



City of Bethel

P.O. BOX 1388

Bethel, Alaska 99559

Phone: 907- 543-2047

Fax: 907-543-3781

Regular City Council Meeting

March 11, 2014

6:30 P.M.

Council Chambers; Bethel, Alaska



**City Council Meeting Agenda
 Regularly Scheduled Meeting
 March 11, 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
labertson@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

Agenda posted on March 5, 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 25, 2014**)

- 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** *2-25-2014 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) **P27** Public Hearing Of Budget Ordinance 13-12 (d): Amending The FY 2014 Budget Courthouse Carpeting (City Manager Foley)
 - b) **P31** Public Hearing Of Budget Ordinance 13-12 (e): Amending The FY 2014 Budget Port East Timber Wall Design Cost Increase (City Manager Foley)
- IX. NEW BUSINESS**
 - a) **P43** *Introduction Of Ordinance 14-08: Amending Bethel Municipal Code 13.04 Water And Sewer Services (Council Member Sigmon)
 - b) **P67** *Resolution 14-05: Providing Comment Opposing The Suggested Changes To The Bethel Yard Dock As Provided In The Application For Permit Submitted To The US Army Corps Of Engineers January, 31 2014 (City Manager Foley)
 - c) **P77** AM 14-23: Approving The Donation Of 20,000 Alaska Airlines Miles To Teens Acting Against Violence For Their 2014, Outward Bound Trip to Maine (Council Member Pike)
 - d) **P81** AM 14-24: Direction The City Administration To Provided Notice To The Family Of Balassa Nicholai That the Home Contained On Lot 1-A Block 16, USS 3230 A&B Must Be Demolished Or Relocated By July 1, 2014 To Comply With The Terms Of The Warranty Deed With Reverter Between The City Of Bethel And The Association Of Village Council Presidents Dated May 6, 1981 (Council Member Whitney)
 - e) **P93** AM 14-25: Directing The City Manager To Submit Any And All City of Bethel Business Related Emails As Requested By the City's Third Party Attorney Working On The Internal Investigation (Vice-Mayor Robb)



**City Council Meeting Agenda
Regularly Scheduled Meeting
March 11, 2014-6:30 pm
City Hall 300 State Highway, Bethel, AK
City of Bethel Council Chambers**

- f) **P97** AM 14-26:Directing Administration To Enter Into A Special Agreement With the US Army Corps Of Engineers For The City Dock East Timber Reconstruction Design (City Manager Foley)
- g) **P109** Contract Negotiation Between The City Of Bethel And Lori Strickler For City Clerk Employment Services (Mayor Klejka)
- h) Update From City Attorney On Pending Investigation Regarding City Contracts; Agreements With Bobby Sutton; Agreements/Leases For Use Of The City Airport Sandpit; Leave Use By Salaried Employees; Inappropriate Intimidation Of Employees By Supervisors (Council Member Albertson)
- i) **P117** White Papers On The Short Road Around H-Marker Lake- Project Brief (City Manager Foley)

X. MAYOR'S REPORT

XI. MANAGER'S REPORT

XII. CLERK'S REPORT

XIII. COUNCIL MEMBER COMMENTS

XIV. EXECUTIVE SESSION

- a) **P163** Executive Session To Discuss The Annual Evaluation Of The City Clerk 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 (Mayor Klejka)

xv. ADJOURNMENT

Agenda posted on March 5, 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 25, 2014**)

Bethel City Council

Approval of the Minutes

I. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on February 25, 2014 at 6:30pm, in the council chambers, Bethel, Alaska.

In the Absence of the Mayor and Vice-Mayor, City Clerk Lori Strickler called the meeting to order at 6:30 pm.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

Council Member Mark Springer, Council Member Eric Whitney, Council Member Sharon Sigmon, Council Member Leif Albertson, Council Member Heather Pike

Members Absent were:

Council Member Joseph Klejka, Council Member Rick Robb

Also in attendance were the following:

City Clerk Lori Strickler, City Manager Lee Foley, City Attorney Patty Burley

In the absence of the Mayor and Vice-Mayor, the Council shall elect a Mayor Pro Tem.

Main Motion: To elect as Mark Springer Mayor Pro Tem

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

IV. PEOPLE TO BE HEARD

Beverly Hoffman – Supported the changes suggested under Ordinance 14-07, Employment of Relatives.

As a Kuimarvik Representative, requested the Council consider appointing a member to the Kuimarvik Partnership.
Excited about the Rasmuson Foundation request for funding for furniture and fixtures.
Is organizing a tour of the pool facility on Thursdays at 10:00am.

V. APPROVAL OF THE CONSENT AND REGULAR AGENDA

Main Motion: To approve the Consent and Regular Agenda.

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

VI. APPROVAL OF THE MEETING MINUTES

Item A- 2-10-2014 Special City Council Meeting.
Passed on the consent agenda.

Item B- 2-10-2014 Special City Council Meeting
Passed on the consent agenda.

Item C- 2-11-2014 Regular City Council Meeting.
Passed on the consent agenda.

VII. REPORTS OF STANDING COMMITTEES

Item A- Port Commission –
Port Director, Pete Williams-
A meeting was not held due to a lack of a quorum.
The last portion of the ramps should be done by Friday, clean up will follow.

Item B- Planning Commission –
Commission Representative Heather Pike –
A meeting was not held due to a lack of a quorum.

Item C- Public Safety and Transportation Commission-
Commission Representative, Sharon Sigmon- A meeting has not been held due to a lack of a quorum.

Item D-Energy Committee –
No one available to provide a report.

Item E-Public Works Committee-
No one available to provide a report.

Item F- Finance Committee-
Finance Director, Hansel Mathlaw –
PILT update from the Finance Director.
Senior ID Cards and their two year expiration.

Item G-Parks and Receptions Committee-
Council Representative, Eric Whitney-
A meeting has not been held since the last City Council Meeting.

VIII. UNFINISHED BUSINESS

Item A – Public Hearing Of Ordinance 14-07: Repealing And Replacing Bethel Municipal Code Section 3.64.050 Employment Of Relatives.

Mayor Pro Tem Springer opened the public hearing.

No one wished to be heard.

Mayor Pro Tem Springer closed the public hearing.

Main Motion: A motion to adopt Ordinance 14-07.

Moved by:	Whitney
Seconded by:	Pike
Action:	Motion failed by a vote of 1-4
In favor:	Pike
Opposed:	Springer, Whitney, Sigmon and Albertson

Council Member Pike declared a conflict of interest on this issue.

Because of the definition of relative within the Code, the chair determined,

Council Member Pike does not have a conflict of interest.

Item B- 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.

Mayor Pro Tem Springer opened the public hearing.

No one wished to be heard.

Mayor Pro Tem Springer closed the public hearing.

Main Motion: Motion to adopt budget ordinance 13-12 (c).

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

Subsidiary

Motion: Suspend the rules to hear from the Port Director.

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

IX. NEW BUSINESS

Item A- Introduction Budget Ordinance 13-12 (d): Amending The FY 2014 Budget Courthouse Carpeting.
Passed on the consent agenda.

Item B- Introduction Of Budget Ordinance 13-12 (e): Amending The FY 2014 Budget Port East Timber Wall Design Cost Increase.
Passed on the consent agenda.

Item C- Resolution 14-04: Prepare and Submit Tier 2 Funding Request To Rasmuson Foundation For Aquatic Center Furniture, Fixtures, And Equipment.
Passed on the consent agenda.

Item D- AM 14-20: Determining The Process Of Employment Contract Negotiation Between The City Of Bethel And Lori Strickler

Main Motion: Motion to approve AM 14-20.

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

Primary Amendment #1: To insert option two, to directing the City Attorney to draft an amended contract.

Moved by: Whitney
Seconded by: Pike

Action:	Motion failed by a vote of 1-4
In favor:	Whitney
Opposed:	Springer, Sigmon, Albertson and Pike

Primary Amendment #1: To insert option four, direct the City Clerk to draft a contract to present to the Council for their consideration.

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

Item E- 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.

Council Member Sigmon declared a conflict of interest due to her employment as an Attorney for the Yukon Kuskokwim Health Corporation. Mayor Pro Tem ruled, Council Member Sigmon does not have a conflict of interest.

Main Motion: Adopt AM 14-21.

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

Item F- AM 14-22: Approving The Mayor's Appointment Of Greg Roczicka To The Port Commission.
Passed on the consent agenda.

Item G- Personal Leave Request For City Manager February 14, 2014.
Passed on the consent agenda.

XII. MAYOR'S REPORT

XIII. MANAGERS REPORT

XIV. CITY CLERK'S REPORT

XV. COUNCIL MEMBER COMMENTS

Council Member Springer-

Provided condolences to Council Member Robb and his family, for the loss of his father.

There is already a lot of dust in the community. The best dust control tool is your rearview mirror.

Council Member Sigmon-

Thanked the Council and the citizens of this community. Everyone is working very hard to make sure this community is viable, and an enjoyable place to live.

Council Member Pike-

Are there any treatment programs within the YK Delta the address heroin addiction? Heroin addiction has a long recovery and there are people in the region that are facing this very difficult issue.

Being a city employee does not prohibit anyone from speaking with the City Council.

A copy of the Chief of Police's resignation letter was provided to the Council and the information within, implied the Council directed the City Manager to terminate the Chief of Police which was not the case.

Apologized to the Chief of Police for the situation.

Please watch out for the kids, and put reflective tape.

Council Member Albertson-

Slow down, it is dangerous out there especially with the icy conditions.

Reiterated the statements made by Council Member Pike regarding the resignation letter from the Chief of Police, Larry Elarton.

Encouraged members of the public to contact the Council if there are any concerns they may have.

Council Member Whitney-

Drove to Aniak on the ice road, it was a nice ride. There were signs along the way that requested people to respect the private property. Not all of the land in the region is public.

XVI. EXECUTIVE SESSION

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

Move into Executive Session to discuss: Alaska Statutes 44.62.310 (c) (1): Matters, The Immediate Knowledge Of Which Would Clearly Have An Adverse Effect Upon The Finances Of The Public Entity-City Of Bethel, Collective Bargaining Agreement And Discussion Of Negotiation Actions. Those included in the executive session will be City Manager Foley and City Attorney Burley.

Main Motion:

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

Went back on the record at 9:17p.

XVII. ADJOURNMENT

Main Motion: Adjourn.

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

The City Council adjourned at 9:21p.

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

Reports of Standing Committees



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

City of Bethel, Alaska

Public Works Committee Minutes

February 19, 2014

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER

A regular meeting of the Public Works Committee Meeting was held on February 19, 2014 in the City Shop Conference Room, Bethel, Alaska. Committee Member Chair, Frank Neitz, called the meeting to order at 6:35 p.m.

II. ROLL CALL

Present:

Excused absence(s): None

Unexcused absence(s): Joseph Klejka

Also in attendance were the following:

Bill Arnold, Interim Public Works Director

Cheryl Roberts, Recorder of Minutes

III. PEOPLE TO BE HEARD

Mike with ProDev - We filled the pool & did a 6 day text, had a few drips, which was better than the last go around. We have now drained the pool, put a subfloor, & the decking in so we can work the rafters, painted, put up sound panels, lights. We are wicking in the wading pool now, which will also be a dance floor. Block work is 99% done, they will be back at the end of the week to finish the locker rooms & the south & west walls. The mechanical boys will be done in the mezzanine; the electrical boys will be doing their tie-ins in the electrical room, All the master panels, switches & stuff. I've got a meeting with BUC/AVEC tomorrow to talk about the wind turbine interconnect & what the environment will be. We are 38 feet in the ground, but we are 2 feet thawed out; we pulled up all the skirting to allow more air through there. We're about 75% done lifting the building up & replacing the pressure blocks, this should be done by the end of next week. Every Thursday, until the pool is filled, we will have a tour & Bev Hoffman will be doing that. The Turbine is a little behind schedule with the engineering, but hopefully we will have a turbine here in the real near future. Schedule looks good, budget looks good, no one's been injured.

IV. APPROVAL OF AGENDA

Motion to approve the agenda of the regular meeting of January 15, 2014

MOVED BY:	Scott Guinn	To approve the agenda of the regular meeting of January 15, 2014.
SECONDED BY:	Delbert Egoak	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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V. APPROVAL OF MINUTES

Motion to approve the minutes of the regular meeting of January 15, 2014

MOVED BY:	Delbert Egoak	To approve the minutes of the regular meeting of January 15, 2014.
SECONDED BY:	Scott Guinn	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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VI. SPECIAL ORDER OF BUSINESS

A. Annual Election of Chair for the Public Works Committee

MOVED BY:	Scott Guinn	To nominate Frank Neitz as the Chair for the Public Works Committee.
SECONDED BY:	Jennifer Dobson	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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B. Annual Election of Vice-Chair for the Public Works Committee

MOVED BY:	Jennifer Dobson	Annual nominate Scott Guinn as the Vice-Chair for the Public Works Committee.
SECONDED BY:	Donna Lindsey	

VOTE ON MOTION	Motion carried by unanimous voice vote.
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VII. UNFINISHED BUSINESS

Item A - Water & Sewer Master Plan

Item B - Institutional Corridor - Feasibility Study & Funding - To decide what to do use the \$7 million on & how far it should go

Item C - Funding source for Sewer Lagoon & the Dredge

Item D - Establishing a plan of action for a traffic plan for the new Swansons Store

VIII. NEW BUSINESS

Item A - Using Waste Heat for the Pool Project & other City Buildings that are close to the Power Plant

Item B - Donut Hole options for a shorter route to Tundra Ridge

IX. DIRECTOR'S REPORT

Our Hauled Water & Sewer Dept. is needing CDL Drivers; we've been borrowing city workers from other departments to help out.

X. MEMBER COMMENTS

Delbert - My only comment is, I don't know if this would go under New Business, but somebody mentioned that, the little area that has pavement by AVCP, Jo-Lomack, First National Bank, First Avenue, going past Harrys'; I don't know what the deal with that is, but, I guess the city was driving the excavator across it. They had questions of why they would do that, just in case they would mess up that pavement. I didn't get it in, in time for this but - Then Scott commented, "Is that state or what?" - Somebody's wondering if, I think Harry has done that, the city's' done that, drove across that. I looked at it & there were some marks in the pavement. And so they just questioned, not when the city did it, but there were previous marks before that. - Scott, "Who's gonna fix it, if it breaks?" - Yea, just tearing up that road they question, why would, like I guess the, you're

supposed to put that onto a trailer, bring your trailer down & then unload it. And so they just questioned that.

Donna - I don't have any comments.

Jennifer - Nothing from me, Congratulations Scott & thank you Frank for keeping your new roll here.

Scott - Yea, thanks Jenny. Go check out the Dump if you haven't, since they put Gary back in the Bull Dozer, and on the same day, now tag-teaming days are over. Dave's not over stressing or anything, things are looking better & they are kicking butt out there. It's actually looking real good, I hope we can get somebody to come in & look harder into, uh, I don't burry cars & we need to extend the life of it as much as we can.

Frank - I have no comments other than thank you so much for coming & we do, looks like we are short a member & I'll get to the bottom of Bill. It makes things easier if we have another member.

**XI. ADJOURNMENT
MOTION TO ADJOURN THE MEETING**

MOVED BY:		Motion to adjourn the meeting.
SECONDED BY:		

VOTE ON MOTION	Motion carried by unanimous voice vote.
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With no further business before the Committee, the meeting adjourned at 7:41 p.m.

APPROVED THIS _____ DAY OF MARCH, 2014

Frank Neitz, Chair

Cheryl Roberts
Recorder of Minutes



City of Bethel

Finance Committee Agenda

Monday, February 24, 2014 – 6:30 p.m.

Council Chambers, Bethel, Alaska

Carol Ann Willard
Finance Committee Chair

Mike Shantz
Finance Committee Vice Chair

Leif Albertson
City Council Representative

Milanna Shear
Finance Committee Member

Dave Trantham, Jr.
Finance Committee Member

Jon Cochrane
Finance Committee Member

Vacant
Finance Committee Member

Hansel Mathlaw
Finance Director
543-1376
hmathlaw@cityofbethel.net

Tonya Hendrix
Assistant Finance Director
543-1375
thendrix@cityofbethel.net

Carole Jung
Recorder
543-1383
cjung@cityofbethel.net

I. CALL TO ORDER

II. ROLL CALL

III. PEOPLE TO BE HEARD – Five minutes per person

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES OF January 27, 2014

VI. NEW BUSINESS

A. PILT- Finance Director

VII. OLD BUSINESS

A. Senior ID Cards

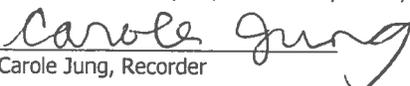
VIII. COUNCIL MEMBER COMMENTS

IX. FINANCE DIRECTOR'S COMMENTS

X. FINANCE COMMITTEE MEMBER COMMENTS

XI. ADJOURNMENT

Posted on February 18, 2014 at City Office, AC Co., Swanson's & Post Office


Carole Jung, Recorder



**PUBLIC NOTICE
REGULAR MEETING OF THE
BETHEL PUBLIC TRANSIT COMMITTEE**

**Date: February 27, 2014, 6:30pm
Where: Bethel Transit Bus Barn
(Old National Guard Armory Maintenance Shop)**

AGENDA

MEMBERS

Glen Watson
Committee Chair

Eric Pavil
Committee Member

Robert Lekander
Committee Member

Arvin Dull
Committee Member

Vacant
Committee Member

Rick Robb
Committee Member

John Sargent
Committee Member

Jesse Hunter
Committee Member

Ex-Officio Members

Bill Ferguson
Transit Manger

- I. CALL TO ORDER
- II. ROLL CALL
- III. PEOPLE TO BE HEARD
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES FROM THE REGULAR MEETING
- VI. BETHEL TRANSIT MANAGER REPORT
- VII. OLD BUSINESS
 - A. Status of New Bus
 - B.
- VIII. NEW BUSINESS
 - A. FY 15 Bethel Public Transit Budget
 - B. MOA – ONC / City of Bethel
- IX. DISCUSSION
 - A. Reduction of FY 15 Budget
 - B. Rider Ship
 - C. Buses Down / Routes Cancelled
- X. COMMITTEE MEMBER'S COMMENTS
- XI. ADJOURNMENT



City of Bethel Police Dept.

PO Box 809
Bethel, AK 99559
Office| 543-3781 Fax| 543-5086

PUBLIC NOTICE
REGULAR MEETING OF THE
PUBLIC SAFETY & TRANSPORTATION COMMISSION
Tuesday, March 4, 2014 -7:00 p.m.
157 SALMONBERRY RD- BETHEL POLICE DEPARTMENT
AGENDA

<u>Members</u>	
Vacant, <i>Chair</i>	I. CALL TO ORDER
	II. ROLL CALL
	III. PEOPLE TO BE HEARD
	IV. APPROVAL OF AGENDA
Johnny Furlong <i>Vice Chair</i>	V. APPROVAL OF MINUTES FROM THE REGULAR MEETINGS OF October 1st, November 5th, December 3rd, 2013, January 7, and February 4, 2014
Sharon Sigmon <i>Council Representative</i>	VI. CHIEFS' COMMENTS Fire Chief Police Chief
Pat Jennings	VII. TRANSPORTATION INSPECTOR'S REPORT
Joe Yoon	VIII. COUNCIL REPRESENTATIVE'S COMMENTS
Joan Dewey	IX. SPECIAL ITEM OF BUSINESS A. Consideration of the Resignation of Joe Yoon B. Annual Election of Chair and Vice Chair.
Jennifer Dobson	X. UNFINISHED BUSINESS A. Ordinance 13-16 Amendment for BMC 5.40. B. Chapter 9 Minor Offenses.
<u>Ex-Officio Members</u>	XI. NEW BUSINESS
Larry Elarton <i>Chief of Police</i>	XII. COMMISSION MEMBER'S COMMENTS
George Young <i>Fire Chief</i>	XIII. ADJOURNMENT
KaJena Baty <i>Recorder</i>	

KaJena Baty, *Recorder*

POSTED on February 26, 2014.
POST OFFICE, AC, SWANSONS, CITY HALL, & POLICE DEPT.

Next Public Safety and Transportation Commission Meeting will be April 1st, 2014.

"Deep Sea Port and Transportation Center of the Kuskokwim"

Bethel City Council

Unfinished Business

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

	<i>Change to Revenues Increase/(Decrease)</i>	0
	<i>Change to Appropriations Increase/(Decrease)</i>	0
	These changes <i>INCREASE</i> ↑ 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.

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

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

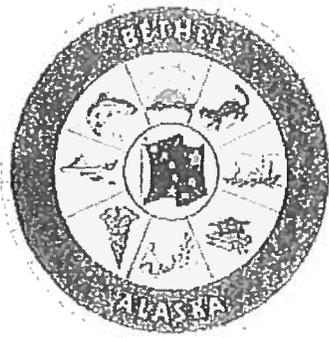
Section 3. Effective Date. This ordinance becomes effective immediately upon adoption.

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
<p>Issue/Background:</p> <p>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.</p> <p>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.</p> <p>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.</p>	
<p>Recommendation:</p> <p>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.</p>	

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

Recipient Organization & Address

Bethel, City of
 Bethel, City of
 PO BOX 1388
 Bethel, AK 99559-1388

Authority
 112 Stat 1854

CFDA Number
 90.100

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
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

Electronically Signed

Typed Name and Title

Mr. Joel Neimeyer
 Federal Co-Chair

Date

06/10/2012

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 McNally (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

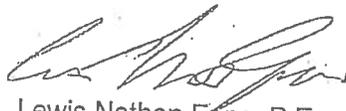
CEPOA-EN-G-HH

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

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.	COST
1	MOBILIZATION AND DEMOLITION \$400,000
2	DEMOLITION AND SITE PREPARATION \$275,000
	OPEN CELL SHEET PILE BULKHEAD \$2,897,875
	LIGHTING AND ELECTRICAL \$325,000
	CONTINGENCY \$350,000
	ENGINEERING SERVICES \$374,000

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

OPEN CELL® AND OPEN CELL SHEET PILE® ARE REGISTERED TRADEMARKS OF PMO ENGINEERS, INC. THE OPEN CELL SYSTEM IS PATENTED. PATENT - US 6,715,804 B2 PATENT - US 7,408,140 B2

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1506 West 36th Avenue
 Anchorage, Alaska 99503
 Phone: 907.561.1011
 Fax: 907.563.1220
 www.pmoengineers.com

P N D
ENGINEERS, INC.

