City of Bethel

P.O. BOX 1388
Bethel, Alaska 99559
Phone: 907- 543-2047
Fax: 907-543-3781

Regular City Council Meeting
February 25, 2014
6:30 P.M.
Council Chambers; Bethel, Alaska

City Council Meeting Agenda
Regularly Scheduled Meeting
February 25, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers

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

Rick Robb
Vice Mayor
Term Expires 2015
543-1879
rrobb@cityofbethel.net

Mark Springer
Council Member
Term Expires 2015
545-1450
mspringer@cityofbethel.net

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

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

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

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

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

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

Patty Burley
City Attorney

Paul Richards
Lobbyist
pmrichards@gci.net

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

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

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

VI. **APPROVAL OF MEETING MINUTES**

a) **P3** *2-10-2014 Special City Council Meeting
b) **P7** *2-10-2014 Special City Council Meeting
c) **P9** *2-11-2014 Regular City Council Meeting

VII. **REPORTS OF STANDING COMMITTEES**

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

VIII. **UNFINISHED BUSINESS**

a) **P33** Public Hearing Of Ordinance14-07: Repealing And Replacing Bethel Municipal Code Section 3.64.050 Employment Of Relatives (City Manager Foley)
b) **P35** Public Hearing Of Budget Ordinance 13-12 (c): Amending The FY 2014 Budget Moving Funds From The Seawall Maintenance Account To The Port Operating Budget (City Manager Foley)

IX. **NEW BUSINESS**

a) **P45** *Introduction Budget Ordinance 13-12 (d): Amending The FY 2014 Budget Courthouse Carpeting (City Manager Foley)
b) **P49** *Introduction Of Budget Ordinance 13-12 (e): Amending The FY 2014 Budget Port East Timber Wall Design Cost Increase (City Manager Foley)
c) **P59** *Resolution 14-04: Prepare and Submit Tier 2 Funding Request To Rasmuson Foundation For Aquatic Center Furniture, Fixtures, And Equipment (City Manager Foley)
d) **P61** AM 14-20: Determining The Process Of Employment Contract Negotiation Between The City Of Bethel And Lori Strickler (Mayor Klejka)

Agenda posted on February 19, 2014, at City Hall, AC Co., Swansons, and the Post Office.

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

e) **P71** AM 14-21: Directing The City Manager To Accept the $196,969 In Funding From The Yukon Kuskokwim Health Corporation, Diabetes Prevention And Control Program To Purchase Exercise Equipment And Athletic Pool Gear for the Use At The Yukon Kuskokwim Regional Aquatic Health And Safety Center (City Manager Foley)

f) **P77** *AM 14-22: Approving The Mayor's Appointment Of Greg Roczicka To The Port Commission (Mayor Klejka)

g) *Personal Leave Request For City Manager February 14, 2014 (City Manager Foley) approved

X. MAYOR'S REPORT

XI. MANAGER'S REPORT

XII. CLERK'S REPORT

XIII. COUNCIL MEMBER COMMENTS

XIV. EXECUTIVE SESSION

a) **P95** Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions (City Manager Foley)

XV. ADJOURNMENT

Agenda posted on February 19, 2014, at City Hall, AC Co., Swansons, and the Post Office.

Lori Strickler, City Clerk's Office

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

Approval of the Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 10, 2014 at 12:00pm, in the council chambers, Bethel, Alaska.

Mayor Klejka called the meeting to order at 12:00 pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present: Mayor Joseph Klejka, Council Member Eric Whitney, Council Member Leif Albertson, Council Member Heather Pike

Members Absent were:
Council Member Mark Springer, Vice-Mayor Rick Robb, Council Member Sharon Sigmon

Also in attendance were the following:
City Clerk Lori Strickler, City Manager Lee Foley, City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF THE REGULAR AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Whitney, Albertson and Pike
Opposed:	None

VI. NEW BUSINESS

Item A – Lease Agreement Between The City Of Bethel And Orutsararmiut Native Council For The Senior Center.

Main Motion:	To inform ONC at the Joint Task Force Meeting that they will have the option of signing the Lease Agreement within 30 days; if the Lease Agreement is not signed within 30 days, the City will release an RFP for either the lease or sale of the property for fair market value.
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Whitney, Albertson and Pike
Opposed:	None

Item B- Lease Agreement Between The City Of Bethel And Orutsararmiut Native Council For The ONC Multi Purpose Property.

Main Motion:	Express to ONC, the City has no interest in disposing of the property, the City will require a new lease with an identified public use of the property or ONC shall remove the building from the property; ONC will additionally need to identify the hazardous material and a plan for remediation of the materials.
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Whitney, Albertson and Pike
Opposed:	None

Item C- Joint Bethel Transit System Memorandum Of Agreement and Funding Concerns.

Subsidiary Motion:	To hear from members of the galley.
Moved by:	Pike
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Whitney, Albertson and Pike
Opposed:	None

XII. ADJOURNMENT

Main Motion:	To adjourn
Moved by:	Albertson
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Whitney, Albertson and Pike
Opposed:	None

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 10, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present: Mayor Joseph Klejka, Council Member Mark Springer (participated telephonically), Council Member Eric Whitney, Council Member Leif Albertson, Council Member Heather Pike

Members Absent were:
Vice-Mayor Rick Robb, Council Member Sharon Sigmon

Also in attendance were the following:
City Clerk Lori Strickler, City Manager Lee Foley, City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

No one wished to be heard.

V. APPROVAL OF THE AGENDA

Main Motion:	To approve the Agenda.
Moved by:	Whitney
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Springer, Whitney, Albertson and Pike
Opposed:	None

VI. EXECUTIVE SESSION

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

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

Main Motion:	Go into Executive Session to discuss - The Annual Evaluation Of The City Manager As Per Alaska Statutes 44.62.310: Personnel Matters (Unless the Person Has Requested To Have The Subjects Discussed In Public) Or Subjects That Tend To Prejudice The Reputation And Character Of A Person. Persons that may be included in the Executive Session are, City Manager Foley.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Springer, Whitney, Albertson and Pike
Opposed:	None

Council Moved into Executive Session at 6:34p.

Council when back on the record at 7:25p.

XII. ADJOURNMENT

Main Motion:	To adjourn
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Springer, Whitney, Albertson and Pike
Opposed:	None

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 11, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Comprising a quorum of the Council, the following members were present: Mayor Joseph Klejka, Council Member Eric Whitney, Council Member Leif Albertson, Council Member Heather Pike, Council Member Sharon Sigmon (participated telephonically, connected at 6:40p), Council Member Mark Springer (participated telephonically, connected at 8:37p then arrived in person at 8:55p)

Members Absent were:
Vice-Mayor Rick Robb

Also in attendance were the following:
City Clerk Lori Strickler, City Manager Lee Foley, City Attorney Patty Burley

IV. PEOPLE TO BE HEARD

Beverly Hoffman- Stated the City of Bethel seemed decisive and upset due to some recent activities regarding employment of relatives; feels, there is a lot of frustration surrounding this issue. Agrees there should be a policy in place to allow for the employment of relatives that would allow a situation similar to the one the City is currently facing. Requested the City Council to take a look at other municipal codes to see what would work for Bethel.

George Young, Fire Chief- Having worked for the City for 34 years, has never come to a council meeting to support a standing boss. There are a lot of concerns within the City organization right now, the employees need answers. The City Manager and the Finance Director have brought the Council a balanced budget as well as five good audits.

Stan Corb- Supported of Lee Foley, as the City Manager. Hopes the City Council can find a way to resolve the issue of employment of relatives to keep the City Manager employed.

Harry Faulkner- This Council has pressured the Chief of Police to a point of resignation; the Council is doing the same with the City Manager. The City of Bethel is a partner with his seven businesses in town; if the City of Bethel isn't functioning, then his businesses can't function.

Bill Howell- Agreed with many of the statements made by the others that have spoken before the Council. Good leadership is very hard to find in the City; cautioned the Council that finding a good City Manager is very difficult in the community. Going into this year's budget is going to be hard; we are looking at least a one million dollar short fall. Lee Foley has presented the Council with a balanced budget every year he has worked in the City Manager role.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion:	To approve the Consent and Regular Agenda.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 4-0
In favor:	Klejka, Whitney, Albertson and Pike
Opposed:	None

VI. APPROVAL OF THE MEETING MINUTES

Item A- 1-28-2014 Regular City Council Meeting.
Passed on the consent agenda.

Item B- 2-1-2014 Special City Council Meeting
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A- Port Commission –
Port Director, Pete Williams-
The north side ramp is ready for inspection.

Item B- Planning Commission –
Planning Director, Rachael Pitts –
A meeting was not held due to a lack of a quorum.

Item C-Public Safety and Transportation Commission-
George Young, Fire Chief-
A meeting was not held due to a lack of a quorum.

Item D-Energy Committee –
Sharri Salyers, Energy Recorder-
A meeting was not held, the Committee does not have enough members to meet a quorum.

Item E-Public Works Committee-
Council Representative, Mayor Joseph Klejka
No update available.

Item F- Finance Committee-
Finance Director, Hansel Mathlaw –
A meeting has not been held since the last City Council meeting.

Item G-Parks and Recreations Committee-
Council Representative, Eric Whitney-
Working on a recommendation to the Council for tobacco free parks.

VIII. SPECIAL ORDER OF BUSINESS

Item A- Proclamation Distinguished Service Award Recognizing Gene Peltola Sr.

IX. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 14-04: Amending The Bethel Municipal Code Section 8.10 Smoking Pollution Control, Violations And Penalties.

Mayor Klejka opened the public hearing.
No one wished to be heard.
Mayor Klejka closed the public hearing.

Main Motion:	A motion to adopt Ordinance 14-04.
Moved by:	Whitney
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item B- Public Hearing Of Ordinance 14-05: Amending Bethel Municipal Code Section 6.04 Licensing And Impoundment, Penalties.

Mayor Klejka opened the public hearing.
No one wished to be heard.
Mayor Klejka closed the public hearing.

Main Motion:	Motion to adopt Ordinance 14-05.
Moved by:	Whitney
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item C- Public Hearing Of Ordinance 14-06: Amending Bethel Municipal Code Section 5.20 General Provisions, Penalties.

Mayor Klejka opened the public hearing.
No one wished to be heard.
Mayor Klejka closed the public hearing.

Main Motion:	A motion to adopt Ordinance 14-06.
Moved by:	Whitney
Seconded by:	Albertson
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Whitney, Sigmon, Albertson and Pike
Opposed:	None

X. NEW BUSINESS

Item A- Introduction Of Ordinance 14-07: Repealing And Replacing Bethel Municipal Code Section 30.64.050 Employment of Relatives.
Passed on the consent agenda.

Item B- Introduction Of Budget Ordinance 13-12 (b): Amending The FY 2014 Budget Moving Funds From The Seawall Maintenance Account To The Port Operating Budget.
Passed on the consent agenda.

Item C- AM 14-12: Directing Administration To Enter Into An Agreement With The State Of Alaska Community And Economic Development To Have A Rural Utility Business Advisor Assessment Performed For The City.

Main Motion:	Approve AM 14-12.
Moved by:	Whitney

Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item D- AM 14-13: Approving Mayor Klejka's Appointment Of Mary Weiss To The Energy Committee.
Passed on the consent agenda.

Item E- AM 14-14: Approving The Transfer By The Alaska Energy Authority Of The Alternative Energy Feasibility Study Grant And Bethel Wind Farm Grant To The Alaska Village Electric Cooperative.

Main Motion: Motion to approve AM 14-14.

Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item F- AM 14-15: Appointment Of Naim Sabani To The Public Safety And Transportation Commission.
Passed on the consent agenda.

Item G- AM 14-16: Directing The City Manager To Enter Into A Contract Between The City Of Bethel And DOWL HKM For Project Management For The Small Boat Harbor, Bank Stabilization Project.

Main Motion: Motion to approve AM 14-16.

Moved by:	Whitney
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item H- AM 14-17: City Clerk's Personal Time Off Request For February 14, 2014.
Passed on the consent agenda.

Item I - AM 14-18: Directing The City Manager To Terminate The Memorandum Of Agreement Between The City Of Bethel And Sutton Business Solutions Dated 12/20/2013, Terminate The Undated Amendment Between The City Of Bethel And Sutton Business Solutions

LLC, And Terminate Any Other Business Agreements Between The City Of Bethel And Mr. Bobby Sutton.

Item J- AM 14-19: Administrative Leave Request For City Attorney To Attend Training May 1 and 2, 2014.
Passed on the consent agenda.

Item K - Presentation Of The Three Options To Connecting The State Highway To Ptarmigan.

Main Motion:	Direct the City Manager to determine more detailed financial costs for road option one –Around H-Marker Lake to Tundra Ridge Road.
Moved by:	Whitney
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 5-0
In favor:	Klejka, Whitney, Sigmon, Albertson and Pike
Opposed:	None

Item L - Determination Of The Processes, Cost and Time Frame Of An Independent Auditor Or Investigator To Review City Contracts Personnel Policies And Budgets Associated With Each And Potential Direction To City Clerk And City Attorney To Hiring An Independent Auditor Or Investigator For Said Review.

Main Motion:	Hire the auditing firm to do a forensic audit to review the personnel policy and contracts that have been performed over the past year to include the third party attorney firm to work in conjunction with the third party auditing firm.
Moved by:	Sigmon
Seconded by:	Whitney
Action:	Motion failed by a vote of 1-4
In favor:	Sigmon
Opposed:	Klejka, Whitney, Albertson and Pike

Primary Amendment 1:	Strike "forensic audit" and to insert "personnel policy" and procedures within the City and to make recommendations and to set a maximum limit of $10,000 for the services.
Moved by:	Whitney
Seconded by:	Sigmon
Action:	Motion failed by a vote of 2-3
In favor:	Whitney and Sigmon
Opposed:	Klejka, Albertson and Pike

Motion:	Table the motion.

Moved by:	Albertson
Seconded by:	Whitney
Action:	Motion failed by a vote of 2-3
In favor:	Albertson, Whitney
Opposed:	Klejka, Sigmon and Pike

Council Member Springer connected to the meeting via telephone at 8:37p.

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Springer-
Reiterated the statements made by the rest of the City Council Members have made.

Council Member Sigmon-
Appreciate every one of the council members; the group is working very hard to make sure the City runs as transparent as possible. There are a number of issues that have come to the attention of the Council and they are working as a group to make sure the City is moving in the best direction.

Council Member Albertson-
A lot of concerned citizens came to speak to the City Council; wanted to assure the public that the Council is moving very cautiously on the many issues that they have been faced with.
Would like to correct a statement made by a member of the public that the council pressured the Chief of Police to resigning. Appreciated the service provided by Chief Larry Elarton.

Council Member Pike-
Reminded the public that as elected officials, there is always the burden of truth. The Council is doing their best to service the public and the Council is working very hard to do what is best for the community.

Mayor Klejka-
It has been turbulent times, thanked Mr. Gene Peltola for his long friendship and mentorship, after the death of his father, would like to

express his sincere appreciation to the many people that provided support to him and his family.
One issue that has been hard but necessary for the City Council to deal with is the employment of the hiring of relatives. It is important for the Council to make the right decisions on these difficult issues.
Appreciates the many people that came to speak to the Council tonight. The Jr. Iditarod is in a week and it has been difficult training without any snow.

Council Member Whitney-
Agreed with Council Member Albertson's comments, the Council is doing what they have to do to insure the City is moving in the right directions. Commented on an item listed in the Public Works Director's report, if you have an oversize load, please don't place it in the dumpsters.

XVI. EXECUTIVE SESSION

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

Main Motion:	Move into Executive Session to discuss: Per Alaska Statutes 44.62.310 C. 1. To Discuss (1) Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-Contracts And Personnel Management. Individuals that may be participating in the executive session are City Attorney Burley and City Manager Foley.
Moved by:	Pike
Seconded by:	Whitney
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Whitney, Sigmon, Albertson, Springer and Pike
Opposed:	None

Council Member Springer disconnected from his telephonic participation.

Council entered into executive session at 8:46p.

Council Member Springer arrived in person at 8:55p.

Council exited executive session at 11:08pm.

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

Direct the City Attorney to employ outside counsel for the City Council, not to exceed a cost of $40,000 to investigate City contracts and agreements regarding 1) demolition of the old police station 2) agreements with Bobby Sutton up to and including the Personnel Action Request beginning March 2013 through his employment as finance director and his post city employment as a consultant 3) agreements and leases for use of the City airport sandpit by private entities 4) financial accounting of leave use by salaried employees not covered by the collective bargaining agreement for the period of 12 months 5) Investigation of employee complaints regarding inappropriate intimidation of employees by supervisors 6) Hire outside council to review and advise city council on the existing violation with regard to the Bethel Municipal Code section 3.64.050, Employment of Relatives.

Main Motion:	The line item to be charged for this will be 10-51-642.
Moved by:	Springer
Seconded by:	Pike
Action:	Motion carried unanimously by a vote of 6-0
In favor:	Klejka, Whitney, Sigmon, Albertson, Springer and Pike
Opposed:	None

XVII. ADJOURNMENT

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

The City Council adjourned at 11:22p.

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Reports of Standing Committees

City of Bethel, Alaska
Public Safety & Transportation Commission

February 4th, 2014 | Regular Meeting | Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Safety and Transportation Commission was held on February 4, 2014 in the Bethel Police Department Training Room.

This meeting was called to order at 7:03pm.

II. ROLL CALL

Present: Sharon Sigmon *Council Representative*
Joan Dewey
Pat Jennings

Absent: Johnny Furlong *Vice Chair*
Jennifer Dobson

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

A quorum was not established of the Commission.

III. ADJOURNMENT

Meeting adjourned at 7:03pm.

APPROVED THIS _____ DAY OF_____, 2014.

_____ KaJena Baty, Recorder

_____ Vacant, Chair

DRAFT

Planning Commission Meeting Agenda

Regular Meeting
Thursday, February 13, 2014 – 6:30PM
City Hall Council Chambers 300 Chief Eddie Hoffman Highway

MEMBERS

John Guinn
Chair
Term Expires
12/2013

Joy Shantz
Vice-Chair
Term Expires
12/2013

Heather Pike
Council Rep.
Term Expires
10/2015

Vacant

Abe Palacios
Committee Member
Term Expires
12/2015

Cliff Linderoth
Committee Member
Term Expires
12/2014

VACANT
Committee Member
Term Expires

Rachael Pitts
Ex-Officio Member

Betsy Jumper
Recorder

AGENDA

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – (15 Minute Limit)
IV. APPROVAL OF MINUTES OF THE DECEMBER 5, 2013 SPECIAL MEETING
V. APPROVAL OF AGENDA

VI. SPECIAL ORDER OF BUSINESS
A. Election of Planning Commission Vice-Chairman

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

VIII. NEW BUSINESS
A. Public Hearing: Pinky's Park-Preliminary Plat, Tract 1, containing 31.43 acres, property of the City of Bethel. The address is 326 Akiachak Avenue. The purpose is the addition of 10 acres to Pinky's Park
B. Public Hearing: Preliminary Plat - A portion of United States Survey 3790, Block 6, lot 15D, located in the right-of-way of East Avenue, ten feet width and 9785 feet in length, a total of 978.5 square feet. Property of Sharon J. Strauss and Samuel Strauss. The address is 206/208 East Avenue. The purpose is a right-of-way dedication.

IX. DIRECTOR'S REPORT
X. COMMISSIONER'S COMMENTS
XI. ADJOURNMENT

Posted: Feb. 7, 2014, at AC, Swanson's, City Hall, Cultural Center

City of Bethel, Alaska
Planning Commission

February 13, 2014 Regular Meeting Bethel, Alaska

I. CALL TO ORDER

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

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

II. ROLL CALL

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

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

Next meeting will be on March 13, 2014.

