to the hospital and/or dental clinic. We give rides to schools' kids who miss their school bus.

5. The fifth group are those without a vehicle, likely due to the fact that the cost to operate one is prohibitive. This group includes most of the general population that rides the bus. They are going to the hospital, post office, shopping, banking, and etc. This is the majority of the ridership. Occasionally, we see people riding the bus who are from one of the villages.

The Bethel Transit System made some major improvements this year. Through a special Federal Grant and local match, we were able to purchase 15 new Bus Stop Shelters. These were placed around town during the past couple of weeks. In most cases, these Bus Stop Shelters will serve a dual population, serving school students and transit riders. The shelters are clear and without seats to discourage people from using them for other purposes. In addition, we have ordered two new buses, 12 to 14 passenger, and they should arrive on the first barge in 2017.

We're currently running two bus schedules, the Green Line and Red Line. The only difference between the two is that the Green Line goes to TWC and the Red Line doesn't. The Red Line goes to the Aquatic Center/Yuut and City Sub, and the Green Line doesn't. The Green Line starts at 6:30 am and ends at 6:30 pm. The Red Line starts at 9:00 am and ends at 3:00 pm.

Passengers have several options for purchasing a bus ticket. The trip fare for adults is \$3.00, for Youth \$2.00 and Seniors \$1.00. We offer Adult/Youth Day Passes for \$5.00, which entitles riders to ride either the Green Line or Red Line, any time during the day. We offer an Adult Monthly Pass for \$60.00. It's good from the beginning of the month to the end of that month. We also offer a FREE Senior Yearly Pass, for seniors who are 75 years old and older. They can use it anytime.

I hope this information helps you make your decision on whether or not to support the Bethel Transit System and provide the match amount for the City's FY 18 Grant application.

City of Bethel Informative Memorandum

Informative memorandum No.	16-04
Date presented:	October 11, 2016

Reorganization of Bethel Transit System Positions

The City of Bethel receives federal funding to manage and operate the Bethel Transit System on a set schedule along a designated route. The grant includes funding for a Transit Manager and drivers. A portion of the funds are specifically designated for administration of the program; in particular, funding the Transit Manager position.

During FY16, the City of Bethel budgeted for positions of Transit Manager, one (1) full time driver, two (2) part time drivers, and one (1) on-call driver. One PT driver was budgeted for 25 hours per week and the second PT driver for 20 hours per week. Both PT positions were enrolled in PERS, were eligible for leave and utility benefits, and were members of the collective bargaining unit. The on-call driver was budgeted for 12 hours per week with no benefits.

Recruiting and hiring positions other than full time is challenging. The less than full time positions were vacant for most of the year. In response, FY17's budget reflected a change in that the 20 hour PT position was de-funded.

The Transit Manager, per the grant, should not be driving full time. Most of the grant funds allocated for that position are to perform administrative functions. In order to maintain the transit schedule, the City requires a full time driver, a part time (25 hour) driver and 12 additional scheduled hours. Because an on-call position is by definition, responsive to short-notice emergencies and changes in staffing, an on-call employee can not be used to fill an ongoing, routine schedule of work hours.

To address the situation, Public Works will eliminate the on-call position and instead, recruit a PT driver to work 12 scheduled hours per week. This PT employee will be eligible for leave accrual and utility benefits in accordance with BMC, however, will not be eligible for participation in PERS or the City's health/life insurance benefits.

This change allows the Manager to establish and staff a routine schedule for both the red and green lines, thus limiting his driving to the emergent, no-notice situations only. The restructure will bring the City in line with the grant requirements.



Introduced by:	Peter Williams, City Manager		
Date introduced:	10/11/16	Date action taken	
Amended actions:			
Verified by:			

CITY OF BETHEL CITY COUNCIL INFORMATIVE MEMORANDUM

TITLE: Monthly City Council Financial Report (Period through Aug. 31, 2016)

Agenda Introduction Date: October 11, 2016
 Originator: Hansel Mathlaw, Assistant Finance Director

Routed to:	Department	Signature/Date
✓	Administration	<i>Pow</i> /9/30/16
✓	Finance	<i>HSM</i> /9/30/16

REVIEWED BY MAYOR RICHARD ROBB: _____

FISCAL IMPACT: yes \$_____ no FUNDS AVAILABLE NA yes no

Account name/number: NA

Attachments: Monthly City Council Financial Report (Period through Aug. 31, 2016)

SUMMARY STATEMENT:

The attached October 2016 Financial Report was prepared and distributed to Bethel City Council members for their review. This Action Memorandum helps document that the financial report was produced and disseminated to Bethel City Council members each month as required by the Water and Sewer Utility Best Practices Operation and Maintenance score criteria. The City must have a score greater than 60 in order to be approved to receive funding from the Environmental Protection Agency (EPA) provided through the Alaska Department of Environmental Conservation. The City is currently seeking EPA funds as part of the Sewer Lagoon Rehabilitation Project.



City of Bethel Finance Department

Monthly City Council Financial Report

Period thru August 31, 2016

Note 1: When reviewing this report, it is important to remember that sales tax revenues, including transient lodging tax and gaming fees, are due the month following the period collected; therefore, these revenues always appear to be lagging behind budget until the after the end of the fiscal year, when June revenue is remitted to the City in July.

Note 2: This report represents recorded revenues, expenditures, budget modifications and line items transfers with balance sheet account balances through August 31, 2016. It is possible that not all of the August 31, 2016 aforementioned transactions may be recorded by the date of this report. The unaudited figures in this report, especially the balance sheet accounts are subject to further modification and correction by the Finance Department, if necessary, and should not be considered final.



**CITY OF BETHEL
FINANCIAL REPORT**

Bank & Investment Accounts
As of August 31, 2016



CITY OF BETHEL
FINANCIAL REPORT
Bank and Investment Accounts

A. Introduction

The City of Bethel operates under a central treasury. A central treasury concentrates cash in order to maximize the return on the investments and to provide adequate liquidity for planned cash flows. Therefore, cash accounts do not correspond to "funds" in the City's financial records. All transactions between funds are accounted for in interfund receivables and payables which are also called "Due To" and "Due From" accounts.

Cash and investments accounts marked with an asterisk are not part of the central treasury. These accounts are legally restricted from being part of the central treasury or segregated because of policy or purpose.

Investments in the Bethel Endowment Fund are physically segregated by ordinance. The assets of this fund are invested in accounts with Piper Jaffray Investments.

All investments are categorized as "Category 1" for credit risk according to the categories described in Governmental Accounting Standards Board Statement No. 3, *Deposits with Financial Institutions, Investments [Including Repurchase Agreements], and Reverse Repurchase Agreements*. This means that the City's investments are either insured or registered, or that the securities are held by the City or its agent in the City's name. Category 1 investments contain less credit risk than other categories; therefore, City funds are invested with the lowest reasonable credit risk. The City's investments are earning a competitive yield.