BETHEL WATERFRONT IMPROVEMENTS

EAST WING WALL REPLACEMENT

DATE: 10/27/18
 SHEET NO: 3 OF 3
 PROJECT NO: 18-0101
 DRAWING NO: 3

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	\$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

310+
 TIMBER WING
 REPLACEMENT

SHEET PILE WING WALL REPLACEMENT

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*

Bethel City Council

New Business

Introduced by: Council Member Sigmon
Date: March 11, 2014
Public Hearing:
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance #14-08

AN ORDINANCE AMENDING SECTION 13.04 WATER SERVICE

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 part of the Bethel Municipal Code.

SECTION 2. Amendment The Bethel Municipal Code Section 13.04, is amended as follows (new language is underlined and ~~old language is stricken out~~):

Chapter 13.04 WATER SERVICE

Sections:

<u>13.04.010</u>	Definitions.
<u>13.04.020</u>	Area of service.
<u>13.04.025</u>	<u>Mandatory Application</u>
<u>13.04.030</u>	Connection to proximate main required.
<u>13.04.040</u>	Segregation of private water supply.
<u>13.04.050</u>	Service continuity and quality.
<u>13.04.060</u>	Ownership of facilities.
<u>13.04.070</u>	Classes of service.
<u>13.04.080</u>	Resale of water.
<u>13.04.085</u>	Sale of metered water in bulk.
<u>13.04.090</u>	Preference during shortage.
<u>13.04.100</u>	Application for service.
<u>13.04.110</u>	Credit establishment – Deposits.
<u>13.04.120</u>	Service changes.
<u>13.04.130</u>	Mains and connections.
<u>13.04.140</u>	Water extension.
<u>13.04.150</u>	Service connection – Charge.
<u>13.04.160</u>	Service connection – Procedure.
<u>13.04.170</u>	Multiple service on one (1) extension.
<u>13.04.175</u>	<u>Service to Multi-Dwelling Units</u>

Introduced by: Council Member Sigmon
Date: March 11, 2014
Public Hearing:
Action:
Vote:

- 13.04.180 Holding tank service.
- 13.04.190 Fire protection service.
- 13.04.200 Temporary service.
- 13.04.210 Customer's plumbing.
- 13.04.220 Control valve.
- 13.04.230 Commercial service meters.
- 13.04.240 Rates.
- 13.04.250 Notices.
- 13.04.260 Billing.
- 13.04.270 Delinquent accounts.
- 13.04.280 Shutoff – By request.
- 13.04.290 Shutoff – Nonpayment of charges.
- 13.04.300 Shutoff – Improper plumbing.
- 13.04.305 Access for Water Deliveries
- 13.04.310 Shutoff – Waste or noncompliance.
- 13.04.320 Access for inspection.
- 13.04.330 Liability of city and customer.
- 13.04.340 Fire hydrants.
- 13.04.350 Easement and right-of-way.
- 13.04.360 Experiments and innovations.
- 13.04.370 Suspension of provisions.
- 13.04.380 Administration and enforcement.
- 13.04.390 Violation – Penalty.

13.04.010 Definitions.

As used in this chapter:

A. "Applicant" means the person or persons, firm or corporation or other entity making application for water service from the finance department under the terms of this chapter.

B. "Customer" means an applicant whose application has been accepted by the finance department.

C. "Department" means the city public works department.

D. "Multi-Dwelling Unit" means premises that contain three or more dwelling units, including apartment complexes and trailer courts

E. "Property Owner" means the legal owner of a property where utility services are being provided by the City of Bethel.

F. "Water connection" means that part of the water distribution system connecting the water main with the lot line of the property being furnished the water service or with the lot line of the nearest property abutting the water main if the water connection must first (1st) cross this abutting property to reach the property being served.

G. "Water extension" means that part of the water distribution system extending from the water connection into the premises served.

Introduced by: Council Member Sigmon
Date: March 11, 2014
Public Hearing:
Action:
Vote:

H. "Water main" means that part of the water distribution system intended to serve more than one (1) water connection.

13.04.020 Area of service.

The water service area shall be such area within the city and such nearby territory as the council from time to time includes within the water service area by resolution.

13.04.025 Mandatory Application

Each location within the City of Bethel shall have a signed application for water services on file at the City of Bethel. Property owners may apply for exemptions from service to the finance department. Such exemptions will not be unreasonably denied if the customer can demonstrate:

- a. An alternate and reliable source of water, such as a well; or
- b. That the home is vacant and/or under construction (in such case the exemption shall be temporary); or
- c. Water is being obtained from another reliable source and no contamination of the ground in or around the home is occurring as a result of the alternate water source; or
- d. Other reasons which in the sole discretion of the public works department reasonably justify an exemption.

13.04.030 Connection to proximate main required.

Upon completion of construction of a water main in front of, alongside of, or adjacent to improved property in an area, the department shall ~~notify the city clerk who~~ shall publish a notice that the water service is available to serve inhabitants of that area who shall make application for service or connect to the system within one (1) year after the date of the published notice. Should the owner of improved property fail to do so, a charge shall be made each month until connection is made. This charge shall be equal to the monthly minimum for the type of service that would be furnished were water service supplied. The charge will be levied upon and collected in the same manner as an assessment for the improved property.

13.04.040 Segregation of private water supply.

When water service has been provided for improved property, all wells and springs on such property shall be completely segregated from the city water system.

13.04.050 Service continuity and quality.

A. Supply.

1. Water service shall be provided by the department, which shall exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to customers in adequate pressure and to avoid, insofar as reasonably possible, any shortage or interruption in delivery.
2. The city shall not be liable for damage resulting from interruption in service or lack of service. Temporary suspension of service by the department for improvements and repairs may be necessary. Whenever possible, and when time permits, all customers affected by such suspension will be notified prior thereto by notice through news media or otherwise.

Introduced by: Council Member Sigmon
Date: March 11, 2014
Public Hearing:
Action:
Vote:

B. Quality. The department will exercise reasonable diligence to supply safe and potable water at all times.

13.04.060 Ownership of facilities.

All water mains, water connections, valves, fittings, hydrants and other appurtenances, except water extension lines shall be the property of the city, ~~unless otherwise provided by the council by written contract~~

13.04.070 Classes of service.

The classes of service shall be residential or commercial.

- A. Residential services shall consist of all services where water is supplied for domestic purposes to a single-family dwelling unit.
- B. Commercial services shall consist of all services where water is supplied for a commercial or business establishment, or multi-dwelling units.
- C. If water is supplied to a customer for use in both a single-family dwelling unit and a business establishment, the rate for commercial services shall apply for the combined usage.

13.04.080 Resale of water.

Resale of water shall be permitted only pursuant to written contract between the council and the party proposing to sell water. Only water purchased from the City of Bethel or pre-packaged water may be re-sold within the City limits.

13.04.085 Sale of metered water in bulk.

Resale of metered water in quantities of one hundred (100) gallons or more per fill is permitted only pursuant to a written contract executed between the city and the party proposing to buy water in bulk. The city is authorized to enter into such contracts on behalf of the city.

13.04.090 Preference during shortage.

In case of a water shortage, the department may give preferences to customers as public convenience or necessity requires. Water service to customers outside the city shall at all times be subject to the prior superior rights of the customers within the city.

13.04.100 Application for service.

Each applicant for water service shall sign an application form provided by the city ~~clerk~~ finance office, giving the date of application, location of the premises to be served, the date applicant desires services to begin, class of service, the address for mailing bills, the size of ~~line~~ fill required, and such other information as the finance department may reasonably require. By signing the application, the applicant agrees to abide by this chapter and all resolutions or regulations promulgated under this chapter and the applicant agrees to have placed in an approved location a number which conforms to the street numbering system of the city. The application is a request for service and does not require the city to furnish service.

Introduced by: Council Member Sigmon
Date: March 11, 2014
Public Hearing:
Action:
Vote:

13.04.110 Credit establishment – Deposits.

At the time application for service is made, the applicant shall establish credit with the finance department.

A. Establishment of Credit. A water utility deposit will be required if the applicant has no previous credit history with the finance department. A deposit equal to two (2) months' service, but not less than ~~one~~ two hundred dollars (~~\$100~~) (\$200), shall be required. Credit history will be based upon an applicant's past utility payment record and a deposit will not be required if it is determined that the applicant has not been delinquent more than once in the applicant's most recent twelve (12-) month period. The deposit is refundable after two (2) years of timely payments. Once a customer has established an acceptable credit history for twelve (12) months, the deposit may be refunded. The deposit will be waived by receipt of a recent letter of good payment history from another utility company.

B. Deposits. No service shall be furnished until the deposit is made with the finance department, ~~and the applicant will be given a receipt for the deposit.~~ The deposit is not a payment on account. In the event water service is discontinued, the deposit will be applied to the closing bill, and any amount in excess of the closing bill will be refunded to the applicant.

C. ~~Forfeiture~~ Application of Deposit. If a customer's account becomes delinquent and service is discontinued, the deposit shall be applied to the unpaid balance. ~~Water service shall not be restored to the customer at any premises in which the customer resides within the city until all outstanding water bills due the city from the customer have been paid and the cash deposit replaced in an amount equal to the department's estimated bill for two (2) months' service together with a a thirty five dollars (\$35) service charge for the restoration of service.~~

D. Resumption of Services. Water service shall not be restored to the customer at any premises in which the customer resides within the city until:

- 1) All outstanding water bills due to the city from the customer have been paid;
- 2) The cash deposit is replaced in an amount equal to the customer's estimated bill for two (2) months' service has been made; and
- 3) A restoration service fee of thirty-five dollars (\$35) or the actual restoration cost, whichever is greater, has been paid.

13.04.120 Service changes.

A. Increased Level of Service for hauled customer. Existing customers in good standing may increase their level of service without an additional deposit due providing the original deposit equals two (2) months of service. Customers who are not in good standing shall be required to pay all outstanding balances before an increased level of service will be provided.

B. Decreased Level of Service for hauled customers. Existing customers may decrease their level of service. A reduction in deposit will not be given.

C. Fees for Changes in Level of Service for hauled customers.

1. Two (2) changes in level of service per calendar year shall be allowed to a customer in good standing at no charge. Thereafter, a fee of twenty-five dollars (\$25) will be due for any additional changes made. Customers not in good standing will be required to pay twenty-five dollars (\$25) for each change in level of service.

~~2. Per calendar year, two (2) reconnections after a disconnection shall be given to a customer in good standing at no charge. All reconnections thereafter will be charged a twenty-five dollar~~

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~~(\$25) reconnection fee. Customers not in good standing will be required to pay fifty dollars (\$50) for each reconnection after a disconnection.~~

D. Fees for temporary disconnect and reconnect.

1. Hauled customers will be assessed a thirty-five dollar(\$35)service fee for each temporary disconnect/reconnect request.

2. Piped customers will be assessed actual costs for each temporary disconnect/reconnect as identified in the City of Bethel Fee and Rate Schedule.

13.04.130 Mains and connections.

A. Within the City. Water mains to areas within the city not presently served with water shall be installed only upon authorization of the council.

B. Outside the City. Water mains outside the city shall be installed only at the expense of the customers served.

C. Ownership. All water mains and water connections, whether within or ~~without~~ outside the city, shall be the property of the city, and shall be installed by the department or the applicants, in accordance with plans and specifications approved by the department.

D. Location. All water mains and water connections shall be on rights-of-way, easements or public property. All easements or right-of-way permits secured for water mains and water connections shall be obtained in the name of the city.

13.04.140 Water extension.

The water extension shall be owned, installed and maintained by the applicant for water service.

13.04.150 Service connection – Charge.

At the time the applicant files for water service where service has previously existed, or if the applicant is filing for a change in service class, size or location, the applicant shall submit with his application a service connection charge which will cover the actual cost to the department of the connection, plus twenty-five (25) percent.

13.04.160 Service connection – Procedure.

Regulations, orders or procedures governing the installation of water extensions shall be promulgated by the department, subject to approval of the council by resolution. All water extensions and repairs, modifications or disconnections thereof shall be made only on the terms and conditions set forth in the Uniform Plumbing Code (current edition) and such further regulations, orders or procedures as the council may approve. ~~by resolution.~~

13.04.170 Multiple service on one (1) extension.

A. The department may, at its option, serve two (2) or more premises or customers with one (1) water extension connection; provided, that such joint service water extension lines shall be of such a size as to provide a capacity of not less than the combined capacity of the individual water extension lines. No water extension service shall be permitted to other customers except that under written contract approved by council.

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B. The owner of a single parcel of property may apply for and receive as many connections as he and his tenants may require, provided his application or applications meet the requirements of this chapter.

13.04.175 Service to Multi-Dwelling Units

Service and billing to multi-dwelling units where there is only one connection or one holding tank will be the sole responsibility of the property owner.

13.04.180 Holding tank service.

Customers to whom a water main is not available may have water delivered to their properties for discharge into holding tanks; provided, that the location, type of holding tank and access thereto is approved by the department. Quantity and frequency of delivery shall be determined by regulations or orders of the department and approved by the council ~~by resolution~~, and the rate charged for such delivery shall be determined by the council by ordinance. In new home construction, the minimum water holding tank size shall be determined by the chart below:

Number of Bedrooms	Water Tank Size
One bedroom	600 gallons
<u>One to Two bedrooms</u>	800 gallons
Three bedrooms	1,000 gallons
Four bedrooms	1,200 gallons

New home construction is defined as all new homes where the site permit is approved after ~~September 30, 2005~~ January 1, 2015.

13.04.190 Fire protection service.

A customer having fire protection facilities on the premises or who uses water for other purposes through the same water extension connection shall be charged at the applicable rate for that customer's class of service, regardless of such other use.

13.04.200 Temporary service.

Temporary water extensions and water connections may be provided by the department for a period not to exceed six (6) months, unless an extension is granted by the department. Costs of connection, deposits, charges for installation and removal of equipment shall be established by the department, subject to approval by the council by ordinance.

13.04.210 Customer's plumbing.

The customer's plumbing, which shall include the water extension lines and all plumbing, piping, fixtures and other appurtenances carrying or intended to carry water on property owned or controlled by the customer, shall comply with Uniform Plumbing Code (current edition) ~~the plumbing regulations of the city~~.

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13.04.220 Control valve.

Customers shall install a suitable control valve in the water extension line at a location approved by the department, the operation of which valve will control the entire water supply to the premises served. It will be a violation of this chapter for the customer to operate, cause or permit unauthorized operation of the control valve, except in the case of emergencies.

13.04.230 Commercial service meters.

- A. Requirement. The department may require installation of a water meter at the customer's expense for any commercial service.
- B. Location. Meters shall be placed in a location approved by the department.
- C. Joint Use. Meters cannot be used by more than one (1) customer except as provided by written contract with the department city.

13.04.240 Rates.

The city manager or the council may introduce an ordinance to increase or decrease the water rates ~~by May first (1st) of each year or at any other time~~ in order to charge reasonable water rates. ~~The water rates shall be available in the city clerk's office for public inspection during regular business hours.~~

13.04.250 Notices.

- A. To Customers. Notices from the department to a customer will normally be given in writing, and either mailed to or delivered to the customer at his last known address. Where conditions warrant and during emergencies, the department may notify the customer either by telephone or messenger.
- B. From Customers. Notices from customers to the department shall be given by the customer in writing on a city utility form to the utility/finance office or to the utility services foreman of the department duly authorized to receive notices or complaints.
- C. Discontinuance for Repairs. Notices from the department to a customer providing for the discontinuance of service for the purpose of repairs shall be given to a customer in writing twenty-four (24) hours prior to such discontinuance, except in the case of emergencies.

13.04.260 Billing.

- A. All bills shall be mailed on or before the fifth (5th) day of each month.
- B. Each bill entered shall be due upon receipt. If the bill is not paid by the twenty-fifth (25th) day of the month in which mailed, or twenty (20) days after the date the bill is mailed, whichever is later, the account shall be considered delinquent.
- C. If the date upon which a bill would be considered delinquent falls on a day that the city does not conduct business, the bill will become delinquent at the end of the next day that the city conducts business.
- D. Payments sent by mail and postmarked on or before the day that a bill would be considered delinquent will not be considered delinquent.
- E. Allowances for late payments from circumstances that delay normal payment of bills and delays in the mail such as bad weather, volcanic eruptions or national emergencies can be made by appropriate city staff.

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F. Customers shall have ninety (90) days beyond the current payment due date for any corrections or adjustments.

13.04.270 Delinquent accounts.

A. The finance department shall send a notice of account delinquency to each customer when the account becomes delinquent.

B. Within fifteen (15) days after an account becomes delinquent water ~~will~~ may be turned off if the delinquent account is not paid in full prior thereto.

C. Prior to shut-off of delinquent accounts, the finance department will send a notice of shut-off giving a final date due for payment. If the customer is not the property owner, a copy of the shut-off notice will be sent to the property owner as well.

D. A non-sufficient funds (NSF) check is not payment on your account. Should the City receive a NSF check for payment of an account on the Shut Off list, sewer service will be terminated with no further notice from the City. In addition to the turn-off and turn-on fees, and all past due amounts, a \$30.00 NSF fee will be required to be paid in certified funds or cash before sewer service will be restored.

E. On the turn-off date, any agent of the department or city may turn off the water service.

F. Interest on delinquent accounts shall be paid at the rate of fifteen (15%) percent per annum. Delinquent payments, with interest, shall constitute a lien on ~~real and personal~~ the real property of the person or entity whose where the account is delinquent.

G. The city has the authority to collect from the delinquent customer all expenses that relate to the collection effort including: (1) cost of collection; (2) attorney's fees; (3) recorder's fees; (4) court costs.

H. In the event the customer and the property owner differ, both the customer and the property owner will be jointly and severally liable for the delinquent water bill.

13.04.280 Shutoff – By request.

Each customer shall give the department written notice of his intention to discontinue water service at least two (2) days prior to the date he wishes water service discontinued, and shall specify the date service is to be discontinued; otherwise, the customer will be responsible for all water supplied to the premises until the department receives notice of such discontinuance. Upon discontinuance of water service, a bill shall be rendered and such bill shall be payable immediately. In no case will the bill be less than the monthly minimum specified in the current water rate schedule for the class or classes of water service theretofore furnished.

13.04.290 Shutoff – Nonpayment of charges.

If water service charges are not paid when due by any person, firm, corporation or other entity whose premises are served by water service, then the water service provided to that customer may be discontinued because of the default in the payment of the water service charges.

13.04.300 Shutoff – Improper plumbing.

A. The department may refuse to furnish water and may discontinue water service to any premises without prior notice where plumbing facilities, appliances or equipment using water are dangerous, unsafe or not in conformity with the plumbing regulations of the city.

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B. No physical connection between the water service system and any other water source shall be permitted, and the department may discontinue services to any persons or premises where a cross-connection exists without notice.

C. The City shall not be held liable for water damage to any property where the customer has failed to install adequate operative water tanks.

D. The City shall not be held liable for water damage where the customer has failed to install an adequate operative overflow system or has failed to keep the overflow line properly cleared and maintained.

13.04.305 Access for Water Delivery

A. Customers are responsible for maintaining their driveways clear and accessible on dates of scheduled and requested water deliveries.

B. The City will not be responsible for providing services to an address if the driveway is not accessible. This includes any obstruction (such as, but not limited to, parked vehicles, freezer vans, snow, ice, animals, wastes, toys, appliances, snow mobiles, etc.)

C. If the overflows are frozen and the City does not have access to the water tank, the City will not be responsible for filling the tank.

D. If service cannot be completed due to the circumstances described in this section, the City will leave a blue tag at the customer's home advising of the problem in sufficient detail to allow the customer an opportunity to address the issue before the next regularly scheduled delivery.

E. A credit for service will not be given for missed services that result from customer's actions.

13.04.310 Shutoff – Waste or noncompliance.

The department may discontinue service to any customer, upon five (5) days' written notice, for any of the following reasons:

A. Wasteful or negligent use of water;

B. Excessive use of water resulting in inadequate service to other customers;

C. Fraud or abuse by the customer;

~~D. Unauthorized turn on of water after discontinuance of water service by the department;~~

~~E. Noncompliance with this chapter or any regulations, resolutions or orders issued pursuant thereto.~~

13.04.320 Access for inspection.

Employees of the department shall have free access at all reasonable hours to any and all parts and structures of the premises in which water is or may be delivered for the purposes of inspecting connections, the conditions of the conduits and fixtures, and the manner and extent to which the water is being used. The department does not, however, assume the duty of inspecting the water extension line or the customer's plumbing and equipment, and shall not be responsible therefore.

13.04.330 Liability of city and customer.

The city shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the water extension line or the customer's plumbing or equipment, nor shall the city be liable for loss or damage due to interruption of service or changes in pressure. The customer

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shall be responsible for valves on his premises being turned off when the water service is turned on.

13.04.340 Fire hydrants.

A. Operation. No person or persons other than those designated and authorized by the department shall open any fire hydrant belonging to the city, attempt to draw water from it or in any manner damage or tamper with it.

B. Damage. Any person who damages a fire hydrant shall be responsible for its complete repair and return to service. Any person damaging the fire hydrant shall be subject to penalties provided for in this chapter or in law.

C. Moving. Any party desiring to change the size, type or location of a fire hydrant shall bear all costs of such changes. Any changes in the size, type or location of a fire hydrant shall be approved by the department and by the city fire department ~~of the city~~.

13.04.350 Easement and right-of-way.

Each applicant and customer gives and grants to the city an easement and right-of-way on and across his property for the installation of water connections, water extensions and water mains and the necessary valves and equipment used in connection therewith.