John Guinn, Chairman

Betsy Jumper, Recorder

City of Bethel
Port Commission Meeting Agenda

Regularly Scheduled Meeting
February 18, 2014 - 7 pm (Tuesday due to President's Day)
City Council Chambers, City Hall, Bethel, AK

Commissioners
Alan Murphy
Chair
Term Expires 2011
(907)543-2805

Greg Roczicka
Vice-Chair
Term Expires 2013
(907)543-2903
groczicka@hotmail.com

Mark Springer
Council Rep.
Term Expires 2013
(907)543-1297
mspringer@cityofbethel.net

Richard Pope
Port Commissioner
Term Expires 2013
(907)543-1900
bethelalaskapc@gci.net

John Dickens
Port Commissioner
Term Expires
(907)529-7756

Pat Jennings
Port Commissioner
Term Expires
(907)543-3838
Jenningsfive@gmail.com

Ex-Officio
Peter A. Williams,
Port Director
(907)545-4150
pwilliams@cityofbethel.net

Edward Flores
Port Admin
(907)543-2310
eflores@cityofbethel.net

i. **CALL TO ORDER**

ii. **ROLL CALL**

iii. **PEOPLE TO BE HEARD**

iv. **APPROVAL OF AGENDA**

v. **APPROVAL OF MINUTES FROM THE REGULAR MEETINGS**

vi. **DEPARTMENT HEAD COMMENTS**

vii. **UNFINISHED BUSINESS**
- **Small Boat Harbor**
- **FY 14 & 15 Budget**
- **Port Office /City Dock**

viii. **NEW BUSINESS**
- **East Timber Wall/City Dock**

ix. **COMMISSION MEMBER'S COMMENTS**

x. **ADJOURNMENT**

Public Works Committee Agenda

Regular Meeting Wednesday February 19, 2014 – 6:30PM
City Shop Conference Room

MEMBERS

Joseph A Klejka
Council Rep.
Term Expires
11/2013

Frank Neitz
Chair
Term Expires
12/2013

Jennifer Dobson
Vice-Chair
Term Expires
12/2014

VACANT
Committee Member
Term Expires
.

Scott Guinn
Committee Member
Term Expires
12/2014

Donna Lindsey
Committee Member
Term Expires
12/2016

Delbert Egoak
Committee Member
Term Expires
12/2015

Bill Arnold
Ex-Officio Member

Cheryl Roberts
Secretary/Recorder

AGENDA

I. CALL TO ORDER
II. ROLL CALL
III. PEOPLE TO BE HEARD – (5 Minute Limit)
Mike Nevenzel with ProDev - Pool Update
IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES
A. Minutes from the previous regular meeting - January 15, 2014.

VI. SPECIAL ORDER OF BUSINESS
A. Annual Election of Chair
B. Annual Election of Vice- Chair

VII. UNFINISHED BUSINESS
A. Water & Sewer Master Plan - Bill Arnold
B. Institutional Corridor - Feasibility Study & Funding - Bill Arnold
To decide what to do use the $7 million on & how far it should go - Frank Neitz
C. Funding source for Sewer Lagoon & the Dredge - Bill Arnold
D. Establishing a plan of action for a traffic plan for the new Swansons Store - Frank Neitz

VIII. NEW BUSINESS
A. Using Waste Heat for the Pool Project & other City Buildings that are close to the Power Plant - Jennifer Dobson
B. Donut Hole options for a shorter route to Tundra Ridge - Bill Arnold

IX. DIRECTOR'S REPORT
IX. MEMBER COMMENTS
X. ADJOURNMENT

Cheryl Roberts, Recorder, Public Works Department
Posted: February 13, 2014, AC, Post Office, Swanson's, City Hall

Unfinished Business

Introduced by: City Manager Foley
Introduction Date February 11, 2014
Public Hearing: February 25, 2014
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-07

AN ORDINANCE BY THE BETHEL CITY COUNCIL REPEALING AND REPLACING SECTION 3.64.050 EMPLOYMENT OF RELATIVES

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

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

SECTION 2. Repealing and Replacing BMC Title 3.64.050 The Bethel Municipal Code is amended as follows (new language is underlined and ~~old language is stricken out~~):

3.64.050 Employment of R~~r~~elatives.

~~No person may be employed in a position in any department who is a relative of the city manager, the department head, or a member of the city council. No person may be employed in a position supervised by a relative. No person may be employed in a position in any department who is a relative of another employee in the department, without the written, advance approval of the city manager.~~

~~The city manager may, at any time, re-evaluate the effect of having relatives working in the same department on the performance of either relative and the operation of the department involved. This re-evaluation may result in the transfer or termination of one (1) of the affected parties.~~

A. The City of Bethel permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the City, create actual or perceived conflicts of interest.
B. For purposes of this policy, "relative" is a spouse, domestic partner, child, child of a domestic partner, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation.
C. The City will endeavor to exercise sound business judgment in the placement of related employees in accordance with the following guidelines:
    1. Individuals who are relatives are permitted to work in the same City facility, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.

2. No relatives are permitted to work in the same department or in any other positions in which the City believes an inherent conflict of interest may exist.
3. Employees who marry or enter into a legally recognized domestic partnership while employed are treated in accordance with these guidelines. That is, if, in the opinion of the City, a conflict or an apparent conflict arises as a result of the marriage or domestic partner relationship, one of the employees will be transferred at the earliest practicable time.
4. In addition, the City recognizes that at times, employees and their "close friends," or "significant others" may be assigned to positions that create a coworker or supervisor-subordinate relationship. The City will, in its discretion, endeavor to exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of sexual harassment in the workplace.

D. This policy applies to all categories of employment at the City, including regular, temporary, and part-time classifications.

SECTION 3. Effective Date. This section shall become effective March 1, 2014.

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

_____
Joseph A. Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

Introduced by: The Port Commission
Introduction Date: February 11, 2014
Public Hearing: February 25, 2014

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #13-12(c) AMENDED

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

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

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

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

MUNICIPAL DOCK (52)

Budget Modification 14-3(A)
Changes to Seawall Maintenance Account to Increase Municipal Dock Budget.

	Increases	
5250696	Municipal Dock Budget: Other Purchased Services	99,000
	Total Increases	**99,000**
	Decreases	
5212300	Seawall Maintenance Account	(99,000)
	Total Decreases	**(99,000)**
TOTAL	**Net Change to Seawall Maintenance Account**	**(99,000)**

	Municipal Dock Budget	
	Total Increases	99,000
	Total Decreases	0
	Cumulative Change to Municipal Dock Budget	**99,000**

	SEAWALL MAINTENANCE ACCOUNT APPROPRIATIONS	
	Total Increases	0
	Total Decreases	(99,000)
	Cumulative Change to Seawall Maintenance Account Appropriations	**(99,000)**

	TOTAL CHANGE TO MUNICIPAL DOCK ACCOUNT BALANCE	
	Change to Municipal Dock Account	99,000
	Change to Seawall Maintence Account Appropriations	(99,000)
	Cumulative Increase/Decrease to Municipal Dock Balance	**99,000**

TOTAL CHANGE TO OVERALL CITY BUDGET

	Change to Revenues Increase/(Decrease)	***99,000***
	Change to Appropriations Increase/(Decrease)	***(99,000)***
	These changes *INCREASE*↑ the overall expenditures/expenses of the City by	**99,000**

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

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

ATTEST:

_____
Joseph A. Klejka, Mayor

_____
Lori Strickler, City Clerk

PORT OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-2310
Fax: 907-543-2311

MEMORANDUM

February 3, 2014

From: Peter Williams, Port Director

To: L. Foley, City Manager

RE: Port Budget Modification

The Port Commission hereby recommends that the Bethel City Council approve a Budget Modification specifying that $99,000 in funds from the Seawall Maintenance account # 52-12-300 (Seawall Maintenance) be transferred to account # 52-50-696 (Municipal Dock Account), so that the Port can hire a contractor to repair the seawall sections. The budget modification should specify that funds will be spent according to BMC 4.20.160(2) and be made available for expenditure in FY 2014 or FY 2015

Peter Williams,

Port Director, City of Bethel

Two Locations for Seawall Pipe Repair

Apron along seawall below Port Office (55 pipes spread over 110 ft.)

East Addition Seawall (24 pipes spread over 48 ft.)

City of Bethel
Committees and Commissions

Recommendation to City Council

Repair Seawall Pipe in Two Locations

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

Issue/Background:

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

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

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

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

Recommendation:

The Port Commission hereby recommends that Bethel City Council approve a Budget Modification specifying that $99,000 in funds from the Seawall Maintenance account #52-12-300 be transferred to account #52-50-696 (Municipal Dock Account), so that the Port can hire a contractor to repair the seawall sections. The budget modification should specify that funds will be spent according to BMC 4.20.160 (2) and be made available for expenditure in FY 2014 or FY 2015.

Received by: Lori Strickler
Date: 2-3-2014

New Business

Introduced by: City Manager Foley
Introduction Date: February 25, 2014
Public Hearing:

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #13-12(d) AMENDED

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

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

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

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

LEASED PROPERTIES ENTERPRISE FUND (53)

Budget Modification 14-4(A)
Changes to Leased Properties - Courthouse Expenditures

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

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

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

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

TOTAL CHANGE TO OVERALL CITY BUDGET

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

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

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

ATTEST:

_____
Joseph A. Klejka, Mayor

_____
Lori Strickler, City Clerk

CITY OF BETHEL

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

Memorandum

To: Bethel City Council

Cc: Lee Foley, City Manager

From: Tonya Hendrix, Acting Finance Director

Date: January 17, 2014

Re: Justifications for Budget Modification Request

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

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

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

Please let me know if you have any questions.

Introduced by: The Port Commission
Introduction Date: February 25, 2014
Public Hearing:

Action:
Vote:

CITY OF BETHEL, ALASKA

ORDINANCE #13-12(e) AMENDED

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

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

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

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

PORT-MULTI-FACILITY (F49)

Budget Modification 14-5(A)

Changes to the Prerequisite Dock Maintenance Account to Increase Fund 49 Port-Multi-Facility Improvement/Contractor's Fee's Budget.

	Increases	
4950646	Fund 49 Port-Multi-Fac. Improvement/Con. Fee's Budget	130,315
	Total Increases	**130,315**
	Decreases	
5212500	Prerequisite Dock Maintenance Account	(130,315)
	Total Decreases	**(130,315)**
TOTAL	**Net Change to Prerequisite Dock Maintenance Account**	**(130,315)**

	Fund 49 Port-Multi-Fac. Improvement/Con. Fee's Budget	
	Total Increases	130,315
	Total Decreases	0
	Cumulative Change to Fund 49 Port-Multi-Fac. Improvement/ Con. Fee's Budget	**130,315**

	Prerequisite Dock Maintenance Account	
	Total Increases	0
	Total Decreases	(130,315)
	Cumulative Change to Prerequisite Dock Maintenance Account	**(130,315)**

	TOTAL CHANGE TO FUND 49 PORT-MULTI-FAC. IMPROVEMENT/CON. FEE'S BUDGET	
	Change to Municipal Dock Account	130,315
	Change to Prerequisite Dock Maintenance Account Appropriations	(130,315)
	BUDGET Balance	**130,315**

TOTAL CHANGE TO OVERALL CITY BUDGET

	Change to Revenues Increase/(Decrease)	***130,315***
	Change to Appropriations Increase/(Decrease)	***(130,315)***
	These changes *INCREASE*↑ the overall expenditures/expenses of the City by	**130,315**

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

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

ATTEST:

_____
Joseph A. Klejka, Mayor

_____
Lori Strickler, City Clerk

City of Bethel
Committees and Commissions

Recommendation to City Council

City Dock Lighting

Committee/Commission: Port Commission	**Chairman:** Alan Murphy
Date Submitted: 2/18/14	**Council Rep:** Mark Springer

Issue/Background:

The East Timber Wall is a section of City Dock wall located along Brown's Slough. The creosote-soaked wall is in poor condition and is slowly breaking apart as frost heaves jack it out of the ground. It represents a hazard to boaters, pedestrians, and snowmachiners.

The City of Bethel applied for and was awarded a $200,000 grant from the Denali Commission to design a new sheet pile wall. The design will include technical specifications and drawings, environmental clearances, and permitting. The City committed $50,000 in cash match to support the grant request.

The City of Bethel allowed the U.S. Army Corps of Engineers-Alaska District to administer the Denali Commission grant funds on behalf of the City. The Corps recently drafted a scope of work and new budget for the project. The budget shows a total project cost of $380,315, an amount that is $130,315 greater than the original grant-funded project cost of $250,000. With no option available for more grant money from the Denali Commission and the City's will to complete this project, the City must contribute $130,315 more to cover expected project costs.

Recommendation:

The Port Commission discussed this project and hereby recommends that Bethel City Council pass a Budget Modification, which transfers $130,315 from Prerequisite Dock Maintenance Account #52-12500 to Fund 49 Port-Multi-Facility Improvement Account #49-10100. This fund has the unique feature of being able to be carried over from one fiscal year to the next and will be available to the complete this project, as needed in FY 2014 and FY 2015.

Received by: _____
Date: 2/19/2014.

Financial Assistance Award

DENALI COMMISSION
510 L Street, Suite 410
Anchorage, Alaska 99501
(907) 271-1414 (phone)
(907) 271-1415 (fax)
www.denali.gov

Award Number	01414-00
Award Title	City Dock East Timber Wall Reconstruction - Design
Performance Period	May 1, 2012 through December 31, 2014

Authority
112 Stat 1854

CFDA Number
90.100

Recipient Organization & Address
Bethel, City of
Bethel, City of
PO BOX 1388
Bethel, AK 99559-1388

Denali Commission Finance Officer Certification
Ms. Jennifer Price
06/13/2012

Phone:
Recipient DUNS # 082508458 **TIN #** 926001644

Cost Share Distribution Table

Accounting Code	New Funding		Prior Period Funding		Total
	Denali Commission	Other Contributors	Denali Commission	Other Contributors	
95670000	$200,000.00		$0.00		$200,000.00
	$0.00		$0.00		$0.00
	$0.00		$0.00		$0.00
	$0.00		$0.00		$0.00
	$0.00		$0.00		$0.00
The City of Bethel		$50,000.00		$0.00	$50,000.00
		$0.00		$0.00	$0.00
		$0.00		$0.00	$0.00
		$0.00		$0.00	$0.00
		$0.00		$0.00	$0.00
Total	**$200,000.00**	**$50,000.00**	**$0.00**	**$0.00**	**$250,000.00**

This Financial Assistance Award approved by the Federal Co-Chair of the Denali Commission constitutes an obligation of federal funding.

Award Conditions to the Financial Assistance Award Between the Denali Commission and The City of Bethel For The City Dock East Timber Wall Reconstruction- Design Award No. 1414

Signature of Authorized Official - Denali Commission	Typed Name and Title	Date
Electronically Signed	Mr. Joel Neimeyer Federal Co-Chair	06/10/2012

Rev: 05/2008

CEPOA-EN-G-HH

MEMORANDUM THRU:

November 19, 2013

CEPOA-EN-G-GM (Rajek) /s/
CEPOA-EN-G-HH (Eisses) /s/
CEPOA-EN-GES (Sauceda) /s/

SUBJECT: Trip Report for the Denali Commission, East Timber Wall Replacement.

1. General: A team from the U.S. Army Corps of Engineers Alaska District (USACE) consisting of Lewis Nathan Epps (EN-G-HH) and Kenneth McInally (EN-G-GM) traveled to Bethel, Alaska on September 9, 2013 to investigate the East Timber Wall along Brown's Slough as a part of design efforts to replace the structure. The team arrived in Bethel at 0745 on Alaska Airlines flight 41 and proceeded to the City of Bethel's Port office to meet with Port Director Peter Williams.

2. Background: The East Timber wall is a retaining wall structure located on the west bank of Brown's Slough (Figure 1). The wall is a soldier pile structure composed of steel HP 10x42 piles driven to a depth of approximately -20 feet MLLW with creosote treated 7 inch by 9 inch timber lagging inserted between the H-piles. Soldier piles are spaced at 8 ½ feet. The lagging is held in place by the flanges of the H-piles and is shown to extend from +12' MLLW to -6' MLLW on the retaining wall. The retaining wall is tied back to a 4 foot tall soldier pile anchor wall offset 30 feet from the face panels. The soldier piles are connected to the anchor wall with two #7 rods per pile (Figure 2). The as-built drawings indicate the wall was completed in 1981.

3. Wall Observations: Three types of damage were noted in the wall during the visit; pile jacking caused by frost heave at the north end, pile rotation through the mid section of the wall and erosion of the backfill at the east end of the wall.

a. Pile jacking appears to be isolated to the east end of the wall. The two easternmost piles were visibly jacked from their original embedment (Photo 1). The lagging held back by these piles appears to have risen with the piles and are no longer horizontal.

b. Exposed anchor rods are angled downwards at the end of the wall, however the initial angle of installation of the anchor rods is not known (Photo 2). Given the amount of jacking at the end of the wall, it is likely that the anchor rods are no longer attached to the anchor wall at this location.

c. Minor erosion of the fill at the east end of the wall was noted. Prior to the visit, erosion of the fill created a 50 foot long gully approximately 6 feet deep. This gully was repaired at the time of the visit; the harbormaster produced photos showing the extent of damage (Photos 3 & 4).

d. Pile rotation was noted in the middle portion of the wall. Surcharges in the

uplands of two stacked containers with miscellaneous freight were observed to be stored behind this region (Photos 5 - 8). Wall rotation may be an indication that the anchor rods have broken at this location.

4. Conclusion: Pile jacking and wall deformations found during the site visit indicate that the existing timber wall has experienced structural damage. Erosion will likely be a recurring problem without a structural improvement to the northern edge of the staging yard (Photo 9). Some of the damage observed could be the result of anchor rod failure. Investigation of the condition of the anchor rods would require excavation of each rod to determine if it is still attached. Erosion of the fill at the north end of the wall may continue to be a recurring problem until the northern edge of the fill is protected or fill is replaced with less erodible material.

5. Recommendation: The existing wall has reached the end of its service life and should be replaced rather than repaired. Replacement should occur as soon as possible to minimize the risk of loss of fill and stored materials due to failure of the existing wall. Given the observed damages in the wall and the measures required to inspect the anchor rods and wall, it is recommended that a new modified diaphragm sheet pile structure be constructed to replace the timber wall (Figure 3).

Lewis Nathan Epps, P.E.
Structural/Hydraulic Engineer
Hydraulics Hydrology Section

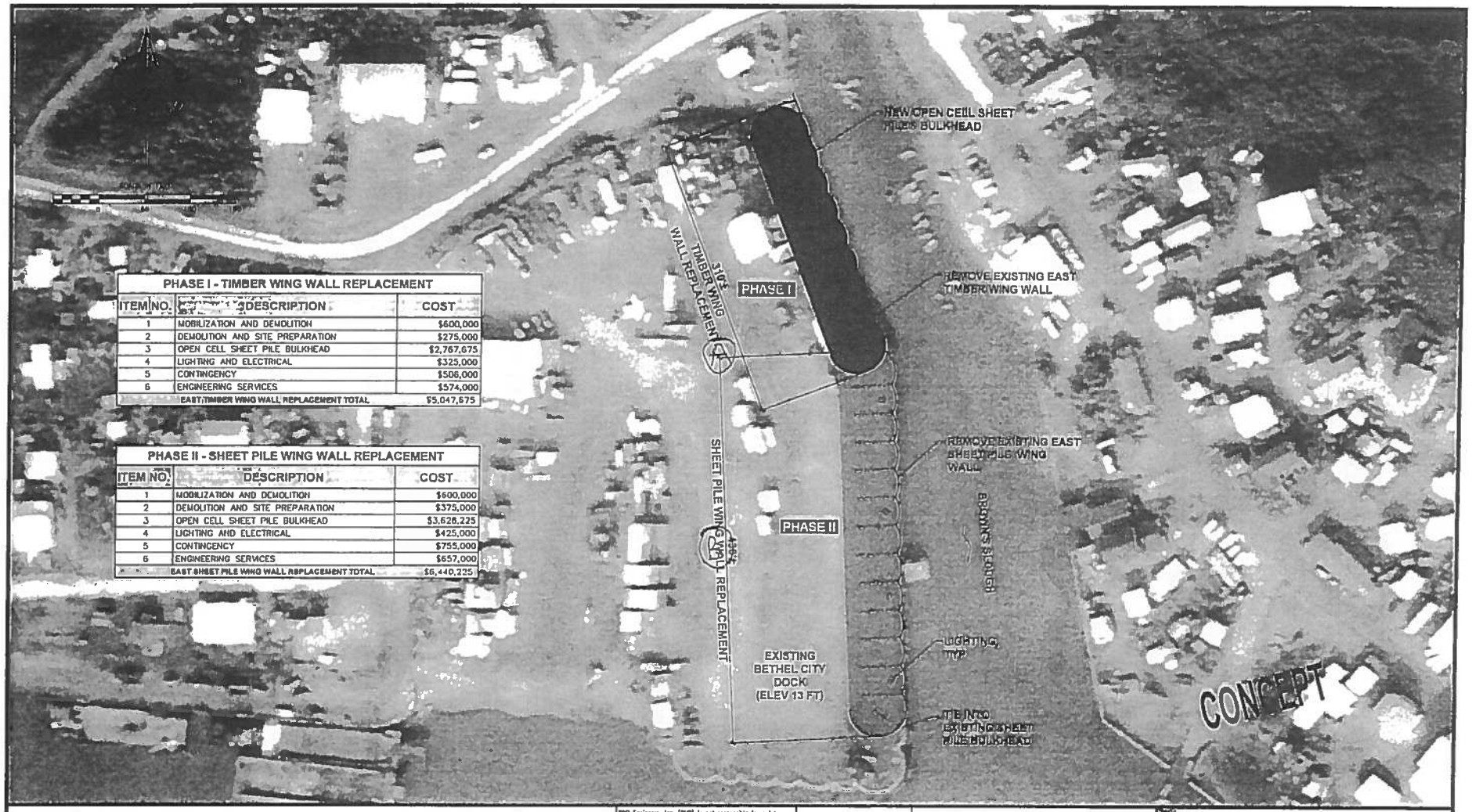
Bethel City Dock – East Timber
Design
Drafted Updated Scope of Work
12 February 2014

The purpose of this work is to design a construction solution for the City of Bethel's east timber wall section of the existing city dock structure along the Kuskokwim River. The design will include technical specification and drawings, environmental, permitting, and real estate. The features of the design will include:

- Per conversations; perseveration of existing uplands to be used for heavy equipment and connex storage is the priority. The uplands should be able to support 1350 psf (connex stacked four high).
- The area in front of the dock structure to be dredged down to maximum depths of -5 to allow skiff and fishing vessels moorage access.
- A design option to include 6-8 inch piles for vessels to tie up to along the dock.
- Design to keep in consideration of costs for construction. For example;
    - Design a sheetpile wall using the same configuration that the timber wall is in now. Dredge of -5 ft in front of wall. Leave out the radius at the end of it and shore that up with rip-rap. Use a wood bull rail, fore-go the fenders.