Summary of Cash and Investments as of August 31, 2016

1. Cash, Deposits, and Certificates of Deposit

<u>Description</u>	Balance 7/31/2016	Balance 8/31/2016	Year-to-Date Increase (Decrease)
Wells Fargo-General/Sweep Accounts	\$11,811,807	10,222,068	\$ (1,589,739)
Wells Fargo-Payroll Account	-		-
Wells Fargo-Asset Forfeiture Account (Police) *	5,434	5,434	0
Wells Fargo-Evidence Holding Account (Police) *	8,671	8,671	-
First National Bank CD (Lease Revenue Bond Reserve) *	** 450,557	450,557	(1)
Petty Cash-Finance	250	250	-
Petty Cash-Police	300	300	-
Petty Cash-Port	50	50	-
Petty Cash-Youth Center	70	70	-
Petty Cash-Recycling	-		-
Petty Cash-Public Works	-		-
Total	\$0	\$12,277,139	\$10,687,400 (1,589,739)

* - Restricted Funds

CITY OF BETHEL
FINANCIAL REPORT
Bank and Investment Accounts

**2. Investments held in the Central Treasury:
As of August 31, 2016**

Description	Market Value 7/31/2016	Market Value 8/31/2016	Year-to-Date Increase (Decrease)
01-12700 Wells Fargo Investments	\$1,739,972	3,211,014	\$1,471,042
01-12800 Wells Fargo Investments (Lease Revenue Bond Pmt Acct)	\$319,541	\$319,612	\$71
01-12900 Time Value Investments	\$1,016,966	\$1,016,995	\$29
01-12500 Alaska Municipal League Investment Pool	\$154,967	\$155,005	\$38
ot	\$3,231,446	\$4,702,626	\$1,471,180

**3. Restricted Accounts *
As of August 31, 2016**

Description	Market Value 7/31/2016	Market Value 8/31/2016	Year-to-Date Increase (Decrease)
90-12600 Piper Jaffray Investments *	\$ 1,916,643	\$ 1,918,168	\$ 1,525
40-12200 BATH Center Account *	4,977,672	4,977,710	38
52-12300 Deferred Seawall Maintenance Account *	1,880,843	1,882,159	1,316
52-12500 Pro Equities - Dock Deferred Maintenance *	611,698	611,700	2
ot	9,386,856	9,389,737	2,882

**TOTAL BANK AND INVESTMENT FUNDS ON HAND
As of August 31, 2016**

Description	Balance 7/31/2016	Balance 8/31/2016	Year-to-Date Increase (Decrease)
Cash, Deposits, and Certificates of Deposit	\$12,277,139	10,687,400	(\$1,589,739)
Investments	\$3,231,446	4,702,626	\$1,471,180
Restricted Accounts	9,386,856	\$9,389,737.00	\$ 2,881.48
ot	\$24,895,440	\$24,779,763	(\$115,677)

Total Central Treasury and Unrestricted Funds as of 08/31/2016:	\$15,390,026
Total Restricted Funds as of 08/31/2016:	9,389,737
	\$ 24,779,763

* - Restricted Funds

CITY OF BETHEL
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2016

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TAXES	1,557,255.46	1,557,255.46	8,405,000.00	6,847,744.54	18.5
STATE & FEDERAL REVENUES	.00	.00	1,678,906.00	1,678,906.00	.0
CHARGES FOR SERVICES	40,959.68	40,959.68	165,500.00	124,540.32	24.8
RENTAL INCOME	180.00	180.00	3,000.00	2,820.00	6.0
LICENSES, PERMITS & FEES	118,824.57	118,824.57	656,900.00	538,075.43	18.1
OTHER FINANCING SOURCES	.00	.00	11,900.00	11,900.00	.0
MISCELLANEOUS	12,735.61	12,735.61	40,600.00	27,864.39	31.4
TOTAL FUND REVENUE	1,729,955.32	1,729,955.32	10,961,806.00	9,231,850.68	15.8
<u>EXPENDITURES</u>					
ADMINISTRATION	59,082.99	59,082.99	518,683.00	459,600.01	11.4
CITY CLERKS OFFICE	24,776.52	24,776.52	193,100.00	168,323.48	12.8
FINANCE	172,841.36	172,841.36	950,302.00	777,460.64	18.2
PLANNING	41,594.04	41,594.04	291,663.00	250,068.96	14.3
TECHNOLOGY DEPARTMENTS	77,587.32	77,587.32	539,008.00	461,420.68	14.4
CITY ATTORNEY'S OFFICE	26,863.29	26,863.29	200,025.00	173,161.71	13.4
FIRE DEPARTMENT	191,876.71	191,876.71	1,174,600.00	982,723.29	16.3
POLICE	386,599.15	386,599.15	3,149,120.00	2,762,520.85	12.3
PUBLIC WORKS-ADMIN	(13,469.28)	(13,469.28)	150,648.00	164,117.28	(8.9)
PW-STREETS & ROADS	419,761.03	419,761.03	1,882,568.00	1,462,806.97	22.3
PROPERTY MAINTENANCE	96,952.60	96,952.60	722,469.00	625,516.40	13.4
PARKS & REC/BYC	35,329.00	35,329.00	356,214.00	320,885.00	9.9
COMMUNITY SERVICE	157.73	157.73	176,320.00	176,162.27	.1
IN KIND MATCH & TRANSFERS	.00	.00	1,021,230.00	1,021,230.00	.0
TOTAL FUND EXPENDITURES	1,519,952.46	1,519,952.46	11,325,950.00	9,805,997.54	13.4
NET REVENUE OVER EXPENDITURES	210,002.86	210,002.86	(364,144.00)	(574,146.86)	57.7

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

LAND PLANNING AND DEVELOPMENT

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
DEPARTMENT 50	.00	.00	21,173.00	21,173.00	.0
TOTAL FUND EXPENDITURES	.00	.00	21,173.00	21,173.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	(21,173.00)	(21,173.00)	.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

PARKS DEVELOPMENT FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>EXPENDITURES</u>					
PARKS DEVELOPMENT	5,653.61	5,653.61	112,852.00	107,198.39	5.0
TOTAL FUND EXPENDITURES	5,653.61	5,653.61	112,852.00	107,198.39	5.0
NET REVENUE OVER EXPENDITURES	(5,653.61)	(5,653.61)	(112,852.00)	(107,198.39)	(5.0)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

YK REG AQUA HLTH & SAFETY CTR

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 43	.00	.00	566,500.00	566,500.00	.0
TRANSFERS IN	.00	.00	606,200.00	606,200.00	.0
MISCELLANEOUS	38.04	38.04	.00	(38.04)	.0
TOTAL FUND REVENUE	38.04	38.04	1,172,700.00	1,172,661.96	.0
<u>EXPENDITURES</u>					
LOCAL FUNDED EXPENDITURES	41,854.53	41,854.53	1,449,724.00	1,407,869.47	2.9
TOTAL FUND EXPENDITURES	41,854.53	41,854.53	1,449,724.00	1,407,869.47	2.9
NET REVENUE OVER EXPENDITURES	(41,816.49)	(41,816.49)	(277,024.00)	(235,207.51)	(15.1)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

E-911 SYSTEM/SURCHARGE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
E-911 SURCHARGE	26,285.71	26,285.71	200,000.00	173,714.29	13.1
TOTAL FUND REVENUE	26,285.71	26,285.71	200,000.00	173,714.29	13.1
<u>EXPENDITURES</u>					
E-911 SERVICES	44,611.56	44,611.56	392,099.00	347,487.44	11.4
TOTAL FUND EXPENDITURES	44,611.56	44,611.56	392,099.00	347,487.44	11.4
NET REVENUE OVER EXPENDITURES	(18,325.85)	(18,325.85)	(192,099.00)	(173,773.15)	(9.5)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

SOLID WASTE SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL SOURCES	.00	.00	12,657.00	12,657.00	.0
SOLID WASTE & RECYCLING	233,778.74	233,778.74	1,212,000.00	978,221.26	19.3
TOTAL FUND REVENUE	233,778.74	233,778.74	1,224,657.00	990,878.26	19.1
<u>EXPENDITURES</u>					
HAULED REFUSE	56,817.05	56,817.05	409,524.00	352,706.95	13.9
LANDFILL OPERATIONS	35,600.27	35,600.27	368,530.00	332,929.73	9.7
RECYCLING OPERATIONS	120.01	120.01	.00	(120.01)	.0
TOTAL FUND EXPENDITURES	92,537.33	92,537.33	778,054.00	685,516.67	11.9
NET REVENUE OVER EXPENDITURES	141,241.41	141,241.41	446,603.00	305,361.59	31.6