13.04.360 Experiments and innovations.

Nothing in this chapter shall be construed to prohibit the use of experimental and/or innovative processes or procedures for water service. The operation of such device, process or procedure shall have the prior approval of the ~~public works committee of or~~ the city council. The committee shall approve all such devices, processes and procedures that are not in conflict with the health and welfare of the city. Applications for approval of such devices, processes and procedures shall be made to the public works director and appeal from a decision of the public works committee shall be to the council ~~as a whole~~.

13.04.370 Suspension of provisions.

No employee of the department is authorized to suspend or alter any of the provisions hereof without specific approval or direction of the city council, except in cases of emergency involving a danger of loss of life or property or which would place the water system operation in jeopardy.

13.04.380 Administration and enforcement.

This chapter shall be administered and enforced by the city manager. The city council shall have the authority to establish and regulate monthly rates for water service pursuant to AS 29.48. All rates and other charges adopted by the council shall be by ordinance and available for public inspection during regular business hours at the office of the city clerk. All moneys collected for water services will be separately accounted for by the city finance director and used for such purposes and disbursed by the council as it deems appropriate. The city council may adopt such additional regulations, resolutions, orders, provisions and procedures pertaining to water service as it deems proper.

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13.04.390 Violation – Penalty.

Any person violating any of the provisions of the chapter shall, upon conviction thereof, be punished by a fine not exceeding five hundred dollars (\$500). Each day that a person violates any section of this chapter shall be considered a separate violation. ~~or by imprisonment in the city jail for a period not exceeding thirty (30) days, or by both such fine and imprisonment.~~

SECTION 3. Effective Date. This section shall become effective immediately upon the passage by City Council.

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

Joseph A. Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk

NOTES FROM CITY ATTORNEY ON SUGGESTED CHANGES

**Chapter 13.04
WATER SERVICE**

Sections:

- 13.04.010 Definitions.
- 13.04.020 Area of service.
- 13.04.025 Mandatory Application
- 13.04.030 Connection to proximate main required.
- 13.04.040 Segregation of private water supply.
- 13.04.050 Service continuity and quality.
- 13.04.060 Ownership of facilities.
- 13.04.070 Classes of service.
- 13.04.080 Resale of water.
- 13.04.085 Sale of metered water in bulk.
- 13.04.090 Preference during shortage.
- 13.04.100 Application for service.
- 13.04.110 Credit establishment – Deposits.
- 13.04.120 Service changes.
- 13.04.130 Mains and connections.
- 13.04.140 Water extension.
- 13.04.150 Service connection – Charge.
- 13.04.160 Service connection – Procedure.
- 13.04.170 Multiple service on one (1) extension.
- 13.04.175 Service to Multi-Dwelling Units

- 13.04.180 Holding tank service.
- 13.04.190 Fire protection service.
- 13.04.200 Temporary service.
- 13.04.210 Customer's plumbing.
- 13.04.220 Control valve.
- 13.04.230 Commercial service meters.
- 13.04.240 Rates.
- 13.04.250 Notices.
- 13.04.260 Billing.
- 13.04.270 Delinquent accounts.
- 13.04.280 Shutoff – By request.
- 13.04.290 Shutoff – Nonpayment of charges.
- 13.04.300 Shutoff – Improper plumbing.
- 13.04.305 Access for Water Deliveries
- 13.04.310 Shutoff – Waste or noncompliance.
- 13.04.320 Access for inspection.
- 13.04.330 Liability of city and customer.

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- 13.04.340 Fire hydrants.
- 13.04.350 Easement and right-of-way.
- 13.04.360 Experiments and innovations.
- 13.04.370 Suspension of provisions.
- 13.04.380 Administration and enforcement.
- 13.04.390 Violation – Penalty.

13.04.010 Definitions.

As used in this chapter:

- A. "Applicant" means the person or persons, firm or corporation or other entity making application for water service from the finance department under the terms of this chapter.
- B. "Customer" means an applicant whose application has been accepted by the finance department.
- C. "Department" means the city public works department.
- D. "Multi-Dwelling Unit" means premises that contain three or more dwelling units, including apartment complexes and trailer courts
- E. "Property Owner" means the legal owner of a property where utility services are being provided by the City of Bethel.
- F. "Water connection" means that part of the water distribution system connecting the water main with the lot line of the property being furnished the water service or with the lot line of the nearest property abutting the water main if the water connection must first (1st) cross this abutting property to reach the property being served.
- G. "Water extension" means that part of the water distribution system extending from the water connection into the premises served.
- H. "Water main" means that part of the water distribution system intended to serve more than one (1) water connection.

13.04.020 Area of service.

The water service area shall be such area within the city and such nearby territory as the council from time to time includes within the water service area by resolution.

13.04.025 Mandatory Application

Each location within the City of Bethel shall have a signed application for water services on file at the City of Bethel. Property owners may apply for exemptions from service to the finance department. Such exemptions will not be unreasonably denied if the customer can demonstrate:

- a. An alternate and reliable source of water, such as a well; or
- b. That the home is vacant and/or under construction (in such case the exemption shall be temporary); or
- c. Water is being obtained from another reliable source and no contamination of the ground in or around the home is occurring as a result of the alternate water source; or
- d. Other reasons which in the sole discretion of the public works department reasonably justify an exemption.

Comment [1s1]: Makes this chapter consistent with Sewer Services chapter and still allows freedom for folks to haul their own water.

Comment [1s2]: For example, those on a well. The form would need to be created.

13.04.030 Connection to proximate main required.

Upon completion of construction of a water main in front of, alongside of, or adjacent to improved property in an area, the department ~~shall notify the city clerk who shall publish a~~

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notice that the water service is available to serve inhabitants of that area who shall make application for service or connect to the system within one (1) year after the date of the published notice. Should the owner of improved property fail to do so, a charge shall be made each month until connection is made. This charge shall be equal to the monthly minimum for the type of service that would be furnished were water service supplied. The charge will be levied upon and collected in the same manner as an assessment for the improved property.

13.04.040 Segregation of private water supply.

When water service has been provided for improved property, all wells and springs on such property shall be completely segregated from the city water system.

13.04.050 Service continuity and quality.

A. Supply.

1. Water service shall be provided by the department, which shall exercise reasonable diligence and care to deliver a continuous and sufficient supply of water to customers in adequate pressure and to avoid, insofar as reasonably possible, any shortage or interruption in delivery.
2. The city shall not be liable for damage resulting from interruption in service or lack of service. Temporary suspension of service by the department for improvements and repairs may be necessary. Whenever possible, and when time permits, all customers affected by such suspension will be notified prior thereto by notice through news media or otherwise.

B. Quality. The department will exercise reasonable diligence to supply safe and potable water at all times.

13.04.060 Ownership of facilities.

All water mains, water connections, valves, fittings, hydrants and other appurtenances, except water extension lines shall be the property of the city, ~~unless otherwise provided by the council by written contract~~

13.04.070 Classes of service.

The classes of service shall be residential or commercial.

- A. ~~Residential~~ services shall consist of all services where water is supplied for domestic purposes to a single-family dwelling unit.
- B. Commercial services shall consist of all services where water is supplied for a commercial or business establishment, or multi-dwelling units.
- C. If water is supplied to a customer for use in both a single-family dwelling unit and a business establishment, the rate for commercial services shall apply for the combined usage.

Comment [p3]: Separated into subsection for clarity, information is the same.

13.04.080 Resale of water.

Resale of water shall be permitted only pursuant to written contract between the council and the party proposing to sell water. Only water purchased from the City of Bethel or pre-packaged water may be re-sold within the City limits.

Comment [p4]: Alaska Statute 42.05.221 prohibits the sale of utilities, such as water, from anyone other than a licensed utility company certified by the Alaska Regulatory Commission. Resale is allowed but not direct sale without a license.

13.04.085 Sale of metered water in bulk.

Resale of metered water in quantities of one hundred (100) gallons or more per fill is permitted only pursuant to a written contract executed between the city and the party proposing to buy water in bulk. The city is authorized to enter into such contracts on behalf of the city.

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13.04.090 Preference during shortage.

In case of a water shortage, the department may give preferences to customers as public convenience or necessity requires. Water service to customers outside the city shall at all times be subject to the prior superior rights of the customers within the city.

13.04.100 Application for service.

Each applicant for water service shall sign an application form provided by the city clerk finance office, giving the date of application, location of the premises to be served, the date applicant desires services to begin, class of service, the address for mailing bills, the size of line fill required, and such other information as the finance department may reasonably require. By signing the application, the applicant agrees to abide by this chapter and all resolutions or regulations promulgated under this chapter and the applicant agrees to have placed in an approved location a number which conforms to the street numbering system of the city. The application is a request for service and does not require the city to furnish service.

Comment [p5]: More in keeping with current practice

13.04.110 Credit establishment – Deposits.

At the time application for service is made, the applicant shall establish credit with the finance department.

A. Establishment of Credit. A water utility deposit will be required if the applicant has no previous credit history with the finance department. A deposit equal to two (2) months' service, but not less than one two hundred dollars (\$100) (\$200), shall be required. Credit history will be based upon an applicant's past utility payment record and a deposit will not be required if it is determined that the applicant has not been delinquent more than once in the applicant's most recent twelve (12-) month period. The deposit is refundable after two (2) years of timely payments. ~~Once a customer has established an acceptable credit history for twelve (12) months, the deposit may be refunded. The deposit will be waived by receipt of a recent letter of good payment history from another utility company.~~

Comment [p6]: Collections are harder and harder and less and less fruitful. This does not even cover one month and is still well below the electric company deposit.

B. Deposits. No service shall be furnished until the deposit is made with the finance department, ~~and the applicant will be given a receipt for the deposit.~~ The deposit is not a payment on account. In the event water service is discontinued, the deposit will be applied to the closing bill, and any amount in excess of the closing bill will be refunded to the applicant.

Comment [p7]: Makes the process fair for those with excellent credit who are new to Bethel.

C. ~~Forfeiture~~ Application of Deposit. If a customer's account becomes delinquent and service is discontinued, the deposit shall be applied to the unpaid balance. ~~Water service shall not be restored to the customer at any premises in which the customer resides within the city until all outstanding water bills due the city from the customer have been paid and the cash deposit replaced in an amount equal to the department's estimated bill for two (2) months' service together with a a thirty five dollars (\$35) service charge for the restoration of service.~~

Comment [p8]: Technically the customer does not forfeit the deposit, it simply gets applied to outstanding bills and must be replaced before service is resumed.

D. Resumption of Services. Water service shall not be restored to the customer at any premises in which the customer resides within the city until:

- 1) All outstanding water bills due to the city from the customer have been paid;
- 2) The cash deposit is replaced in an amount equal to the customer's estimated bill for two (2) months' service has been made; and
- 3) A restoration service fee of thirty-five dollars (\$35) or the actual restoration cost, whichever is greater, has been paid.

13.04.120 Service changes.

A. Increased Level of Service for hauled customer. Existing customers in good standing may increase their level of service without an additional deposit due providing the original deposit

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equals two (2) months of service. Customers who are not in good standing shall be required to pay all outstanding balances before an increased level of service will be provided.

B. Decreased Level of Service for hauled customers. Existing customers may decrease their level of service. A reduction in deposit will not be given.

C. Fees for Changes in Level of Service for hauled customers.

1. Two (2) changes in level of service per calendar year shall be allowed to a customer in good standing at no charge. Thereafter, a fee of twenty-five dollars (\$25) will be due for any additional changes made. Customers not in good standing will be required to pay twenty-five dollars (\$25) for each change in level of service.

~~2. Per calendar year, two (2) reconnections after a disconnection shall be given to a customer in good standing at no charge. All reconnections thereafter will be charged a twenty-five dollar (\$25) reconnection fee. Customers not in good standing will be required to pay fifty dollars (\$50) for each reconnection after a disconnection.~~

D. Fees for temporary disconnect and reconnect.

1. Hauled customers will be assessed a thirty-five dollar(\$35)service fee for each temporary disconnect/reconnect request.

2. Piped customers will be assessed actual costs for each temporary disconnect/reconnect as identified in the City of Bethel Fee and Rate Schedule.

13.04.130 Mains and connections.

A. Within the City. Water mains to areas within the city not presently served with water shall be installed only upon authorization of the council.

B. Outside the City. Water mains outside the city shall be installed only at the expense of the customers served.

C. Ownership. All water mains and water connections, whether within or ~~without~~ outside the city, shall be the property of the city, and shall be installed by the department or the applicants, in accordance with plans and specifications approved by the department.

D. Location. All water mains and water connections shall be on rights-of-way, easements or public property. All easements or right-of-way permits secured for water mains and water connections shall be obtained in the name of the city.

13.04.140 Water extension.

The water extension shall be owned, installed and maintained by the applicant for water service.

13.04.150 Service connection – Charge.

At the time the applicant files for water service where service has previously existed, or if the applicant is filing for a change in service class, size or location, the applicant shall submit with his application a service connection charge which will cover the actual cost to the department of the connection, plus twenty-five (25) percent.

13.04.160 Service connection – Procedure.

Regulations, orders or procedures governing the installation of water extensions shall be promulgated by the department, subject to approval of the council by resolution. All water extensions and repairs, modifications or disconnections thereof shall be made only on the terms and conditions set forth in the Uniform Plumbing Code (current edition) and such further regulations, orders or procedures as the council may approve. ~~by resolution.~~

NOTES FROM CITY ATTORNEY ON SUGGESTED CHANGES

13.04.170 Multiple service on one (1) extension.

A. The department may, at its option, serve two (2) or more premises or customers with one (1) water extension connection; provided, that such joint service water extension lines shall be of such a size as to provide a capacity of not less than the combined capacity of the individual water extension lines. No water extension service shall be permitted to other customers except that under written contract approved by council.

B. The owner of a single parcel of property may apply for and receive as many connections as he and his tenants may require, provided his application or applications meet the requirements of this chapter.

13.04.175 Service to Multi-Dwelling Units

Service and billing to multi-dwelling units where there is only one connection or one holding tank will be the sole responsibility of the property owner.

Comment [p9]: This addresses a current issue faced when one tenant does not pay for services. The City cannot shut off service without affecting the other tenants who do pay their bills.

13.04.180 Holding tank service.

Customers to whom a water main is not available may have water delivered to their properties for discharge into holding tanks; provided, that the location, type of holding tank and access thereto is approved by the department. Quantity and frequency of delivery shall be determined by regulations or orders of the department and approved by the council by resolution, and the rate charged for such delivery shall be determined by the council by ordinance. In new home construction, the minimum water holding tank size shall be determined by the chart below:

Number of Bedrooms	Water Tank Size
One bedroom	600 gallons
One to Two bedrooms	800 gallons
Three bedrooms	1,000 gallons
Four bedrooms	1,200 gallons

New home construction is defined as all new homes where the site permit is approved after ~~September 30, 2005~~ January 1, 2015.

13.04.190 Fire protection service.

A customer having fire protection facilities on the premises or who uses water for other purposes through the same water extension connection shall be charged at the applicable rate for that customer's class of service, regardless of such other use.

13.04.200 Temporary service.

Temporary water extensions and water connections may be provided by the department for a period not to exceed six (6) months, unless an extension is granted by the department. Costs of connection, deposits, charges for installation and removal of equipment shall be established by the department, subject to approval by the council by ordinance.

13.04.210 Customer's plumbing.

The customer's plumbing, which shall include the water extension lines and all plumbing, piping, fixtures and other appurtenances carrying or intended to carry water on property owned

NOTES FROM CITY ATTORNEY ON SUGGESTED CHANGES

or controlled by the customer, shall comply with Uniform Plumbing Code (current edition) the ~~plumbing regulations of the city.~~

13.04.220 Control valve.

Customers shall install a suitable control valve in the water extension line at a location approved by the department, the operation of which valve will control the entire water supply to the premises served. It will be a violation of this chapter for the customer to operate, cause or permit unauthorized operation of the control valve, except in the case of emergencies.

13.04.230 Commercial service meters.

A. Requirement. The department may require installation of a water meter at the customer's expense for any commercial service.

B. Location. Meters shall be placed in a location approved by the department.

C. Joint Use. Meters cannot be used by more than one (1) customer except as provided by written contract with the ~~department~~ city.

13.04.240 Rates.

The city manager or the council may introduce an ordinance to increase or decrease the water rates ~~by May first (1st) of each year or at any other time~~ in order to charge reasonable water rates. ~~The water rates shall be available in the city clerk's office for public inspection during regular business hours.~~

13.04.250 Notices.

A. To Customers. Notices from the department to a customer will normally be given in writing, and either mailed to or delivered to the customer at his last known address. Where conditions warrant and during emergencies, the department may notify the customer either by telephone or messenger.

B. From Customers. Notices from customers to the department shall be given by the customer in writing on a city utility form to the utility/finance office or to the utility services foreman of the department duly authorized to receive notices or complaints.

C. Discontinuance for Repairs. Notices from the department to a customer providing for the discontinuance of service for the purpose of repairs shall be given to a customer in writing twenty-four (24) hours prior to such discontinuance, except in the case of emergencies.

13.04.260 Billing.

A. All bills shall be mailed on or before the fifth (5th) day of each month.

B. Each bill entered shall be due upon receipt. If the bill is not paid by the twenty-fifth (25th) day of the month in which mailed, or twenty (20) days after the date the bill is mailed, whichever is later, the account shall be considered delinquent.

C. If the date upon which a bill would be considered delinquent falls on a day that the city does not conduct business, the bill will become delinquent at the end of the next day that the city conducts business.

D. Payments sent by mail and postmarked on or before the day that a bill would be considered delinquent will not be considered delinquent.

E. Allowances for late payments from circumstances that delay normal payment of bills and delays in the mail such as bad weather, volcanic eruptions or national emergencies can be made by appropriate city staff.

F. Customers shall have ninety (90) days beyond the current payment due date for any corrections or adjustments.

NOTES FROM CITY ATTORNEY ON SUGGESTED CHANGES

13.04.270 Delinquent accounts.

A. The finance department shall send a notice of account delinquency to each customer when the account becomes delinquent.

B. Within fifteen (15) days after an account becomes delinquent water will may be turned off if the delinquent account is not paid in full prior thereto.

C. Prior to shut-off of delinquent accounts, the finance department will send a notice of shut-off giving a final date due for payment. If the customer is not the property owner, a copy of the shut-off notice will be sent to the property owner as well.

D. A non-sufficient funds (NSF) check is not payment on your account. Should the City receive a NSF check for payment of an account on the Shut Off list, sewer service will be terminated with no further notice from the City. In addition to the turn-off and turn-on fees, and all past due amounts, a \$30.00 NSF fee will be required to be paid in certified funds or cash before sewer service will be restored.

E. On the turn-off date, any agent of the department or city may turn off the water service.

F. Interest on delinquent accounts shall be paid at the rate of fifteen (15%) percent per annum. Delinquent payments, with interest, shall constitute a lien on ~~real and personal~~ the real property of the person or entity whose where the account is delinquent.

G. The city has the authority to collect from the delinquent customer all expenses that relate to the collection effort including: (1) cost of collection; (2) attorney's fees; (3) recorder's fees; (4) court costs.

H. In the event the customer and the property owner differ, both the customer and the property owner will be jointly and severally liable for the delinquent water bill.

Comment [p10]: Rather than a must, make it optional so water can be left on during the winter to avoid freeze-up of pipes.

13.04.280 Shutoff – By request.

Each customer shall give the department written notice of his intention to discontinue water service at least two (2) days prior to the date he wishes water service discontinued, and shall specify the date service is to be discontinued; otherwise, the customer will be responsible for all water supplied to the premises until the department receives notice of such discontinuance. Upon discontinuance of water service, a bill shall be rendered and such bill shall be payable immediately. In no case will the bill be less than the monthly minimum specified in the current water rate schedule for the class or classes of water service theretofore furnished.

13.04.290 Shutoff – Nonpayment of charges.

If water service charges are not paid when due by any person, firm, corporation or other entity whose premises are served by water service, then the water service provided to that customer may be discontinued because of the default in the payment of the water service charges.

13.04.300 Shutoff – Improper plumbing.

A. The department may refuse to furnish water and may discontinue water service to any premises without prior notice where plumbing facilities, appliances or equipment using water are dangerous, unsafe or not in conformity with the plumbing regulations of the city.

B. No physical connection between the water service system and any other water source shall be permitted, and the department may discontinue services to any persons or premises where a cross-connection exists without notice.

C. The City shall not be held liable for water damage to any property where the customer has failed to install adequate operative water tanks.

NOTES FROM CITY ATTORNEY ON SUGGESTED CHANGES

D. The City shall not be held liable for water damage where the customer has failed to install an adequate operative overflow system or has failed to keep the overflow line properly cleared and maintained.

13.04.305 Access for Water Delivery

A. Customers are responsible for maintaining their driveways clear and accessible on dates of scheduled and requested water deliveries.

B. The City will not be responsible for providing services to an address if the driveway is not accessible. This includes any obstruction (such as, but not limited to, parked vehicles, freezer vans, snow, ice, animals, wastes, toys, appliances, snow mobiles, etc.)

C. If the overflows are frozen and the City does not have access to the water tank, the City will not be responsible for filling the tank.

D. If service cannot be completed due to the circumstances described in this section, the City will leave a blue tag at the customer's home advising of the problem in sufficient detail to allow the customer an opportunity to address the issue before the next regularly scheduled delivery.

E. A credit for service will not be given for missed services that result from customer's actions.

Comment [p11]: This section is consistent with the application for service and addresses situations the drivers experience regularly and which usually leads to large insurance claims.

13.04.310 Shutoff – Waste or noncompliance.

The department may discontinue service to any customer, upon five (5) days' written notice, for any of the following reasons:

A. Wasteful or negligent use of water;

B. Excessive use of water resulting in inadequate service to other customers;

C. Fraud or abuse by the customer;

~~D. Unauthorized turn on of water after discontinuance of water service by the department;~~

~~E. Noncompliance with this chapter or any regulations, resolutions or orders issued pursuant thereto.~~

Comment [p12]: They don't need notice at this point, it is a crime to steal the water at this point and we have to right to turn it off immediately, we don't have to wait 5 days.