Budget includes 10% design contingency for a total of $380,315.00.

	Denali Commission	City of Bethel
Project Management	$10,000	$12,940
Site Visit/Hydrographic Survey	$6,400	
Drilling Contract	$63,000	
Upland Site Survey	$24,000	
Geotechnical Report	$88,600	
Design	$8,000	$87,200
Construction Cost Estimate		$29,000
Environmental Permits		$11,600
Real Estate		$5,000
10% Design Contingency		$34,575
Totals	**$200,000**	**$180,315**



PHASE I - TIMBER WING WALL REPLACEMENT

ITEM NO.	DESCRIPTION	COST
1	MOBILIZATION AND DEMOLITION	$600,000
2	DEMOLITION AND SITE PREPARATION	$275,000
3	OPEN CELL SHEET PILE BULKHEAD	$2,767,675
4	LIGHTING AND ELECTRICAL	$325,000
5	CONTINGENCY	$506,000
6	ENGINEERING SERVICES	$574,000
	EAST TIMBER WING WALL REPLACEMENT TOTAL	$5,047,675

PHASE II - SHEET PILE WING WALL REPLACEMENT

ITEM NO.	DESCRIPTION	COST
1	MOBILIZATION AND DEMOLITION	$600,000
2	DEMOLITION AND SITE PREPARATION	$375,000
3	OPEN CELL SHEET PILE BULKHEAD	$3,628,225
4	LIGHTING AND ELECTRICAL	$425,000
5	CONTINGENCY	$755,000
6	ENGINEERING SERVICES	$657,000
	EAST SHEET PILE WING WALL REPLACEMENT TOTAL	$6,440,225

OPEN CELL® AND OPEN CELL SHEET PILE®
ARE REGISTERED TRADEMARKS OF PND ENGINEERS, INC.
THE OPEN CELL SYSTEM IS PATENTED
PATENT – US 6,715,984 B2
PATENT – US 7,018,141 B2
PATENT – US 7,488,140 B2

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a claim against directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: _____

1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
Fax: 907.563.4220
www.pndengineers.com

PND ENGINEERS, INC.

BETHEL WATERFRONT IMPROVEMENTS

EAST WING WALL REPLACEMENT

DESIGNED BY: CDC	DATE: 10/03/12	SHEET NO. 3 OF 3
CHECKED BY: JWP	PROJECT NO: 051101	

City of Bethel
East Timber Wing Wall Replacement
Detailed Estimate

051101
October 2012

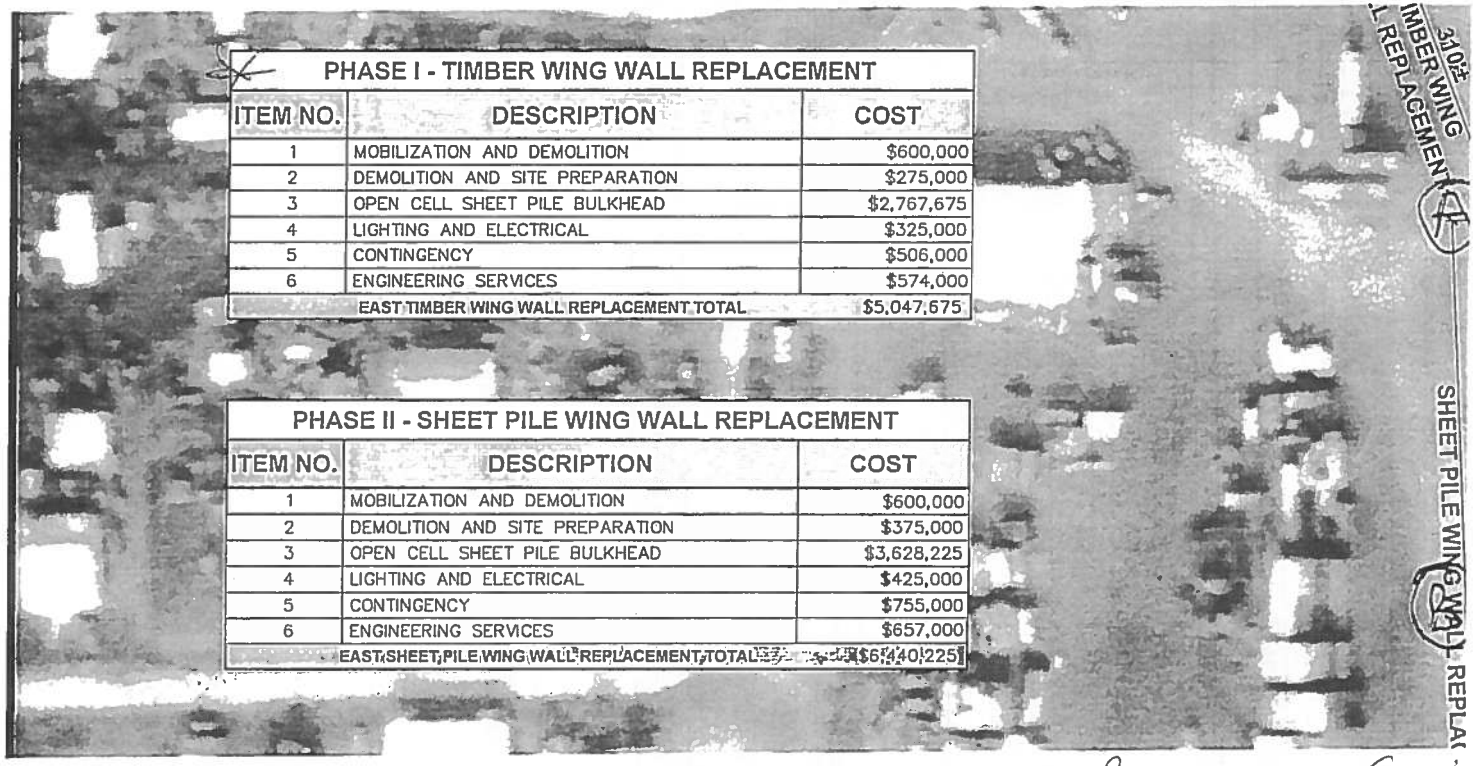
Item No.	Description	Material Quantity	Unit of Measure	Unit Cost	Total Cost
1	**MOBILIZATION AND DEMOBILIZATION**	1	LS	$600,000	$600,000
1.1	Mobilization	1	LS	$350,000	$350,000
1.2	Demobilization	1	LS	$250,000	$250,000
2	**DEMOLITION AND SITE PREPARATION**	1	LS	$275,000	$275,000
2.1	Site Preparation	1	LS	$25,000	$25,000
2.2	Remove Existing Timber Wing Wall	1	LS	$250,000	$250,000
3	**OPEN CELL SHEET PILE® BULKHEAD**	1	LS	$2,767,675	$2,767,675
3.1	Sheet Pile Materials - Shipped to Site	628,100	LBS	$1.25	$785,125
3.2	Wye and Anchor Piles - Fabricated and Shipped to Site	52,100	LBS	$3.00	$156,300
3.3	Install Sheet Pile	450	EA	$1,100	$495,000
3.4	Gravel Fill - Furnish, Haul, Place, Compact	4,000	CY	$20	$80,000
3.5	Crushed Surface Course - Furnish, Haul, Place, Compact	350	CY	$75	$26,250
3.6	Face Beam - Fabricated, Galv., Shipped to Site, Installed	310	LF	$1,100	$341,000
3.7	Misc Steel, Wye Plates, etc. - Bare	20,000	LBS	$2.50	$50,000
3.8	Fixed Bollards - Fabricated, Galv., Shipped to Site, Installed	4	EA	$3,000	$12,000
3.9	Fender Piles w/ HDPE Sleeves	20	EA	$30,000	$600,000
3.10	Anodes	36	EA	$3,000	$108,000
3.11	Pipe Bullrail	400	LF	$250	$100,000
3.12	Safety Ladders	2	EA	$7,000	$14,000
4	**LIGHTING AND ELECTRICAL**	1	LS	$325,000	$325,000
4.1	Lighting and Foundations	1	LS	$250,000	$250,000
4.2	Electrical	1	LS	$75,000	$75,000
5	**CONTINGENCY**	1	LS	$506,000	$506,000
5.1	15% Contingency	1	LS	$506,000	$506,000
6	**ENGINEERING SERVICES**	1	LS	$574,000	$574,000
6.1	Geotechnical Investigation	1	LS	$75,000	$75,000
6.2	Design Engineering (Assumed 5%)	1	LS	$169,000	$169,000
6.3	Permitting Assistance	1	LS	$30,000	$30,000
6.4	Bidding Assistance and Contract Documents	1	LS	$20,000	$20,000
6.5	Fabrication Inspection and Submittal/Shop Drawing Review	1	LS	$30,000	$30,000
6.6	Construction Admin. (On-Site Inspection/Office Support)	1	LS	$250,000	$250,000
	EAST TIMBER WING WALL REPLACEMENT TOTAL			**$5,047,675**	

*

Notes:

1) **Costs are based on conceptual level design.**
2) **Costs are presented in current (October 2012) dollars and do not include escalation.**
3) **Construction administration costs are approximate and will depend to construction duration.**

* Example of Engineering Services Cost



PHASE I - TIMBER WING WALL REPLACEMENT		
ITEM NO.	DESCRIPTION	COST
1	MOBILIZATION AND DEMOLITION	$600,000
2	DEMOLITION AND SITE PREPARATION	$275,000
3	OPEN CELL SHEET PILE BULKHEAD	$2,767,675
4	LIGHTING AND ELECTRICAL	$325,000
5	CONTINGENCY	$506,000
6	ENGINEERING SERVICES	$574,000
	EAST TIMBER WING WALL REPLACEMENT TOTAL	$5,047,675

PHASE II - SHEET PILE WING WALL REPLACEMENT		
ITEM NO.	DESCRIPTION	COST
1	MOBILIZATION AND DEMOLITION	$600,000
2	DEMOLITION AND SITE PREPARATION	$375,000
3	OPEN CELL SHEET PILE BULKHEAD	$3,628,225
4	LIGHTING AND ELECTRICAL	$425,000
5	CONTINGENCY	$755,000
6	ENGINEERING SERVICES	$657,000
	EAST SHEET PILE WING WALL REPLACEMENT TOTAL	$6,440,225

* Example of Engineering Services Cost

Introduced by: Lee Foley, City Manager
Date: February 25, 2014
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 14-04

PREPARE AND SUBMIT TIER 2 FUNDING REQUEST TO RASMUSON FOUNDATION FOR AQUATIC CENTER FURNITURE, FIXTURES, AND EQUIPMENT

WHEREAS, the City of Bethel submitted a letter of inquiry to the Rasmuson Foundation requesting financial support for the purchase of furniture, fixtures, and equipment for the Yukon Kuskokwim Regional Aquatic Health and Safety Center;

Whereas, the Rasmuson Foundation's grant committee reviewed the City's inquiry letter and decided to invite the City to prepare and submit a Tier 2 proposal;

WHEREAS, the City must submit the proposal by March 14, 2014 in order for it to be considered for approval by Rasmuson's board during its June 2014 meeting;

WHEREAS, Project Development Asssociates prepared a list of furniture, fixtures, and equipment necessary to purchase and install before the aquatic center opens to the public;

WHEREAS, furniture, fixtures, and equipment, updated on February 18, 2014, totals $740,549;

WHEREAS, the use of the furniture, fixtures, and equipment by residents of the Yukon Kuskokwim region and visitors will greatly assist the facility in achieving its goals of promoting fitness, teaching people how to swim, supporting a high school swim team, providing exercise classes, and fostering healthy family recreation;

NOW, THEREFORE, BE IT RESOLVED, that the Bethel City Council supports and encourages the City's preparation and submission of a Tier 2 proposal to the Rasmuson Foundation to request $740,549 in funding to purchase furniture, fixtures, and equipment for the Yukon Kuskokwim Regional Aquatic Health and Safety Center.

ENACTED THIS 25th DAY OF FEBRUARY 2014 BY A VOTE OF __ IN FAVOR AND __ OPPOSED.

_____
Joseph Klejka, Mayor

ATTEST:

_____
Lori Strickler, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	14-20		
Date action introduced:	02-25-14	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: To establish a process of negotiation of an employment contract between the City of Bethel and Lori Strickler for employment services as City Clerk for the City of Bethel the Council wishes to move forward with option [pick one from the list below].

Route to:	Department/Individual:	Initials:	Remarks:
X	Finance		
X	City Attorney		
X	City Manager		

Attachment(s): Employment Contract between the City of Bethel and Lori Strickler.

Amount of fiscal impact		Account information:
	No fiscal impact	
None	Funds are budgeted for.	
	Funds are not budgeted. Budget modification is required. Affected account number:	

The employment contract between the City of Bethel and Lori Strickler for employment of City Clerk is set to expire in April, 2014.

To insure no laps in contract services, the Council should consider their options in moving forward. The options are provided below.

1) The Council may choose not to negotiate a new employment contract which would end the contractual services provided by Lori Strickler on April 29, 2014.

2) The Council may direct the City Attorney to draft a contract to present to the Council for their consideration.

3) The Council may use the current contract and amend areas of the contract to meet their needs, and then present the amended contract to Ms. Strickler.

4) The Council may request Ms. Strickler draft a contract to present to the Council for their consideration.

Action memorandum No.	14-20		
Date action introduced:	02-25-14	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

Contract Summary:

The City Clerk serves as an at-will employee of the City and is supervised by the City Council. The Contract dated April 29, 2011 has a duration of thirty-six months with an option of a one year extension of the terms within the contract if both parties agree in writing.

The annual salary for the City Clerk is currently $83,876.24 and the contract provides the option of an annual raise to the employee at a rate between zero and 3% upon a satisfactory performance evaluation which is set to take place on March 3 of every year.

The Employee shall provide the employer ninety days notice prior to termination of the Contract. If the employer decides to terminate the contract, no severance pay is provided to the employee.

The employee is an exempt salary employee and expected to work the number of hours needed based on the demands of the job without additional compensation by the Employer.

The Employee is provided Personal Time Off at the rate of 20 hours per month of service with a maximum accrual of 400 hours. Emergency leave is also provided to the Employee at a maximum of forty hours for the death or serious illness of an immediate family member or of the Employee.

The Employee is allowed to participate in the City employees group coverage plan, the City Utility Services Benefit and Alaska Public Employees Retirement System all provided to other City employees.

NEGOTIATED AGREEMENT
Between
CITY OF BETHEL
and
LORI STRICKLER

THIS AGREEMENT, by and between the City of Bethel, Alaska ("City"), a municipal corporation, hereinafter called "Employer," and Lori Strickler, hereinafter called "Employee," both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said Employee as City Clerk of the City, as provided by section AS 29.20.380 of the Alaska Statutes and BMC 2.12.010; and

WHEREAS, it is the desire of the City Council ("Council") to provide certain benefits, establish certain conditions of employment and to set working conditions of said employee; and

WHEREAS, it is the desire of the Council to secure and retain the services of Employee by and through the terms of this Agreement; and

WHEREAS, Employee desires to accept employment as City Clerk pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Employer and Employee agree as follows:

Section 1. POWERS AND DUTIES

Employer hereby agrees to employ Lori Strickler as City Clerk of the City of Bethel, Alaska to perform the function, powers and duties specified in AS 29.20.380, Bethel ordinances, and other legal and proper duties and functions as the Council shall from time to time assign.

Section 2. Term

A. Employee shall serve at the pleasure of the Council and is an at-will employee of the City.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time with or without cause, subject only to the provisions set forth in Section 5, paragraph A of this Agreement. The City shall comply with the City's insurance policy endorsement regarding any termination.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position of City Clerk, subject only to those provisions set forth in Section 5, paragraph B, of this Agreement.

Section 3. Duration

A This Agreement which expressly supersedes the provisions of any other previous agreement, is the sole and complete agreement between the Employer and Employee. This agreement shall become effective when signed by employer and employee and shall continue in full force and effect for a period of thirty-six (36) months.

B. In the event the parties agree in writing, this Agreement may be extended on the same terms and conditions as herein provided, for additional periods of one (1) year.

Section 4. Salary

Employee shall be paid an annual salary at a gross rate of $79,061.40 payable in installments at the same time as other employees of the Employer. Employee's base salary shall be increased between zero and 3% at the discretion of the council upon a satisfactory performance evaluation annually on March 3.

Section 5. Termination and Severance Pay

In the event Employee voluntarily resigns the position with Employer before the duration of this Agreement has expired, the Employee shall give Employer ninety (90) days notice in advance, unless both parties agree in writing to a lesser time span.

Section 6. Employee Evaluation.

A. Evaluation of the performance of the Employee shall be directed toward improving the performance of the Employee. However, evaluations shall also serve as a method for gathering information relevant to employee's performance and continued employment.

B. Employee shall be evaluated in writing by Council annually on or about March 3. Council shall determine the content of the document used to evaluate Employee, and shall make the document available to Employee for review.

Section 7. Hours/Days of Work

Employee's position requires the exercise of independent judgment on the part of the Employee and requiring periods of extended work to exceed the normal office hours, work day and work week established by the Employer. The Employee will be available during regular business hours. Employee will be expected to work whatever hours are needed based upon the demands of the job. Employee acknowledges she is an exempt employee and not entitled to overtime compensation or compensatory time compensation based on hours worked by Employee in excess of eight (8) hours per day or forty (40) hours per week. Any time in excess of the normal hours in a day or week is not compensated or credited in any manner by the Employer.

Section 8. Transportation

Within available City resources, employee may have access to a City vehicle to complete tasks required of employee.

Section 9. Outside Employment

Outside employment and business pursuits are prohibited unless first authorized by Council. Any outside employment or business pursuits must occur while Employee is on leave or must occur outside the regular business hours of the City. Notwithstanding the foregoing or any authorization by Council, the Employee is required to perform the duties of the City Clerk when the interests of the City require, without regard to regular work hours or days or the competing needs of the Employee's authorized outside employment or business pursuits.