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

WATER & SEWER SERVICES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE FUNDING	.00	.00	252,751.00	252,751.00	.0
WATER	635,051.67	635,051.67	3,697,526.00	3,062,474.33	17.2
SEWER	412,879.08	412,879.08	2,550,030.00	2,137,150.92	16.2
MISCELLANEOUS	573.85	573.85	325,784.00	325,210.15	.2
MISCELLANEOUS	584.64	584.64	.00	(584.64)	.0
TOTAL FUND REVENUE	1,049,089.24	1,049,089.24	6,826,091.00	5,777,001.76	15.4
<u>EXPENDITURES</u>					
UTILITY BILLING	34,505.43	34,505.43	187,019.00	152,513.57	18.5
HAULED WATER	211,360.41	211,360.41	1,769,489.00	1,558,128.59	11.9
PIPED WATER	100,805.27	100,805.27	457,327.00	356,521.73	22.0
BETHEL HTS WTR TREATMENT	85,630.52	85,630.52	694,235.00	608,604.48	12.3
CITY SUB WTR TREATMENT	80,790.53	80,790.53	599,031.00	518,240.47	13.5
HAULED SEWER	182,693.78	182,693.78	1,732,629.00	1,549,935.22	10.5
PIPED SEWER	62,520.42	62,520.42	728,756.00	666,235.58	8.6
SEWER LAGOON	11,630.07	11,630.07	125,679.00	114,048.93	9.3
TOTAL FUND EXPENDITURES	769,936.43	769,936.43	6,294,165.00	5,524,228.57	12.2
NET REVENUE OVER EXPENDITURES	279,152.81	279,152.81	531,926.00	252,773.19	52.5

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

MUNICIPAL DOCK

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
INTEREST & PENALTIES	(11,708.97)	(11,708.97)	12,000.00	23,708.97	(97.6)
STATE FUNDING	.00	.00	15,500.00	15,500.00	.0
CHARGES FOR SERVICES	77,199.20	77,199.20	1,005,200.00	928,000.80	7.7
LEASE REVENUE	2,030.00	2,030.00	24,000.00	21,970.00	8.5
MISCELLANEOUS	5,692.00	5,692.00	45,000.00	39,308.00	12.7
TRANSFERS	.00	.00	300,000.00	300,000.00	.0
MISCELLANEOUS	(16,328.03)	(16,328.03)	13,000.00	29,328.03	(125.6)
TOTAL FUND REVENUE	56,884.20	56,884.20	1,414,700.00	1,357,815.80	4.0
<u>EXPENDITURES</u>					
DOCK EXPENDITURES	174,384.37	174,384.37	1,036,872.00	862,487.63	16.8
SMALL BOAR HARBOR	54,178.32	54,178.32	179,034.00	124,855.68	30.3
TOTAL FUND EXPENDITURES	228,562.69	228,562.69	1,215,906.00	987,343.31	18.8
NET REVENUE OVER EXPENDITURES	(171,678.49)	(171,678.49)	198,794.00	370,472.49	(86.4)

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

LEASED PROPERTIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LEASE INCOME	97,851.84	97,851.84	677,633.00	579,781.16	14.4
MISCELLANEOUS	.00	.00	19,650.00	19,650.00	.0
TOTAL FUND REVENUE	97,851.84	97,851.84	697,283.00	599,431.16	14.0
<u>EXPENDITURES</u>					
LEASED PROPERTIES-MISC	.00	.00	2,450.00	2,450.00	.0
LEASED PROP-COURT COMPLEX	80,909.95	80,909.95	503,244.00	422,334.05	16.1
TOTAL FUND EXPENDITURES	80,909.95	80,909.95	505,694.00	424,784.05	16.0
NET REVENUE OVER EXPENDITURES	16,941.89	16,941.89	191,589.00	174,647.11	8.8

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

EMPLOYEE GROUP HEALTH BEN.

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
EMP GROUP BENEFITS REVENUES	248,990.82	248,990.82	2,024,688.00	1,775,697.18	12.3
TOTAL FUND REVENUE	248,990.82	248,990.82	2,024,688.00	1,775,697.18	12.3
<u>EXPENDITURES</u>					
EMPLOYEE GROUP HEALTH BENEFITS	115,175.96	115,175.96	2,283,815.00	2,168,639.04	5.0
TOTAL FUND EXPENDITURES	115,175.96	115,175.96	2,283,815.00	2,168,639.04	5.0
NET REVENUE OVER EXPENDITURES	133,814.86	133,814.86	(259,127.00)	(392,941.86)	51.6

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

BETHEL PUBLIC TRANSIT SYSTEM

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	80,580.00	80,580.00	.0
FEDERAL SOURCES	.00	.00	271,164.00	271,164.00	.0
CHARGES FOR SERVICES	6,963.00	6,963.00	33,000.00	26,037.00	21.1
TOTAL FUND REVENUE	6,963.00	6,963.00	384,744.00	377,781.00	1.8
<u>EXPENDITURES</u>					
TRANSIT SYSTEM EXPENDITURES	42,202.16	42,202.16	384,743.00	342,540.84	11.0
TOTAL FUND EXPENDITURES	42,202.16	42,202.16	384,743.00	342,540.84	11.0
NET REVENUE OVER EXPENDITURES	(35,239.16)	(35,239.16)	1.00	35,240.16	(35239

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

VEHICLES & EQUIP MAINTENANCE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
STATE AND FEDERAL FUNDING CHARGES FOR SERVICES	.00	.00	55,865.00	55,865.00	.0
	107,479.75	107,479.75	1,109,995.00	1,002,515.25	9.7
TOTAL FUND REVENUE	107,479.75	107,479.75	1,165,860.00	1,058,380.25	9.2
<u>EXPENDITURES</u>					
VEHICLE & EQUIP MAINT	107,479.71	107,479.71	1,165,858.00	1,058,378.29	9.2
TOTAL FUND EXPENDITURES	107,479.71	107,479.71	1,165,858.00	1,058,378.29	9.2
NET REVENUE OVER EXPENDITURES	.04	.04	2.00	1.96	2.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

FLEET REPLACEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
LOCAL SOURCES	.00	.00	643,000.00	643,000.00	.0
TOTAL FUND REVENUE	.00	.00	643,000.00	643,000.00	.0
<u>EXPENDITURES</u>					
FLEET REPLACEMENT-VEHICLES	.00	.00	405,000.00	405,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	405,000.00	405,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	238,000.00	238,000.00	.0

CITY OF BETHEL
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2016

BETHEL ENDOWMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
TRANSFERS	.00	.00	(11,900.00)	(11,900.00)	.0
MISCELLANEOUS	4,700.20	4,700.20	17,000.00	12,299.80	27.7
TOTAL FUND REVENUE	4,700.20	4,700.20	5,100.00	399.80	92.2
NET REVENUE OVER EXPENDITURES	4,700.20	4,700.20	5,100.00	399.80	92.2

City of Bethel

Action Memorandum 16-71

Date Action Introduced

Date Action Taken Introduced by: Transportation and Public Safety Commission

Confirmed by

Direct administration to suspend Action Memorandum 16-67 thereby suspending the increase of active enforcement of state laws (including ticketing) related to the use of snowmobiles and ATVs on City and State roads in Bethel pending the outcome of a proposed ordinance regarding snowmobile and ATV use on city streets.

Route to: Police Chief, Achee

City Manager Williams

Amount of fiscal impact: No physical impact

The City Council recognizes that some residents use ATVs and snow machines to travel on community roads in order to reach off road destinations, travel to work or to obtain essential goods or services. Use of snow machines and ATVs safely and with respect for other vehicles, pedestrians, and the roadways is in alignment with the lifestyle of this community and has been an accepted activity for many years. Visitors from surrounding villages frequently travel to Bethel by snow machine or ATV to purchase goods and services and the increase of active enforcement may adversely affect commerce. The increase in active enforcement in the absence of dangerous or disrespectful behaviors by ATV or snow machine riders has resulted in unnecessary expense and inconvenience.

This action memorandum is proposed to immediately suspend the increase of active enforcement as passed by the City Council until an ordinance dealing with snowmobile and ATV use on city streets is enacted.