13.04.320 Access for inspection.

Employees of the department shall have free access at all reasonable hours to any and all parts and structures of the premises in which water is or may be delivered for the purposes of inspecting connections, the conditions of the conduits and fixtures, and the manner and extent to which the water is being used. The department does not, however, assume the duty of inspecting the water extension line or the customer's plumbing and equipment, and shall not be responsible therefore.

13.04.330 Liability of city and customer.

The city shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the water extension line or the customer's plumbing or equipment, nor shall the city be liable for loss or damage due to interruption of service or changes in pressure. The customer shall be responsible for valves on his premises being turned off when the water service is turned on.

13.04.340 Fire hydrants.

A. Operation. No person or persons other than those designated and authorized by the department shall open any fire hydrant belonging to the city, attempt to draw water from it or in any manner damage or tamper with it.

B. Damage. Any person who damages a fire hydrant shall be responsible for its complete repair and return to service. Any person damaging the fire hydrant shall be subject to penalties provided for in this chapter or in law.

NOTES FROM CITY ATTORNEY ON SUGGESTED CHANGES

C. Moving. Any party desiring to change the size, type or location of a fire hydrant shall bear all costs of such changes. Any changes in the size, type or location of a fire hydrant shall be approved by the department and by the city fire department of the city.

13.04.350 Easement and right-of-way.

Each applicant and customer gives and grants to the city an easement and right-of-way on and across his property for the installation of water connections, water extensions and water mains and the necessary valves and equipment used in connection therewith.

13.04.360 Experiments and innovations.

Nothing in this chapter shall be construed to prohibit the use of experimental and/or innovative processes or procedures for water service. The operation of such device, process or procedure shall have the prior approval of the public works committee of or the city council. The committee shall approve all such devices, processes and procedures that are not in conflict with the health and welfare of the city. Applications for approval of such devices, processes and procedures shall be made to the public works director and appeal from a decision of the public works committee shall be to the council as a whole.

Comment [p13]: Only a quorum is ever needed, not a whole council.

13.04.370 Suspension of provisions.

No employee of the department is authorized to suspend or alter any of the provisions hereof without specific approval or direction of the city council, except in cases of emergency involving a danger of loss of life or property or which would place the water system operation in jeopardy.

13.04.380 Administration and enforcement.

This chapter shall be administered and enforced by the city manager. The city council shall have the authority to establish and regulate monthly rates for water service pursuant to AS 29.48. All rates and other charges adopted by the council shall be by ordinance and available for public inspection during regular business hours at the office of the city clerk. All moneys collected for water services will be separately accounted for by the city finance director and used for such purposes and disbursed by the council as it deems appropriate. The city council may adopt such additional regulations, resolutions, orders, provisions and procedures pertaining to water service as it deems proper.

13.04.390 Violation – Penalty.

Any person violating any of the provisions of the chapter shall, upon conviction thereof, be punished by a fine not exceeding five hundred dollars (\$500). Each day that a person violates any section of this chapter shall be considered a separate violation, or by imprisonment in the city jail for a period not exceeding thirty (30) days, or by both such fine and imprisonment.

Comment [p14]: We do not have a City jail

SECTION 3. Effective Date. This section shall become effective immediately upon the passage by City Council.

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

Joseph A. Klejka, Mayor

Ordinance #14-08
10 of 11

City of Bethel, Alaska

NOTES FROM CITY ATTORNEY ON SUGGESTED CHANGES
ATTEST:

Lori Strickler, City Clerk

Introduced by: Lee Foley, City Manager
Date: March 11, 2014
Action:
Vote:

CITY OF BETHEL, ALASKA

Resolution # 14-05

A RESOLUTION BY THE BETHEL CITY COUNCIL OPPOSING THE BETHEL YARD DOCK PROJECT PERMIT APPLICATION AS PRESENTED TO THE U.S. ARMY CORPS OF ENGINEERS ALASKA DISTRICT

- WHEREAS**, Knik Construction Co., Inc. filed a permit application with the U.S. Army Corps of Engineers Alaska District to request approval of a dock construction project (reference number POA-2014-64) called "Bethel Yard Dock;"
- Whereas**, the U.S. Army Corps of Engineers disseminated information on the project through a *Public Notice of Application for Permit* dated February 19, 2014 and is requesting comments;
- WHEREAS**, the proposed work is to construct an open-cell steel sheetpile bulkhead approximately 1,150 linear feet long that would occupy approximately 850 linear feet of the Kuskokwim River shoreline;
- WHEREAS**, the proposed dock would project out from the west bank and into the Kuskokwim River approximately 100 linear feet and take up another 50-100 linear feet when a barge and tug are tied up along the dock—effectively choking off the river for use by other barges, tugs, and large vessels, especially the deepest part of the river;
- WHEREAS**, the "choke point" is magnified by the fact that the east bank of the Kuskokwim River, located opposite the proposed dock, is shallow and will increasingly become shallower due to the natural flow of the river;
- WHEREAS**, pilot boats guiding ocean-going barges and smaller river barges will face difficulty navigating the Kuskokwim River between the Bethel Yard Dock that juts 100 feet out from the shoreline and an ocean-going barge 100 feet wide tied up alongside it;
- WHEREAS**, the potential danger with the proposed project is illustrated by the City's Petro Dock experience, in which several pilot boats and barges coming downriver and carried east by the current have nearly collided with the City's Petro Dock, and it only extends into the river 50 feet;

Introduced by: Lee Foley, City Manager
Date: March 11, 2014
Action:
Vote:

WHEREAS a bulkhead constriction in the Kuskokwim River during the busy summer-only barge season is likely to cause barges to have to stay upriver or downriver of the choke point and wait for appropriate high tide water or for moored barges on the yard dock to leave before they can safely navigate past the Bethel Yard Dock;

WHEREAS, barge delays will result in higher transportation costs and therefore higher product and petroleum product costs for residents of the YK Delta region;

WHEREAS, the proposed bulkhead promises to make night-time marine navigation especially treacherous, especially when compounded with naturally occurring environmental conditions affecting visibility, like cloud cover, fog, rain and snow;

WHEREAS, the City of Bethel fears that the proposed dock will adversely affect the natural river channel and negatively impact the City's seawall, Petro Port, City Dock, or opposite bank through severe scouring or shoaling, and recommends that a hydrology study coupled with a navigation study be conducted;

WHEREAS, the City has anecdotal evidence that a dock and moored barge jutting into the river 200 feet is too far: when Knik parked its 200-foot barge nose to shore over the years to load and off-load, local boaters would often complain to the City and say, "the barge is blocking the river," and the complaints were more emphatic when darkness was involved;

NOW, THEREFORE, BE IT RESOLVED, that the City of Bethel is opposed to the Bethel Yard Dock as designed and presented in the U.S. Army Corps of Engineers Notice of Application for State Water Quality Certification dated February 19, 2014 and is hopeful that the project can be redesigned to accommodate the concerns expressed herein.

ENACTED THIS 11th DAY OF MARCH 2014 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Joseph Klejka, Mayor

ATTEST:

Lori Strickler, City Clerk



US Army Corps
of Engineers
Alaska District

Public Notice of Application for Permit

ANCHORAGE
Regulatory Division (1145)
CEPOA-RD
Post Office Box 6898
JBER, Alaska 99506-0898

PUBLIC NOTICE DATE: February 19, 2014
EXPIRATION DATE: March 19, 2014
REFERENCE NUMBER: POA-2014-64
WATERWAY: Kuskokwim River

Interested parties are hereby notified that a Department of the Army permit application has been received for work in waters of the United States as described below and shown on the enclosed project drawings.

Comments on the described work, with the reference number, should reach this office no later than the expiration date of this Public Notice to become part of the record and be considered in the decision. Please contact Estrella Campellone at (907) 753-2518, toll free from within Alaska at (800) 478-2712, by fax at (907) 753-5567, or by email at Estrella.f.campellone@usace.army.mil if further information is desired concerning this notice.

APPLICANT: Mr. Dan Hall, Knik Construction Co., Inc.; Phone number (907) 245-1865; Fax: (907) 245-1744.

AGENT: Mr. Tom Mortensen, Tom Mortensen Associates LLC.; Phone number (907) 345-3400; Email: om@mortensen.com.

LOCATION: The project site is located within Section 17 T. 8 N., R. 71 W., Seward Meridian; USGS Quad Bethel D-8; Latitude 60.7790° N., Longitude 161.7756° W.; Bethel Yard Dock, approximately two (2) miles downstream of the Bethel Boat Harbor, near Bethel, Alaska.

PURPOSE: The applicant's stated purpose is to improve efficiency and safety on cargo barge operations at the Knik Construction Cargo Yard, also known as the Bethel Yard Dock (BYD). The proposed project would also prevent erosion of the river bank at the beach barge docking area and upland yards.

PROPOSED WORK: To construct an open-cell steel sheetpile bulkhead along approximately 850 linear feet of the Kuskokwim River shoreline at an average depth of -20 feet Mean Lower Low Water (MLLW). The total length of the sheetpile would be approximately 1,150 linear feet. Approximately 40,000 cubic yards of sand gravel fill and 1,600 cubic yards of riprap armor rock would be placed in 2.9 acres below the High Tide Line (HTL). Sand and gravel would be placed behind the face sheets and the riprap at both ends of the bulkhead.

All work would be performed in accordance with the enclosed plan (sheets 1-3), dated January 31, 2014.

APPLICANT PROPOSED MITIGATION:

a. Avoidance: The proposed bulkhead cargo dock would improve BYD operations; therefore, it needs to be placed at the proposed location. To avoid maintenance dredging in the Kuskokwim River channel, the dock would be placed at a depth of approximately -20 MLLW. The size for the barge docking and cargo transfer along the dock face is the minimum necessary to satisfy the needs of BYD.

b. Minimization: Minimization of project impacts includes the use of best management practices to contain erosion, use of vibratory pile hammers, and placement of clean sand and gravel fill material behind the sheet pile wall to minimize the amount of suspended sediment. Riprap would be used at both ends of the bulkhead cargo dock to minimize potential erosion problems in the future.

c. Compensatory Mitigation: The applicant believes the project minimization is appropriate and applicable for part of the mitigation. The applicant proposes In-Lieu-Fee compensatory mitigation for unmitigated losses associated to the permanent loss of 2.9 acres of shoreline and riverine habitat along the Kuskokwim River.

WATER QUALITY CERTIFICATION: A permit for the described work will not be issued until a certification or waiver of certification, as required under Section 401 of the Clean Water Act (Public Law 95-217), has been received from the Alaska Department of Environmental Conservation.

CULTURAL RESOURCES: The latest published version of the Alaska Heritage Resources Survey (AHRs) has been consulted for the presence or absence of historic properties, including those listed in or eligible for inclusion in the National Register of Historic Places. There are no listed or eligible properties in the vicinity of the worksite. Consultation of the AHRs constitutes the extent of cultural resource investigations by the District Commander at this time, and he is otherwise unaware of the presence of such resources. This application is being coordinated with the State Historic Preservation Office (SHPO). Any comments SHPO may have concerning presently unknown archeological or historic data that may be lost or destroyed by work under the requested permit will be considered in our final assessment of the described work.

ENDANGERED SPECIES:

We have determined the described activity would have no effect on any listed or proposed threatened or endangered species, and would have no effect on any designated or proposed critical habitat, under the Endangered Species Act of 1973 (87 Stat. 844). Therefore, no consultation with the U.S. Fish and Wildlife Service or the National Marine Fisheries Service is required. However, any comments they may have concerning endangered or threatened wildlife or plants or their critical habitat will be considered in our final assessment of the described work.

ESSENTIAL FISH HABITAT: The Magnuson-Stevens Fishery Conservation and Management Act, as amended by the Sustainable Fisheries Act of 1996, requires all Federal agencies to consult with the NMFS on all actions, or proposed actions, permitted, funded, or undertaken by the agency, that may adversely affect Essential Fish Habitat (EFH).

The project area is within the known range of all 5 species of salmon (Chinook, Chum, Coho, Pink, and Sockeye) and other species such as Arctic lamprey, Humpback whitefish, Least cisco, Pacific lamprey, Sheefish, and whitefish.

We are currently gathering information regarding these species and have yet to make a determination of effect. Should we find that the described activity may affect the species listed above, we will follow the appropriate course of action under Section 305(b)(2) of the Magnuson-Stevens Act. Any comments the National Marine Fisheries Service may have concerning essential fish habitat will be considered in our final assessment of the described work.

TRIBAL CONSULTATION: The Alaska District fully supports tribal self-governance and government-to-government relations between Federally recognized Tribes and the Federal government. Tribes with protected rights or resources that could be significantly affected by a proposed Federal action (e.g., a permit decision) have the right to consult with the Alaska District on a government-to-government basis. Views of each Tribe regarding protected rights and resources will be accorded due consideration in this process. This Public Notice serves as notification to the Tribes within the area potentially affected by the proposed work and invites their participation in the Federal decision-making process regarding the protected Tribal right or resource. Consultation may be initiated by the affected Tribe upon written request to the District Commander during the public comment period.

PUBLIC HEARING: Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider this application. Requests for public hearings shall state, with particularity, reasons for holding a public hearing.

EVALUATION: The decision whether to issue a permit will be based on an evaluation of the probable impacts, including cumulative impacts of the proposed activity and its intended use on the public interest. Evaluation of the probable impacts, which the proposed activity may have on the public interest, requires a careful weighing of all the factors that become relevant in each particular case. The benefits, which reasonably may be expected to accrue from the proposal, must be balanced against its reasonably foreseeable detriments. The outcome of the general balancing process would determine whether to authorize a proposal, and if so, the conditions under which it will be allowed to occur. The decision should reflect the national concern for both protection and utilization of important resources. All factors, which may be relevant to the proposal, must be considered including the cumulative effects thereof. Among those are conservation, economics, aesthetics, general environmental concerns, wetlands, cultural values, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shore erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, considerations of property ownership, and, in general, the needs and welfare of the people. For activities involving 404 discharges, a permit will be denied if the discharge that would be authorized by such permit would not comply with the Environmental Protection Agency's 404(b)(1) guidelines. Subject to the preceding sentence and any other applicable guidelines or criteria (see Sections 320.2 and 320.3), a permit will be granted unless the District Commander determines that it would be contrary to the public interest.

The Corps of Engineers is soliciting comments from the public; Federal, State, and local agencies and officials; Indian Tribes; and other interested parties in order to consider and evaluate the impacts of this proposed activity. Any comments received will be considered by the Corps of Engineers to determine whether to issue, modify, condition or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act. Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

AUTHORITY: This permit will be issued or denied under the following authorities:

(X) Perform work in or affecting navigable waters of the United States – Section 10 Rivers and Harbors Act 1899 (33 U.S.C. 403).

(X) Discharge dredged or fill material into waters of the United States – Section 404 Clean Water Act (33 U.S.C. 1344). Therefore, our public interest review will consider the guidelines set forth under Section 404(b) of the Clean Water Act (40 CFR 230).

District Commander
U.S. Army, Corps of Engineers

Enclosures

NOTICE TO EDITORS:

This public notice is provided as background information and is not a request or contract for publication.

NOTICE TO POSTMASTERS:

It is requested that this notice be conspicuously and continually placed until the expiration date.

**Project drawings
are available online at:**

<http://www.poa.usace.army.mil/Missions/Regulatory/PublicNotices.aspx>

STATE OF ALASKA

DEPT. OF ENVIRONMENTAL CONSERVATION
DIVISION OF WATER
401 Certification Program
Non-Point Source Water Pollution Control Program

DEPARTMENT OF ENVIRONMENTAL CONSERVATION
WQM/401 CERTIFICATION
555 CORDOVA STREET
ANCHORAGE, ALASKA 99501-2617
PHONE: (907) 269-7564/FAX: (907) 334-2415

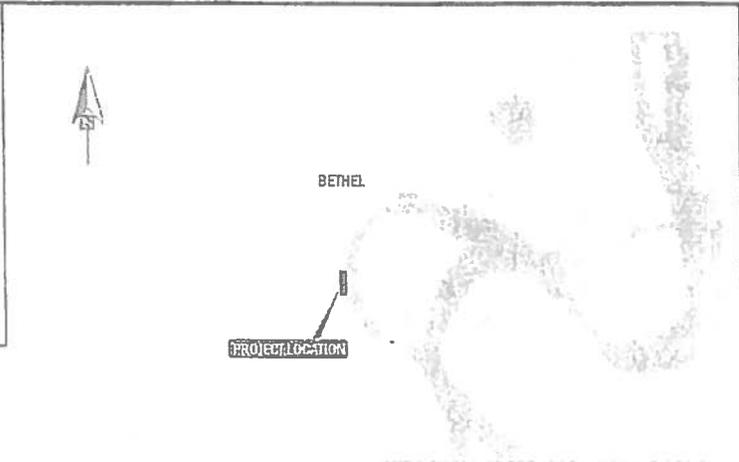
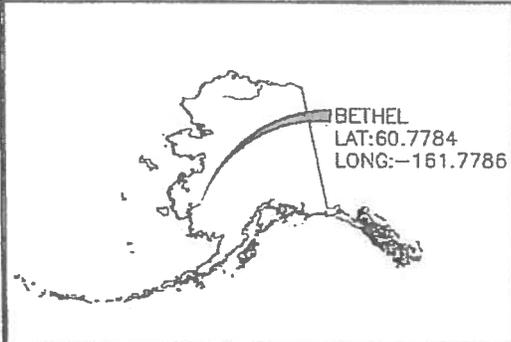
NOTICE OF APPLICATION FOR STATE WATER QUALITY CERTIFICATION

Any applicant for a federal license or permit to conduct an activity that might result in a discharge into navigable waters, in accordance with Section 401 of the Clean Water Act of 1977 (PL95-217), also must apply for and obtain certification from the Alaska Department of Environmental Conservation that the discharge will comply with the Clean Water Act, the Alaska Water Quality Standards, and other applicable State laws. By agreement between the U.S. Army Corps of Engineers and the Department of Environmental Conservation, application for a Department of the Army permit to discharge dredged or fill material into navigable waters under Section 404 of the Clean Water Act also may serve as application for State Water Quality Certification.

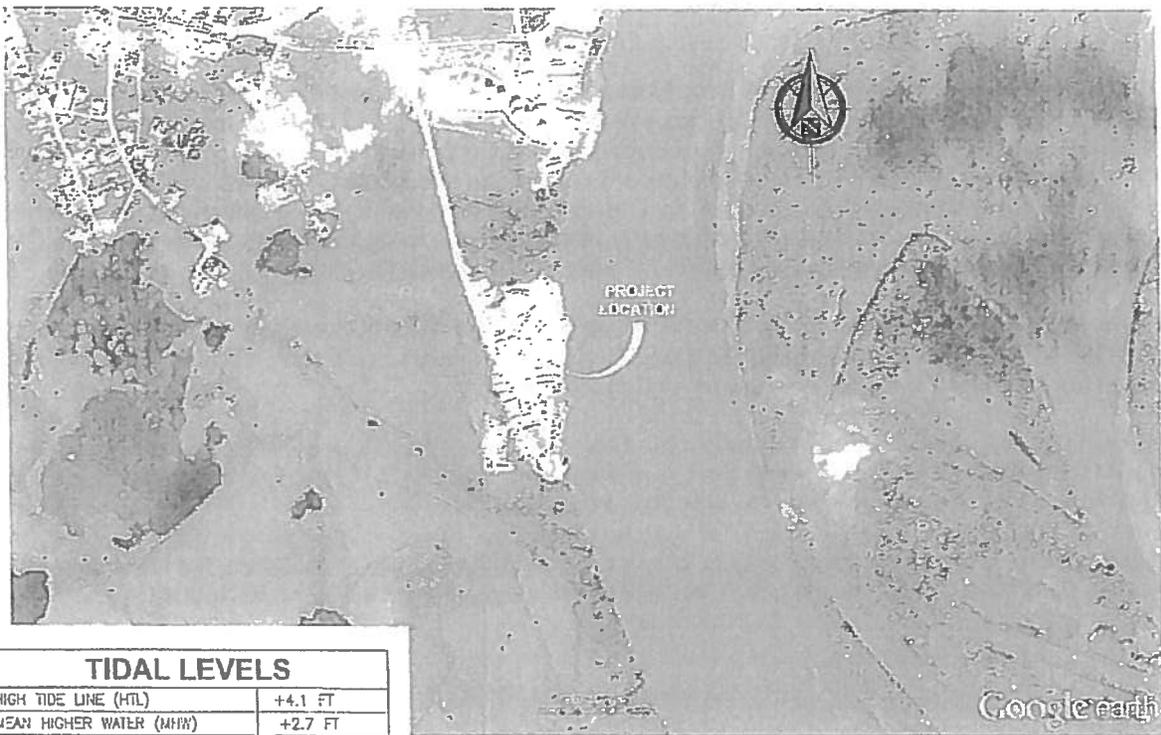
Notice is hereby given that the application for a Department of the Army Permit described in the Corps of Engineers' Public Notice No. POA-**2014-64, Kuskokwim River**, serves as application for State Water Quality Certification from the Department of Environmental Conservation.

After reviewing the application, the Department may certify there is reasonable assurance the activity, and any discharge that might result, will comply with the Clean Water Act, the Alaska Water Quality Standards, and other applicable State laws. The Department also may deny or waive certification.

Any person desiring to comment on the project, with respect to Water Quality Certification, may submit written comments to the address above by the expiration date of the Corps of Engineer's Public Notice.



LOCATION MAP



TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

PURPOSE:
SHEET PILE DOCK FOR EROSION
PROTECTION, NAVIGATION SAFETY,
AND FREIGHT TRANSFFR.