Section 10. Compensated Leaves

A. Personal Time Off (PTO)
PTO shall accrue at the rate of 20 hours per month of service. PTO can be accumulated up to a maximum accrual of 400 hours. Sick leave shall be utilized only for the illness of the Employee, or illness in the Employee's immediate family, or vacation purposes Should the employee be absent for more than five consecutive working days, she shall be required to provide a physicians certificate to the Mayor. The Employer agrees to compensate the Employee for all remaining PTO hours at the termination of this agreement, payable at the same value as cashed in annual leave

B. Emergency Leave
The Employer agrees to grant the Employee a maximum of forty (40) hours emergency leave for death or serious illness in the immediate family. For purposes of this type leave, one's immediate family includes the Employee's spouse, child, parent, father-in-law, mother-in-law, brother and sister.

C. Family Medical Leave
The Employer is required under federal law to grant the Employee up to 12 workweeks of unpaid Family Medical Leave within a 12 month period for any of the following reasons:

- Birth or adoption of a child, placement of a child for adoption, foster care for children under age 18, or adoption of a child 18 or older if the child is incapable of self care due to disability.
- Caring for a child, spouse or parent with a serious medical condition.
- The employees own serious health condition.

To be eligible for leave the Employee must have worked a total of at least 12 consecutive months for at least 1,250 hours. The Employee must use any accrued vacation and sick leave concurrently with FMLA leave.

D. Injury Leave

Should the Employee become injured on the job, she will be entitled to the compensation benefits as provided by the Worker's Compensation Act.

E. Court Leave

The Employee shall be granted administrative leave for jury duty. Appearances in court by the Employee on behalf of the City are part of the Employee's normal job responsibilities, and she will be paid accordingly.

F. Administrative Leave

The Employee may be granted administrative leave with pay by a majority vote of the Council for reasons specified, including attendance at a clerk's professional conference.

G. Holidays

Employee is entitled to all City recognized paid holidays, but it is understood that from time to time Employee's duties may require her to work on such holidays.

Section 11. Benefits

A. Employee shall be allowed to participate in the City employee's group coverage plan for full family Life, Accidental Death & Dismemberment, Long Term Disability, Dental, Vision and Health insurance program with no premium deductible charged to the employee; provided, however nothing set forth herein shall prevent Employer from modifying, or reducing, benefits currently offered to City employees.

B. Employee shall have the opportunity to participate in the City Utility Services Benefit for the same monthly fee as paid by other City employees.

C. The Employer shall offer the Employee the opportunity to join and participate in the Alaska Public Employees Retirement System (PERS) equal to that which is provided for all other employees of the Employer.

Section 12. Indemnification.

City shall defend and indemnify employee in accordance with BMC 2.48.010 – BMC 2.48.030.

Section 13 Bonding

Employer shall bear full costs of any fidelity or other bonds required for the Employee under any law or ordinance.

Section 14 Notices

(1) EMPLOYER: City of Bethel
c/o Mayor, Eric Middlebrook
P.O. Box 1388
Bethel, Alaska 99559

(2) Employee: Lori R. Strickler
c/o City of Bethel
P.O. Box 1388
Bethel, Alaska 99559

Section 15 General Provisions

A. This Agreement constitutes the entire agreement between both parties. Any modification or amendment shall be enforceable only if approved by a majority vote of the Council in a duly convened public Session, and if transcribed to a written document executed by both parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. In any provisions or any portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable. The remainder of this agreement shall not be affected and shall remain in full force and effect.

D. Any civil action arising from this Agreement shall be brought in the superior court for the Fourth Judicial District of the State of Alaska at Bethel, Alaska. The laws of the State of Alaska and the City of Bethel shall govern the rights and obligations of the parties.

E. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

F. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

G. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

H. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

I. The Consultant acknowledges that the Consultant has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

J. This Agreement may be executed by the parties hereto individually or in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the City of Bethel has caused this agreement to be signed and executed in its behalf by its Mayor and the Employee has signed and executed this agreement both in duplicate.

Dated this 29 day of April, 2011.

Employer:

By: _____
Eric Middlebrook, Mayor
City of Bethel

Employee:

By: _____
Lori Strickler, City Clerk
City of Bethel

City of Bethel Action Memorandum

Action memorandum No.	#14-21		
Date action introduced:	February 25, 2014	Introduced by:	Lee M. Foley
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: Accept and approve $196,969 in funding from the Yukon Kuskokwim Health Corporation's Diabetes Prevention and Control Program for the purchase of exercise equipment and athletic pool gear to be stationed for public use at the Yukon Kuskokwim Regional Aquatic Health and Safety Center.

Route to Department/Individual	**Initials**	**Remarks**
Administration/Lee M. Foley		Acceptance and approval of $196,969 from YKHC will assist the City in its ability to purchase new exercise equipment and athletic pool gear. This amount is not in the current capital budget funded by the State grant, and is therefore essential. The City will use the bidding process as appropriate, to purchase all or most of the equipment at one time. The City will notify Rasmuson Foundation once the funds are received and the City's Rasmuson Foundation request can then be reduced accordingly.

Attachment(s):
1. List of exercise equipment and athletic pool gear representative of what the City anticipates purchasing with the funding.

Amount of fiscal impact	**Description**	**Account information**
$196,969	Funds provided to the City for the purchase of exercise equipment and athletic pool gear for public use at the Yukon Kuskokwim Regional Aquatic Health and Safety Center. No City cash match or City in-kind contribution required.	Fund 40. New account 3 to be assigned.

Summary statement
The City of Bethel solicited funds from the Yukon Kuskokwim Health Corporation's Diabetes Prevention and Control Program. Program administrators agreed to provide $196,969 to the City for the purchase of exercise equipment and athletic pool gear. The exercise equipment will be permanently stationed in the fitness room at the Yukon Kuskokwim Regional Aquatic Health and Safety Center. The athletic pool gear will be available for public use at the Center.

YK Regional Aquatic Center
Exercise, Fitness and Pool Equipment

Item #	Room Name	Item Description	Make, Model, Important Features, Basis of Estimate	Qt'y	Unit Price	Total	Est'd Shipping	Est'd Install Cost
82	Exercise Room	leg extension machine	Paramount Leg Extension XL2 Series 170 lb Standard	1	$ 2,730	$ 2,730		
83	Exercise Room	leg curl machine	Paramount Seated Leg Curl XL2 Series 170 lb Standard	1	$ 3,050	$ 3,050		
84	Exercise Room	leg press	Paramount Leg Press XL2 Series 210 lb Standard	1	$ 4,415	$ 4,415		
85	Exercise Room	chess press machine	Paramount Seated Chest Press XL2 Series 170 lb Standard	1	$ 2,850	$ 2,850		
86	Exercise Room	rowing machine	Paramount Seated Row XL2 Series 170 lb Standard	1	$ 2,715	$ 2,715		
87	Exercise Room	abs machine	Paramount Abdominal XL2 Series 130lb Standard	1	$ 2,550	$ 2,550		
88	Exercise Room	chess press machine	Paramount Shoulder Press XL2 Series 170 lb Standard	1	$ 2,995	$ 2,995		
89	Exercise Room	bicep curl machine	Paramount Biceps Curl XL2 Series 130lb Standard	1	$ 2,750	$ 2,750		
90	Exercise Room	lat pulldown	Paramount Lat Pulldown XL2 Series 170 lb Standard	1	$ 3,325	$ 3,325		
91	Exercise Room	triceps push down	Paramount Triceps Push Down XL2 Series 170 lb Standard	1	$ 2,695	$ 2,695		
92	Exercise Room	chin dip	Paramount Weight Assisted Chin Dip	1	$ 3,895	$ 3,895		
93	Exercise Room	bench	Paramount Roman Bench	1	$ 705	$ 705		
94	Exercise Room	knee raise	Paramount Vertical Knee Raise / Dip	1	$ 795	$ 795		
95	Exercise Room	smith press	Paramount Smith Press	1	$ 3,150	$ 3,150		
96	Exercise Room	bench, incline	Paramount Flat/Incline/Decline Bench	3	$ 615	$ 1,845		
97	Exercise Room	bench, incline	Paramount Abdominal/Decline Bench	1	$ 850	$ 850		
98	Exercise Room	bench (3 way, bench press)	Paramount 3 Way Press Bench; 20* Decline, Flat, 30* Incline	1	$ 1,450	$ 1,450		
99	Exercise Room	functional trainer	Paramount Extreme Functional Trainer 4:1 ratio, 300 lb stacks	2	$ 5,495	$ 10,990		

YK Regional Aquatic Center
Exercise, Fitness and Pool Equipment

100	Exercise Room	rack, dumbbells	Paramount Saddle Rack, holds 16 pairs of Pro Style Dumbbells	1	$ 1,275	$ 1,275		
101	Exercise Room	treadmill	Precor 833 Treadmill w/ P30 Console	6	$ 5,825	$ 34,950		
102	Exercise Room	elliptical cross ramp w/console	Precor EFX835 Elliptical Fitness Crosstrainer, Dual Action w/ Adjustable Crossramp - P30 Console	3	$ 5,525	$ 16,575		
103	Exercise Room	Stairmaster	Stepmill 5, TSE-1 touchscreen, SMV-1 Digital TV w/docking station (infludes $600 shipping, this itme only)	1	$ 7,500	$ 7,500		
104	Exercise Room	recumbent cycle	Precor RBK835, Recumbent Cycle, P30 Console	1	$ 2,999	$ 2,999		
105	Exercise Room	shipping, Exercise equip, Seattle to Bethel		1	$ -	$ -	$ 15,000	
106	Exercise Room	installation, exercise equip						$ 5,000
107	Exercise Room	fan, portable	small, 110v	5	$ 75	$ 375		
108	Exercise Room	AED		2	$ 1,500	$ 3,000		
110	Exercise Room	television, 19" flat screen	INVU 19", free standing, adjustable height, w/ headphone jack	10	$ 450	$ 4,500		
111	Exercise Room	headphones	for televisons	30	$ 50	$ 1,500		
115	Fitness Room	step platform	The Original Step Platform, includes 5 sets of 1 platform and 4 support blocks	3	$ 475	$ 1,425		
116	Fitness Room	platform rack	Step Platform Rack, holds 15 step platforms	1	$ 275	$ 275		
117	Fitness Room	step block rack	Step Block Rack, Holds up to 60 step blocks	1	$ 250	$ 250		
118	Fitness Room	platform mat	Mats for Step platforms	15	$ 25	$ 375		
119	Fitness Room	barbell rack	CardioBarbell Premium Rack, Holds up to 20 sets of CardioBarbells	1	$ 540	$ 540		
120	Fitness Room	barbell set	CardioBarbell Set, Includes premium steel bar w/ rubber coated cover, threaded collars, and pairs of each 2.5, 5, 10 lb weights	15	$ 130	$ 1,950		
121	Fitness Room	barbells set w/rack	Club Pack, Premium Neoprene Dumbbells, 44 pairs with rolling storage rack	1	$ 750	$ 750		
122	Fitness Room	shipping, yoga and small weights, Seattle to Bethel	Shipping to Anchorage, AK, suppliers estimate is $2000 to Seattle	1	$ -	$ -	$ 3,000	

YK Regional Aquatic Center
Exercise, Fitness and Pool Equipment

127	Fitness Room	floor mats	for 20' X 20" area w/trolley	1	$ 3,500	$ 3,500		
167	Fitness Rm Stor	spin bike	L-15300, LeMond RevMaster Pro Spin Bike	10	$ 1,195	$ 11,950		
168	Fitness Rm Stor	cadence meter for spin bike	L-15450, LeMond Pilot II Cadence Meter for RevMaster Pro	10	$ 140	$ 1,400		
169	Fitness Rm Stor	hand weight	for class of 20, with rack on wheels	20	$ 100	$ 2,000		
170	Fitness Rm Stor	yoga equipment	for class of 20, blocks, straps etc	20	$ 50	$ 1,000		
202	Pool Equip Stor	shelving	gorilla racks	8	$ 200	$ 1,600		
203	Pool Equip Stor	storage bin	clear, Rubber Maid type	5	$ 25	$ 125		
204	Pool Equip Stor	mobile storage bin, mesh fabric		4	$ 300	$ 1,200		
205	Pool Equip Stor	water wings		30	$ 10	$ 300		
206	Pool Equip Stor	kickboard		20	$ 15	$ 300		
207	Pool Equip Stor	dumbells	various sizes, resistance levels, pairs	30	$ 20	$ 600		
208	Pool Equip Stor	float belt	various sizes	20	$ 35	$ 700		
209	Pool Equip Stor	noodles	various sizes and colors	10	$ 20	$ 200		
210	Pool Equip Stor	aqua jogger fitness set	mens	10	$ 95	$ 950		
211	Pool Equip Stor	aqua jogger fitness set	womens	10	$ 90	$ 900		
212	Pool Equip Stor	dive ring	various sizes and colors	30	$ 10	$ 300		
213	Pool Equip Stor	swim fins	various sizes	40	$ 30	$ 1,200		
214	Pool Equip Stor	pull buoy	various sizes and colors	20	$ 15	$ 300		
215	Pool Equip Stor	water polo goal, set	(basketball, volley ball provided)	1	$ 2,000	$ 2,000		
216	Pool Equip Stor	teaching platform, 42" X 27"		3	$ 800	$ 2,400		
217	Pool Equip Stor	survival float suit	Mustang, variety of sizes	10	$ 425	$ 4,250		
219	Pool Equip Stor	equipment cart	rubbermaid, 3 shelf, for hauling equipment in/out to Fam Rm for cleaning	2	$ 400	$ 800		
220	Pool Equip Stor	shipping, Seattle to Bethel		1	$ -	$ -	$ 2,500	
221	Pool Equip Stor	installation, pool equip	unpack, install, clean up					$ 1,500
			Sub-Total			**$ 169,969**	**$ 20,500**	**$ 6,500**
			Total					**$ 196,969**

City of Bethel Action Memorandum

Action memorandum No.	14-22		
Date action introduced:	2-25-2014	Introduced by:	Mayor Klejka
Date action taken:		☐ Approved	☐ Denied
Confirmed by:			

SUBJECT/ACTION: *Approve Mayor's appointment of Greg Roczicka to the Port Commission.*

Route to:	Department/Individual:	Initials:	Remarks:
X	Port Director		

Attachment(s): Application

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

Action memorandum 14-22 is sponsored by the Mayor at the request of the City Clerk.

Greg Roczicka has requested appointment to the Port Commission. If appointed, he would be appointed to a term of three years with a term expiration of December 31, 2017.

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

APPLICATION FOR APPOINTMENT TO A COMMITTEE OR COMMISSION

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

__ Energy Committee
__ Parks and Recreation Committee
__ Finance Committee
__ Public Works Committee
✓ Port Commission
__ Public Safety and Transportation Commission
__ Planning Commission

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

NAME: Greg Roczicka

MAILING ADDRESS: Box 513

RESIDENCE ADDRESS: Bethel

HOME PHONE: - on file

WORK PHONE: - on file

CELL PHONE:

E-MAIL: on file

OCCUPATION: NR

EMPLOYER: ONC

1. Do you (or an immediate family member) currently own or operate a business in the City of Bethel? If so please provide the name and the type of business. NO

Return completed application to the Office of the City Clerk.

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

ONC - Tribal Gov. (Dept. Director)

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

No

4. Are you a resident of the City of Bethel? ✓ Yes __ No If so, for how long? some times

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

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

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

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

Signature of Applicant: [signature] Date: 2-18-14

FOR OFFICE USE ONLY

Date Received: 2/18/2014

Date of Council Approval: Action Memorandum Number: 14-22

Date Applicant Notified:

Term Expiration:

Registered voter of the City __Yes __ No

Return completed application to the Office of the City Clerk.

Mayor's Report

TEENS ACTING AGAINST VIOLENCE
PO BOX 2029 BETHEL, AK 99559

TUNDRA WOMEN'S COALITION
907-543-3444 (PH)

February 4, 2014

Dear Bethel City Council,

It is again the time of year when Teens Acting Against Violence (TAAV) is buckling down on our fundraising and sponsorship efforts in preparation for our annual outdoor education trip with Outward Bound. We wanted to share a little bit about what TAAV has been up to these past few months and has planned in the months ahead. TAAV is currently working on a new Healthy Relationships video, which we will be able to show when we give presentations to teens throughout the Delta. We're also looking ahead to our fourth Teens Lead Ahead summer camp in July. This month, TAAV has planned several events throughout February to honor Teen Dating Violence Awareness Month. We are also consistently fundraising for Outward Bound. This past July, seven TAAV members spent a week rafting the Deschutes River in Oregon. In early June, TAAV will be venturing the farthest it has ever gone for six days of sailing off of Maine's coast!

We are asking for your support to help make this trip possible. Our annual Outward Bound trip is integral to the TAAV program and the personal development of TAAV members. TAAV members strive to educate other teens so that they, too, can prevent violence in our community. Their ability to do this successfully depends on feeling supported by one another as a team and their own leadership skills, self-awareness, knowledge, and courage. Having worked with the TAAV program the past two years, I've had the privilege of witnessing firsthand the transformative affect Outward Bound has had on TAAV members. Through challenging themselves, stepping out of their comfort zones, and relying heavily on their own ability to work as a team, TAAV members gain confidence, self esteem, leadership and trust in each other. They carry these valuable skills with them back to Bethel, bettering TAAV and bettering our community.

The anticipated costs for this trip for eight TAAV member and two TWC staff chaperones is $14,150, excluding airfare. The cost to sponsor one teen is approximately $1,415. An Alaska Airlines mileage donation of 40,000 miles will secure a round trip flight for one TAAV member and a donation of 20,000 miles will cover one way. TAAV relies entirely on community support through sponsorship, donations, and fundraisers to pay for this annual trip. Since we are traveling further this year, we need to purchase our plane tickets on Alaska Airlines as soon as possible.

As you know, domestic violence and sexual assault have reached epidemic rates across the Y-K Delta. Please support this violence prevention initiative for our young people and the future of our community. This Outward Bound trip is important not only for TAAV participants but also to our community who benefits greatly from the violence prevention effort of TAAV. We hope that you will consider sponsoring one participant for this year's Outward Bound trip. We will, of course, be grateful for any way you are able to help! Please call us if you have any questions or need additional information at 543-3444.

Sincerely,

Katherine D'Onfro

KC D'Onfro and Bridget Power
Teen Advocates and TAAV Coordinators

Manager's Report

CITY OF BETHEL

Post Office Box 1388
Bethel, Alaska 99559
Voice: 907-543-1373
Fax: 907-543-1394

February 18, 2014

From: Lee M. Foley, City Manager

To: Bethel City Council

-

Info: Lori Strickler, City Clerk

Subj: City Manager's Report

Listed below are some of the action items and activities that I've been working on, and involved in, for the period February 4 - 18, 2014.

CITY ADMINISTRATION ACTION ITEMS AND ACTIVITIES

Projects:

- **YK Aquatic Center -** Regular weekly teleconference meetings between the Project Management Team and City Administration are held each Friday at 9:00 a.m. The following items are germane:
  1. The Site Superintendent, Jim Miller, will be out for approximately 4-6 weeks due to medical issues. Ray Shannon will be the Acting Superintendent in Jim's absence.
  2. The water fill test was conducted satisfactorily with only a couple of wet spots and a couple of drips noted. Once the stucco and then the epoxy coats are applied, there will be no reoccurrences.
  3. HVAC work on the mezzanine along with generator systems, pool mechanical equipment and drywall installations are ongoing.
  4. A Pre-Proposal Conference was held on February 11 in Bethel to discuss pool management with prospective bidders. The Evaluation Team consisting of Pete Williams, Rachael Pitts, and John Sargent were invited to attend this meeting that was conducted by ProDev's Doug Cobb and Martha Schoenthal.
  5. John Sargent met with YK's Diabetes Program Director and it appears that we can request $200,000.00 and reasonably expect to be approved. I've asked John to

place an Action Memorandum (AM) on the February 25th agenda so that Council can approve accepting the donation.

6. For purposes of the Wind Turbine, the Contractor is required by the FAA to survey the site. Construction of the turbine cannot proceed until a "non-objection" letter is received from the FAA. Shop drawings for the overhead power connections have been received and Lenny Welch provided detailed comments that will be incorporated into the final design.