Mayor's Report

City Manager's Report



CITY OF BETHEL

P.O. Box 388
Bethel, Alaska 99559
Ph. (907) 543-4150
Fax (907) 543-3817

MEMORANDUM

DATE: 10-4-2016

TO: City Council

FROM: Peter Williams, Acting City Manager

RE: Managers' Report

- Forwarded to BLM Resolution #16-28 concerning the access road to ONC proposed subdivision.
- Reviewed the Lease Revenue Bond with the Finance Director and City Attorney. Instructed the Finance Director to pay attention to Section 16.
- Payroll: Instructed the Finance Dept. to learn how the Caselle Program for the Payroll Module. This will save us Approximately \$32,000 per year. We have paid Caselle about \$85,000 per for the last two years. The other charges are for programing and training.
- Resolution 16-30 in regards to four ATV's was discussed with the Police Chief and Acting Police Chief.
- Signed MOA's with COB and Bethel Community Services, and a Library Agreement between COB and UAF. Also signed a contract with BDS,Inc for design services for the new Port office.
- The pool invoice review completed by Carmen Jackson was looked at and the summary of recommendations forwarded to the Finance Dept. There are some other issues that need to discussed privately.
- Informed Laura Crawford that she was the H.R. Manager and in charge of all personnel issues. Asked to present the vehicle policy to City Council for review. She also was asked to inform all city employees the rules stated in the union contract for using leave, PTO are to be obeyed.
- Parks and Recs- Reviewed the proposal for the gravel trail between YKHC and City – Subdivision; Owl Park was looked at and a maintenance list created as if we were to bring the park up to code. AVCP told us they had no funds for repairs. We ask asked to inform us what they would be willing to offer. I think the City will have to take the park back under our care before there are any improvements to the park.
- Institutional Corridor-A update is attached to this report. The final route of the pipeline appears to have been determined. Have made contact with DOWL's PM for the project.
- USDA- There three documents left that need to be inserted into the application for this project. Our next meeting is with the USDA is 10/11/16. We will set up two teams moving forward; one for the grant reporting has already been started and the other team will work with the contractors.

**CITY OF
BETHEL**

Peter Williams <pwilliams@cityofbethel.net>

RE: Bethel IC Progress Update- 09/27/16

2 messages

Christie, Aaron <achristie@dowl.com>

Tue, Sep 27, 2016 at 12:42 PM

To: "Muzaffar Lakhani (mlakhani@cityofbethel.net)" <mlakhani@cityofbethel.net>

Cc: "Nelson, Chase" <cnelson@dowl.com>, "Kilburn, Deanna" <dkilburn@dowl.com>, "Mueller, Claire" <cmueller@dowl.com>, Peter Williams <pwilliams@cityofbethel.net>

Zef,

Here are further details on the project status.

I will give you a quick call this afternoon to review this information and make sure the status is clear.

Also, I will be out of the office the remainder of the week and back in on Wednesday, October 5. Chase is expected back in on October 3.

Right-of-Way Acquisition (see attached for updated parcel map)

Parcel 1 USF&WS –

- Working on permits (federal government cannot sign easements). The USF&WS real estate group is out through 9/28/16.
- Expect comments on easement and discussion regarding permitting procedure late this week/early next week.

YKHC Parcels –

- Sent five of eight easements to Deanna Latham for YKHC review 9/19/16 and will send remaining easements this week (pending responses to title questions).
- Follow up this week – next YKHC Board meeting is scheduled for 10/19/16.

Parcels 4 & 27 BNC –

- Sent easements for review 9/21/16.
- Preparing LUP for Parcel 27.

- Follow up this week.

Parcel 5 Walsh & Company –

- Placed on 9/27/16 and 10/1/16 City Council agendas by City Clerk.
- Met with property owner 9/26 and reviewed plans.
- Revising easement per property owner request and will forward to City Attorney for review and approval upon her return next week.
- Expect signed easement prior to 10/11/16 public hearing. If easement not yet signed, public hearing will be postponed to 10/25/16 according to City Clerk.

Parcel 22 AVEC –

- Placed on 9/27/16 and 10/1/16 City Council agendas by City Clerk.
- Forwarding property owner easement revisions to City Attorney for approval.
- Expect signed easement prior to 10/11/16 public hearing – if easement not yet signed, public hearing will be postponed to 10/25/16 according to City Clerk.

Parcel 28 Asicksik –

- Received letter 9/26/16 (copied to Zef) stating that property owners will not grant an easement and requesting no further contact regarding the matter (see attached letter).

Draft ordinances –

- At the request of the City Clerk, DOWL drafted the ordinance for the AVEC easement and will draft remaining ordinances (except Parcel 1 as it is a permitting process) for the October 11th and October 25th (public hearing) City Council agendas.
- In the event that the easements for October 25th agenda are not signed, they will be placed on next City Council meeting agenda.

DOT&PF Utility Permit

- DOT&PF is working on the draft permit.
- Based on discussion with Devki Reardon of DOT&PF this morning, they are willing to issue two permits if necessary, but would prefer to only issue one given only one crossing will be constructed.
- I asked DOT&PF to send a confirmation email this afternoon summarizing their position. I will forward to the City of Bethel when I receive it.
- I let DOT&PF know I would get back to them no later than October 7 with a final decision on preferred alignment location from the City of Bethel.

- Permit from DOT&PF expected no later than October 21.
- DOT&PF stated that crossing must be via trenchless installation. I need to clarify what trenchless technology(s) would be acceptable to DOT&PF.

Design

- Given recent development with Asicksik, DOWL suggests crossing at the more northern crossing and eliminate the additive alternative in the bid documents.
 - Benefits include –
 - No longer need easement from Asicksik.
 - Only one Utility Permit needed from DOT&PF.
 - Total alignment length shortened from 7,500 to approximately 6,900.
 - Disadvantages
 - Loop would not serve parcels 6 (which is pending sale to YKHC) and 28 (Asicksik). All other property would be served as proposed with previous alignment by having loop double back on itself as shown in the attached.
 - If/when loop is expanded in future, will require placement in DOT&PF ROW or easement from Asicksik, both of which are not currently not possible.

-

You are up to date.

Aaron

From: Nelson, Chase
Sent: Monday, September 26, 2016 6:26 AM
To: mlakhani@cityofbethel.net
Cc: Christie, Aaron
Subject: Bethel IC Progress Update- 09/27/16

Hi, Zef.

Attached you will find our recent progress update. Salient points from this update are:

- We continue to work with ADEC on the Approval to Construct. We have received initial feedback, and are working to address it.
- We continue to work with DOT&PF on the utility permit. We have the Approval to Construct in hand for the crossings, and DOT&PF is recommending we bid the project and then file for the utility permit once the final alignment (based on the bids) is selected. They are recommending this because they only want to issue one permit.
- We continue to work with the Asicksick parcel owners. We have been in communication with them. At this point the situation is not resolved, communication is a positive though. We also have been speaking with DOT&PF about placement of the water main in their ROW along this stretch of the highway (initial reports were that the highway would be expanded on the inside of the curve).

Aaron and I are both out of the office this week. We would like to move the progress meeting to the following week. We will have a better handle on where we are with DOT&PF and ADEC at that point.

Hope you have a good day.

Thank you,

Chase

2 attachments

 **Asicksik Response 9.22.16.pdf**
3178K

 **Bethel - Revised parcel map and alignment 09.27.16.pdf**
240K

Muzaffar Lakhani <mlakhani@cityofbethel.net>
To: Peter Williams <pwilliams@cityofbethel.net>

Thu, Sep 29, 2016 at 3:34 PM

Pete:
I.C. project update as of Sept. 26th, 2016

Zef

----- Forwarded message -----

From: **Christie, Aaron** <achristie@dowl.com>

Date: Tue, Sep 27, 2016 at 12:42 PM

Subject: RE: Bethel IC Progress Update- 09/27/16

To: "Muzaffar Lakhani (mlakhani@cityofbethel.net)" <mlakhani@cityofbethel.net>

Cc: "Nelson, Chase" <cnelson@dowl.com>, "Kilburn, Deanna" <dkilburn@dowl.com>, "Mueller, Claire" <cmueller@dowl.com>, Peter Williams <pwilliams@cityofbethel.net>

Management Team Reports

To: Pete Williams, Acting City Manager
From: Ted Meyer, Planner
Subject: September 2016 Activity Report
Date: Oct 4, 2016

Site Plan Permits

Ongoing processing of Site Plan Permits. We've processed 71 applications to date.