DATUM: MLLW= 0.0

SEC.017 T8W R17W
LAT: 60.7784
LONG: -161.7786

VICINITY MAP

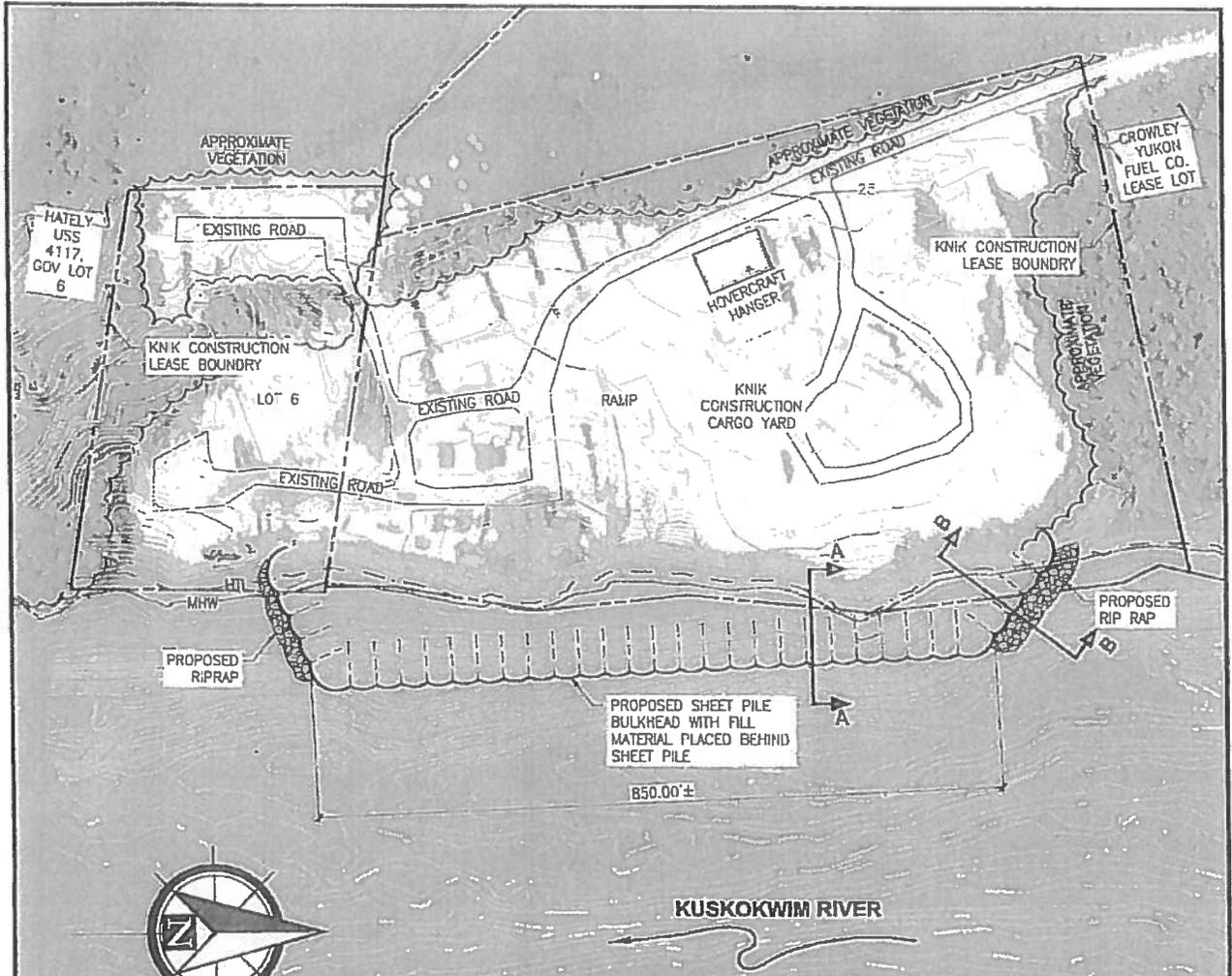
KNIK CONSTRUCTION CO. INC
6441 SOUTH AIRPARK PLACE
ANCHORAGE, AK 99502

01/31/14

**KNIK CONSTRUCTION
BETHEL YARD DOCK**

AT: BETHEL, AK
IN: KUSKOKWIM RIVER

SHEET 1 of 3



NOTE:
BATHYMETRY SURVEY PERFORMED OCTOBER 2013

TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

QUANTITIES			
	FILL (CY)	RIPRAP (CY)	FOOTPRINT (ACRE)
TOTAL	88,000	1,900	3.5
BELOW HTL	40,000	1,600	2.9
BELOW MHW	36,000	1,350	2.4

PURPOSE:
SHEET PILE DOCK FOR EROSION PROTECTION, NAVIGATION SAFETY, AND FREIGHT TRANSFER.

DATUM: MLLW= 0.0

SEC.017 T8W R17W
LAT: 60.7784
LONG: -161.7786

SITE PLAN

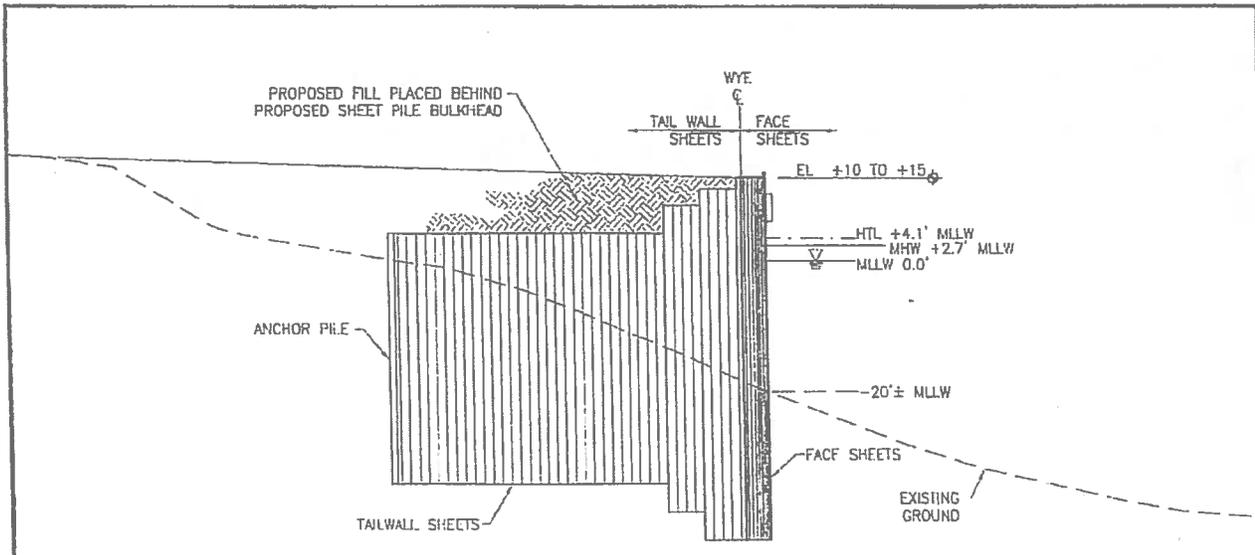
KNIK CONSTRUCTION CO. INC
6441 SOUTH AIRPARK PLACE
ANCHORAGE, AK 99502

01/31/14

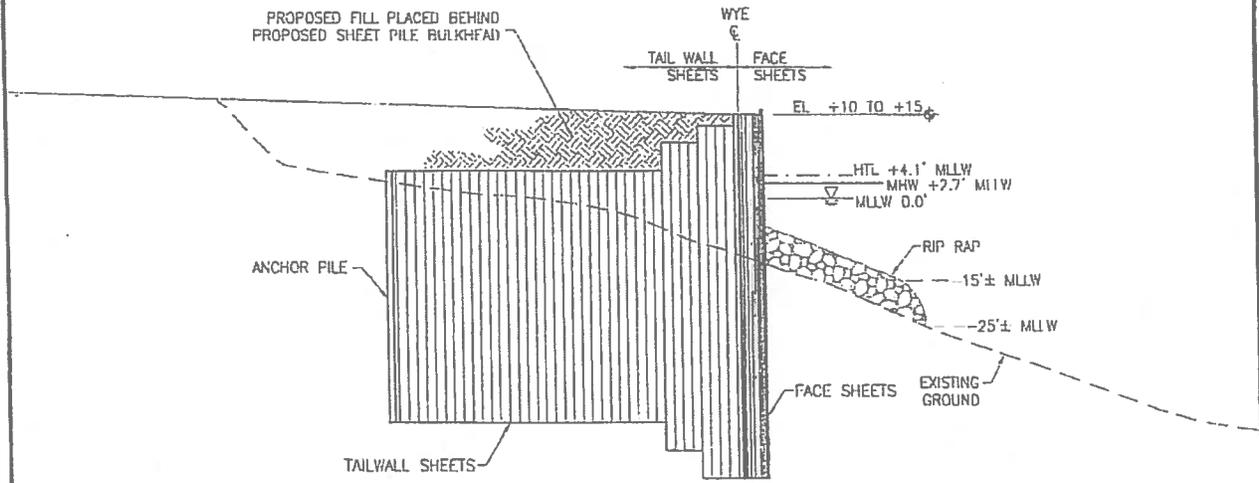
**KNIK CONSTRUCTION
BETHEL YARD DOCK**

AT: BETHEL, AK
IN: KUSKOKWIM RIVER

SHEET 2 of 3



SECTION A-A



SECTION B-B

TIDAL LEVELS	
HIGH TIDE LINE (HTL)	+4.1 FT
MEAN HIGHER WATER (MHW)	+2.7 FT
MEAN LOWER LOW WATER (MLLW)	+0.0 FT

PURPOSE:
SHEET PILE DOCK FOR EROSION PROTECTION, NAVIGATION SAFETY, AND FREIGHT TRANSFER.

DATUM: MLLW= 0.0
SEC.017 T8W R17W
LAT: 60.7784
LONG: -161.7786

SECTIONS

KNIK CONSTRUCTION CO. INC
6441 SOUTH AIRPARK PLACE
ANCHORAGE, AK 99502

01/31/14

**KNIK CONSTRUCTION
BETHEL YARD DOCK**

AT: BETHEL, AK
IN: KUSKOKWIM RIVER

SHEET 3 of 3

City of Bethel Action Memorandum

Action memorandum No.	14-23		
Date action introduced:	March 11, 2014	Introduced by:	Council Member Pike
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Direct the Administration to offer a donation of 40,000 air miles to sponsor Teens Acting Against Violence, in their June, 2014 Outward Bound trip.

Route to Department/Individual	Initials	Remarks
Administration/Lee M. Foley		
Finance Detp./ Hansel Mathlaw		
City Clerk'S Ofc./Lori Strickler		

Attachment(s):

Request from Teens Acting Against Violence for donations to help fund their 2014 Outward Bound trip.

Amount of fiscal impact	Description	Account information
20,000 Alaska Airline Miles	The donation of 20,000 would come from the City's Alaska Airline, EzBiz account bringing the total bank Alaska Airlines miles from 38,506 to 18,506.	Not designated to any account

Summary statement

As requested, the City Council is approving the donation of a one way ticket not to exceed 20,000 Alaska Airline miles, towards the TAAV Outward Bound trip to Maine scheduled in June, 2014.

To transfer miles to another organization, unless that organization has been previously set up in the Alaska Airlines donation option, the City would have to pay \$10 per 1,000 plus a \$25 processing fee. With the extra costs associated with the transfer of miles, the City of Bethel requests TAAV provide the travel information of one TAAV volunteer to the City Clerk's Office as soon as possible to allow the City to make the arrangements of a one way ticket on behalf of the traveler.

The City of Bethel recognizes and applauds the outreach these young people provide to our community and region in the prevention of domestic violence and sexual assault, and would like to support them in their efforts.

**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,

A handwritten signature in cursive script, appearing to read "Katherine D'Onfro" and "Bridget Power". The signature is written in black ink and is positioned above the typed names of the signatories.

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



City of Bethel Action Memorandum

Action memorandum No.	14-24		
Date action introduced:	March 11, 2014	Introduced by:	Council Member Whitney
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Direct Administration to provide notice to the family of Balassa Nicholai that the home contained in Lot 1-A Block 16, USS 3230 A&B must be demolished or relocated by July 1, 2014.

Route to Department/Individual	Initials	Remarks
Administration/Lee M. Foley		
Finance Dept./ Hansel Mathlaw		
City Clerk'S Ofc./Lori Strickler		
Planning Dept./ Rachael Pitts		

Attachment(s):

Warranty Deed with Reverter, dated May 6, 1981
 Quitclaim Deed to Balassa Nicholai dated June 17, 1999
 Supplemental Plat, Lot 1, Block 16
 Communications to the daughter of Balassa Nicholai, Marie Nicholai dated August 23, 2013 and September 16, 2013.

Amount of fiscal impact	Description	Account information
Unknown		

Summary statement

In 1981, the City transferred real property contained in Lot 1-A Block 16, USS 3230 A & B to the Association of Village Council Presidents (AVCP) for the exclusive use of residential development. Conditions were placed on the transfer. In order to retain the land, AVCP was required to build a residential structure. After the structure was completed, should it ever be destroyed by fire or after the death of the original occupant, the said parcel was to immediately revert back to the City of Bethel.

After AVCP completed construction of a home on the property, the property was granted through a quitclaim deed, to Balassa Nicholai. This occurred in June of 1999. Ms. Balassa Nicholai passed away in 2013.

With the unfortunate passing of Ms. Balassa Nicholai, the City is required to go through the process of reacquiring the parcel of property. However, there is question on how to

City of Bethel Action Memorandum

Action memorandum No.	14-24		
Date action introduced:	March 11, 2014	Introduced by:	Council Member Whitney
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

handle the home located on the property since it is not under the City's ownership but instead belongs to the heirs of Balassa Nicholai.

The City Attorney has contacted one of Ms. Nicholai's children, Maria Nicholai, informing her of the City's requirement to regain the rights to the land and providing notice that at some point in the near future, the family would be required to remove the home located on the property so the City could reclaim its land.

The City of Bethel has not heard back from the Nicholai family following the September 16, 2013 correspondence, and is now required to take further steps in determining how to proceed with the acquisition of the property and the relocation of the constructed home.

To provide the family enough time to coordinate the move or sale of the home, the City Attorney recommends the family be contacted again and that they be given a definitive timeline for removing the home from the property. It is suggested that a deadline of June 30, 2014 would give the family sufficient time and would allow for the home to be moved in the summer months. The family can then decide to sell the home and have it moved, keep the home and have it moved or demolish the home.

WARRANTY DEED WITH REVERTER

THE GRANTOR, the City of Bethel, a municipal corporation, for and in consideration of the sum of ten (10.00) dollars and other good and valuable consideration in hand paid, the receipt of which is acknowledged, conveys and warrants to the Association of Village Council Presidents, the following real property, situated in the Bethel Recording District, Fourth Judicial District, State of Alaska, to wit:

All of its right, title and interest in the property contained in Lot 1-A Block 16, USS 3230 A & B located in the City of Bethel, Alaska, Bethel Recording District, Fourth Judicial District, State of Alaska

Said real property is warranted and conveyed to the grantee and is to be used exclusively for the purpose of residential development.

In the event that the Grantee, Association of Village Council Presidents, does not build a residential structure by January 1, 1983, or if said structure is destroyed by fire after completion, or at any time after the death of the original occupant, said parcel shall immediately revert back to the Grantor, the City of Bethel.

DATED this 6th day of MAY, 1981.

THE CITY OF BETHEL

BY: Anthony L. Stigall

ITS: City Planner

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

SS:

THIS IS TO CERTIFY that on this 6 day of _____, 1981, before me a Notary Public in and for the State of Alaska, personally appeared Anthony L. Stigall, known to be the persons who executed the foregoing document.

WITNESS my hand and official seal the day and year last above written

Alai A. Jennings
Notary Public in and for Alaska

My Commission Expires: 11/21/83

GRANTEE'S ADDRESS:
Box 209
Bethel, AK. 99559

81-0305
8-
RECORDED FILED
BETHEL RECORDING
DISTRICT

MAY 18 9 48 AM '81
REQUESTED BY City of Bethel
ADDRESS _____

STATUTORY QUITCLAIM DEED SUBJECT TO CONDITIONS

THE GRANTOR, Association of Village Council Presidents, Inc., whose mailing address is: Box 219, Bethel, Alaska 99559, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid the receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS to Balassa Nicholai, a widow, whose mailing address is: Box 123, Bethel, Alaska 99559, all interest, which it has, if any, in the following described real estate located in the Bethel Recording District, Fourth Judicial District, State of Alaska, to-wit:

Lot 1A, Block 16, U.S. Survey 3230, A & B, filed under Plat Number 80-19, Records of the Bethel Recording District, Fourth Judicial District, State of Alaska.

THIS CONVEYANCE IS MADE SUBJECT TO AND ON THE CONDITION, that the reversion of ownership stated in the Warranty Deed with Reverter, filed in the Bethel Recording District, on May 18, 1981, in Book 29, Page 486, remains in effect and all the rights, title, and interest of the City of Bethel remain undisturbed by this CONVEYANCE.

DATED this 17th day of June, 1999.

[Signature]
Myron P. Naneng, Sr., President

STATE OF ALASKA)
)ss
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on this 17th day of June, 1999, by Myron P. Naneng, Sr., the President of Association of Village Council Presidents, Inc., who executed the foregoing for the purpose stated herein.

001122
15cc

RECORDED-FILED
BETHEL RECORDING
DISTRICT

JUN 18 10 37 AM '99

REGISTERED BY *Mary Nailon*
ADDRESS _____

[Signature]
Notary Public in and for the State of Alaska
My Commission Expires 03-16-2002
GIBBS ROLAND
Notary Public, State of Alaska

After Recording return to
Balassa Nicholai
PO Box 123
Bethel, AK. 99559



CITY OF BETHEL

CITY ATTORNEY'S OFFICE

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907-543-2047

FAX: 907-543-2936

August 23, 2013

Marie Nicholai
1564 Pioneer Peek
Wasilla AK 99654



Re: Balassa Nicholai's Home

Dear Ms. Nicholai:

The City was saddened to hear about the passing of both your mother and brother and wish to extend our condolences to you. I did not know your brother but was blessed to have met your mother and enjoyed my limited time with her. She was a very pleasant woman who always had a funny story to tell me.

ONC recently contacted the City to inquire about the possibility of you turning your mother's home into a rental property. This has unfortunately put the City into the need to contact you about the property much sooner than we had hoped to do so. Out of respect for your family we had really hoped to wait a while longer but the situation now requires us to address the inquiry.

As you are aware from prior discussion with the City Clerk, upon the passing of your mother, the land underneath the home reverts (returns) back to the City. Therefore, while you are free to rent the home, the home must be on another piece of land before it can be rented. The City does not wish to be insensitive at this difficult time and does desire to give you adequate time to make the necessary decisions and arrangements regarding the home. I am sure it cannot be easy with you living in the Valley and the home being over here.

Please be assured that the City will not be forcing you off the land in a hurry. While we will ultimately reclaim the land as per the Deed agreement, we do wish to give you a reasonable amount of time to take care of your mother's estate and to decide what you wish to do regarding the home. All that we ask is that you keep us informed of your plans and that you not rent the home as that would violate the Deed.



CITY OF BETHEL

CITY ATTORNEY'S OFFICE

P.O. Box 1388

Bethel, Alaska 99559

Phone: 907-543-2047

FAX: 907-543-2936

September 16, 2013

Marie Nicholai
1564 Pioneer Peek
Wasilla AK 99654

Re: Balassa Nicholai's Home

Dear Ms. Nicholai:

I passed on your request to purchase the property to the City Manager. He felt it would be best if you or any of your family members would write a letter to the City Council expressing your desire to purchase the property. Often, a letter from the family carries much greater strength than a request from an employee of the City.

It would be appreciated if you, or a member of your family could please write a letter that we could present to the City Council on your behalf. That way they can be clear as to your desire to purchase the property and can have something official to base their decision on.

Thank you for your understanding.

Sincerely,

Patty Burley
City Attorney

City of Bethel Action Memorandum

Action memorandum No.	14-25		
Date action introduced:	March 11, 2014	Introduced by:	Vice-Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Direct the City Manager to submit any and all City of Bethel business related emails as requested by the City's third party attorney in conjunction with the internal investigation.

Route to Department/Individual	Initials	Remarks
Administration/Lee M. Foley		

Attachment(s):

Amount of fiscal impact	Description	Account information
None		

Summary statement

Upon the direction by the City Council on February 11, 2014, the City Attorney hired an investigator and third party attorney to look into allegations of wrong doing within the City. In conjunction with this authorized investigation of city business, the third party attorney provided a list of documents to the City's Administration that were to be supplied to help facilitate the investigative process. Amongst the list of documents requested were email communications between the city manager with personnel and constituents.

Although City Manager Foley has stated he has no problem releasing emails from him, he has requested a legal opinion from former City Attorney, Michael Gatti to insure Mr. Foley will not be personally liable for the emails from other parties.

Alaska Statutes Title 40.21.150 defines a "record" as:

"any document, paper, book, letter, drawing, map, plat, photo, photographic file, motion picture film, microfilm, microphotograph, exhibit, magnetic or paper tape, punch card, electronic record, or other document of any other material, regardless of physical form or characteristic, developed or received under law or in connection with the transaction of official business and preserved or appropriate for preservation by an agency or political subdivision, as evidence of the organization, function, policy, decisions, procedures, operations, or other

City of Bethel Action Memorandum

Action memorandum No.	14-25		
Date action introduced:	March 11, 2014	Introduced by:	Vice-Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

activities of the state or political subdivision or because of the information value in them; the term does not include library and museum material developed or acquired and preserved solely for reference, historical, or exhibition purposes, extra copies of documents preserved solely for convenience of reference, or stocks of publications and processed documents.

Additionally, Alaska Statutes Title 40.25.110. Public Records Open to Inspection and Copying Fees, states:

(a) Unless specifically provided otherwise, the public records of all public agencies are open to inspection by the public under reasonable rules during regular office hours. The public officer having the custody of public records shall give on request and payment of the fee established under this section or AS 40.25.115 a certified copy of the public record.