- **Bethel Harbor Bank Stabilization** – Council approved the contract drafted by the City Attorney to have DOWL HKM manage this project. Subsequently, I signed the contract for the City so the Contractor can begin work.

- **Institutional Corridor** – M-W Drilling, Inc. is currently drilling a second well near the City Sub Water Treatment Plant. Concurrently, an RFP with draft contract by the City Attorney is being developed to connect the well to the Treatment Plant.

- **Small Boat Harbor Launch Ramps** – The South Ramp has been completed and the contractor is making progress on installing the North Ramp.

Miscellaneous:

- **Optional Roads to Connect Tundra Ridge** – The Administration is compiling a more definitive list of costs involved for Option 1 to be included on the February 25th agenda.

Thank you.

Clerk's Report

City of Bethel, Alaska

City Clerk's Office

To: City Council
From: Lori Strickler
Subject: Clerk's Report

Upcoming Council Events:
March 11, 2014 Regular City Council Meeting
March 25, 2014 Regular City Council Meeting

Records Retention –
Laserfiche
For unknown reasons, we are unable to connect to the Laserfiche server. IT has not yet been able to identify the issue. Additionally we are waiting for the IT department to install direct connections to the Laserfiche users with the primary scanners.

Elections
The City Clerk's Office is working with the State to determine the best date to hold Election Training for Poll Workers and Translators.

Committee/Commission
The City Clerk's Office has requested KYUK provide public notices of the City's many vacancies through the Tundra Drums announcements.

As with previous years, the City Clerk's Office will hold the committee and commission training in February and March of 2014. The City Clerk's Office has spent some time reviewing and updating the training material.
This year the Clerk's Office will be conducting the general committee/commission training as opposed to the one on one which was held last year. If there is a committee/commission that feels they would benefit from a one on one training again this year, they have been asked to let the City Clerk's Office know as soon as possible.

Miscellaneous
The City Clerk's Office hours will be irregular during the month of February; the City Clerk has been summoned for jury duty. Anyone needing to obtain a passport should contact the City Clerk's Office to set up an appointment.

Executive Session

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF BETHEL

AND THE

CITY OF BETHEL EMPLOYEES ASSOCIATION, LOCAL 6055, APEA/AFT

July 1, 2011 – June 30, 2014

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ARTICLE 1
PREAMBLE AND PURPOSE

This Agreement is made and entered into between the City of Bethel, referred to as the "City," and the City of Bethel Employees Association, referred to as the "Union."

The purpose of this Agreement is to set forth the terms and conditions of employment with the City and to promote orderly and peaceful labor relations.

The parties recognize that the interests of the community and the job security of the Employees depend upon the City's success in establishing proper and cost efficient service to the community. To these ends the City and the Union encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all Employees.

The parties also agree that it is their mutual intent to maintain and strengthen the merit principles in the bargaining unit.

ARTICLE 2
RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for City Employees in the job classifications set forth in Appendix A appended herein and as determined by the Alaska Labor Relations Agency in Certificate of Representation No. RC1188-002, or as amended.

ARTICLE 3
UNION MEMBERSHIP AND DUES

Section 3.1 Membership Requirements

A. Any Employee covered by this Agreement will be required as a condition of their continued employment to join the Union or pay an agency fee equal to the membership dues for the purpose of administering this contract. Membership in the Union is not compulsory. Employees have the right to join, not join or drop their membership as they see fit. Neither party shall exert any pressure on or discriminate against any Employee as regards such matters.

B. Within ten (10) working days of hiring a new Employee covered by this Agreement, the City shall notify the Union in writing of the name, address, and job title of the new Employee. The Union shall provide the Employee with a copy of this Agreement.

Section 3.2 Dues/Fees and Payroll Deductions

Upon written authorization of an Employee, the City shall deduct from the Employee's pay check the monthly amount of union dues or agency fees and transmit such amount to the Union.

A. Membership Dues. Membership dues and fees for Employees who join the Union shall be in accordance with the bylaws of the Union.

B. Agency Fees. Employees covered by this Agreement who choose not to become members of the Union shall be assessed an agency fee equal to membership dues.

C. Religious Objector. In accordance with AS 23.40.225 the City and the Union agree to safeguard the rights of non-association of Employees having bona fide religious convictions based upon tenets or teachings of a church or religious body of which an Employee is a member.

Section 3.3 Payroll Deductions

A. The payment of membership dues or agency fees shall commence with the first payday of the month after thirty-one (31) calendar days following the initial date of employment.

B. The City shall promptly pay to the Union those authorized membership dues/agency fees deducted from Employee wages each month. Employees, who choose to change their status from membership to an agency fee payor or from agency fee payor, may do so after written notice to the Union and the City Manager. Such status change shall become effective immediately based on the date of the written notice. Any adjustments to the deductions shall occur at the next full pay period.

C. After written request from the Union to the City Manager, an Employee who has been employed for more than sixty-one (61) days and who is not in compliance with the provisions of this Article shall be notified that the Employee may be dismissed by the City if the Employee does not comply with the provisions of this Article. The Employee shall be given thirty (30) days to become compliant. If after thirty (30) days, the Employee is not in compliance, the Employee shall be dismissed immediately. The Union shall pay all reasonable costs and fees associated with an action taken by the City to enforce this paragraph. Additionally, the Union shall defend, indemnify and hold the City harmless against any and all claims, demands, actions, causes of action, lawsuits, grievances, arbitrations, mediations, and all other kinds of liabilities or actions,

and pay all reasonable fees and costs, including attorney's fees and costs, which may arise from enforcing this section of the Agreement.

Section 3.4 Union and Employee Responsibility

This Agreement is binding on each and every Employee in the bargaining unit. Each Employee, individually and collectively, accepts full responsibility for carrying out all the provisions of this Agreement. The Union agrees that it shall actively dissuade absenteeism and tardiness, all forms of illegal harassment, and any other practices which may hamper the City's operation. The Union will support the City's efforts to eliminate waste and inefficiency, to improve the quality of work, and to promote harmonious relations between the City and Employees. The Union shall make every effort to see that Employees obey all City workplace policies, procedures, rules, and instructions which are not inconsistent with the terms of this Agreement.

Section 3.5 Union Representatives and Activities

A. The Union may have five (5) Employee Representatives who shall be authorized to handle complaints and grievances arising under this Agreement. The Union shall provide to the City a list of all authorized Employee Representatives. The Union may designate different Employee Representatives at any time with thirty (30) days written notice to the City Manager.

B. The Employee Representative may make reasonable visits within the work area the Employee represents for the purposes of handling specific complaints and grievances arising under this Agreement. The Employee Representative shall first notify and obtain the approval of the Department Head in advance of such visit, advising the Department Head where the Employee Representative shall be and how long the Employee Representative anticipates such visit shall take. The Employee Representative shall arrange such visits to occur at times when they will least impact City operations and the performance of work. Prior to conducting such visit the Employee Representative shall fill out the appropriate time record recording the time the Representative left the work assignment/area. Upon concluding the visit the Employee Representative shall promptly notify Employee Department Head that the visit was concluded and that the Representative has returned to the work assignment/area, at which time the Representative shall record on the appropriate time record that the visit has concluded. All time spent on such visits shall be designated on the time record as Union Leave and deducted from the appropriate Union Leave account.

C. The Union may have representatives who are not Employees of the City who also shall be authorized to speak for the Union in all matters governed by this Agreement and shall be permitted to visit any work area for the purpose of administering this Agreement at reasonable times upon advance approval of the City Manager or designee. Such approval will not be unreasonably denied. The Union shall

arrange such visits to occur at times when they will least impact City operations and the performance of work. The Union shall provide to the City a list of all such authorized representatives.

D. During working hours, the Employee Representative may handle complaints and grievances arising under this Agreement with the proper City Representative. These visits shall be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section B above. Employee Representatives will not leave their work duties during emergency or critical situations.

E. Upon the concurrence of the Department Head and when the normal flow of work will not be unduly disrupted, the Employee Representative will be allowed to confer periodically and for a reasonable length of time with Employer Representatives to work out solutions to problems on matters not deemed critical but which, because of convenience to both management and labor, can be moved toward resolution. These visits shall also be scheduled, held and accounted for in the same manner and in accordance with the procedures set forth in Section B above.

Section 3.6 Union Leave and Leave Bank

A. Union Leave Employees granted Union leave shall be paid for their leave time from the Union Business Leave Bank as set out in Section B below, so long as there is accumulated leave in the bank. The City shall not be obligated to compensate the Employee Representatives for any time spent on Union leave. The hours spent on Union leave will not be counted as hours worked for purposes of computing overtime. Union leave shall be granted in the following manner:

1. No more than five (5) Employee members of the Union negotiating committee shall receive Union leave for all time necessary for the conduct of contract negotiations, including reasonable time for negotiating committee meetings outside of the negotiations themselves.

2. Union leave shall be granted for all reasonable time necessary to process grievances, including arbitrations, for grievants, Employee Representatives and elected Union officers who may be involved, and witnesses.

3. Employee Representatives shall be granted up to two (2) work days per calendar year of Union leave to attend Union sponsored training.

4. Elected Union officers shall be granted a reasonable amount of Union leave for the purpose of conducting Union business. Such time shall not normally exceed four (4) hours per week.

5. Union leave will not be unreasonably denied. However, it is understood and agreed that such leave may be denied if the Employee's services are

needed by the City. Requests for association business leave will normally be made through the Union President or designee. The Union will endeavor to give as much advance notice as possible for business leave.

B. Union Business Leave Bank

1. There is hereby created a Union Business Leave Bank which shall be administered by the Union with records kept by the Union and the Employer. The Bank shall be established by an automatic transfer each October 1 of two (2) hours of PTO leave from the leave account of each Employee in the bargaining unit. If an Employee does not have two (2) hours of PTO leave as of October 1, the two (2) hours shall be transferred when the Employee has accrued them. The Bank will be used consistent with the terms of this Article.

2. The Union may cancel the automatic leave deduction for any year in which sufficient cash is available for purposes of the Bank.

3. The Employer agrees that reasonable effort will be made to release Employees consistent with the terms of this Article. However, the parties recognize that situations may arise that prevent representatives from being released.

4. The parties recognize that the City will incur expenses associated with the Union Business Leave Bank that the City otherwise would not incur. Accordingly, at the end of each month the City shall prepare an invoice specifying the nature and amount of such expenses. The City shall send a bill monthly to the Union and the Union shall pay the City for such expenses.

Section 3.7 Meeting Space

Where there is available meeting space in City owned facilities, such space may be used for meetings by the Union at no cost to the Union with reasonable notice to the City. Approval shall not be unreasonably denied.

Section 3.8 Bulletin Board

The Union shall have the right to use bulletin board space at mutually agreeable locations for the purposes of posting Union information.

ARTICLE 4
JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

Section 4.1 Classification Rights and Duty

A. The City shall have sole authority and duty to establish, decide, determine and designate all occupational classifications it has to offer Employees, including the right to establish new classifications, reclassify, change, consolidate or abolish existing classifications at any time, and to determine job content, duties and responsibilities. The City shall also have the authority to allocate and reallocate positions.

B. The City may establish new classifications and rates for classifications. The City shall notify the Union when any new classification not listed on the wage schedule is established. In the event the Union, within five (5) calendar days thereafter, notifies the City in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties. The rate shall be effective as of the first date Employees were assigned to the classification.

C. An arbitrator shall have no authority to establish, modify or eliminate any classification and shall have no authority to establish, modify or eliminate any wage rate for a classification. The authority of an arbitrator with regard to classifications is limited to determining whether the City satisfied its obligation to provide the Union with the notice specified above when a new classification is created and for determining an appropriate remedy for any such failure.

Section 4.2 Job Descriptions

The City shall maintain job descriptions which are descriptive guidelines and not inclusive of each and every duty of a position. Job descriptions shall include a statement of qualifications consistent with Section 4.4 below.

Section 4.3 Duties of Employees

An Employee may be required by the City to perform the duties described in the job description for the Employee's class as well as any other duties which the Employee has the skills and qualifications to perform. Nothing in this Section prohibits the City from requiring the Employee to perform duties which are not detailed in the Employee's job description. The City does not have to consult the Union or any Employees covered by this Agreement, when making a determination that an Employee has the skills and qualifications to perform duties not specifically included in the Employee's job description. However, the City shall not act unreasonably in requiring an Employee to perform duties other than those described in the Employee's job description.

Section 4.4 Qualifications Statements

A. The qualifications statements in each job description establish requirements that must be met by an individual before consideration for appointment or promotion to a position. Common alternative combinations of education, training or experience are specified in the job description. Even if such combinations are listed in a job description, however, the City retains the right to determine that other combinations qualify the person for the job, regardless of whether or not the job description explicitly states that other combinations may qualify the person for the job. The City does not have to consult the Union or any Employees covered by this Agreement, when making a determination that other combinations qualify a person for a job.

B. Personal traits including, but not necessarily limited to, loyalty, honesty, industry, amenability to supervision, and willingness to cooperate with others shall be qualifications required for each position, even though such traits may not be explicitly stated in a job description.

Section 4.5 Job Titles

A. Official Job Titles. Each position shall have an official job title which is specified in the classification plan and is used to identify each individual position. The official job title shall be used to designate positions in all budget estimates, payroll documents, and personnel records and reports.

B. Working Job Titles. For all purposes other than those described in section 4.5A, any suitable working job title may be used.

C. Position Levels. The job titles are generally indicative of the work of the position and of the level of its importance and responsibility. Where Roman numerals are affixed at the end of a title to indicate level within an occupation subseries, the higher numbers represent the higher levels.

Section 4.6 Review of Job Classifications and Job Classes

The City Manager shall provide for a systematic and periodic review of classes of positions if the City Manager determines, in his or her sole discretion, that duties, responsibilities, and authority have changed substantially, or other conditions, including but not limited to an Employee request for review, warrant such a review. The City Manager shall allow the Union and Employees to provide input into such a review.

ARTICLE 5
PERSONNEL ACTIONS

Section 5.1 Personnel Actions

The City shall have the sole and exclusive right to make appointments including but not limited to recruiting, examining, selecting, promoting and transferring Employees of its choosing and to determine the times and methods of such actions. The City retains the right to fill any position from outside the bargaining unit although the City recognizes the benefits of selecting a qualified Employee covered by this Agreement who has applied for a vacancy. All personnel actions shall be documented on a Personnel Action Request ("PAR") form provided by the City.

Section 5.2 Job Announcements

A. The City shall post all job openings, whether newly created or vacant, at mutually agreeable locations in each department for a period of fourteen (14) calendar days prior to the expiration date for submission of applications. The posting time frame may be shortened when required by circumstances beyond the City's control or where necessary to ensure the continuity of City operations.

B. All qualified bargaining unit members who hold regular status and submit an application for a posted vacancy will be considered for any job vacancy covered by this Agreement along with any other applicants.

C. Qualified Employees covered by this Agreement who apply for any vacancy shall be granted an interview for the position. The City acknowledges the value of current Employees and agrees to give Employees who interview for a vacant position full and fair consideration. If not selected, the Employee may request an explanation from the hiring manager for the non-selection.

Section 5.3 Types of Appointments

A. Probationary Appointment. All appointments to positions in city service, including new hires, rehires, demotions for disciplinary reasons, and promotions shall be on a probationary basis.

B. Regular Appointment. A regular appointment occurs after an Employee has satisfactorily completed a probationary appointment to the position.

C. Substitute Appointment. A substitute appointment is one that is made to a position which is going to be vacant for longer than sixty (60) calendar days because of an authorized leave of absence where the incumbent has reinstatement rights. Upon reinstatement of an incumbent, the substitute Employee may be transferred or demoted to any vacant position for which the Employee is qualified, at the discretion of the City. Otherwise, the Employee shall go into layoff status. A person with a substitute appointment does not have priority rights to the position over the rights of the person for whom the Employee is substituting.

D. Acting Appointment

1. An acting appointment is made when a qualified Employee may be required to serve temporarily in a vacant higher level position.

2. An acting appointment gives the Employee no advantage in competition for regular filling of this position. However, time in an acting appointment may be counted toward experience for the class of position concerned at the discretion of the Department Head.

3. Employees filling an acting assignment shall not be asked or allowed to do jobs or tasks that they are not adequately trained or licensed to do. An Employee who obtains an acting appointment shall not always be required to perform all of the duties and responsibilities assigned to the incumbent. The duties and responsibilities that are actually assigned to the Employee who has obtained the acting appointment shall be determined by the Employee's Department Head.

E. Temporary Appointments The parties recognize that the Employer may hire temporary Employees in the sole and exclusive discretion of the City. A temporary position is one established to provide City services for a period not to exceed the greater of six months in duration or the duration of a position funded by a one-time grant from the federal or state government on a temporary basis. Such positions may be filled on a full- or part-time basis. Persons holding temporary positions are not covered by any of the terms of this Agreement, are not included in the bargaining unit, and are not entitled to any of the rights and benefits provided to Employees under this Agreement. Temporary Employees may not be rehired into the same temporary position for thirty (30) calendar days, unless agreed to otherwise between the parties.

Section 5.4 Promotion

A promotion is the filling of a vacancy by the advancement of an Employee from a position having a lower pay range. Promotions shall be based upon merit and the City shall attempt to promote from within. However, promotions shall be made at the sole and exclusive discretion of the City.

Section 5.5 Transfers

A. A transfer is the lateral movement from one position to another position in the same or a parallel class in the same pay range without any break in service. The transfer may be within a department, or from one department to another. An Employee must meet the minimum qualifications for the position the Employee transfers to.

B . Employee Requested Transfer An Employee may request a transfer within or between departments by submitting the request in writing to the Employee's Department Head. Granting of the request shall be within the sole and exclusive discretion of the City. Upon approval of the City Manager, or designee, and before completion of any transfer, the Employee shall be notified in writing of any change in status including pay step, anniversary date, length of service, and requirement for serving a probationary period.

Section 5.6 Demotion

A. The movement of an Employee to a lower pay rate or pay range is a demotion. The decision to demote is within the sole and exclusive discretion of the City. Demotions may be made for disciplinary reasons, at the request of the Employee, in lieu of layoff, or for any other reason, including but not necessarily limited to, lack of sufficient funding or work, organizational changes or other reductions in force. A demoted Employee shall not replace another Employee in his or her position. A demoted Employee may only be demoted to a vacant position.

B. Employee-Requested Demotion An Employee may request in writing that he or she be demoted to a vacant position in a lower pay range. The request shall be made to the Employee's Department Head, who may not approve the request without the written consent of the City Manager, or designee. Approval of the demotion is in the sole and exclusive discretion of the City, and shall be deemed to have been made on a voluntary basis. The City Manager, or designee, or the Department Head may require a written examination or other evidence of the Employee's qualifications for the position to which the Employee requests demotion.

ARTICLE 6
PROBATIONARY PERIODS

Section 6.1 Newly Hired Positions

A. The probationary period for full time positions, except commissioned members of the Bethel Police Department who do not have a basic, intermediate, or advanced Alaska Police Standards Council certificate, is 180 calendar days.

B. The probationary period for part-time positions is 520 hours of cumulative service.

C. The probationary period for full time commissioned members of the Bethel Police Department who do not have a basic, intermediate, or advanced Alaska Police Standards Council certificate is twelve (12) months.

D. A Department Head may consider service rendered in a temporary position as probationary service for a regular appointment if the regular appointment is for a position which requires the same duties and responsibilities as the temporary position.

E. Probationary appointments entitle a newly hired Employee to the same benefits available to an Employee who has obtained a regular appointment, subject to the conditions of the benefit plans, and unless otherwise specified in this Agreement.

F. The Employee shall acquire regular status on the first working day following completion of the probationary period, unless action is taken by the Department Head to separate the newly hired Employee or extend the probationary period in writing prior to the end of the probationary appointment subject to the approval of the City Manager. The probationary period may be extended for a period of time not to exceed three (3) months, unless the Employee is in the Police or Fire department. In such cases, the Employee's probationary period may be extended for a period of time not to exceed six (6) months. Such an extension does not affect or change the initial hire anniversary date with the City for the Employee. Any extension of the probationary period requires approval of the City Manager.