Traffic Impact Analysis

Currently reviewing this report and DOT&PF comments regarding potential traffic impacts resulting from the new YK hospital expansion project.

Conditional Use Permit

Currently preparing findings and recommendations regarding a residential Conditional Use Permit.

Data Collection for Zoning

Current data collection and preparation for upcoming public meetings regarding a potential neighborhood rezoning as well as the zoning of non-zoned areas of Bethel.

Code Enforcement

Continually responding to a variety of complaints and contacting violators to correct the problem.

Upcoming Army Corp of Engineers Visit to Bethel – Wetland General Permit

Sheila Newman from the Corps is coming to Bethel to discuss changes and answer questions regarding the new 5-year Wetland General Permit Program for Bethel. The public meeting is tentatively scheduled for Thursday, Oct 20. Time to be determined shortly.

Note: I took personal leave during the last week of September.



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907-543-2047

TO: City Manager
FROM: Human Resources
SUBJECT: September 2016 Manager Report

DATE: October 3, 2016

The following identifies significant projects that were in addition to general personnel action-based activities (hiring, terminations, benefits review, employee education, etc.):

Training

Participated in a Retirement Savings Drawdown Webinar offered by one of the City's Deferred Compensation providers.

Coordinated with the Social Security Administration to provide employees with information regarding their potential benefits, how participation in PERS could reduce their overall social security benefits and when they can draw social security while still working for the City.

Contacted Caselle for further information on the integration between HR module fields and the payroll information; coordinated with the Payroll Clerk to ensure both Departments are appropriately tracking employee deduction, compensation, and status changes.

Workers Compensation

Assisted Payroll Clerk with the update of Worker Compensation codes for City employees in response to a request from the City's insurance Broker (Doug Brown) to the Finance Department. The codes determine the insurance rates assigned to the City's positions and all of the codes had been changed sometime during the FY16 year. Correcting the data was critical to ensuring the City's FY17 Workers Compensation rates are appropriately calculated.

Recruitment/Retention

Submitted memo summarizing HR's analysis of the Finance Director position description and related salary ranges around the State for communities similar in either population or size of government.

Created HR Facebook identity to post City openings on the new City page.

Assisted new IT Director with developing updated position description and interviewing potential candidates for the IT Tech position.

RFP regarding a classification study for the City is still pending action in the Finance Department, and HR continues to gather position description and historical information in preparation for this project.

Union-Related:

Identified language in the new Union contract that awarded eligible union employees with their floating holiday on a fiscal vs. calendar year basis. Worked with payroll to ensure all eligible employees were credited with a floating holiday during the September 25, 2106 pay period processing.

Proposed reclassification of administrative Parts Clerk position to half-time parts clerk/half-time mechanic was denied by the union. Particular concerns noted by the Union included a lack of specificity in the scope of the mechanic-related duties compared to the full time mechanics and concerns regarding supervisory authority over the position.

Health Care:

All employees received notice of the Health Care Changes effective Oct 1st as follows:

Please share this information with those employees who do not have access to email and post it in your respective employee areas.

You should have already received new medical cards in the mail last week or they will be arriving shortly. These take effect October 1st and your current cards will no longer be valid.

I will be emailing and posting a new version of our Health Care Plan AND Summary of your Benefits this week. There are some important changes (beginning October 1st) that benefit you:

- 1. The City has moved out of "grandfather" status. What this means to you is that you now get more medical benefits as provided under the Affordable Care Act ("Obama-Care").
 - a. You are eligible for more preventive care, to include some adult immunizations;*
 - b. You don't have to wait the additional 6 months for complex dental coverage (crowns, dentures or dependent orthodontia);*
 - c. Preventive dental services for dependents 18 and younger are now paid at 100% of eligible cost (used to be only 80%).**
- 2. If a dependent child aged 18 or younger needs to travel for medically necessary services and eligible for the travel benefit, the parent or legal guardian is also eligible for the travel benefit.*
- 3. ER services at a non-preferred provider are now paid at 80% instead of 50%.*
- 4. Spouses have been redefined from opposite-gender to "lawful"; (common law is still not recognized).*
- 5. If you leave City employment and are rehired within 90-days, you do not have to wait to have your insurance coverage start up again.*

Also beginning October 1st, there are some changes that save the City money but don't decrease your overall coverage:

- 1. Dependents can no longer be covered as a dependent of more than one City employee - the City was paying double-premiums for these dependents with no additional benefit to you. Any affected employees have already been informed.*
- 2. Employees are covered only as employees, not as dependents of another employee. Again, this saves the City the extra premium with no change to coverage.*
- 3. The City has joined a network, which allows us to save money on the actual claims processed.*

PERS

Received official notice that the State of Alaska 2016 PERS compliance review of the City's HR personnel files, payroll records and internal controls resulted in no issues of non-compliance. The State further congratulated the City on a clean review and compliance efforts.

Transit Program

Worked with Bethel Family Clinic and City staff to complete the City's response to the May 2016 Section 5311 Drug and Alcohol Compliance Site Review. The City's response included completion of required training by all transit drivers and mechanics, required policy updates, and numerous certifications. There is one area within the findings for which the City has requested a variance – that is the need to maintain credentials of a DOT-qualified Substance Abuse Professional (SAP). There is no such credentialed practitioner in Bethel and those in the Anchorage area do not maintain consistent participation in the DOT program. The City has asked for a variance to be able to identify a qualified individual when needed to meet regulatory requirements, rather than having a pre-established SAP.

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311



TO: City Council
FROM: Peter A. Williams- Port Director
SUBJECT: Sept, 2016 Managers Report

PORT ADMINISTRATION ACTION ITEMS AND ACTIVITIES

- **Small Boat Harbor-** The crew has spent a fair amount of time picking driftwood along the shores of the SBH basin and entrance channel. SBH attendants continued 24/7 coverage. We've installed 600 cubic yards of material for the base of the access road going towards the 11 acres of previously was assessable property. The hardest part is done and in 6 weeks we might look at continuing this project. We will start to demobilize the SBH starting OCT 3thd. The long term (2 weeks) NWS is windy and rainy weather. Traveling on the river will become progressively unsafe over the next few weeks. Replacement parts for the cameras are reroute. The system is five years old and some parts are not being made anymore.
- **Bethel Bank Stabilization Project-** The BIA is performing a Archeology Study regarding the Jungs and Active parcels.
- **City Dock-** Alaska Logistics and AML last barges of the season arrived Sept 26th and then another on Sept 30th. There is still one vessel to arrive yet and due Oct.5th-7th. There will be a small amount freight to be picked up and delivered to villages. There is two companies that I expect that will be discharging gravel on Beach One and loading sand at Beach Two(end of Standard Oil Rd.).
- **Petroleum Dock-** There are two fuel barges due between Oct 1st and the 7th. We willed-demobilize the dock for the season after those vessels depart.
- **Port Office-** A contract was signed for architect services with BDS,Inc. for the design of a new port office. We have decided on a floor plan and we received a concept plan for the exterior of the building on Sept.30th.
-

- **Hydrographic Survey/Seawall**—The survey was completed and reviewed. A copy was handed to USACE employees on Sept30th. The USACE inspected the waterfront. Comments of their report and the hydrographic survey will be discussed with the USACE at a later date.
- **Personnel**- Fully staffed, including the SBH attendants for two more weeks. One city dock attendant will remain employed too Nov.15th leaving the Port with 3 full time employees.
- **Finances**- Up to date and attached to this report.
- **V&E**-Mechanic repaired and serviced two light plants, JD310-backhoe,and some difficult repairs for one of the pick-up trucks.