There are exemptions provided under the Alaska Statutes, public records disclosure law which are identified under Alaska Statutes Title 40.25.120, Public Records; Exceptions; Certified Copies:

(a) Every person has a right to inspect a public record in the state, including public records in recorders' offices, except

- (1) records of vital statistics and adoption proceedings, which shall be treated in the manner required by AS 18.50;
- (2) records pertaining to juveniles unless disclosure is authorized by law;
- (3) medical and related public health records;
- (4) records required to be kept confidential by a federal law or regulation or by state law;
- (5) to the extent the records are required to be kept confidential under 20 U.S.C. 1232g and the regulations adopted under 20 U.S.C. 1232g in order to secure or retain federal assistance;
- (6) records or information compiled for law enforcement purposes, but only to the extent that the production of the law enforcement records or information
 - (A) could reasonably be expected to interfere with enforcement proceedings;
 - (B) would deprive a person of a right to a fair trial or an impartial adjudication;
 - (C) could reasonably be expected to constitute an unwarranted invasion of the personal privacy of a suspect, defendant, victim, or witness;
 - (D) could reasonably be expected to disclose the identity of a confidential source;

City of Bethel Action Memorandum

Action memorandum No.	14-25		
Date action introduced:	March 11, 2014	Introduced by:	Vice-Mayor Robb
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

- (E) would disclose confidential techniques and procedures for law enforcement investigations or prosecutions;
- (F) would disclose guidelines for law enforcement investigations or prosecutions if the disclosure could reasonably be expected to risk circumvention of the law; or
- (G) could reasonably be expected to endanger the life or physical safety of an individual;
- (7) names, addresses, and other information identifying a person as a participant in the Alaska Higher Education Savings Trust under AS 14.40.802 or the advance college tuition savings program under AS 14.40.803 - 14.40.817;
- (8) public records containing information that would disclose or might lead to the disclosure of a component in the process used to execute or adopt an electronic signature if the disclosure would or might cause the electronic signature to cease being under the sole control of the person using it;
- (9) [See delayed repeal note]. reports submitted under AS 05.25.030 concerning certain collisions, accidents, or other casualties involving boats;
- (10) records or information pertaining to a plan, program, or procedures for establishing, maintaining, or restoring security in the state, or to a detailed description or evaluation of systems, facilities, or infrastructure in the state, but only to the extent that the production of the records or information
 - (A) could reasonably be expected to interfere with the implementation or enforcement of the security plan, program, or procedures;
 - (B) would disclose confidential guidelines for investigations or enforcement and the disclosure could reasonably be expected to risk circumvention of the law; or
 - (C) could reasonably be expected to endanger the life or physical safety of an individual or to present a real and substantial risk to the public health and welfare;
- (11) the written notification regarding a proposed regulation provided under AS 24.20.105 to the Department of Law and the affected state agency and communications between the Legislative Affairs Agency, the Department of Law, and the affected state agency under AS 24.20.105.
- (12) records that are
 - (A) proprietary, privileged, or a trade secret in accordance with AS 43.90.150 or 43.90.220(e);
 - (B) applications that are received under AS 43.90 until notice is published under AS 43.90.160 .
 - (b) Every public officer having the custody of records not included in the exceptions shall permit the inspection, and give on demand and on payment of the fees under AS 40.25.110 - 40.25.115 a certified copy of the record, and the copy shall in all cases be evidence of the original.

City of Bethel Action Memorandum

Action memorandum No.	14-25		
Date action introduced:	March 11, 2014	Introduced by:	Vice-Mayor Robb
Date action taken:		<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

(c) Recorders shall permit memoranda, transcripts, and copies of the public records in their offices to be made by photography or otherwise for the purpose of examining titles to real estate described in the public records, making abstracts of title or guaranteeing or insuring the titles of the real estate, or building and maintaining title and abstract plants; and shall furnish proper and reasonable facilities to persons having lawful occasion for access to the public records for those purposes, subject to reasonable rules and regulations, in conformity to the direction of the court, as are necessary for the protection of the records and to prevent interference with the regular discharge of the duties of the recorders and their employees.

If, within their investigation of the allegations, the third party attorney reviewed information from the emails provided by City Manager Foley, that is subject to the confidential requirements, they would insure redaction of that material or prevent the release or dissemination of that material to the public.

In accordance with State Law as prescribed under Alaska Statutes Title 40, the Bethel City Council directs City Manager Foley to release any and all emails requested by the third party attorney to help facilitate an efficient investigation of accusations related to the City's operations.

City of Bethel Action Memorandum

Action memorandum No.	14-26		
Date action introduced:	March 11, 2014	Introduced by:	Lee M. Foley
Date action taken:		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Confirmed by:			

SUBJECT/ACTION:

Authorize the City Manager to sign the U.S. Army Corps of Engineers Interagency/Support Agreement with the City of Bethel that directs the Corps to design a construction solution to the City Dock's East Timber Wall for a total current cost of \$380,315.

Route to Department/Individual	Initials	Remarks
Administration/Lee M. Foley		The City Dock's East Timber Wall is at the end of its useful life and must be removed and replaced. The first step in that process is to design a new wall. The City will use \$200,000 in Denali Commission grant funds to help fund the \$380,315 project cost. The cash match remainder (\$180,315) will come from Port of Bethel budgeted accounts.

Attachment(s):

1. Interagency/Support Agreement.

Amount of fiscal impact	Description	Account information
+ \$130,315	Fund 49 Port-Multi-Facility Improvement/Con. Fee's Budget	49-50-646

Summary statement

The City of Bethel has been working on this project since it applied to the Denali Commission for FY 2011 Transportation Program funding. The City was awarded the grant from the Denali Commission in the amount of \$200,000 to pay for the design of a new sheetpile wall. At the time, the City committed \$50,000 as cash match, as required by the Denali Commission grant, to fund the \$250,000 project.

Since that time and with City permission, the Corps of Engineers has led the design effort and administration of funds. In the last few months, the Corps revised the project cost to be \$380,315. The revised cost requires the City to contribute an additional \$130,315. City Budget Ordinance #13-12 details the financial impact.

U.S. ARMY CORPS OF ENGINEERS INTERAGENCY/SUPPORT AGREEMENT (ER 1140-1-211)		1. AGREEMENT NO.							
		2. <input checked="" type="checkbox"/> INITIAL AGREEMENT <input type="checkbox"/> AMENDMENT NO.							
3. PROJECT TITLE Bethel City Dock East Timber Reconstruction Design		4. EFFECTIVE DATE 2014-03-11							
		5. COMPLETION DATE 2015-12-31							
6. NAME AND ADDRESS OF USACE ORGANIZATION Corps of Engineers, Alaska District P.O. Box 6898 JBER, AK 99506-0898		7. NAME AND ADDRESS OF OTHER AGENCY City of Bethel P.O. Box 1388 Bethel, AK 99559							
8. SCOPE OF WORK <i>(Additional pages may be used as needed)</i>									
<p>SCOPE</p> <p>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 Kuskowkim River. The design will include technical specification and drawings, environmental, permitting, and real estate. The features of the design will include preservation 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. This scope does not include contract administration.</p> <p>SCHEDULE: 50% Design for Review 30 June 2015 and Final Design 31 December 2015</p> <p>COST</p> <p>The total cost of the design project is \$380,315, based on the Corps cost working estimate. The cost for the Corps to perform the above scope is \$180,315.</p> <p>Budget breakdown of the Corps level effort:</p> <table border="0"> <tr> <td>Design \$87,200</td> <td>Project Management \$12,940</td> <td>Construction Cost Estimate \$29,000</td> </tr> <tr> <td>Environmental Permits \$11,600</td> <td>Authorization for Construction \$5,000</td> <td>10% Design Contingency \$34,575</td> </tr> </table> <p>There are no government-furnished materials for this project. The Corps will provide all records to the Denali Commission and the City of Bethel upon completion of the project. The rights to the data will belong to the Denali Commission and the City of Bethel.</p> <p>Amendments to the SA will be made if there are major changes to scope, schedule, or budget at the request of either party.</p>				Design \$87,200	Project Management \$12,940	Construction Cost Estimate \$29,000	Environmental Permits \$11,600	Authorization for Construction \$5,000	10% Design Contingency \$34,575
Design \$87,200	Project Management \$12,940	Construction Cost Estimate \$29,000							
Environmental Permits \$11,600	Authorization for Construction \$5,000	10% Design Contingency \$34,575							
9. SPECIAL PROVISIONS <i>(Additional pages may be used as needed)</i>									
<p>a. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.</p> <p>b. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.</p> <p>c. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.</p>									
10. USACE PROJECT OFFICER Randall Bowker, P.E., PMP Chief, Programs and Project Management Division		TELEPHONE 907-753-5728	11. OTHER AGENCY PROJECT OFFICER Lee Foley Administrator						
			TELEPHONE 907-543-2047						
ADDRESS Corps of Engineers, Alaska District P.O. Box 6898 JBER, AK 99506-0898		ADDRESS City of Bethel P.O. Box 1388 Bethel, AK 99559							

12. REPORTS *(Requirements and Frequency)*

Progress Reports shall be submitted on a monthly basis and shall include the following:

- i. Scope - description of work completed in previous month, and work to be completed in current month
- ii. Schedule - schedule update
- iii. Budget - Funds received, obligated and expended to date

13. FUNDS
(Page(s) with cost breakdown may be attached as necessary)

SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
a. USACE AMOUNT			
b. OTHER AGENCY AMOUNT	\$200,000.00	\$180,315.00	\$380,315.00
c. TOTAL PROJECT COST	\$200,000.00	\$180,315.00	\$380,315.00

14. FUNDING

Funds will be provided by:

- a. Transfer Appropriation *(SF 1151, Now-Expenditure Transfer Authorization)*
- Reimbursable Order *(31 USC 1535 - Economy Act)*
- Other *(describe)* Check made out to "FOA, USAED, Alaska District"

b. Appropriation:

15. BILLING

a. Request for payment will be made by: SF 1080 SF 1081 Other *(describe)*

b. Frequency Monthly Quarterly Upon work completion Other *(describe)*

c. Request for payment will cite the following accounting information *(describe necessary documentation)*:

d. Submit to:

16. AUTHORITY

10 U.S.C. 3036(d) *(Chief's Economy Act)*

17. APPROVALS

a. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE Randall Bowker, Ph.D., P.E., PMP Chief, Programs and Project Management Division	SIGNATURE	DATE
b. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR OTHER AGENCY Lee Foley Administrator	SIGNATURE	DATE

Classified Legal Advertisement in Newspapers

Anchorage Daily News
To run Sunday, March 2, 2014

Ad Copy:

The City of Bethel requests quotes for a pipe pile seawall repair project. Sections of 24" diameter steel pipe piles must be cut and welded to approximately 55 sunken piles. Please access Request for Quotes documents on City of Bethel website (www.cityofbethel.org) > Public Notices > Request for Bids/Proposals. Quotes due April 2, 2014.

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF BETHEL
AND
THE DEPARTMENT OF THE ARMY

ARTICLE I - PURPOSE AND AUTHORITY

This Memorandum of Agreement ("MOA") is entered into by and between the U.S. Department of the Army ("DA") and the City of Bethel ("the parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of DA planning, design and construction management services, environmental restoration, contracting, goods and services. This MOA is entered into pursuant to 31 U.S.C. § 6505 (Intergovernmental Cooperation Act).

ARTICLE II - SCOPE

Goods and services which the DA may provide under this MOA include design, contracting, and construction management of the Bethel Small Boat Harbor Improvements, and such other related goods or services as may be agreed upon in the future.

Nothing in this MOA shall be construed to require the City of Bethel to use the DA or to require the DA to provide any goods or services to the City of Bethel, except as may be set forth in Support Agreements ("SA(s)").

ARTICLE III - INTERGOVERNMENTAL COMMUNICATIONS

To provide for consistent and effective communication between the DA and the City of Bethel, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOA. Additional representatives may also be appointed to serve as points of contact on SAs.

ARTICLE IV - SUPPORT AGREEMENTS

In response to requests from the City of Bethel for DA assistance under this MOA, the DA and the City of Bethel shall conclude mutually agreed upon written SAs. Those SAs must be on either Engineer Form 4914-R or similar document containing the same information as Department of Defense Form 1144. SAs must include:

- a detailed scope of work statement;
- schedules;
- funding arrangements [funding must be received in advance of obligation; OMB Circular A-34 does not allow for reimbursement];
- the amount of funds required and available to accomplish the scope of work as stated above; and

-the City of Bethel's fund citation and the date upon which the cited funds expire for obligation purposes;

The following must be addressed in each SA:

- identification of individual project managers;
- identification of types of contracts to be used (if known);
- types and frequencies of reports;
- identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, rights to data, software and intellectual property, and contract audits;
- procedures for amending or modifying the SA; and
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

Goods or services shall be provided under this MOA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. Upon signature by each parties' representative, a SA shall constitute a valid order under Chief's Economy Act. In the case of conflict between this MOA and a SA, this MOA shall control.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the Department of the Army

1. The DA shall provide the City of Bethel with goods or services in accordance with the purpose, terms, and conditions of this MOA and with specific requirements set forth in SAs and implementing arrangements.

2. The DA shall identify authorized DA representatives to sign SAs.

3. The DA shall use its best efforts to provide goods or services either by contract or by in-house effort.

4. The DA shall provide detailed periodic progress, financial, and other reports to the City of Bethel as agreed to in the SA. Financial reports shall include information on all funds received, obligated, and expended and on forecast obligations and expenditures.

5. The DA shall inform the City of Bethel of all contracts entered into under each SA.

B. Responsibilities of the City of Bethel

1. The City of Bethel shall certify, prior to the execution of each SA under this MOA, that the SA complies with the requirements of ER 1140-1-211 for orders under 10 U.S.C. § 3036(d).

2. The City of Bethel shall pay all costs associated with the DA's provisions of goods or services under this MOA and shall certify, at the time of signature of a SA, the availability of funds necessary to accomplish that SA.

3. The City of Bethel shall ensure that only authorized City of Bethel contracting officers sign SAs.

4. The City of Bethel shall develop draft SAs to include scope of work statements.

5. The City of Bethel shall obtain for the DA all necessary real estate interests and access to all work sites and support facilities, and shall perform all coordination with and obtain any permits from state and local agencies, as necessary during the execution of each SA.

ARTICLE VI - FUNDING

The City of Bethel shall pay all costs associated with the DA's provision of goods or services under this MOA. Funds for the services to be provided by the DA shall be deposited to an escrow account at an approved Depository Bank. Funds will be transferred from the escrow account and deposited with the US Treasury prior to incurrence of any obligation by the DA.

The DA shall request transfer of funds from the Escrow Account to the US Treasury in sufficient time to ensure that necessary funds are available within the US Treasury in advance of obligations necessary to the provision of services. Established Federal Government accounting procedures shall be used.

If the DA forecasts its actual costs under a SA to exceed the amount of funds available under that SA, it shall promptly notify the City of Bethel of the amount of additional funds necessary to complete the work under that SA. The City of Bethel shall either provide the additional funds to the DA, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under that SA.

Within 90 days of completing the work under a SA, the DA shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the DA shall return to the City of Bethel any funds advanced in excess of the actual costs as then known, or the City of Bethel shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the City of Bethel's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

ARTICLE VII - APPLICABLE LAWS

This MOA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the DA shall be governed by DA policies and procedures.

ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the DA shall be resolved in accordance with Federal law and the terms of the individual contract. The DA shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 601-613). The Armed Services Board of Contract Appeals (ASBCA) or its successor is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

The DA shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The DA shall notify the City of Bethel of any such litigation and afford the City of Bethel an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

ARTICLE IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the City of Bethel and the DA shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the entity to be agreed upon if and when this method is utilized.

ARTICLE X - RESPONSIBILITY FOR COSTS

If liability of any kind is imposed on the United States relating to the DA's provision of goods or services under this MOA, the DA will accept accountability for its actions, but the City of Bethel shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should the City of Bethel have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, they remain responsible for seeking additional funds.

Notwithstanding the above, this MOA does not confer any liability upon the City of Bethel for claims payable by the DA under the Federal Torts Claims Act. Provided further that nothing in this MOA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this MOA.

ARTICLE XI - PUBLIC INFORMATION

Justification and explanation of the City of Bethel's programs before other agencies, departments, and offices shall be the responsibility of the City of Bethel. The DA may provide, upon request, any assistance necessary to support the City of Bethel's justification or explanations of the City of Bethel's programs conducted under this MOA. In general, the City of Bethel is responsible for all public information. The DA may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The City of Bethel or the DA shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to SAs under this MOA.

ARTICLE XII - MISCELLANEOUS

A. Other Relationships or Obligations

This MOA shall not affect any pre-existing or independent relationships or obligations between the City of Bethel and the DA.

B. Survival

The provisions of this MOA which require performance after the expiration or termination of this MOA shall remain in force notwithstanding the expiration or termination of this MOA.

C. Severability

If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

ARTICLE XIII - AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the City of Bethel shall continue to be responsible for all costs incurred by the DA under this MOA and for the costs of closing out or transferring any on-going contracts.

ARTICLE XIV - EFFECTIVE DATE

This MOA shall become effective when signed by both the City of Bethel and the DA.

City of Bethel

U.S. Department of the Army

Dee M. Foley

DATE: 6/26/12

ABH

DATE: 13 JULY 2012

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.

Lori Strickler
Contract with City of Bethel
Page | 1

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 **ten (10) years.**

- 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.

Comment [Is1]: Changed from three years to ten years.

Section 4. Salary

Employee shall be paid an annual salary at a gross rate of \$**[to be determined by the council upon a satisfactory employment evaluation for 2014]** 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.

Comment [Is2]: Salary amount removed, to be added in upon satisfactory employment evaluation.

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 physician's 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 __ day of _____, 2014.

Employer:

Employee:

By: _____
Joseph Klejka, Mayor
City of Bethel

By: _____
Lori Strickler, City Clerk
City of Bethel

Short Road Around H-Marker Lake

Prepared for Bethel City Council by
John Sargent

Executive Summary

The cost of the City constructing the Road Around H-Marker Lake will cost \$877,597 in total, which includes an in-kind cost of \$65,960 and a cash cost of \$870,896. The reason for the high cash cost is that the City would have to purchase the road implements before it can put its personnel to work with its equipment. The City would also have to purchase professional survey and appraisal services that are not available in-house. The cost of easements is probably the most variable of all estimates provided and may be markedly higher or lower, depending on a myriad of factors.

Short Road Around H-Marker Lake	Builder	New Linear Feet	Construction time	Cost
Extension of Gunder's Way, but circumventing private drive.	City	3,065	2 months	\$877,579
	Contractor	3,065	2 months	\$1,820,752

This paper contains the following new information that was not contained in the previous paper on three road alternatives:

1. Refined cost estimates – added appraisals, easements.
2. Construction estimate from KNIK Construction was provided in written form, containing more detail and consideration.
3. Narrative on easements and how they were estimated.

Planning Commission

The City has a set procedure to develop a new road, which applies to all roads described herein. The road must be surveyed and put on a map as a preliminary plat. The plat must be brought before the Planning Commission for approval. The preliminary plat may require modifications before a final plat is produced and brought before the Planning Commission for approval. Once the Planning Commission approves the final plat, Bethel City Council must approve it.

Easements

The price of easements varies greatly in Bethel and is dependent on many factors, including the amount of land required and the impact the easement has on the future use of the remainder of the parcel. One simple method of ascertaining the value of an easement involves paying for a survey of a land parcel and then paying for an appraisal of the parcel. Once the value of the land is determined, it could be divided by its square feet and this rate could be applied to the amount of square feet needed for the road. In other words, the value of the easement could be equal to the potential sale price of the land by the square foot multiplied by the amount of square feet needed for the road.

The Short Road Around H-Marker Lake would require an easement from two landowners: the Charles Family' native allotment and Bethel Native Corporation. The gravel road designed for this project occupies 3,065 linear feet and 50 feet wide (32 feet of drivable surface + 9 feet on each side for slope). The amount of road space needed for this road is 153,250 sq. ft., with 40,000 sq. ft. needed from the Charles family and 113,250 sq. ft. needed from BNC.

Stan Dunagan, commercial appraiser with Affiliated Appraisers of Alaska, provided four land sales in Bethel that were used to estimate a square foot cost of the easement. Three of the four land sales occurred in or on the perimeter of the donut hole. The cost per acre as a weighted average of the land sales was \$51,821.97 and the cost per square foot was \$1.19. This price was used in the chart below to estimate the cost of two easements.

Easement	Linear Feet	Square Feet	Easement Cost
Charles Family	800	40,000	\$47,587
BNC	2,265	113,250	\$134,730
Total			\$182,317

The purchase of the Charles Family easement will likely require Bureau of Indian Affairs approval prior to actualization. The process of obtaining BIA approval may take up to five years.

Project Description

This project involves the construction of 3,065 feet of new gravel road as an extension of Gunder's Way around H-Marker Lake to connect with Tundra Ridge Road. The 32 ft. wide road would circumvent the private drive leading to houses around the lake. The road would follow a trail typically followed by four-wheelers over higher, drier land to the east and north around the lake. See map attached.

As part of the project, the Public Works Department feels strongly that Tundra Ridge Road from BIA Road to Gunder's Way and Gunder's Way to the place where new road construction will begin MUST BE REHABILITATED – Improved by adding more sand and gravel. The cost to rehabilitate Tundra Ridge Road and Gunder's Way are included in the cost estimates. It was assumed that the City would complete this portion of the project even if a contractor was hired to construct the new road around H-Marker Lake. For this reason, the City's in-kind costs to rehabilitate Tundra Ridge and Gunder's Way were added to the contractor's costs.

The Short Road Around H-Marker Lake project is the City's #3 priority for State Legislative funding for FY 2015. The City requested \$4 million to complete this project.

Pros

- Least expensive for City to construct or pay a contractor to build.
- Short distance + higher/drier ground = easier NEPA clearance.
- Only one culvert required.
- Eliminates the need for City to plow H-Marker Lake Road in winter.
- One landowner appears to favor granting an easement to City for this project.
- Road bypasses private drive near houses along H-Marker Lake.
- Least expensive route of three evaluated with the least amount of issues associated with construction.

Cons

- Erosion will favor the lake side; may require annual maintenance.
- Two easements required before construction may begin, requiring time and money.
- No external source cash readily available that would allow project completion.