Section 6.2 Probationary Period after Promotion

Regular Employees promoted shall serve a new probationary period of six (6) months in the new position. An Employee who holds regular status in any position and who subsequently accepts a promotion to a new position retains return rights to return to the last position in which Employee held regular status if a vacancy exists. The Employee may exercise these rights voluntarily at any time prior to completion of probation in the new position or upon notification that Employee has failed to satisfactorily complete

probation in the new position. Return rights do not apply to an Employee disciplined for just cause.

Section 6.3 Probationary Period after Transfer

When a Regular Employee transfers to a position in the same job classification in a different department, the Employee may be required to serve a six (6) month probationary period at the recommendation of the Department Head subject to the approval of the City Manager.

Section 6.4 Probationary Period after Demotion

When a Regular Employee is demoted for a non-disciplinary reason to a position in a job classification where the Employee had previously completed a probationary period, no probationary period shall be served. When a Regular Employee is demoted for disciplinary reasons or to a position the Employee has not previously held regular status, the Employee shall be placed on a six (6) month probationary period.

Section 6.5 Discipline or Separation During Probationary Period

A. When it becomes clear that an Employee serving a probationary period is not performing satisfactorily, the Employee shall be so informed in writing.

B. At any time during the probationary period, a newly hired Employee or an Employee demoted for disciplinary reasons may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period under these circumstances.

ARTICLE 7
PERFORMANCE EVALUATIONS AND PERSONNEL FILES

Section 7.1 Performance Evaluations

A. The City may evaluate an Employee's performance. The City shall prescribe the nature, form, and frequency of performance evaluation reports. Performance evaluations should provide constructive feedback on the Employee's strengths and weaknesses in both the performance of the Employee's job duties and workplace behaviors. Evaluations should be objectively based on observable facts and not subjective opinions.

B. The Department Head, or designee, shall prepare the performance evaluation report and discuss it privately with the Employee. If the Employee disagrees with any part of the evaluation content, the Employee may submit a written rebuttal which will be appended to the evaluation and filed in the personnel file.

C. The original performance evaluation shall be filed in the Employee's personnel file. The substance of a performance evaluation report shall be determined solely by the City. An arbitrator has no authority to modify a performance evaluation report but may determine whether the City satisfied its obligation to permit an Employee to attach his written comments to the report.

Section 7.2 Personnel Files

A. The City shall maintain a confidential personnel file for each Employee in the City Manager's, or designee's, office.

B. An Employee shall have access to the Employee's personnel file in a reasonable period of time following notice to the City Manager, or designee. Employees shall also be provided a copy of the Employee's personnel file, or any parts thereof, within a reasonable period of time following the Employee's request for a copy.

C. The Union, or any other third party, shall have access to an Employee's personnel file only upon written authorization by the Employee specifying what files or documents the Union or third party may review. The City reserves the right to charge the Union or a third party any copying costs.

D. Nothing in the Section precludes the City from releasing an Employee's personnel file as required by law or a court order.

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 8.1 General Policy

The City Manager will advise and assist Department Heads in the handling of all disciplinary matters. The City Manager shall approve all disciplinary actions concerning suspension, transfer, demotion or dismissal prior to the completion of the action, unless, in the judgment of the Department Head, immediate disciplinary action is required. The basis for taking immediate action shall be limited to reasons of just cause or immediate danger to health, safety and welfare of city Employees or the public. In such instance, the Department Head shall have the authority to suspend the Employee pending investigation and approval of the final determination by the City Manager.

Section 8.2 Discipline

A. Discipline or Separation during the Probationary Period At any time during the probationary period, a new or rehired Employee (including an Employee promoted before the end of a probationary period, for the duration of the probationary period for the previous position he or she held), or an Employee demoted for disciplinary reasons, may be disciplined or discharged for any reason or no reason. Just cause is not required for any form of discipline or separation during the probationary period.

B. With respect to Employees who have acquired regular status, progressive discipline shall be followed when practicable. Department Heads and supervisors should always be aware of the continuing need for informal counseling. When informal counseling fails to correct a situation, or when the severity of the inappropriate conduct warrants, and the City believes that the proposed discipline is in its best interests, any of the following forms of discipline may be imposed at any time so long as such discipline is supported by just cause:

- oral reprimand (memorialized in writing);
- written reprimand;
- suspension without pay;
- demotion; or
- dismissal

C. "Just cause" means that justification exists for a proposed disciplinary action. "Just cause" includes, but is not limited to, the following:

- incompetency;
- inefficiency;
- lack of one or more of the qualifications for a position within the bargaining unit;
- failure to comply with any of the terms and conditions included in this Agreement;
- insubordination;
- absenteeism or tardiness; job abandonment;
- harassment of other Employees, Department Heads, the City Manager, City Council members or any other Employee or official of the City of Bethel, or any member of the public;
- violation of a City of Bethel policy, procedure, or work rule which was known or reasonably should have been known to the Employee;
- violation of an oral or written directive of a supervisor which was known or should have been known to the Employee;
- conviction of a crime involving moral turpitude;
- substance abuse on the job;

- use or appropriation of City property for personal, commercial or other unauthorized use without prior explicit permission from the Employee's current Department Head;
- refusal to perform job duties;
- dishonesty; or
- any other conduct reasonably justifying the proposed form of discipline, up to and including dismissal.

Section 8.3 Written Disciplinary Notice

A. All disciplinary actions except oral reprimands shall be documented on a PAR form. A record of the date, time and subject of any oral reprimand shall be maintained in the departmental personnel files. The disciplinary report shall clearly and concisely set forth the supervisor's reasons for disciplinary action.

B. The Employee shall be given an opportunity to review the disciplinary report with his or her Department Head. If the Employee disagrees with the facts or conclusions contained in the report, the Employee shall be permitted to submit, within four (4) calendar days after reviewing the report with the Employee's Department Head, a statement of disagreement. The statement shall clearly and concisely set forth the Employee's reasons for disagreeing with the report. One copy of the Employee's statement shall be appended to the report and shall become a part of it. If the Employee has no comment or has not responded within the required time frame, it shall be so noted and the report shall be forwarded to the City Manager, or designee, for inclusion in the personnel file.

Section 8.4 Right to Union Representative During Investigative Interview

Employees will be entitled to their *Weingarten* Rights (right to have a union representative present during an investigative interview that the Employee reasonably believes may lead to disciplinary action) upon request by the Employee.

Section 8.5 Right to Disciplinary Hearing Before Dismissal, Demotion, or Suspension

A. The parties expressly acknowledge that this Agreement confirms their mutual intent and understanding that the grievance/arbitration process set out in this Agreement modifies regular Employees' rights to an adversarial hearing before an Employee who has acquired regular status is dismissed, demoted for disciplinary reasons, or suspended without pay. The parties further agree that the Agreement provides for reasonable grievance and arbitration procedures that an Employee may utilize after the Employee is dismissed, demoted for disciplinary reasons, or suspended without pay, and that these procedures are sufficient to satisfy the Employee's

constitutional rights to an adversarial hearing. Further, the parties expressly acknowledge that the arbitration provided for in this Agreement, and not the opportunity to present his or her position provided for in Section 8.5 B below, is the sole adversarial hearing an Employee is entitled to with respect to any form of discipline or adverse employment decision.

B. Before dismissing, demoting for disciplinary reasons, or suspending an Employee without pay, an Employee who has acquired regular status will be provided written notice of intent to dismiss, demote for disciplinary reasons, or suspend without pay, including an explanation of the evidence underlying the City's intention. The Employee will then be given an opportunity to present his or her position before the dismissal, demotion for disciplinary reasons, or suspension without pay goes into effect.

Section 8.6 *Garrity* Rights for Licensed Personnel of Police Department

Upon a determination by the Police Chief, or designee, that immunity from criminal prosecution is appropriate during an internal investigation, uniformed personnel of the Police Department shall be accorded protections provided in *Garrity v. New Jersey,* which requires among other things warnings concerning right to counsel and use of statements made in the course of investigatory interviews.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1 Definition of Grievance

A grievance is a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

Section 9.2 Procedural Steps

A. Step 1: Oral Notice to Department Head. Not later than fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the Employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the Employee must discuss the grievance with Employee's Department Head. The Department Head shall orally respond to the Employee not later than fourteen (14) calendar days thereafter.

B. Step 2: Written Grievance to Department Head. If the grievance is not settled at Step 1, the Employee, through the Union, not later than fourteen (14) calendar days after the event giving rise to the grievance, or fourteen (14) calendar days after the Employee or Union should reasonably have learned of the event giving rise to the grievance, whichever is later, must submit a written grievance to the Department Head.

The Department Head shall give Employee written answer to the grievance to the Union within fourteen (14) calendar days after receipt of the grievance.

C. Step 3: Written Appeal to the City Manager.

1. A grievance appealing a dismissal or a grievance not settled at Step 2 shall be filed at Step 3.

2. The Employee, through the Union, not later than fourteen (14) calendar days after a dismissal or the receipt of the Department Head's written answer at Step 2 may file a written appeal of that answer to the City Manager.

3. Not later than fourteen (14) calendar days after receipt of the written appeal, the City Manager, or designee, shall meet with the Employee and the Union representative. The City Manager, or designee, shall give Employee written answer to the grievance within fourteen (14) calendar days after such meeting, which answer shall be final and binding on the Employee, the Union and the City, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 9.5 of this Article.

D. All grievances presented at Step 2 of the procedure set forth above in Section 9.2(B) of this Article and beyond shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the names of the aggrieved Employee(s); and the remedy sought. All grievances at Step 2 and beyond shall be signed and dated by the aggrieved Employee and/or Union representative. All written answers submitted by the City shall be signed and dated by the appropriate City representative.

Section 9.3 Time Limitations

The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be valid unless it is submitted or appealed within the time limits set forth in this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3 or beyond, it shall be deemed to have been settled in accordance with the City's Step 2 answer. If the City fails to answer within the time limits or in the manner set forth in this Article, the grievance shall automatically proceed to the next step.

Section 9.4 Step 4: Appeal to Arbitration

Any grievance, as defined in Section 9.1 of this Article, that has been properly and timely processed through the grievance procedure set forth in Sections 2 through 4 of this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving the City with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with Section 9.5 within fourteen (14) calendar days after receipt of the written answer of the City at Step 3 of the grievance procedure set forth in Section 9.2 of this Article shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the City at Step 3 of the grievance procedure shall be final and binding on the aggrieved Employee, the City and the Union.

Section 9.5 Selection of Arbitrator

Not later than fourteen (14) calendar days after the Union serves the City with written notice of intent to appeal a grievance to arbitration, the City and the Union shall jointly request the Federal Mediation and Conciliation Services ("FMCS") to furnish to the City and the Union a list of seven (7) qualified and impartial arbitrators. After receipt of that list, the City and the Union shall alternatively strike names from the list until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. Any fee required by the FMCS shall be shared by the parties.

Section 9.6 Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his or her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the City. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the consent of the City. The written award of the arbitrator of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding on the aggrieved Employee, the Union and the City.

Section 9.7 Fees and Expenses of Arbitration

The fees and expenses of the arbitrator for the arbitration shall be borne entirely by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such fees should be apportioned as determined by the arbitrator. Each party shall bear its own arbitration expenses.

Section 9.8 Extension of Time Frames

Time frames for the grievance/arbitration process may be extended only by mutual agreement of the Union and the Employer.

Section 9.9 Delivery of Grievances and Responses

A. When a written grievance or response is delivered by mail, it shall be sent return receipt requested to the respondent or to the person filing the grievance. When a written grievance or response is hand-delivered, the respondent or the person filing the grievance shall acknowledge receipt in writing of the grievance or response. When a written grievance or response is delivered by facsimile, a hard copy shall be delivered by mail. Copies of all written responses to grievances at any step shall be sent to the APEA/AFT Field Office in Fairbanks.

B. For the purposes of the time frames in this Article, a grievance or response delivered by mail or facsimile shall be considered submitted on the date of mailing or date of facsimile, but the time for response or for filing the next step shall not begin to run until the day after actual receipt. A hand-delivered grievance or response shall be considered submitted on the date of delivery, and the time for response or for filing the next step begins to run on the day after that date. If the last day of a time period falls on a Saturday, Sunday or holiday, the period will be extended until the next business day.

Section 9.10 Sole and Exclusive Nature of Grievance Procedure

The grievance procedures of this Agreement are the sole and exclusive remedies of the Employees of the City of Bethel alleging violations of this Agreement and/or any disciplinary actions. An Employee must fully exhaust these remedies prior to filing any lawsuit or other administrative action. If an Employee does not exhaust these remedies prior to filing any lawsuit or administrative action, such failure shall be grounds for dismissal of the lawsuit or administrative action. If the Union elects not to pursue a grievance, either initially or at any subsequent step in the grievance procedure, the Employee may pursue the grievance. Any Employee who elects to pursue a grievance without the assistance of the Union must comply with all filing and other requirements of the grievance procedure. The City is not required to file a grievance under this Agreement. Should it become necessary for the City to enforce the terms of this Agreement, it may do so by either filing a petition for enforcement with the Alaska Labor Relations Agency or through a judicial action.

ARTICLE 10
SEPARATION

Section 10.1 Actions That Constitute Separation from City Service

An Employee shall be separated from City service upon the occurrence of one of the following, including but not limited to, resignation, medical separation, retirement, dismissal for cause, release during probationary period, job abandonment, or layoff.

Section 10.2 Resignations

A. Notice of Resignation. An Employee who desires to resign shall give at least two week's written notice to his or her immediate supervisor. The period of notice may be reduced or waived by the City upon recommendation of the Department Head. A notice of resignation shall become part of the personnel file.

B. Withdrawal of Resignation. An Employee may withdraw his or her resignation prior to the effective date stated in the notice of resignation only with the written approval of the Department Head and the City Manager.

C. Failure to Give Adequate Notice. Failure to give adequate notice shall be noted on the Employee's separation documents and may preclude consideration for future employment.

D. Effective Date of Resignation. The effective date of resignation pursuant to a notice of resignation shall be the last day on which the Employee works.

Section 10.3 Medical Separation

An Employee who is unable to return to work following approved medical leave without pay shall be separated in good standing from City of Bethel employment. Depending on the type of injury or illness, and whether it happened on or off the job, the Employee may be able to take part in either the Long Term Disability Program with the City of Bethel health benefit plan or the Long Term Disability Plan under the retirement system. Employees are responsible to make themselves aware of the particular requirements in both Long Term Disability plans and should contact the City if further information is required, beyond what is provided in the plan documents.

Section 10.4 Job Abandonment

An Employee shall be considered to have abandoned their position with the City if the Employee fails to report to work and fails to call in to report their absence for more than three consecutive days. Where a regular Employee fails to report or call in under this Section, the Department Head shall send or deliver a certified letter to the Employee's

last known address to notify them of a termination hearing date. If the Employee is still in their initial probationary period with the City, the letter shall notify the Employee of their separation from employment with the City. It will be the responsibility of the Employee to make sure their last known address is on file with the City Manager or designee.

Section 10.5 Layoffs

A. The decision to lay off Employees shall be made solely by the City and shall not reflect discredit upon the services of the Employee.

B. Notice Requirements.

1. An Employee shall be given at least thirty (30) calendar days advance notice of a layoff.

2. The Union shall be notified in writing of any proposed layoff concurrently with the Employee. The Union and City agree to discuss alternatives to the proposed layoff prior to the effective date of the layoff and to negotiate the effects of any layoff if so requested by the other party.

C. The City shall not lay off an Employee and reclassify their former position with the intention of filling the position with a temporary hire.

D. Layoffs may occur for any of the following reasons:

- a reduction in force because of a shortage or reduction of work or funds;
- the abolition of a position;
- material change in departmental organization;
- end of a substitute appointment upon return of the incumbent;
- failure of an Employee to successfully complete the probationary period following promotion;
- termination of a grant; or
- any other legitimate business reason not inconsistent with the terms of this Agreement.

E. Bumping Rights. A regular Employee who is subject to layoff due to a reduction in force shall have the right to displace another Employee only in accordance with the following conditions:

- such displacement occurs in the same Department;
- the Employee subject to layoff has more seniority than the displaced Employee;
- the City Manager determines that the Employee subject to lay off has the requisite qualifications for the position held by the displaced Employee;

- the displaced Employee's position is in a lower classification than the position of the Employee subject to lay off;
- the Employee subject to lay off previously attained regular status in the position of the displaced Employee;
- the displaced Employee is the least senior Employee meeting the above conditions.

F. A regular Employee may be offered a vacant position for which the Employee is qualified in lieu of layoff.

G. Eligibility for Re-employment A regular Employee retains the right to be recalled to a vacant position in the same job class for one year after the lay off so long the Employee has indicated that the Employee is interested and available to return to work. Acceptance of another regular position with the City ends any right to be re-employed after a layoff.

Section 10.4 Separation Paperwork

On or before the Employee's last day of work, the Employee shall complete all separation paperwork as required by the City.

ARTICLE 11
MANAGEMENT RIGHTS

Section 11.1 Management Rights

In addition to the rights and authority provided to management elsewhere in this Agreement and under state, federal, or local law, the City shall remain vested with all management authority and rights unless specifically restricted by an express provision of this Agreement. Such rights and authority, include, but are not limited to the following:

- the right to direct the work force,
- the full and exclusive right to hire, promote, demote, dismiss, discipline, lay off, and separate Employees from City service;
- to promulgate rules and regulations governing the conduct of Employees and to require their observance;
- to make all appointments,
- to determine all job classifications, develop all job descriptions,
- to assign positions to classes and assign classes to pay ranges,
- to control the use of leave so as not to jeopardize the functions of the City;
- to establish and direct the locations and methods of work,
- to establish and direct job assignments and work schedules;

- to subcontract work;
- to close down, relocate, expand, reduce, alter, transfer or cease any job, department, operation or facility;
- to decide, determine and designate all job classes and job classifications it has to offer Employees, including the right to establish, reclassify and abolish positions; to determine job content, duties and responsibilities;
- to maintain order and efficiency;
- to determine the work day and work week;
- reduce or expand the work force;
- to control, direct and supervise all equipment and Employees; and
- to determine the nature, type, location and duration of services to be performed for the City.

This listing of management rights is not all-inclusive. The City reserves all rights granted to it by the Alaska Public Employment Relations Act unless expressly waived or modified by the terms of this Agreement. All of the functions, rights, powers and authority of the City not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the City. The City's failure to exercise a management right does not preclude the City from exercising it at some time in the future. The City retains all rights and authority to operate and direct Employees of the City as exercised by the City prior to July 10, 1996, unless such right or authority has been modified by the terms of this Agreement.

Section 11.2 Contracting Work

A. It is the general policy of the City to continue to utilize its Employees to perform the work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, improved work product, economy or emergency.

B. Before contracting out work which will result in the loss of work for existing Employees, the City will offer to meet and confer with notice given at least fourteen (14) days before finalizing a contract with a third party. The City agrees to provide the Union with the names of all Employees who may be subject to layoff, including whether they may have continuing employment rights. Meet and confer topics may include the impact of a contracting out decision on existing Employees, and whether the work to be contracted out can be performed as efficiently and economically using existing Employees. Where practicable and provided it can do so consistent with the State Procurement code, the City will provide the Union with costing information related to a decision to contract out in the course of the meet and confer process. This paragraph does not apply to contracting out in emergency situations.

C. Where contracting out has occurred as a result of an emergency, the City shall meet and confer with the Union within five (5) working days to discuss employment consequences for any affected Employees.

D. Nothing in this Section is to be construed as creating a mandatory obligation by the City to bargain with the Union over any decision to contract out work.

ARTICLE 12
PAY AND PAYROLL

Section 12.1 Wage Schedule and Pay Rates

A. Effective July 1, 2011, Employees in Steps A-M and employed on July 1 shall be moved one step on the wage schedule in Appendix B. Employees in Step N on June 30, 2011, shall be paid a lump sum of $1,000.00.

B. Effective July 1, 2012, the wage schedule shall be increased by 2.5% in Appendix C.

C. Effective July 1, 2013, the wage schedule shall be increased by 2.5% in Appendix D.

Section 12.2 Starting Rate on Initial Employment

A. The City retains the sole right to determine what step to place a newly hired Employee within the stated ranges set forth in Appendix A.