Peter Williams
Port Director

-



CITY OF BETHEL
Fire Department

William F. Howell III, Fire Chief
P.O. Box 1388, Bethel, Alaska 99559
Phone: (907)-543-2131
Fax: (907)-543-2702
bhowell@cityofbethel.net

Celebrating 50 Years of Service

DATE: September 30, 2016
TO: Pete Williams, Acting City Manager
FROM: Bill Howell, Fire Chief
SUBJECT: September 2016 Management Report

Current Events

- The Fire Chief is currently on approved leave, working half-days until his return in October.
- The department raised \$16,000 in August for the new ambulance, Medic-6. These funds have primarily come from fund raising through food plate donation events, private contributions and raffles for donated items. Donation requests were sent to VFW, VFW auxiliary, Lions Club, Lynden, Donlin Gold, Calista and BCSF. With all grants, City funds and donations included \$101,000 of the \$255,000 needed has been raised thus far, leaving a deficit of \$154,000. Many other fund raising activities are planned for the coming months.
- The Department received \$40,000 in funding for 10 portable radios through the 2016 Homeland Security grant. We are finalizing specifications to purchase under the National Association of State Procurement Officers (NASPO) contract.
- On August 27 volley ball tournament benefitting the new ambulance was held at Pinkie's Park. Approximately \$2,000 was raised by this event. We would like to thank Volunteer FF/EMT Joey Valadez for organizing the event, Bethel Alaska PC Casey's Carpet, Fili's Pizza, Ed's Auto and Chop Stix Restaurant for sponsoring the event and all those that participated or helped with concessions.
- The Department is working with Baba's Pizza, Dimitri's, and Snack Shack Restaurant in accordance with fire and life safety issues identified through inspections triggered by the City alcohol ordinance. Snack Shack has abated all non-compliant conditions. As of this report Baba's Pizza is actively cooperating

with the department to abate cited deficiencies. There are no reportable changes in status at Dimitri's restaurant.

- The Fire Department boat was moved to the asphalt apron in front of the garage doors to deter further theft (last month the propeller was stolen). During the third week in August the interior of the boat was vandalized. The boat is operational at this time.
- The Department is working on a plan review of the Keyes building with YKHC and the State Fire Marshall's office. The Keyes building is being remodeled to house nurses.

Emergency Planning/Homeland Security

- On 08-03-16 the department met with administration and a representative of the DEC to discuss emergency planning in Bethel and comments made by the City in during the recent Donlin EIS public comment period.
- The Department is working with Public Health nursing to conduct a Point of Dispensing (POD) drill.
- The Department is working with planning to develop a new address ordinance. The new style reflective address signs can be seen popping up around town as businesses and new construction are required to install the signs by planning as part of the current code. Draft copies of the policy/ordinance were sent to planning.

Training

- On 09/06/16 at 7:00 p.m. an EMS Meeting was held at the fire station. EMT's reviewed the effects of carbon monoxide poisoning and treatment considerations.
- On 09/08/16 at 7:00 p.m. a Fire Meeting was held at the fire station. Responders conducted donning and doffing drills with turnout gear and SCBA. Also, an inventory was performed on Engine 4.
- On 09/20/16 at 7:00 p.m. an EMS Meeting was held at the fire station. Responders reviewed the EMT's role during Fire Prevention, including refreshing knowledge on Alaska Statutes regarding smoke and carbon monoxide alarm requirements in residences.
- On 09/22/16 at 7:00 p.m. a Fire Meeting was held at the fire station. Responders reviewed Fire Prevention topics, including smoke and carbon monoxide alarms.
- Staff are currently working on scheduling upcoming EMT-1, Firefighter-1, and Firefighter-2 courses. We hope to gain additional volunteers during these programs. Staff are recruiting for the upcoming EMT-1 course, which will begin

on Monday, October 17th and will conclude on January 14th with State of Alaska written and practical skills testing.

Responses

- The Bethel Fire Department responded to 126 EMS and 14 Fire incidents during the month of September.
- On 09-05-16 at 6:11 p.m. medics responded to Ptarmigan Road for the report of a person with a broken arm. The patient was assessed, treated, and transported to the hospital.
- On 09-06-16 at 1:15 a.m. medics responded to area of Standard Oil Road for the report of a person who was injured in a boating accident. The patient was assessed and transported to the hospital.
- On 09-07-16 at 11:13 a.m. medics responded to Chief Eddie Hoffman Highway for a person not breathing. Upon arrival, medics performed CPR and transported the patient to the hospital.
- On 09-25-16 at 11:28 a.m. firefighters responded to the area of the City Dump for a large column of black smoke. On arrival firefighters found no smoke or fire in that area. At that time there was thick fog lifting from that area that made it look like there was a smoke column in the area. Firefighters then cleared and returned to station.
- On 09-26-16 at 6:35 a.m. firefighters responded to the BNC Complex for the report of the smell of smoke. Firefighters found a ballast the was burned out. Firefighters made sure there was no extension and cleared the scene.
- On 09-28-16 at 10:23 p.m. medics responded to the area of Front Street for a person not breathing. Upon arrival, BPD officers were performing CPR. Medics continued CPR and transported the patient to the hospital.

Vehicles & Equipment

- The wildland fire response 4-wheeler stolen and damaged last in June was repaired by back creek marine. The estimate for repair is \$900, this is not covered by insurance. Invoices are being submitted to youth probation to facilitate restitution by the juvenile offender.

- M-5, our 2003 ambulance, had additional breakdowns in August. Air tanks and air water separators were replaced and the patient compartment air conditioning system have been repaired for a cost of \$3,880.
- Engine 3 our 1986 Grumman reserve pumper is still out of service to repair a leaking tank, relief valve, and tank to pump valve and pump packing. This work is being performed by department staff. The department is trying to locate sandblasting contractor or equipment to descale and epoxy coat the water tank. Failure to treat the water tank in this fashion would result in continued pitting and eventual failure.
- A recall was issued for selected air fittings on department Self-Contained Breathing Apparatus (SCBA). We have received the parts from the manufacturer and will begin replacing the affected components.
- The department is completed the annual hydrant testing per NFPA and ISO requirements. Work orders will be sent to Public Works for hydrants needing repairs.
- Pumps on Truck-1 and our 1986 Grumman, Engine-3 are undergoing significant pump and valve overhaul and will be tested once completed by department staff.

Budget/Financial

- Charges for damages to the Dale Construction excavator were submitted to the manager and paid by the City. The excavator was damaged at the Kilbuck Fire.
- The department is working with finance to correct a budget error in our purchased services, acct# 10-60-669. This account was erroneously funded at \$4,000 when it has traditionally been budgeted at \$22,500. The department has already spent over \$8,000 from this account.

Grants

- The Department received \$40,000 in funding for 10 portable radios through the 2016 Homeland Security grant.
- No response has been received for the Department's application to the FEMA 2015 Staffing for Adequate Fire and Emergency Response (SAFER) grant. We seek to fund four additional positions to comply with NFPA 1720. The application filed by the department, seeks \$840,000 total for the two-year period of performance.
- The department has VFA grant funds to purchase portable radios. This grant is approximately \$11,000 and requires a 10% city match.
- The Department applied for funding through the 2015 FEMA Assistance to Firefighters Grant Program. Unfortunately, we did not receive a grant award. We will apply again, once the application period re-opens.

- FEMA Assistance to Firefighters Grant for Self Contained Breathing Apparatus is complete. All goals and objectives of the project were met. Final closeout reports were submitted.