Cost Detail

City construction costs are estimates of the City performing the construction work using City personnel when possible, City-owned equipment, and other City-owned resources. The City has the personnel, resources, and knowledge to complete nearly all aspects of road development. The City would have to pay for materials (e.g., gravel, typar, calcium chloride, hydroseed), services (e.g., survey, appraisal, engineered design), and property rights (easements). The City Streets and Roads Foreman indicated that he and his crew would gladly take on this project in addition to their regular duties and be proud of their accomplishment for the community.

The cost of construction appears on the following page.

Cost of Constructing New Short Road Around H-Marker Lake

Linear feet of New Road 3,065
 Linear feet of Existing Road 3,426

New Road	City Estimate		Contractor Estimate	NOTES
	A	B		
a. Survey (contractor)	\$ 8,000	\$ 40,000		A-City estimate; B-Provided by KNIK
b. Appraisals for easements (2)	\$ 15,000	\$ 15,000		Assumed average appraisal price of \$7,500
c. Easement (2)	\$ 182,317	\$ 182,317		Estimated from recent land sales in Bethel; used weighted avg. cost/sq. ft.
b. NEPA Compliance	\$ 5,160	\$ 65,000		A-80 hrs. @ \$64.50/hr. B-Provided by KNIK
c. Typar	\$ 17,550	\$ 205,000		A-18 Rolls @ \$975 B-Provided by KNIK
d. Sand	\$ 87,900	\$ 293,000		A- Sand = 1,172 truck loads @ \$75/load B-Provided by KNIK
e. Gravel	\$ 214,800	\$ 560,000		A- Gravel = 179 truck loads @ \$1,200/load. B-Provided by KNIK
f. Culverts with flares	\$ 28,200	\$ 75,000		A-1 @ \$10,200 & 5 @ \$3,600. B-Provided by KNIK
g. Calcium Chloride	\$ 1,584	\$ 82,000		A-4,061 lbs. @ \$.39/lb. B-Provided by KNIK
h. Hydroseed	\$ 6,068	\$ 30,750		A-(3,065 lf. X 9 ft. x 2 ft.) @ \$.11/sq. ft. B-Provided by KNIK
g. Labor	\$ 38,315	Contained in above		
Subtotal	\$ 604,894	\$ 1,548,067		
Existing Road Repair				
a. Sand Application	\$ 30,600	\$ 30,600		A/B-408 truck loads @ \$75/load
b. Gravel Application	\$ 216,000	\$ 216,000		A/B-180 truck loads @ \$1,200/load
c. Culvert Replacement	\$ 3,600	\$ 3,600		A/B-1 @ \$3,600
d. Labor	\$ 22,485	\$ 22,485		A/B-Prorated by % of cost.
Subtotal	\$ 272,685	\$ 272,685		
TOTAL	\$ 877,579	\$ 1,820,752		

City In-Kind Cost 65,960 \$ 22,485
 Cash Cost 870,896 \$ 1,798,267

Map Short Road Around H-Marker Lake



Bethel City Council

Office of the Mayor

Mayor's Report

Ashford Elementary
1200 Ashford Ave
Ashford, CT 06201

Mayor Joseph Klejka,

We are 3rd graders from Ashford Academy, in Ashford, ALA. We are learning about United States Geography. We have earned the names of the 50 States, and we are where we are located. Our Geography teacher, Mr. [Name], has asked us to send a postcard from our state to your state. We really appreciate you taking the time to send us a postcard and tell us a little about your city. Thank you for your help. We are really excited to hear from you.

[Name]
[Address]
CLASS



February 25, 2014

Mayor
City of Bethel
PO Box 1388
Bethel, Alaska 99559

Dear Mayor,

I am writing to invite you to participate as a sponsor in the 2014 Inuit Circumpolar Council (ICC) General Assembly to be held in Inuvik, Northwest Territories, Canada, July 21-24, 2014.

ICC gathers in a General Assembly every four years. This gathering is at the heart of the organization, providing opportunities for information sharing and discussing common concerns to address developments taking place in the Inuit homeland. Inuit delegates from across the Circumpolar North elect a new Chair and Executive Council, develop policies and adopt resolutions that guide the organizations activities for the coming four-year term. Your sponsorship will help support ICC Alaska's participation in the Assembly.

In summary, the principle goals of ICC are:

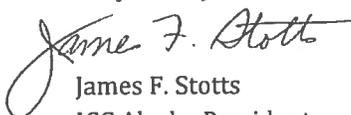
- To strengthen unity among Inuit of the Circumpolar region;
- To promote Inuit rights and interests on the international level;
- To ensure and further develop Inuit culture and society for both the present and future generations;
- To seek full and active participation in the political, economic, and social development in our homelands;
- To develop and encourage long-term policies which safeguard the Arctic environment; and
- To work for international recognition of the human rights of all Indigenous Peoples.

The General Assembly also provides an opportunity to celebrate a rich cultural heritage and strengthen the cultural bonds between all Inuit. The Northern Lights Dance group from Kotzebue will represent Alaskan Inuit in the cultural celebrations at the General Assembly. With your sponsorship, ICC Alaska will also be represented in all aspects of the GA. Please see the enclosed sponsorship package with further information.

ICC-Alaska is a 501(c)3 non-profit organization and any contribution that you make is *tax deductible* and would be greatly appreciated.

Please feel free to contact Kelly Eningowuk, Executive Director via email kelly@iccalaska.org or phone 907-565-4052 if you have any questions or would like further information.

Respectfully,


James F. Stotts
ICC Alaska President

ICC ALASKA

3900 Arctic Boulevard Suite #203 • Anchorage, AK 99503 • Phone: (907) 274-9058 • Fax: (907) 274-3861 • www.iccalaska.org



2014 Inuit Circumpolar Council
General Assembly (Inuvik)

ICC and General Assemblies

Founded in 1977 by the late Eben Hopson of Barrow, Alaska, the Inuit Circumpolar Council, *Formerly Inuit Circumpolar Conference* (ICC) has flourished and grown into a major international non-government organization representing approximately 160,000 Inuit of Alaska, Canada, Greenland, and Chukotka (Russia). The organization holds Consultative Status II at the United Nations and is a Permanent Participant at the Arctic Council.

To thrive in their circumpolar homeland, Inuit had the vision to realize they must speak with a united voice on issues of common concern and combine their energies and talents towards protecting and promoting their way of life. The principal goals of ICC are, therefore, to

- strengthen unity among Inuit of the circumpolar region; ☐
- promote Inuit rights and interests on an international level; ☐
- develop and encourage long-term policies that safeguard the Arctic environment; and ☐
- seek full and active partnership in the political, economic, and social development of circumpolar regions.

ICC holds a General Assembly every four years at which delegates from across the circumpolar region elect a new Chair and an executive council, develop policies, and adopt resolutions that will guide the activities of the organization for the coming term. The General Assembly is the heart of the organization, providing an opportunity for sharing information, discussing common concerns, debating issues, and strengthening the bonds between all Inuit.



ICC Alaska

ICC-Alaska is a member country to the Inuit Circumpolar Council (ICC) and represents Alaskan Inuit at this international forum. ICC-Alaska is organized as a 501(c)3 non-profit corporation with a purpose to advance Inuit culture and society at all levels. The organization represents and advocates for the Iñupiat of the Arctic Slope, Northwest, and Bering Straits; St. Lawrence Island (Siberian) Yupik; and Central Yup'ik and Cup'ik of the Yukon-Kuskokwim Delta in Southwest Alaska. Member organizations include the North Slope Borough, Arctic Slope Regional Corporation, Inupiat Community of the Arctic Slope, Northwest Arctic Borough, NANA Regional Corporation, Maniilaq Association, Bering Straits Native Corporation, Kawerak, Incorporated and Association of Village Council Presidents.

In addition to the international efforts, ICC Alaska also undertakes statewide and national efforts. Priorities are set by the Board of Directors guided by the mandates given to the ICC at the General Assemblies. In the last term (2010-2014) ICC-Alaska's top three priorities were to advocate to secure Inuit hunting and food security rights; to seek improvements to Inuit education systems; and advance Inuit interests in economic and resource development decisions. Within six months of the General Assembly, the Board of Directors will meet to review the mandates and set priorities for the new term.

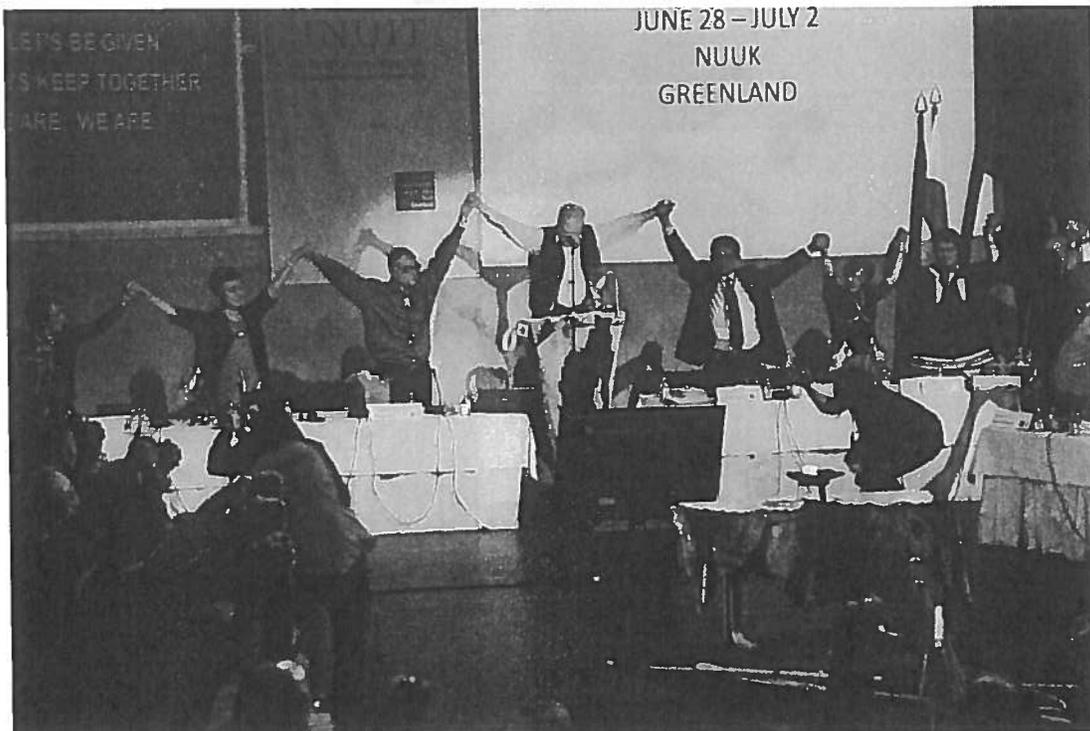


2014 General Assembly Agenda and Activities

The theme of the twelfth 2014 Inuit Circumpolar Council General Assembly is *“Ukiuqtaqtumi Hivuniptingnun – One Arctic One Future”* representing the ICC’s efforts to promote cooperation and unity among the world’s circumpolar peoples.

The General Assembly may be the most important yet. It comes at a time when the Arctic Council has moved onto the world stage, with ICC a key element of the 8-country Council. ICC is extremely active at the United Nations and other global bodies. It comes at a time when resource development needs to be planned and managed, particularly with wise and prudent guidance from Inuit delegates. Addressing many of these questions must happen now; they cannot wait until the next General Assembly. The importance of this 2014 General Assembly cannot be understated. The outside world is looking at Inuit and particularly at the Arctic. Inuit are reaching outward.

A variety of cultural activities and events will complement the General Assembly’s official sessions and workshops. Artistic exhibitions, an arts and crafts show, a trade show, traditional Inuit Northern Games competition, demonstrations of traditional Inuit clothing and other activities will attract the interest and attention of the more than 600 delegates, observers, elders, youth, cultural participants, media and support personnel in attendance. Each day will be dedicated to a different country to provide Inuit an opportunity to share their unique cultural traditions with other Inuit and the general public.

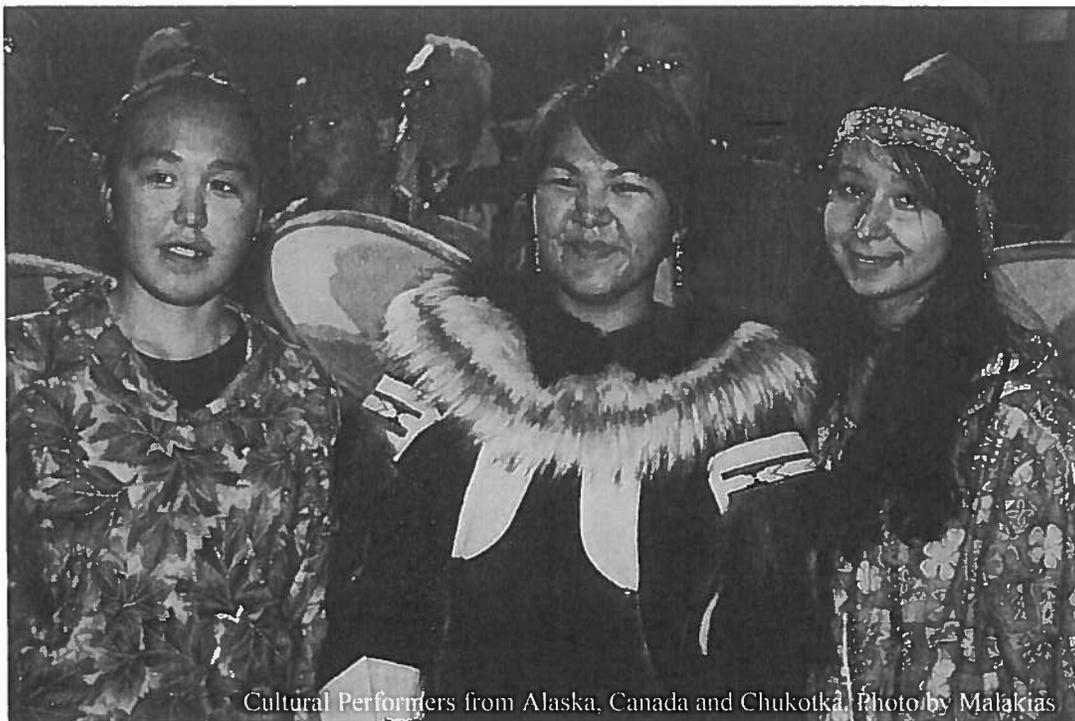


2010 ICC General Assembly. Nuuk, Greenland Photo by Harold Finkler

2014 General Assembly - Agenda At A Glance

<i>Mon., July 21</i> Canada Day	<i>Tue., July 22</i> Alaska Day	<i>Wed., July 23</i> Greenland Day	<i>Thu., July 24</i> Chukotka Day
<ul style="list-style-type: none"> •Opening Ceremony •Opening Remarks 	<ul style="list-style-type: none"> •Cultural Program •<i>Session 1:</i> Economic Development 	<ul style="list-style-type: none"> •Cultural Program •<i>Session 3:</i> Health & Well-Being 	<ul style="list-style-type: none"> •Cultural Program •<i>Session 5:</i> Governance
<i>Lunch</i>	<i>Lunch</i>	<i>Lunch</i>	<i>Lunch</i>
<ul style="list-style-type: none"> •Chair's Report •Political Development •Cultural Program 	<ul style="list-style-type: none"> •<i>Session 2:</i> Environment •Cultural Program 	<ul style="list-style-type: none"> •<i>Session 4:</i> Hunting & Food Security •Cultural Program 	<ul style="list-style-type: none"> •Inuvik Declaration •ICC President Election •Closing Ceremony
<i>Dinner</i>	<i>Dinner</i>	<i>Dinner</i>	<i>Community Feast</i>
<ul style="list-style-type: none"> •Gala Entertainment 	<ul style="list-style-type: none"> •Gala Entertainment 	<ul style="list-style-type: none"> •Gala Entertainment 	<ul style="list-style-type: none"> •Gala Entertainment •Grand Finale

*** Note: Welcome Reception ... Sunday, July 20, 2014 ***



Cultural Performers from Alaska, Canada and Chukotka. Photo by Malaktas

2014 General Assembly - Agenda Topics

Session 1: Economic Development

This session will feature presentations on economic development. Discussion will include implementation of the Circumpolar Inuit Declaration on Resource Development, and the terms and conditions that Inuit would like in place prior to exploration and development.

Session 2: Environment

This session will feature presentations on the environment. The Arctic environment is under stress from many directions under the backdrop of global climate change. There will be discussions on biodiversity, contaminants, traditional knowledge and how to approach resource development.

Session 3: Health and Well-Being

This session features presentations on Inuit health and well-being with a focus on the community level. Well-being is defined as those conditions necessary for healthy living. There will be an emphasis on children and youth issues, and how strong language and culture skills impact on health and well-being.

Session 4: Hunting and Food Security

This session will feature presentations on issues of access to food resources necessary for the nutritional and cultural survival of Inuit. Questions will be raised about habitat conditions necessary for the food resources Inuit depend on. There will be a discussion about the effects animal rights groups are having on Inuit hunting and harvesting activities. Finally there will be presentations on management practices of Inuit organizations dealing with wildlife resources.

Session 5: Governance

This session will feature presentations on issues related to governance. There is increasing interest from within and outside the Arctic on how the Arctic region should be governed. Questions of Arctic Sovereignty will be raised to articulate the Inuit perspective on how to best govern the Arctic and the role of Inuit in governing.

Financial Considerations

Alaskan Delegation Participation

Alaskan Inuit participation in the Inuit Circumpolar Council (ICC) General Assembly in Inuvik, Northwest Territories, Canada will cost \$192,150 for travel to/from Inuvik, coordination and planning. The official Alaskan delegation to the 2014 General Assembly will include 63 delegates (named by ICC Alaska member organizations and includes an elder and a youth), cultural performers, staff, interpreters and invited speakers.

The host, the Inuvialuit Regional Corporation (IRC), will provide accommodations, meals, transportation, translation/interpretation and other needs of the official delegation and participants from Chukotka (Russia), Greenland, Alaska and Canada.

Chukotka (Russia) Delegation Participation

A seat at the General Assembly was left vacant as a symbolic reminder that Inuit from Chukotka (Russia) had not yet been able to join the ICC. In 1992, Chukotkan Inuit delegates were officially in attendance in Inuvik. With limited fundraising opportunities in Chukotka, it is always a struggle to finance and bring a delegation of 15 to each General Assembly. ICC Alaska, ICC Canada and ICC Greenland work together to assist the Chukotkan delegation in fundraising to attend the General Assembly. The total budget for transportation, interpretation and translation of documents for the Chukotkan delegation is \$122,982. Alaska, Canada and Greenland are working to raise one third of the total budget.

Major expenditures will be incurred in the following areas:

Transportation to/from Inuvik	\$159,150
Planning and Coordination	\$28,000
Chukotka Travel Assistance	\$40,994
Alaska Thank You Reception	\$5,000

Corporate Sponsorship Program

ICC Alaska invites you to be a part of this exciting international event taking place July 21 to 24, 2014 in Inuvik, Northwest Territories, Canada. The theme is "*Ukiuqtaqtumi Hivuniptingnun – One Arctic One Future.*"

	Name	Sponsorship Amount
Level 1	Nanuk (Polar Bear)	\$100,000 +
Level 2	Arviq (Whale)	\$50,000 +
Level 3	Tuktu (Caribou)	\$25,000 +
Level 4	Kingalik (Eider Duck)	\$10,000 +
Level 5	Aqpik (Cloudberry)	\$5,000 +
Level 6	Friends of ICC	\$500 +

Recognition and Benefits

In return for your corporate sponsorship of the ICC General Assembly, a summary of recognition and benefits associated with each level of commitment is provided here. Each is designed to provide a high degree of visibility to ensure your sponsorship is recognized by those in attendance as well as those who do business in the Inuit circumpolar world.

	Nanuk	Arviq	Tuktu	Kingalik	Aqpik	Friends
	\$100,000+	\$50,000+	\$25,000+	\$10,000+	\$5,000+	\$500+
Right to use the official logo	●					
Right to use the designation of "Official Sponsor"	●					
Opportunity to host a private sponsor reception	●	●				
Opportunity to MC a Gala Entertainment	●	●				
Opportunity to introduce performers at Gala Entertainment	●	●				
Reserved seatings at dinners and Community Feast	●	●	●			
Reserved seatings at Gala Entertainment	●	●	●			
Reserved booth(s) at ICC General Assembly Trade Show	●	●				
Logo or Name recognition on banners during the GA	●	●	●			
Logo or Name recognition in all purchased print advertising	●	●				
Logo or Name recognition on promotional merchandise	●	●				
Advertising - Dinner Venue	●	●	●			
Advertising - Entertainment Venue	●	●				
Advertising - Opportunity at other GA Venues	●	●		●		
Advertising in Souvenir Delegates' Manual	●	●	●	●		
Recognition in Souvenir Delegates' Manual	●	●	●	●	●	●
Recognition on ICC GA website, link to corporate website	●	●				
Mention on ICC GA Facebook and Twitter sites	●	●	●	●	●	
Souvenir ICC GA clothing	●					
Company logo on ICC GA letterhead	●	●				
Corporate banner on site	●	●	●			
Recognition at Opening and Closing Ceremonies	●	●	●	●	●	
Special recognition plaque	●	●	●			
Certificate of Appreciation	●	●	●	●	●	●
Official Tax Receipt	●	●	●	●	●	●

Bethel City Council

Office of the City Manager

Manager's Report

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



March 4, 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 18 – March 4, 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) Electrical and HVAC work is ongoing throughout the structure.
 - (2) We're waiting for the delivery of 50-ton jacks to complete the replacement of the final thermal/compression blocks. Once the blocks are replaced, under building work can be completed.
 - (3) The Spa fill test is ongoing.
 - (4) Proposals are due on Friday, March 7, 2014, in response to the RFP for Pool Operators.
 - (5) In response to Councilmember Albertson's suggestion that community members might like to comment on the exercise equipment envisioned for the Aquatic Center, I've asked John Sargent to add a section to the City's website that states what we already plan to purchase along with a place for comments and suggestions to be submitted.
 - (6) Council approved the YKHC fitness equipment funding coming from the Diabetes program and ProDev is developing an RFP to obtain the items.