B. Newly hired police officers with no law enforcement experience or certification shall be placed at Step A. Newly hired police officers with law enforcement experience and/or certification shall be placed at Step C or another advanced step as determined by the Police Chief, subject to the approval of the City Manager.

Section 12.3 Rate of Pay on Promotion

A promoted Employee shall be paid at Step A in the new pay range or at that step in the new pay range which will provide the Employee with a one step incremental increase from the step held in the Employee's previous pay range.

Section 12.4 Rates of Pay for a Reclassification of a Position

In any case where a position is reclassified upwards, the pay step of the Employee occupying the position shall be that step in the new range which will provide the Employee with initial compensation at least equal to the step held in the old range. Length of service date remains unchanged, and no additional probationary period shall be required beyond that required of the position that is reclassified upwards. In the event the reclassification results in a pay decrease, the Employee's rate of pay shall be frozen.

Section 12.5 Upward or Downward Range Change of a Job Class

In the case of a proposed increase or decrease in the pay range for a class of positions, the parties agree to meet and negotiate the appropriate step placements.

Section 12.6 Promotion Following Demotion in Lieu of Layoff

A. If an Employee is promoted back to the Employee's former pay range within one year following a demotion in lieu of layoff, the Employee shall be placed at the same step the Employee was paid at prior to the demotion in lieu of layoff.

B. If an Employee is promoted within one year to a pay range lower than that which applied to the Employee before a demotion in lieu of layoff, the Employee shall be placed at the same step in the new pay range which the Employee was paid at in the old pay range before demotion in lieu of lay off.

Section 12.7 Transfers

When an Employee is assigned to a new position in the same class or pay range for which the Employee is qualified, the Employee shall be transferred at the step the Employee was receiving, and no probationary period shall be served. The Employee's anniversary date shall remain the same as in the former position.

Section 12.8 Demotion

When an Employee is demoted, the Employee's pay step shall be that step which is determined by the Department Head and approved in advance by the City Manager.

Section 12.9 Completion of Probation

A. Upon satisfactory completion of the probationary period after initial appointment, the entrance salary of the Employee except for police officers shall be advanced one step. An Employee will not receive a probationary increase if the Employee was hired at Step B or above initially.

B. Police Officers in their initial employment with the City, shall advance one step upon the successful completion of an approved training academy, field training, and six (6) months of service with the City.

Section 12.10 Annual Step Increase

For the duration of this Agreement and except as provided elsewhere in this Article, there shall be no annual step increases received following a performance evaluation.

Section 12.11 Acting Appointments

The Employee appointed to the acting assignment in a higher classification shall receive a minimum of a one step increase in pay or be paid at the new range, Step A, whichever is higher, after serving in the acting capacity for more than ten (10) working days. The increase shall be retroactive to the first day of the acting assignment.

Section 12.12 Field Training Officer

All Police Department Officers assigned Field Training Officer (FTO) duties, shall receive a pay differential of one step for each hour so worked as an FTO.

Section 12.13 Overtime

A. All overtime work by a non-exempt Employee must have the prior written approval of the Department Head except in emergencies that preclude such prior approval. The Department Head shall review the record and certify overtime approved for payment.

B. Non-exempt Employees shall be paid at one and one-half (1.5) times their regular rate of pay for all hours actually worked in excess of forty (40) hours each work week.

C. Fire and Police Employees. Employees of the Fire and Police Department which fall under the Fair Labor Standards Act 213(b) (2) exemption shall be paid overtime according to FLSA standards. In the case of Fire Department Employees,

overtime shall be paid after 106 hours worked; in the case of Police Department Employees, overtime shall be paid after 80 hours worked.

Section 12.14 Call-Out Pay

Employees shall also receive overtime pay if their normal shift has been completed and they are "called out" to perform additional work by their supervisor or if the Employee's supervisor requires the Employee to report before Employee normal shift is scheduled to begin. This "call out pay" shall have a two (2) hour minimum. For Employees of the Fire and Police Department which have chosen the Fair Labor Standards Act 213(b)(2) exemption, those Employees shall be paid regular overtime according to FLSA standards. Call out pay shall remain as specified above.

Section 12.15 Stand-By Pay

In cases where it is found necessary to have Employees remain available for work in a stand-by status after regularly scheduled hours, on scheduled days off, or holidays, they shall receive $3.00 for each hour of stand-by.

Section 12.16 Shift Differential

A. All Employees, except Kelly Shift Employees of the Fire Department and Port Facility Employees, while assigned to a shift which begins between 12:00 p.m. and 7:00 p.m. shall be paid an additional amount which equals 3 % above their regular rate for all hours worked.

B. All Employees, except Kelly Shift Employees of the Fire Department and Port Facility Employees, while assigned to a shift which begins between 7:00 p.m. and 4:00 a.m. shall be paid an additional amount which equals 6 % above their regular rate for all hours worked.

C. Shift differential shall be paid for those regular shift hours actually worked. Hours over 40 worked in a week when an Employee works at least one shift during the week that begins between 12:00 p.m. and 4:00 a.m. shall be paid at one and one half (1.5) times the weighted average regular rate for the Employee for that week, taking into account the number of hours worked with and without shift differential.

Section 12.17 Water and Sewer Premium Pay for Working Winter Months

Employees who are in the Utility and Evacuation Truck Driver positions shall receive a premium pay equal to one (1) step for all hours worked between October 15 and March 15 of each year of this Agreement.

Section 12.18 Payroll and Pay Periods

A. Nothing in this Agreement shall prohibit retroactive pay approved by the City Council or required because of administrative oversight or error as determined by the City Manager. Personnel action implementing any change in status or pay shall be effective upon approval of the City Manager provided such changes are received by the Payroll Office at least ten (10) working days prior to the effective date.

B. The payroll period shall consist of the period from midnight Sunday to the following midnight Sunday. The standard work day shall be midnight to midnight.

C. Department Heads, or designee, shall be responsible for providing the information needed to correctly process the time cards.

ARTICLE 13
HOURS OF WORK

Section 13.1 Hours of Work and Schedules

A. Regular Hours of Work and Shifts. Regular hours of work and an Employee's schedule shall be designated by the Department Head.

B. Flex Time. Upon request and with approval of the Department Head, an Employee may work a schedule designated period (e.g. 7:00 a.m. to 6:00 p.m.) during which Employees may select an eight (8) or ten (10) hour work period, with the approval of their Department Head.

C. Kelly Shift. A rotating twenty-four (24) hour, three (3) shift cycle used by the Fire Department in providing round the clock coverage. The shift change will be at 9:00 a.m. unless the parties mutually agree to either an earlier or later change time. Any change made shall not start earlier than 8:00 a.m. or later than 10:00 a.m. If the parties agree to a change in the time, the change must remain in effect for a minimum of six (6) months. Before a change is made, thirty (30) calendar days written notice will be given to the affected Employees. The provisions of this subsection will not apply to Employees undergoing basic training.

D. Employees of the Police Department work a twelve (12) hour shift or such other shift as may be designated by the Police Chief.

E. An Employee's work schedule shall normally provide two (2) consecutive days off, unless an emergency situation arises.

F. Nothing in the Section precludes Employees from requesting different work hours or a different shift from that designated by the Employee's Department Head. The City will endeavor to work with Employees and grant their requests based on seniority and when operational requirements allow.

Section 13.2 Temporary Schedules

Temporary shifting of employees' working hours to meet routine needs may be implemented as necessary if approved by the Department Head. Changes of shifts which envision changes of thirty (30) minutes or less at starting time may be approved by the Department Head for periods less than one (1) week. Changes for more than one (1) week must provide at least one (1) week's advanced written notice to **the affected employee** unless the Employee waives such need for notice. Nothing in this paragraph precludes temporary changes in Employee working hours in an emergency situation.

Section 13.3 Lunch Period

Department Heads shall authorize either one (1) hour or one-half (1/2) hour unpaid lunch periods to meet operational staffing requirements. Such periods will normally be taken at mid-shift. Employees who are not authorized a specific unpaid lunch period under this Section will be allowed to take lunch when work permits. If the Employee works through lunch at the City's direction, the Employee shall be paid for such time.

Section 13.4 Changes of Permanent Schedules

All changes of permanent working schedules shall provide those Employees affected at least fourteen (14) calendar days notice of any such change, except in unforeseen emergency situations or when the Employees waive the need for notice or they will be paid at time and one-half (1.5) the Employee's regular rate of pay for hours worked during the notice period.

ARTICLE 14
HOLIDAYS

Section 14.1 Recognized Holidays with Pay

Except for Firefighters, the following days will be recognized as holidays with pay for all Employees in full and part time positions.

New Year's Day
Presidents Day (third Monday in February)
Memorial Day (last Monday in May)

Independence Day
Labor Day
Alaska Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Chief Eddie Hoffman's Day
Christmas Day
One (1) Floating Holiday (as provided below in Section 14.7)

Section 14.2 Holiday Falling on a Saturday or Sunday

When a recognized holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a recognized holiday falls on a Sunday, the Monday following shall be recognized as the holiday. When a full-time Employee's regularly scheduled time off falls on a recognized holiday, the Department Head shall allow, if scheduling permits, that Employee to take another day off during the week in lieu of the holiday. If the Employee is unable to take the time off Employee shall be compensated with eight (8) hours of regular pay in addition to holiday pay.

Section 14.3 Computation of Holiday Pay

A. Full-Time Employees. Full-time Employees shall receive their regular straight time rate for pay for recognized holidays.

B. Part-Time Employees. Part-time Employees shall receive pay for recognized holidays based on the average number of hours worked by the Employee during the prior four (4) weeks.

C. Holiday during Paid Time Off. A recognized holiday occurring during an Employee's PTO leave shall not be counted as a day of PTO leave.

Section 14.4 Forfeiture of Holiday Pay

Employees shall forfeit their right to payment for any holiday if they are on leave without pay on the last regular work day before such holiday or on the next regular work day following such holiday.

Section 14.5 Pay for Employees Who Work on a Holiday

Employees who are required to work because of an emergency or performance of essential public services shall be entitled to one and one-half (1.5) times the Employee's regular rate of pay in addition to their normal holiday pay.

Section 14.6 Holidays for Kelly Shift Employees

A. Kelly Shift Employees shall be compensated in the following manner. An Employee shall be paid the following pay period for those holidays preceding. Holiday pay shall be equal to the Employee's Kelly Shift straight-time rate of compensation multiplied by the number of holiday hours prior. Each full day holiday is twenty-four (24) hours; each half day holiday is twelve (12) hours; birthday and personal days are twenty-four (24) hours.

B. In the event the City declares an additional holiday other than those listed above, firefighter Employees shall be eligible for such additional holidays as described in Paragraph A above.

Section 14.7 Floating Holiday

All Employees with more than one (1) year of continuous service shall receive one (1) floating holiday at the start of the calendar year to be taken at a time approved by the Employee's immediate supervisor. All floating holidays must be taken in the calendar year accrued or forfeited.

ARTICLE 15
PAID TIME OFF

Section 15.1 Paid Time Off ("PTO")

A. Personal leave shall be used for any and all purposes for which sick and/or annual leave has heretofore been used.

B. Requests for Time Off

1. Requests for time off for other than illness and injury. Personal leave requests require the prior approval of the supervisor. Employee requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any request shall be based on the supervisor's determination of operational needs.

2. Requests for time off due to illness and injury. When an Employee needs to use personal leave for illness or injury, the Employee shall notify the supervisor not later than the start of the Employee's scheduled shift of their expected absence. When a member takes three or more consecutive work days of personal leave due to an illness or injury, the supervisor shall require the member to provide a physician's certificate stating the reason for the absence.

Section 15.2 Leave Accrual Rate

A. All Employees shall accrue leave based on their total years of service with the City except that Employees who are currently accruing more than the amount stated below shall have their accrual rates frozen for the duration of their employment with the City. Part-time Employees shall accrue half of the amount noted below based on their years of service with the City.

Years of Service	Pay Period Accrual Rate	Pay Period Accrual Rate for Kelly Shift Employee	Mandatory Usage for Employees Each Calendar Year	Mandatory Usage for Kelly Shift Employees Each Calendar Year
0-2	10 Hrs	21 Hrs	40 (second year)	56 (second year)
2-5	11	22	60 Hrs	75 Hrs
5-10	12	23	80	100
10-15	13	24.5	100	120
More than 15 Years	14	26	120	145

B. Mandatory Usage

Any unused mandatory time off at the end of each fiscal year (June 30) shall be cashed out at 50% value if the Employee has made no attempt to comply with the mandatory leave requirement by June 1 of each calendar year. If the Employee has attempted to comply with this paragraph but leave was denied by the City in writing, any unused mandatory time off will be cashed out at 100% at the end of each fiscal year (June 30).

C. No PTO shall accrue for any period during which an Employee is on leave without pay.

Section 15.3 Leave Anniversary Date

Changes in the leave accrual rate take effect on the first day of the pay period immediately following the date on which the Employee completes the prescribed period of service.

Section 15.4 Maximum Accrual

Unused PTO may accumulate up to nine hundred (900) hours (twelve hundred and fifty (1250) for Kelly Shift Employees) as of December 31. Once the cap has been reached, the Employee shall not accrue any PTO until such time as the balance of the account is below the cap amount. There shall be no cash out of any accrual over the cap.

Section 15.5 Payment of PTO upon Termination

Accrued PTO will be paid to Employees who voluntarily or involuntarily terminate after twelve (12) month's service, based on the wage rate at the date of termination.

Section 15.6 PTO Leave Cash-Out

Employees may cash out up to two hundred and forty (240) hours each fiscal year in no more than two installments. The Administrator has the authority to defer a request for up to thirty (30) days if there is a budget shortfall or cash flow problem or any other legitimate business need arises. The Employee shall be notified in writing of the reason for the deferral. Cash out of PTO does not eliminate the mandatory leave usage requirement set forth in this Article.

Section 15.7 Existing Accrued Annual and Sick Leave

A. This Section is for the sole purpose of transitioning to PTO from annual and sick leave.

B. Effective July 1, 2011, all accrued vacation and sick leave up to eight hundred (800) hours shall be transferred to the Employee's PTO account. In the event an Employee has more than eight hundred (800) hours accrued on July 1, 2011, the remaining balance shall be cashed out not later than July 31.

ARTICLE 16
OTHER TIME OFF

Section 16.1 Leave Donations

Requests for permission to donate PTO to a fellow Employee shall be approved only for serious medical problems, hardship or some truly exceptional emergency. Each Employee may donate a combined total maximum of forty (40) hours of PTO in a calendar year, with the prior approval of the City Manager.

Section 16.2 Military Leave

Employees shall be entitled to military leave in accordance with State law, including but not limited to AS 39.20.340, and Federal law, including but not limited to USERRA.

Section 16.3 Injury Leave

A. Employees injured on the job are entitled to the weekly compensation benefits provided by the Workers Compensation Act. Employees shall receive their full salary for a period of three (3) consecutive calendar days from the date of injury. Any workers' compensation payments received by the Employee for said period shall be assigned to the City. After three (3) consecutive days the injured Employee will receive the allowed salary from the Workers Compensation program. Medical payments and injury awards shall be the property of the Employee. All benefits received by an Employee while on injury leave shall continue in force while the Employee is continuously on leave or until a determination is made as to whether an Employee will be able to return to his or her normal work schedule. If an Employee returns to duty from injury leave, Employee must be absent for three (3) consecutive days to once again enter injury leave status.

B. The City shall require bi-monthly medical reports during the injury leave. In the event the physician permits the Employee to return to work in a limited status, the Employee shall be compensated as allowed by the Workers Compensation program.

C. The City's responsibilities under this Section shall terminate upon the occurrence of any of the following:

- as of the date on which the Employee is declared by a physician to be permanently disabled or on which a retirement plan commences to make disability or retirement payments to the Employee;
- as of the date on which the Employee returns to work with an unrestricted medical release or on which he or she first engaged in any occupation for wage or profit; or
- at the end of one year following the date of the original injury.

D. An Employee shall be eligible for injury leave only upon satisfaction of the following conditions:

- Employee makes a complete report of the injury to the Alaska Department of Labor through his or her Department Head;
- Employee cooperates with the City Manager, or designee, to prepare and submit all forms and information related to the Employee that the City Manager, or designee, may request;

- Employee cooperates fully with the City's workers compensation insurance carrier so long as the Employee's worker's compensation claim has not been contested; and
- Employee does not use PTO leave at any time.

E. In the event that an Employee is unable to return to work, the Employee may be eligible for benefits provided for in the City's long term disability program or the Workers Compensation Long Term Disability program. While participating in such program, the Employee shall not accrue sick and/or annual leave benefits. The Employee may, however, participate in the City's group insurance programs provided he or she meets the responsibilities under the COBRA Act and the City's insurance program.

Section 16.4 Court Leave

A. Employees called for jury duty shall be treated as being on approved leave without loss of longevity, leave or pay. Service in court when subpoenaed as a witness shall be treated the same as jury duty. Fees paid by the court, other than those for an Employee's appearance at any time outside the Employee's regularly scheduled shift, for travel, parking and subsistence allowances, shall be remitted to the City.

B. An Employee shall provide his or her Department Head with a copy of a notice to call for jury duty immediately upon receipt by the Employee. When excused or released from jury duty for the day, the Employee shall return to work immediately, allowing for delay for the period of time reasonably necessary to travel to and from home to change into work clothing.

Section 16.5 Leave Without Pay

A. An Employee may receive up to three (3) months leave without pay if the City Manager approves it after consultation with the affected Department Head. Such leave shall only be granted after an Employee has exhausted all paid time off. The granting of such leave is within the sole discretion of the City Manager. It shall not be granted if the Employee's absence will hamper provision of City services or operations.

B. An Employee shall request leave without pay provided for in this section in writing at least three (3) months before the Employee's leave would commence. The request should be made to the City Manager, with a copy to the Employee's Department Head. The time frame for requesting leave without pay under this section may be waived by the City Manager, in his or her sole discretion.

C. Upon expiration of the approved leave, the Employee shall be reinstated to the same position the Employee previously filled.

D. There shall be no PTO accrual while on Leave without Pay under this Section.

Section 16.6 Family and/or Medical Leave of Absence

The City shall comply with the federal Family and Medical Leave Act and the State of Alaska Family Leave Act.

Section 16.7 Emergency Leave

The City Manager may approve, upon the recommendation of the Department Head, paid emergency leave not to exceed forty (40) hours a calendar year that will not be charged to the Employee's PTO account.

Section 16.8 Funeral Leave

Each full-time Employee shall be eligible for one (1) working day of leave for each funeral of a member of the Employee's immediate family attended. Such leave shall not be deducted from the Employee's PTO account.

Section 16.9 Definition of "Immediate Family"

For purposes of this Article and Article 15, except for leave taken under Section 16.6, immediate family includes the Employee's spouse, domestic partner, children, stepchildren, mother, father, stepmother, stepfather, mother-in law, father-in-law, grandchildren, grandparents, brothers, and sisters.

ARTICLE 17
WORK RULES

Section 17.1 Work Rules

The City shall have the right to establish and notify Employees of workplace policies, procedures, and/or rules regarding any matter, and to require Employees to abide by such policies, procedures, and/or rules so long as such policies, procedures and/or rules are not inconsistent with any express provision of this Agreement. An arbitrator shall have no authority to interpret, apply, add to, detract from, alter, amend, or modify such policies, procedures, and/or rules.

Section 17.2 Protection of Rights

An Employee shall not be required, in the performance of his or her duties, to violate any federal, state or local law. In performing his or her duties, an Employee shall

comply with all applicable federal, state and local laws. Each Employee is required to act with due care and regard for Employee's own safety and that of fellow employees and to respect the person and property of other employees and persons. The City agrees that it will not deduct the cost of lost, missing, stolen or damaged property belonging to the City from an Employee's pay.

Section 17.3 Employee Indemnification

The City shall indemnify Employees as required by law.

Section 17.4 Employee Identification Badges

All Employees shall be issued and shall wear visibly at all times during working hours Employee identification badges which shall include the Employee's name, Department, and picture. The badges shall be provided to the Employees at the expense of the City, except as provided below, and shall be issued by the City Manager, or designee. Damaged or destroyed badges shall be replaced at no cost to Employees. The City will replace up to two (2) badges, lost/misplaced due to Employee negligence, per year. The cost of replacing a badge is set at $5.00.