Staffing/recruitment

- The department hired long term Bethel Fire Department volunteer Kyle Inman to the Firefighter/EMT position defunded in FY15. We welcome Kyle to the team and wish him many years of success and enjoyment of his new position with the City of Bethel.
- The department is recruiting qualified applicants for the current vacant Firefighter/EMT position.
- Volunteer Firefighters and EMT's are needed. If you or someone you know might be interested, please invite them to contact the Fire Chief or Fire Captain. Applications are available at the fire station or can be emailed to potential applicants.

Memorandum

Date: September 3, 2016

To: Pete Williams, Interim City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



Personnel Changes

- Sam Blankenship – Retired as of 9/5/16
- Bo Foley – Hired as IT Director as of 9/23/16
- IT Technician's position currently vacant

Current Events

- **Director Transition:** I returned to work from a month-long vacation on 9/12/16 to find that the director's position had been vacated to which I was appointed as interim IT director. During these weeks I have been trying to get a handle of all the new management responsibilities I would take on. This transition has not been easy, but I've been doing my absolute best to get up to speed while still performing the duties of the IT Technician. As of 9/23/16, I was hired as the official IT director and have now been working to make the full transition into the position.
- **Director Duties:** There is a lot to learn without my predecessor here to train me on the nuances of the position. As such, I am having to seek help from the other department heads to learn about purchasing, credit card allocation, the IT department's budgetary limits, the dance of vendors, and what's expected of me as a department head. I have been acting IT director on a few occasions, but there were aspects of the job I was not granted experience with and this has made my transition into a full-time director challenging. Despite this, I am slowly, but surely, gaining a foothold on the job and am excited to be the newest addition to the management team.
- **Getting Up to Speed:** The past month has been all about trying to figure out what is mine in terms of projects, financial obligations, vendors, and contracts I'm responsible for. I'm also trying to get in touch with each company that my predecessor was working with in order to update their contact information to mine. In some cases, this is easy because I was aware of a number of vendors we were working with as a technician, however some other companies will only be made aware to me once their invoices show up.
- **IT Technician:** Along with making my transition to the director's position, I made sure to have the technician's position posted. We've had a few applicants and a couple have shown a lot of promise. I hope that within the next two weeks to finally fill that position so that the city will have a fully staffed IT department once again.

Future Plans

- **Preparation for Surveillance:** Before she left, former city manager Ann Capela was interested in getting camera surveillance installed in and outside the city buildings. In order to accommodate the recording of these systems, some work will need to be done to expand the server room in order to house new racks and updated servers dedicated to this project. Hopefully for the

Memorandum

Date: September 3, 2016

To: Pete Williams, Interim City Manager

From: Bo Foley, IT Director

Subject: IT Director's Report



upcoming fiscal year, I can put together some numbers to present to council in order to get some funds allocated so that the infrastructure is in place to handle this project when it moves forward.

- **New Copy Machines:** A binding contract with CDW-G has been satisfied as of July 2016 that locked us into using several Xerox Workcentre 7535 machines around the city. While these machines are robust and dependable for smaller loads, the ones in use by finance and the city clerk continually have problems. I would like to explore the option of upgrading at least those two 7535 units to a model that can more easily handle the demands of the city clerk and finance offices.



Memorandum

DATE: October 4, 2016

TO: Peter Williams, Acting City Manager

FROM: Hansel L Mathlaw, Asst. Finance Director

SUBJECT: Manager's Report – October 2016

Finance Committee

The finance committee met on September 26, 2017 and will meet again on October 10, 2016. The committee is working on the sales tax rewrite.

Finance Department

The department is fully staffed except for the finance director. One year ago the department was down Accounting Specialist and a General Ledger Accountant (May 2015-January 2016), that situation created myself to be the General Ledger Accountant for the FY2015 Audit.

I have attached a copy of the City of Bethel's Public Employees' Retirement System (PERS) compliance review. No issues of PERS non-compliance were identified during their review.

Given the turnover for the Accounting Specialist-Payroll I recommend the City continue service with Caselle to process payroll. During the months April and May, I personally had to perform the payroll duties.

Budget/Financial

Following Rural Utility Business Advisors (RUBA), there is a new procedure when submitting monthly financial reports to City Council. Before the reports would be attached along with the agenda. The Department of Commerce, Community, and Economic Development, Community and Regional Affairs wants an acknowledgement that the City Council received and review the report. The new procedure will come in the form of an IM along with the monthly report.

The monthly financial report is one month behind because it takes the General Ledger Accountant to prepare JEs for month end closing. The percentage of time from July to August that has passed is 17% and amount spent is 18% or about 172,841.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of
Administration**

DIVISION OF RETIREMENT AND BENEFITS

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Juneau, AK 99811-0203
FAX: (907) 465-3086
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September 7, 2016

Mr. Hansel Mathlaw
Finance Director
City of Bethel
PO Box 1388
Bethel, AK 99559

Dear Mr. Mathlaw,

I recently visited the City of Bethel (COB) to perform a compliance review for the Public Employees' Retirement System (PERS). I would like to thank you and your staff for your time and cooperation.

In my capacity as the Division's Auditor, I reviewed information required by PERS from a participating PERS employer per Alaska Statute (AS) 39.35.070. Responsibility for both the accuracy of the data and completeness of the information reviewed rests with the management of COB.

I planned and performed the review to obtain reasonable assurance that information is being reported correctly to PERS. This included analyzing specific information concerning contracts between COB and the State of Alaska, reviewing Alaska Statutes, and reviewing policies and procedures, on a test basis, with evidence supporting information reported for members participating in PERS and employees excluded from PERS enrollment.

No issues of PERS non-compliance were identified during my review. I congratulate COB on a clean review and their PERS compliance efforts.

Thank you for taking time your of your busy schedule to assist in the Division's review process.

Sincerely,

A handwritten signature in blue ink that reads "Melanie E. Helmick".

Melanie E. Helmick
Division Auditor

City of Bethel
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City of Bethel
Objectives, Scope, and Methodology

Objective

In accordance with Alaska Statute (AS) 39.35.004, we have reviewed the activities of the City of Bethel (COB) to determine compliance with the Public Employees Retirement System (PERS).

Scope

Auditors reviewed and analyzed the following:

- 2015 PERS system enrollment information
- PERS participation agreement
- 2015 Federal Forms W-2, W-3 and 1099-MISC
- 2015 payroll records
- Human resource files
- Internal controls related to PERS reporting
- Total employees reviewed - 176
- Total PERS employees – 121

Methodology

We verified PERS compliance by initially requesting 2015 personnel and payroll information from COB. We compared this data to Division of Retirement and Benefit records and used analytical techniques to select apparent anomalies for testing. We used Circular A-133 guidance when determining sample size and performed additional testing when necessary. Auditors performed fieldwork at COB offices on June 27, 2016 and worked with COB staff as necessary to complete the report.

City of Bethel
Organization and Background

Accessible only by air and river, Bethel is the main port on the Kuskokwim River and the hub for over 50 villages in the Yukon-Kuskokwim Delta.

Bethel is the largest community in western Alaska and is the 9th largest in the state. Annual events in Bethel include the notorious Kuskokwim 300 and the Yup'ik Dance Festival, Camai.

The City of Bethel was incorporated in 1957 and is governed by the Bethel City Council. The council is comprised of seven members including a mayor, each members serve a three year term of office.

COB joined PERS in effective December 1, 1973. The original PERS participation agreement excluded all employees except those employees in the police department. COB's PERS participation agreement has since been amended five times:

1. Amendment No. 1:

Effective April 16, 1986

Included the City Manager employed January 22, 1986 or anytime thereafter.

2. Amendment No. 2:

Effective August 19, 1991

Included all eligible employees except the Building Maintenance Supervisor, the Utility Program Services, the Senior Center Program Manager and employees of the Phillips Alcohol Treatment Center Counselor.

3. Amendment No. 3:

Effective December 16, 1991

Included all eligible employees except the Building Maintenance Supervisor, the Utility Program Services, the Senior Center Program Manager, employees of the Phillips Alcohol Treatment Center Counselor and the City Manager.