- (7) ProDev's Doug Cobb and Martha Schoenthal met with ThinkOffice, a pre-approved provider for the U.S. Communities Program, and they have begun layout and pricing.
 - (8) John Sargent is working with Doug Cobb and Martha Schoenthal to finalize our request for Rasmuson funding to purchase furniture, fixtures, and equipment (FF&E).
 - (9) The latest iteration of the Program Budget is enclosed for Council's review.
- **Bank Stabilization** – A project status meeting was held on March 4, 2014. During the course of the meeting, items discussed was design history; what valid permits the Port has and disposal permits for the Landfill; funding requirements; a review of the AutoCad drawings; and the implications of USACE not providing stamp drawings. The DOWL HKM representative will be in Bethel on March 27, 2014.

Miscellaneous:

- **Optional Roads to Connect Tundra Ridge** – At Council's request the Administration is submitting a more definitive list of costs involved for Option 1 that will be included on this agenda (March 11, 2014).
- **Seawall Repair** – The Administration has issued a Request for Quotes (RFQ) seeking price quotes to perform repair work on the seawall. The RFQ contains language specifically prohibiting any entity from submitting a quote if that entity owes money to the City, or is not current in its financial obligations to the City. An RFQ was chosen because the Port Director expects submitted quotes to be less than \$100,000.00, allowing the City to pick the lowest quoted price and hire in accordance with the BMC. This document was reviewed by the City Attorney.
- **Union Negotiations** – Due to scheduling conflicts, negotiations will be pushed back until the week of March 17-21, 2014. I will notify Council as soon as a firm commencement date is established.

Thank you.

Enclosure

Yukon Kuskokwim Regional Aquatic Center
Bethel, Alaska

Program Budget

	Contract	Forecast	Total	Spent to date
Pile	\$ 1,059,094	\$ -	\$ 1,059,094	\$ 1,059,095
Construction	\$ 20,560,277	\$ 8,765	\$ 20,569,042	\$ 14,561,725
FFE	\$ -	\$ -	\$ -	\$ -
A/E Fees	\$ 45,289	\$ -	\$ 45,289	\$ 45,289
PM & Inspections	\$ 1,056,345	\$ 40,000	\$ 1,096,345	\$ 663,356
Misc	\$ 7,536	\$ 55,275	\$ 62,811	\$ 7,536
Total	\$ 22,728,541	\$ 104,040	\$ 22,832,581	\$ 16,337,001

State Funding	\$ 23,075,000
Work under contract	\$ 22,728,541
Forecast additional costs	\$ 104,040
Available Funds	\$ 242,419

Program Budget Breakdown

File	Contract	Forecast	Spent
Arctic Foundations, Piling Purchase (early pay discount)	\$ 883,890	\$ -	\$ 883,891
Northland Services	\$ 52,542	\$ -	\$ 52,542
Air Freight, 2nd Piling Order 3 flights	\$ 122,662	\$ -	\$ 122,662
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
Total	\$ 1,059,094	\$ -	\$ 1,059,095

Construction

Bethel Services Design Build Contract	\$ 20,044,750	\$ -	\$ 14,561,725
Change Order 1 Vented Metal Roof	\$ 165,000	\$ -	\$ -
Change Order 1 lockers PVC in leiu SS	\$ (29,000)	\$ -	\$ -
Change Order 1 Conc pool gutter in leiu of SS	\$ (22,500)	\$ -	\$ -
Change Order 1 PVC drains in leiu of SS	\$ (11,000)	\$ -	\$ -
Change Order 1 Pile Depth	\$ 73,826	\$ -	\$ -
Change Order 1 Thermister strings	\$ (35,000)	\$ -	\$ -
Change Order 2 Fire Hydrant	\$ 73,564	\$ -	\$ -
Change Order 2 BUC overhead power	\$ 11,063	\$ -	\$ -
Change Order 2 Relocate lift station	\$ 33,392	\$ -	\$ -
Change Order 2 Credit owner gravel	\$ (96,074)	\$ -	\$ -
Change Order 2 Locker room doors and dedicated circuits	\$ 20,000	\$ -	\$ -
Change Order 2 Fire Road	\$ 195,000	\$ -	\$ -
Change order 3 - Swap fridge	\$ 3,385	\$ -	\$ -
Change order 3 - Paint Pile Caps	\$ 5,237	\$ -	\$ -
Change order 3 - Recirc Waterline	\$ 111,601	\$ -	\$ -
Change order 3 - Roughin for future pool cover	\$ 17,033	\$ -	\$ -
Change order 3 - Sand operator	\$ 16,500	\$ -	\$ -
Change order 3 - 240 CY D-1 credit	\$ (16,500)	\$ -	\$ -
Elec Coord - PLACEHOLDER	\$ -	\$ 6,000	\$ -
Turbine Access Road PLACEHOLDER	\$ -	\$ -	\$ -
Paint PLACEHOLDER	\$ -	\$ 2,765	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
Total	\$ 20,560,277.00	\$ 8,765.00	\$ 14,561,725.00

Fixtures, Furnishings & Equipment

Not currently funded	\$ -	\$ -	\$ -
Art	\$ -	\$ -	\$ -
Pool Equip	\$ -	\$ -	\$ -
Furniture	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -
0	\$ -	\$ -	\$ -

	0	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -

Architectural & Engineering Fees

65% drawings funded from other source		\$ -	\$ -	\$ -
Design revision during bid process		\$ 45,289	\$ -	\$ 45,289
	0	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -
	0	\$ -	\$ -	\$ -
Total		\$ 45,289	\$ -	\$ 45,289

Project Management & Inspection

Project Management Labor		\$ 791,600	\$ -	\$ 466,025
Project Management Expenses		\$ 147,900	\$ -	\$ 53,853
	0	\$ -	\$ -	\$ -
Phase 1 Special Insp - NTE Thermopile		\$ 36,845	\$ -	\$ 39,981
Phase 2 Special Insp		\$ 40,000	\$ -	\$ 51,415
Phase 3 Special Insp		\$ 40,000	\$ 40,000	\$ 52,082
Total		\$ 1,056,345	\$ 40,000	\$ 663,356

Miscellaneous

Anch Daily News - Bid Advertisement		\$ 46	\$ -	\$ 46
Anch Daily News - Bid Advertisement		\$ 90	\$ -	\$ 90
City - Utility connection, power pole to site		\$ -	\$ 52,775	\$ -
Farpoint Easement Platt		\$ 5,575	\$ -	\$ 5,575
Easement fee to BNC		\$ 1,000	\$ -	\$ 1,000
Anch Daily News		\$ 43	\$ -	\$ 43
Dedication Plaque		\$ -	\$ 2,000	\$ -
Midwest Pool - RFP Peer review		\$ 781	\$ 500	\$ 781
	0	\$ -	\$ -	\$ -
Total		\$ 7,536	\$ 55,275	\$ 7,536

Bethel City Council

Office of the City Manager

Management Team Reports

Planning Department Report

From: Rachael Pitts, Planning Director

Date: March 1, 2014

Staff presented three alternatives to increase traffic circulation to the City Council, either near H-Marker Lake or through the Donut Hole. The Council requested more information about one of the alternatives around H-Marker Lake and staff will continue getting information together.

Staff met with ProDev and prospective contractors for the Pool Operator RFP. Submissions will be reviewed in March.

The department will be reviewing a proposed development on BIA Road this year. As with many areas of the city, drainage is of concern when proposals to add fill are brought forward. The department will be working with the developer and his staff to minimize impacts in the area on drainage and existing development. The Army Corps of Engineers will be involved in the review.

The Army Corps of Engineers has received an application from Knik Construction to build an 850-foot wide bulkhead at the Knik Construction Cargo Yard. Any comments must be received by March 19th. Staff has asked for more information, and will be evaluating the proposal and will provide comments.

Site Plan Permit Applications and Code Enforcement: The Planning Department has issued three Site Plan Permits to date.

It has been suggested by the City Attorney that the department should be citing property owners for code enforcement issues regarding their property. Staff is looking into using this tool effectively to get properties cleaned up and secured.

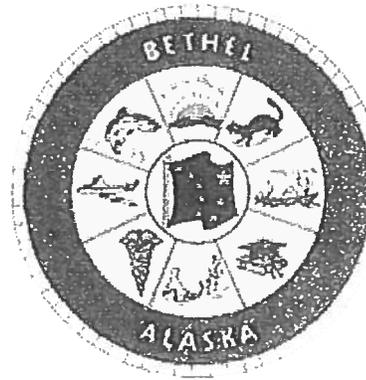
GIS: The department has created a map that shows surveys and subdivisions in Bethel, and can be viewed at the Planning office.

Construction Projects:

Swimming Pool: See comments above.

PORT OF BETHEL

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



TO: Lee Foley, Bing Santamour, and Lori Strickler
FROM: Peter A. Williams, Port Director
SUBJECT: February 1-28, 2014 Managers Report

Small Boat Harbor

-Small Boat Harbor Project -

Dredging/Boat Ramps (Phase I)

-The boat launch on the north side was completed and passed final inspection on Feb 27th.

-Phase I of the Small Boat Harbor Dredging Project is finished. The removal of construction debris and equipment should be finished March 15th. The USACE will not close out this project till the Port Director conveys to the USACE that the clean-up is satisfactory.

-The Port employees will then work on salvaging and disposing of the rest the materials.

Bethel SBH Bank Stabilization (Phase II)

- On February 11, 2014 City Council approved the Port of Bethel request to hire Dowl HKM as a Project Manager for Phase II the Bethel Dredging Project . Phase II will involve stabilizing the banks in the entrance channel and surrounding the mooring basin in the SBH.
- On February 27th the project management teams meet for the second time. Dowl HKM, USACE and the port discussed the schedule regarding Phase II. The schedule is aggressive. The schedule does not include the 80hrs of technical services the USACE estimated it will take too accomplish DOWL HKM's request for permits and stamped drawings ,etc. Meantime the Port will be forwarding what information we have on hand about construction drawings and permits to Dowl. Dowl may be able to have a representative in Bethel the week of March 10th and show him around.
- In a separate e-mail the Port also expressed that the Port wants to be closely involved about any materials, especially the armor rock, that is barged to the Port of Bethel. The Port's goal is to be actively involved with approving the equipment contacted to move the armor rock and ensuring any proposed method of delivery to a Port Facility is approved of by the Port.

- A new pole and street light was approved for the south side parking lot where the entrance channel turns into the SBH moorage area. This light will be a added benefit for the cameras and boaters traveling at night. The Grant Writer will provide the information too BUC for installation. The Grant Writer has been a big help in keeping us up to date on what is in inventory and available to us from this Grant.

East Addition

Bethel Bank Stabilization Project

-Repair of the tie-backs along the seawall; this is a shovel ready project and has been ready since 2005. It is a \$4M project the USACE puts into their budget request every year. There is Federal grant that we applied for in 2013 and a new application is due April 28th, 2014. As Port Director I would recommend we re-apply for this grant again. The grant requires no match.

- The surveyor is ready put in monuments (Mapping) and document the sub-division these parcels. The cost to proceed is \$15,128. I have not given approval for this work to proceed.

-The Port/City of Bethel needs to obtain this land for the Bethel Bank Stabization Project for construction purposes. We need to create two new parcels too purchase and transfer the parcels to the City. The land will be the City's so we are not in trespass when the Port/ City needs to repair or maintain the seawall. The Thermo-Piles are connected to the seawall but as of now they are on private property. The tie backs will not be repaired if the Bethel Bank Stabization Project if the project ever comes about.

- East Ave is also involved. Of the four new parcels to be created two will be on East Ave. One is attached to the Jung property and faces north and the other parcel belongs to the Actives and faces south. These parcels could then be purchased to create a leagal right of way on East Ave.

-The Port has been working on this for 4yrs. The BIA has to approve the subdivision of the parcels and purchases the City might make. Estimated time for this is 3 yrs.

208 East Ave.- The city attorney is working on this at this time.

Brown Slough

- We have started to excavate Brown Slough. All the permits are in place. How much we accomplish will depend on the weather and cost. The Public Works Dept is working with us this project. They are providing two equipment operators and equipment. The Port has two personnel involved. It wouldn't be possible without t PW's help.

City Dock

- There has been some freight removed. The wind turbine and pedestal for the pool were removed.

Bethel City Dock East Timber Reconstuction Plan

-USACE has forwarded a Special Agreement for the design of the East Timber Wall . The total cost of the design is \$380,000. There is \$250,000 on hand between the Denali Commission and the Port/City of Bethel. The Port is requesting a extra \$130,000 in funding from our dock account. The request for funds was introduced to the City Council on February 18th, 2014. The request will go to the City Council for approval March 11, 2014.

- The Drilling Contract is out for bid. The Denali Commission is paying for this part of the project along with a Geotechnical Report. The estimate for drilling and the report is 151,600 dollars. The information from this report will be useable for a number of years. It has never been done on this portion of the dock. If the extra funds for this project are not approved we will match the Denali Commission 20% for the work completed. The 20% I estimate would be \$30,200 of the \$50,000 of our match and the balance would be returned.

The reason for moving forward with this bid is that drill rig needs to access Brown Slough before the ice goes out. The information is needed for design of the dock. The goal is to have the drilling done by April 1st. The Denali Commission also has a deadline to close this project out by Dec 31st,2014. This will be the last of any funds from the Denali Comm. till U.S. Congress re-funds the Denali Commission.

Seawall

-The City Council approved funding for repairs from the Seawall Mantaitance Fund to repair the seawall where it has vertically shifted below the port office. The bid request for written quotes and newspaper advertisements should go out to public 3/314.

Petro Port/Beach

-Redi Electric has completed the installation of the lights inside the sand shed.

- Some of the concrete planks from the boat harbor will be installed to use as flooring. Installing insulation and heat over time will be the next step for this building.

-Two poles with lights for the Beach 2 ROW and parking lot were approved and BUC will install them working with the Grant Writer when the information is forwarded to BUC.

Peter A. Williams
Port Director



Memorandum

DATE: March 4, 2014
TO: Lee Foley, City Manager
FROM: Hansel L Mathlaw, Finance Director
SUBJECT: Manager's Report – March 2014

Finance Committee

The Finance Committee met on Monday, February 24, 2014 at 6:30pm. Two topics were discussed 1) Payment in lieu of taxes and 2) extending the senior citizens expiration date on tax exempt cards. The next regularly scheduled meeting of the committee is set for Monday, March 24, 2014 at 6:30 pm.

Staffing Issues/Concerns/Training

The finance department is fully staffed.

Budget/Financial

As of January 31, 2014, the Finance Department had expended \$475,982 of its annual budget of \$746,862. The Utility Billing Department, which is also managed by the Finance, had expended \$79,849 of its annual budget of \$138,192.

Monthly Reports

Our general ledger accountant who performs our bank reconciliation is on vacation. I am presenting the same cash and investment report from the previous month.

The sales tax revenue is reconciled through November 2013.

Bethel City Council

Office of the City Clerk

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 25, 2014 Regular City Council Meeting

Records Retention –

Laserfiche

The City Clerk's Office is still facing complications with the Laserfiche system but hopes, with the assistance from the IT Department, these issues can be resolved very soon. In the mean time, departments have been encouraged to continue scanning files which can be converted to OCR/Laserfiche documents when connection with the Laserfiche server is restored.

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.

A scheduling conflict with the AVCP Annual Convention at the Cultural Center required some careful rethinking of the City and State's Precinct two location. To avoid confusion, it was determined our best avenue would be to remain at the cultural center for the October 7th Election but to move the precinct from the main conference room to the Alaska Room, located inside the library area.

The City Clerk's Office will provide for extra public noticing of the precinct changes for the Regular Election to help in preventing any confusion on Election Day.

Committee/Commission

This year the Clerk's Office will be conducting the general committee/commission training on March 20, for all interested committee/commission members.

Miscellaneous

The City Clerk's Office is reviewing the modifications to BMC Title 3 as they are provided by the City Attorney.

The City Clerk's Office is feeling the effects of Bing Santamour's long term absence. We would like to thank everyone for the patience and understanding as some projects are put on hold so that the day to day duties and the office priorities are met.

Executive Session

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.

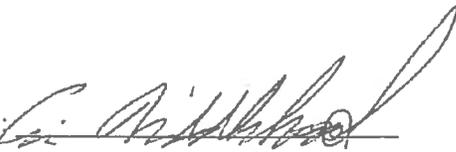
- D. Any civil action arising from this Agreement shall be brought in the superior court for the Fourth Judicial District of the State of Alaska at Bethel, Alaska. The laws of the State of Alaska and the City of Bethel shall govern the rights and obligations of the parties.
- E. The failure of the City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

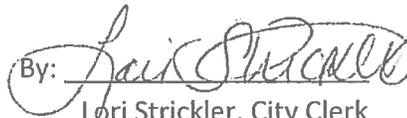
IN WITNESS WHEREOF, the City of Bethel has caused this agreement to be signed and executed in its behalf by its Mayor and the Employee has signed and executed this agreement both in duplicate.

Dated this 29 day of April, 2011.

Employer:

Employee:

By: 
Eric Middlebrook, Mayor
City of Bethel

By: 
Lori Strickler, City Clerk
City of Bethel

ANNUAL PERFORMANCE EVALUATION**NAME: LORI STRICKLER****DATE: MARCH 11, 2014****EMPLOYMENT CONTRACT EXPIRES APRIL 29, 2014****PART 1 — Evaluate the ability to accomplish the duties set forth by State statutes, the Municipal Code, and other duties as assigned by Council.**

Attend City Council meetings as required, act as parliamentary advisor to Council, record and keep official journal of Council meetings	5	4	3	2	1
Assure notice and other requirements for public meetings are complied with	5	4	3	2	1
Assure public records are available for public inspection as required by law	5	4	3	2	1
Manage City records and develop retention schedules and procedures for inventory, storage, and destruction of records	5	4	3	2	1
Maintain an indexed file of all permanent municipal records, provide for codification of ordinances	5	4	3	2	1
Authenticate or certify City records as necessary	5	4	3	2	1
Prepare Council agendas and Council meeting packets as required by City Council	5	4	3	2	1
Conduct research and prepare information for Council as requested	5	4	3	2	1
Administer all municipal elections and assure that the municipality complies with the Voting Rights Act of 1965, as amended	5	4	3	2	1
Develop, prepare and defend the City Clerk's office annual budget and budget modifications	5	4	3	2	1
Take oaths and affirmations as necessary	5	4	3	2	1
Provide support and training to City boards, committees and commissions	5	4	3	2	1
Manage cemetery procedures and records	5	4	3	2	1
Ability to interface harmoniously and effectively with the public and all levels of management and government	5	4	3	2	1
Other duties as assigned by City Council	5	4	3	2	1

Total	
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Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement

ANNUAL PERFORMANCE EVALUATION
NAME: LORI STRICKLER
DATE: MARCH 11, 2014
EMPLOYMENT CONTRACT EXPIRES APRIL 29, 2014

PART 2 — Evaluate the work ethics and work habits.

Work ethic	5	4	3	2	1
Dependability; can be depended upon without supervision	5	4	3	2	1
Self-motivated; self-reliant; displays energy	5	4	3	2	1
Displays good judgment	5	4	3	2	1
Able to handle difficult or stressful situations	5	4	3	2	1
Adaptability; adjusts to various circumstances, new processes or changes	5	4	3	2	1
Manages time efficiently	5	4	3	2	1
Attitude and enthusiasm	5	4	3	2	1
Willingness and capability to carry out new assignments or projects	5	4	3	2	1
Availability to Council and public	5	4	3	2	1
Follows through with requests	5	4	3	2	1
Attendance record	5	4	3	2	1

Total	
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PART 3 — Evaluate the quality of work produced and the degree of knowledge of work procedures and operations.

Accuracy, Completeness and Conformity	5	4	3	2	1
Knowledge of job	5	4	3	2	1
Ability to research and understand City ordinances	5	4	3	2	1
Ability to prepare resolutions, ordinances and reports to City Council	5	4	3	2	1
Quality of work	5	4	3	2	1
Takes pride in work	5	4	3	2	1
Ability and desire to research ways to improve operations	5	4	3	2	1
Exceeds expectation	5	4	3	2	1
Productive with time	5	4	3	2	1
Ability and desire to learn basic job functions	5	4	3	2	1
Ability and desire to learn beyond basic job functions	5	4	3	2	1
Presents completed work in an orderly fashion	5	4	3	2	1
Attention to details	5	4	3	2	1

Total	
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Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement

ANNUAL PERFORMANCE EVALUATION
NAME: LORI STRICKLER
DATE: MARCH 11, 2014
EMPLOYMENT CONTRACT EXPIRES APRIL 29, 2014

PART 4 — Evaluate personal relations/interactions with City Council members, City staff members and the public

Friendly, courteous and flexible	5	4	3	2	1
Maintains a helpful attitude; willing to help	5	4	3	2	1
Steps outside of job duties to help other city staff when needed (team player)	5	4	3	2	1
Working relationship with City Manager and City Department Heads	5	4	3	2	1
Effectively communicates with City staff, Council and the public	5	4	3	2	1
Writes clearly and concisely	5	4	3	2	1
Expresses ideas and opinions in a forthright, logical manner	5	4	3	2	1
Ability to work in stressful situations	5	4	3	2	1
Provides answers when not readily available; Follows through with requests for information	5	4	3	2	1
Acts as a liaison between the City Council and the general public	5	4	3	2	1

Total	
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Part 1:	
Part 2:	
Part 3:	
Part 4:	
<i>Overall Evaluation Total:</i>	

Overall Evaluation

Outstanding	Very Good	Good	Satisfactory	Needs Improvement
250	204	153	102	51

Suggested Development/Training Goals:

Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement

ANNUAL PERFORMANCE EVALUATION

NAME: LORI STRICKLER

DATE: MARCH 11, 2014

EMPLOYMENT CONTRACT EXPIRES APRIL 29, 2014

Council Member Comments:

City Clerk Comments:

Council Member's Signature

Date:

City Clerk's Signature:

Date:

Rating Scale:

5=Outstanding; 4=Very Good; 3=Good; 2=Satisfactory; 1=Needs Improvement

Additional Information