Section 17.5 No Polygraph or Lie Detector

The City agrees that it will not require, request, suggest, or cause any Employees, or applicants for employment, to submit to examination by a polygraph or other kind of lie detector as defined by 29 U.S.C. 2001. No examination by polygraph or other lie detector shall be used in any personnel decisions including discipline, discharge, or promotion. This paragraph is not intended to prohibit legitimate polygraph use in criminal proceeding or for law enforcement pre-employment screening processes.

Section 17.6 Outside Employment

A. No Employee shall be employed by or engage in work for an employer other than the City, including but not limited to self-employment, during the Employee's work hours.

B. An Employee shall notify the City Manager in writing of the Employee's intent to do business with the City at the time of the Employee's application or proposal to the City. The City Manager may recommend for or against the application, but in no case shall the City Manager authorize an Employee to do business with the City if doing so would constitute a conflict of interest.

Section 17.7 Unlawful Acts Prohibited

A. No Employee shall willfully or corruptly make any false statement, certificate, mark, rating or report in regard to any test, certification, or appointment held or made, or in any manner commit or attempt to commit any fraud with respect to reports, paperwork, or other duties that are required of the Employee under this Agreement, City rules, policies or procedures, or federal, state, or local laws.

B. No person seeking appointment to, or promotion in, the city service shall either directly or indirectly give, promise, render or pay any money, service or other valuable thing to any person for, or on account of, or in connection with his or her test, appointment, proposed appointment, promotion or proposed promotion.

C. No Employee of the City, examiner or other person shall defeat, deceive or obstruct any person in his or her right to examinations, eligibility certification or appointment under these rules, or furnish to any person any special or secret information for the purpose of affecting the rights or prospects of any person with respect to employment in the city service.

D. Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, discipline or any other aspects of personnel administration because of political or religious opinions or affiliations or because of race, color, creed, sex, religion, national origin or ancestry, age and disability except where physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration, is prohibited.

Section 17.8 Gifts and Gratuities

It is the responsibility of each city Employee to remain free from indebtedness or favors which could tend to create a conflict of interest on the part of such Employee. If an Employee is tendered or offered a gift or gratuity under circumstances which could reasonably be construed to create the appearance of a conflict of interest, the Employee shall immediately report such offer to the Employee's supervisor who shall in turn inform the Department Head and the City Manager. Any Employee who knowingly accepts any gift or gratuity without the prior approval of the City Manager in violation of this section may be subject to discipline.

Section 17.9 Employment of Relatives

A. No person may be employed in a position in any department who is a relative of the Department Head, or the head of a division of the department. No person may be employed in a position supervised by a relative. No person may be employed in a position in any department who is a relative of another Employee in the department, without the written, advance approval of the Department Head and the City Manager.

B. The City Manager may, at any time, re-evaluate the effect of having relatives working in the same Department on the performance of either relative and the operation of the department involved. This re-evaluation may result in the transfer or termination of one of the affected parties.

Section 17.10 Political Activity

An Employee, who is elected as a member of the Bethel City Council or to a state or national elected political office, shall immediately resign from City employment. In this section, "elected" means the status of a candidate upon certification of a local election or at the time the candidate is sworn into a state or national office following an election.

Section 17.11 Grant Programs

When an Employee's appointment to a job class is made pursuant to a grant program and the appointment and job class are covered by this Agreement, the provisions of this Agreement shall apply unless the provisions of the grant, or the law that applies to the grant, conflict. If a conflict exists, the grant or law shall apply.

Section 17.12 Relationship Between Agreement and Chapter 3 of Bethel Municipal Code

With respect to positions included in the bargaining unit, if there is a conflict between the provisions of this Agreement and Chapter 3 of the Bethel Municipal Code, entitled "City of Bethel Personnel Rules and Regulations," the provisions of this Agreement apply.

ARTICLE 18
SAFETY

Section 18.1 Safety Rules

A. Safety rules, policies and procedures of the City, which the City may modify from time to time, are incorporated by reference and made part of this Agreement. All Employees must at all times comply with such safety rules, policies and procedures. Any Employee who is injured on the job must make an immediate report to the Employee's supervisor, no matter how slight the injury. Failure of an Employee to follow safety rules, including the immediate reporting of injuries, may result in discipline up to and including dismissal.

B. The City and Union are mutually committed to the reasonable efforts to maintain safe and healthful working conditions for all Employees. It shall not be a violation of this Agreement or grounds for discipline or dismissal if an Employee, in good faith, refuses to work in/on what the Employee reasonably believes to be unsafe conditions for his or her job which would subject the Employee to serious injury or death. Whenever possible, an Employee must first seek from the City a correction of the dangerous condition.

Section 18.2 Drug Testing

The City and Union agree that any drug and/or alcohol testing policy or procedure adopted by the City Council or required by law shall be applicable to the Employees covered by this Agreement. Failure of an Employee to comply with such policy or procedure shall be grounds for discipline up to and including dismissal.

Section 18.3 Safety Devices and Uniforms

The City shall provide all devices, apparel or equipment necessary for an Employee's safety in accordance with applicable laws. Additionally, the City shall provide special tools, equipment, clothing and uniforms it deems necessary to accomplish work assignments. All items provided to Employees in accordance with this section are property of the City and shall be returned in good working order upon separation from City service.

ARTICLE 19
BENEFITS

Section 19.1 Health Insurance

A. The City will provide full-time Employees and their dependents with group medical, dental, vision, life and long term disability insurance benefits. Full-time Employees are those Employees who are normally scheduled to work thirty (30) or more hours a week.

B. Seasonal Employees and part-time Employees shall not be eligible for health, dental, long term disability and life insurance benefits.

Section 19.2 Utility Benefit

A. Full-time and part-time Employees shall receive water, sewer, and garbage services from the City for a fee $115.00 per month. Seasonal Employees and Employees who reside in multi-family dwellings with a shared water tank shall not be eligible for this benefit. When the Employee no longer works for the City, the Employee shall not receive the benefits provided for in this Section.

B. Water and sewer services shall be provided on the established delivery schedule, up to a maximum of three a week, with the option of one extra call per year. The maximum amount of water that shall be provided is 2000 gallons per week.

C. All Employees must complete an application to receive the utility benefits which includes the proper approvals to receive utility benefits.

D. Any Employee who fails to notify the Utility Service Department to disconnect services within one week after they change residences may be denied the utility benefit in the future.

E. Employees are not required to pay the established deposit for utility services

Section 19.3 Deferred Compensation

The City shall continue the deferred compensation program to be funded entirely by Employee contributions.

Section 19.4 Retirement

All regular Employees shall be eligible to participate in the Alaska Public Employees Retirement System (PERS).

ARTICLE 20
STRIKE/LOCKOUT/WORK STOPPAGE/ PICKET LINE

Section 20.1 Strike/Lockout

The parties agree that there shall be no strikes, work stoppages, or lockouts during the life of this Agreement.

Section 20.2 Picket Lines

The parties agree that it shall be a violation of this Agreement and it shall be cause for disciplinary action in the event an Employee refuses to go through or work behind any picket line. The City specifically retains all of its rights under AS 23.40.200.

ARTICLE 21
TUITION ASSISTANCE

A. If an Employee wants to seek tuition assistance, the Employee shall submit a written request to the Department Head, or designee, for recommendation, subject to approval by the City Manager. A decision to grant tuition assistance is at the sole discretion of the City Manager and is subject to available funds. The Employee's written request must include at a minimum a course syllabus, cost estimate for the class as well as an explanation demonstrating the benefits of the class to the Employee and for the City. The request must identify the vocational school, accredited college or university.

B. If approved, tuition assistance will only be paid if the Employee achieves a passing grade for a pass/fail system, or a "C" grade or better for classes on a letter grading system, or other appropriate proficiency levels applicable to the course(s) taken. An Employee must submit a written copy of the final grade to the City Manager, or designee, in order to be reimbursed.

C. The City may reimburse an Employee up to $3,000.00 a year under this Article.

ARTICLE 22
GENERAL PROVISIONS

Section 22.1 Duration

A. This Agreement shall become effective July 1, 2011, and shall continue in full force and effect through midnight, June 30, 2014. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party not later than January 1st of any succeeding year.

B. Notwithstanding the above, the parties shall enter into negotiations to consider whether the City will provide the State of Alaska Supplemental Benefits System (SBS) annuity program to full time, non-seasonal Employees if and when the federal government enacts legislation requiring all United States employers to participate in the Social Security Program and such legislation allows employers who previously opted out of Social Security to consider adoption of an annuity program such as SBS. Nothing in this paragraph or Agreement requires the City to agree to provide the SBS annuity program to full time, non-seasonal Employees.

Section 22.2 Separability

A. Violations. If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

B. Replacement. If a determination or decision is made pursuant to Section A of this article that part of this Agreement is found to be in violation of law, the parties to this Agreement shall convene for the purpose of negotiating a satisfactory substitute for the invalidated article, section or portion thereof.

C. Printing of the Agreement. The parties agree that a Union representative and a person appointed by the Employer will meet and mutually agree on the format, size, and specifications of the Agreement to be printed. The Union shall print or be responsible for the printing of the Agreement. The parties will designate the number of copies of the Agreement each desires and each party will be responsible for the cost involved in printing that number of copies.

Section 22.3 Waiver of Bargaining Rights and Amendments to Agreement

During the negotiations resulting in this Agreement, the City and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Alaska Public Employment Relations Act imposes an obligation to bargain. This Agreement contains the entire understanding, undertaking, and agreement of the City and the Union, after exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its term.

Section 22.4 Changes to Agreement

This Agreement may be amended with the mutual consent of the parties. Changes in this Agreement, whether by addition, deletion, amended or modification, must be reduced to writing and extended by both the City and Union in the form of a Letter of Agreement.

For the City of Bethel

Lee Foley, Bethel City Manager

George S. Young, Fire Chief

Charles A. Willert, Public Works

Larry Elarton, Police Chief

Bobby G. Sutton, Finance

Kimberly K. Geariety, Chief Negotiator

For the City of Bethel Employees Association, Local 6055 APEA/ AFT

Bruce Ludwig, Business Manager

Andre Achee, COBEA President/Negotiator

William Howell, Vice President/Negotiator

John Sargent, Member/Negotiator

Larry Epperly, Member/Negotiator

Jeff Lee, Member/Negotiator

Jean Trainor, APEA/AFT

Pete Ford, APEA/AFT

APPENDIX A
CLASSIFICATION PLAN FOR POSITIONS IN THE BARGAINING UNIT

Range	Position
9	Police Lieutenant Fire Captain
8	Police Sergeant Water and Sewer Project Manager
7	Investigator Corporal Safety Coordinator Grant Manager Engineer Fire Department
6	Firefighter/EMT Police Officer Foreperson-Vehicle and equipment maintenance Foreperson-Property Maintenance Foreperson-Streets and Roads Foreperson-Utility Maintenance Public Safety Dispatcher Supervisor Technology Coordinator IT Technician Accounting Specialist II
5	Animal Control Officer Community Service Officer Administrative Assistant – Police Department Water Treatment Facilities Coordinator Public Safety Dispatcher Heavy Equipment Mechanic Mechanic II/Oiler Accounting Specialist I Purchasing Agent Payroll Clerk
4	Evidence Custodian/Administrative Technician Grader operator Mechanic I/Oiler Accounting Clerk Waterplant Operator

	Utility Maintenance Worker Evacuation truck Driver Utility Truck Driver Landfill Manager Solid Waste Coordinator Building Maintenance Worker Road Maintenance Worker Road Maintenance Operator/Driver Office Coordinator – Utilities Administrative Assistant – Public Works
3	Landfill Technician Program Specialist- Youth Center Recreation Specialist – Youth Center
2	Program Aide/Park Maintenance Worker – Youth Center Recreation Aide/Park Maintenance Worker – Youth Center
1	Program Aide Assistant

Appendix B
CITY OF BETHEL WAGE SCALE FOR JULY 1, 2011 THROUGH JUNE 30, 2012

STEP	A		B		C		D		E		F		G	
RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	54,441	26.17	57,155	27.48	60,013	28.85	63,014	30.30	66,164	31.81	69,473	33.40	72,946	35.07
8	50,398	24.23	52,918	25.44	55,564	26.71	58,342	28.05	61,260	29.45	64,323	30.92	67,539	32.47
7	46,674	22.44	49,009	23.56	51,459	24.74	54,032	25.98	56,734	27.28	59,571	28.64	62,549	30.07
6	43,217	20.78	45,384	21.82	47,653	22.91	50,035	24.06	52,537	25.26	55,164	26.52	57,922	27.85
5	40,016	19.24	42,020	20.20	44,121	21.21	46,327	22.27	48,644	23.39	51,076	24.56	53,630	25.78
4	37,052	17.81	38,897	18.70	40,842	19.64	42,884	20.62	45,028	21.65	47,280	22.73	49,644	23.87
3	34,307	16.49	36,014	17.31	37,815	18.18	39,706	19.09	41,691	20.04	43,775	21.05	45,964	22.10
2	31,766	15.27	33,350	16.03	35,017	16.84	36,768	17.68	38,606	18.56	40,537	19.49	42,564	20.46
1	29,413	14.14	30,882	14.85	32,426	15.59	34,047	16.37	35,749	17.19	37,537	18.05	39,414	18.95

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STEP	H		I		J		K		L		M		N	
RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	2 Years	Hourly	2 Years	Hourly
9	76,593	36.82	80,423	38.67	84,455	40.60	88,678	42.63	93,112	44.77	97,768	47.00	102,656	49.35
8	70,916	34.09	74,461	35.80	78,187	37.59	82,097	39.47	86,201	41.44	90,511	43.52	95,037	45.69
7	65,676	31.57	68,961	33.15	72,400	34.81	76,020	36.55	79,821	38.38	83,812	40.29	88,002	42.31
6	60,818	29.24	63,859	30.70	67,049	32.24	70,401	33.85	73,921	35.54	77,617	37.32	81,498	39.18
5	56,312	27.07	59,127	28.43	62,091	29.85	65,196	31.34	68,455	32.91	71,878	34.56	75,472	36.28
4	52,126	25.06	54,732	26.31	57,461	27.63	60,334	29.01	63,351	30.46	66,518	31.98	69,844	33.58
3	48,262	23.21	50,676	24.36	53,202	25.58	55,862	26.86	58,655	28.20	61,588	29.61	64,668	31.09
2	44,692	21.49	46,926	22.56	49,271	23.69	51,735	24.87	54,321	26.12	57,037	27.42	59,889	28.79
1	41,385	19.85	43,454	20.89	45,624	21.93	47,905	23.03	50,300	24.18	52,815	25.39	55,456	26.66

Appendix C
CITY OF BETHEL WAGE SCALE FOR JULY 1, 2012 THROUGH JUNE 30, 2013

STEP	A		B		C		D		E		F		G	
RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	55,802	26.82	58,584	28.17	61,513	29.57	64,589	31.05	67,818	32.61	71,209	34.24	74,770	35.95
8	51,658	24.84	54,241	26.08	56,953	27.38	59,801	28.75	62,791	30.19	65,931	31.70	69,227	33.28
7	47,841	23.00	50,234	24.15	52,746	25.36	55,383	26.63	58,152	27.96	61,060	29.36	64,113	30.82
6	44,297	21.30	46,518	22.36	48,844	23.48	51,286	24.66	53,851	25.89	56,543	27.18	59,370	28.54
5	41,016	19.72	43,071	20.71	45,224	21.74	47,485	22.83	49,860	23.97	52,353	25.17	54,970	26.43
4	37,978	18.26	39,869	19.17	41,863	20.13	43,956	21.13	46,154	22.19	48,462	23.30	50,885	24.46
3	35,165	16.90	36,915	17.75	38,760	18.63	40,698	19.57	42,733	20.54	44,870	21.57	47,113	22.65
2	32,560	15.65	34,183	16.43	35,893	17.26	37,687	18.12	39,572	19.02	41,550	19.98	43,628	20.97
1	30,148	14.49	31,654	15.22	33,236	15.98	34,898	16.78	36,643	17.62	38,475	18.50	40,399	19.42

con't...

STEP	H		I		J		K		L		M		N	
RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	2 Years	Hourly	2 Years	Hourly
9	78509	37.75	82,434	39.64	86,567	41.62	90,895	43.70	95,440	45.88	100,212	48.18	105,222	50.59
8	72,688	34.94	76,323	36.70	80,142	38.53	84,149	40.46	88,356	42.48	92,774	44.60	97,413	46.83
7	67,319	32.36	70,685	33.98	74,210	35.68	77,920	37.46	81,816	39.33	85,907	41.30	90,202	43.37
6	62,339	29.97	65,455	31.47	68,725	33.04	72,161	34.69	75,769	36.43	79,558	38.25	83,536	40.16
5	57,719	27.75	60,605	29.14	63,643	30.60	66,826	32.13	70,167	33.73	73,675	35.42	77,359	37.19
4	53,429	25.68	56,100	26.97	58,898	28.32	61,842	29.73	64,935	31.22	68,181	32.78	71,590	34.42
3	49,469	23.78	51,943	24.97	54,532	26.22	57,259	27.53	60,122	28.90	63,128	30.35	66,284	31.87
2	45,809	22.02	48,099	23.12	50,503	24.28	53,028	25.49	55,679	26.77	58,463	28.11	61,386	29.51
1	42,419	20.39	44,540	21.41	46,764	22.48	49,103	23.61	51,558	24.79	54,136	26.03	56,842	27.33

Appendix D
CITY OF BETHEL WAGE SCALE FOR JULY 1, 2013 THROUGH JUNE 30, 2014

STEP	A		B		C		D		E		F		G	
RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
9	57,197	27.49	60,049	28.87	63,051	30.31	66,204	31.83	69,514	33.42	72,990	35.09	76,639	36.85
8	52,949	25.46	55,597	26.73	58,377	28.07	61,296	29.47	64,361	30.94	67,579	32.49	70,958	34.11
7	49,037	23.58	51,490	24.75	54,065	25.99	56,768	27.29	59,606	28.66	62,586	30.09	65,716	31.59
6	45,405	21.83	47,681	22.92	50,065	24.07	52,568	25.27	55,197	26.54	57,957	27.86	60,854	29.26
5	42,042	20.21	44,147	21.22	46,355	22.29	48,673	23.40	51,106	24.57	53,661	25.80	56,345	27.09
4	38,928	18.71	40,866	19.65	42,910	20.63	45,055	21.66	47,308	22.74	49,673	23.88	52,157	25.08
3	36,044	17.32	37,837	18.19	39,729	19.10	41,716	20.06	43,801	21.06	45,992	22.11	48,291	23.22
2	33,374	16.04	35,038	16.85	36,790	17.69	38,629	18.57	40,561	19.50	42,589	20.48	44,718	21.50
1	30,902	14.86	32,445	15.60	34,067	16.38	35,771	17.20	37,559	18.06	39,437	18.96	41,409	19.91

con't...

STEP	H		I		J		K		L		M		N	
RANGE	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	2 Years	Hourly	2 Years	Hourly
9	80,471	38.7	84,494	40.63	88,731	42.66	93,167	44.79	97,826	47.03	102,717	49.38	107,853	51.85
8	74,506	35.82	78,231	37.61	82,145	39.49	86,253	41.47	90,565	43.54	95,094	45.72	99,848	48.00
7	69,002	33.17	72,452	34.83	76,065	36.57	79,868	38.40	83,861	40.32	88,055	42.33	92,457	44.45
6	63,897	30.72	67,092	32.25	70,443	33.87	73,965	35.56	77,664	37.34	81,547	39.21	85,624	41.17
5	59,162	28.44	62,120	29.87	65,234	31.36	68,496	32.93	71,921	34.58	75,517	36.31	79,293	38.12
4	54,765	26.33	57,503	27.64	60,370	29.02	63,389	30.48	66,558	32.00	69,886	33.60	73,380	35.28
3	50,706	24.38	53,241	25.59	55,896	26.87	58,690	28.22	61,625	29.63	64,706	31.11	67,941	32.66
2	46,954	22.58	49,302	23.70	51,765	24.89	54,354	26.13	57,071	27.44	59,925	28.81	62,921	30.25
1	43,479	20.91	45,654	21.95	47,933	23.04	50,330	24.20	52,847	25.41	55,489	26.68	58,263	28.01

Additional Information