4. Amendment No. 4:

Effective September 16, 1992

Included all eligible employees except the Building Maintenance Supervisor, employees of the Utility Program Services, the Senior Center Program Manager and employees of the Phillips Alcohol Treatment Counselor.

5. Amendment No. 5:

Effective May 15, 2001

Excluded elected officials.

City of Bethel
Review Issues

No issues of PERS non-compliance were identified.

City of Bethel
Comments

We offer the following guidance to the City of Bethel.

Comment No. 1
Temporary Employees

Internal Revenue Service Publication 963 – Part-Time, Seasonal, Temporary Employees
(Publication 963 is a federal-state cooperative publication (Social Security Administration, Internal Revenue Service, National Conference of State Social Security Administrators)

Special rules apply to part-time, seasonal and temporary employees for purposes of determining whether they are qualified participants in a public retirement system.... IRS Publication 963, Regulation 31.3121(b)(7)-2(d)(2)(iii)(C).

The Department of Administration, Division of Retirement and Benefits has provided additional temporary employment guidance per the policy memo described below. The policy was created to assist Division employees when reviewing positions for inclusion in PERS.

Department of Administration Policy Memo – Temporary Service
Effective Date: April 10, 2013

Temporary, Nonpermanent Employment

- (a) A temporary employee is any employee specifically hired to perform services of either a full or part-time basis
 - i. supporting or supplementing an employer's work force during employee absences, temporary skill shortages or temporary increased workload; or
 - ii. implementing special assignments, projects and other similar work situations;
 - iii. for a limited duration.

- (b) The administrator will make a determination regarding whether an employee is temporary by evaluating all of the facts and circumstances of the employment including
 - i. the extent to which the employment supports or supplements an employer's workforce;
 - ii. the extent to which the employment implements special assignments, projects or work situations; and
 - iii. the extent to which the term of employment exceeds two years.

- (c) An employment segment which has been designated as a temporary or nonpermanent appointment, or an employment segment for which a person has been designated as temporary or nonpermanent employee by the employer is not creditable under this system except for temporary employment claimed under AS.35.345, and temporary legislative employment claimed under AS 39.35.385(f) and 39.35.360(g). For purposed of AS 39.35, Comprehensive Employment and Training Act (CETA) employees are designated temporary employees.

City of Bethel
Comments

Comment No. 2
Seasonal Employees

AS 39.35.680 (40) “seasonal” refers to an employee who is occupying a position for less than 12 month each year where it is anticipated that the same employee will return to the position when needed and includes a temporary employee of the legislature if part of the service for the legislature during each calendar year is performed during a legislative session.

MEMORANDUM



DATE: October 4, 2016

TO: Peter Williams, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report – October 11, 2016 Bethel City Council Meeting

Grant Funding Landscape

The grant funding landscape is changing. The amount of grant funds available is decreasing. The State Homeland Security Grant is an example. The amount available statewide decreased from \$7 million five years ago to just over \$3 million last year.

There are more loans or grant/loan combinations. The USDA continues to say that they have a lot of loan money and limited grant funds.

The required match amounts are increasing or more points are added to match, requiring applicants to provide match to achieve a score in the fundable range. The City's request for energy funding to the State last year offered no match and was not funded.

More State and federal agencies are requiring collaboration among community partners, organizations, and even private-public partnerships. Several USDA programs allow cities to apply for grant funds, but the funds must benefit both the City and private for-profit firms. For instance, a private company in Bethel can put up funds to buy and install a solar power producing array on a City building and collect funds per kilowatt hour produced. The City would save money by paying the private company less than it would pay the utility for the same amount of electricity.

Another trend is where State agencies are compiling two to three year's worth of federal grant funds before issuing a call for applications. The City's recent Alaska Statewide Transportation Alternatives Grant is an example. The grant amount distributed represents three years of "savings" (FY 2013-2015).

Sewer Lagoon Rehabilitation Project

The City is working to complete and submit the documents listed in the Letter of Conditions from USDA-RD. There might be 5-7 documents outstanding. USDA-RD will draft a letter to the City to confirm the documents that are still needed in early October.

Engineer proposals for design of the project are due to the City by Friday, October 7, 2016. The goal is to have a contract for engineering services in front of City Council to approve by the October 25, 2016 meeting.

Alaska Transportation Alternatives Program Grant

Once City Council approves the ATAP grant, the environmental permitting process can begin. The goal is to secure environmental clearances and get a contractor hired through the bid process this winter. Construction of the trail will take place during summer 2017.

Grant Reports

October is the month following a quarter of grant activity. Sam Amik will prepare the financial reports and I will prepare the progress reports.

Grant Projects

Bus Shelters

The City of Bethel assembled and installed 14 of the 15 bus stop shelters to date. Bus stop shelters were spread all over town, from Tundra Ridge to Bethel Heights to downtown to locations on Chief Eddie Hoffman Highway. The feet of some shelters are being attached to treated lumber and reset on top of the gravel pads for added stability.

Pinky's Park Improvement Project

When time permits, the Streets and Roads Division will deposit truckloads of sand on-site to complete the 20 foot extension of the parking lot toward the street. A larger parking lot will provide more room for vehicles to park and maneuver and reduce erosion.

RFBs and RFPs

The City received one bid for each of the three Request for Bids documents that it issued for janitorial services for City Hall, Department of Law in the Courthouse, and Courthouse proper. The City Attorney is drafting one contract to serve the City's interests in this regard.

The sewer lagoon engineer proposals will be received October 7, 2016. Engineer services for the lagoon include design of the dredging project, replacement of the baffles, berm enhancement, design of the truck dump site and surrounding turnaround area, inspections, environmental compliance, and project management.

City of Bethel Grant Summary Calendar Year 2016					
Preparing					
Sponsor	Name	Products/Services	City Depts. (Partners)	Date	\$ Grant \$ City Match
Alaska Public Entity Insurance	Surface Material Grant	Playground surface material	Parks Div. Public Works	On-going	\$10,000 0
United States Dept. of Agriculture-Rural Development	Wastewater Program	Replacement of Truck Dump Site	Public Works	On-going	\$1,669,358 \$913,000
Alaska Dept. of Environmental Conservation	EPA wastewater program	Dredging, baffle replacement, other improvements of sewer lagoon.	Public Works	On-going	\$4,400,000 Est.

Submitted in Calendar Year 2016					Most recent first
Sponsor	Name	Products/Services	City Depts.	Date	\$ Grant \$ Match
Federal Emerg. Management Agency	Staffing for Adequate Fire and Emerg. Response	4 Firefighter/EMT positions for two years.	Fire	3/25/16	\$839,000 0
Approved					Most recent first
Alaska Public Entity Insurance	Grant	Safety equipment/supplies	Public Works	Feb. 2015	\$1,000
Federal Emerg. Management Agency	Code Blue Program administered by YKHC	Ambulance	Fire	3/25/16	\$45,000
AK Division of Homeland Security and Emerg. Mgmt.	State Homeland Security Grant	Radios, videocameras, foam extinguisher, portable light banks.	Police Fire Public Works Port	2/19/16	\$80,835 0
AK Dept. of Transportation & Public Facilities	AK Transportation Alternatives Program	Construction of gravel trail from hospital to City Sub.	Public Works	6/30/16	\$320,000 \$80,000 YKHC
AK Dept. of Health and Social Services	Community Safety Patrol Grant	Three CSP positions, equipment, training.	Police	5/6/16	\$323,081 \$32,308
Environmental Protection Agency & AK Dept. of Environmental Conservation	Wastewater Grant Program	Design, inspections, permitting, dredging, baffle replacement.	Public Works	On-going	\$157,000 0
Alaska Dept. of Transportation and Public Facilities	SFY 2017 AK Community Transportation Grant	Transit operations and admin.	PW- Transit	12/11/15	\$250,597 \$80,580
Total					\$1,177,513
Not Approved					Most recent first

City Clerk's Report
